City of Cocoa

65 Stone Street
Cocoa, FL 32922

Summary Agenda

City Council

Tuesday, October 27, 2020 | **6:00 PM** | **Cocoa City Council Chambers**

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 20-719 Approve the Agenda for the Regular meeting of October 27, 2020, as presented or with amendments.

Attachments: 10-27-2020 Short Agenda ADA.pdf

MINUTES:

II.2(a) 20-720 Approve the Minutes of the Regular meeting of September 9, 2020, as written or with amendments.

Attachments: 09-09-2020 Minutes ADA.pdf
EXHIBITS A, D, E-E comments from L. Sinclair.pdf
EXHIBIT B-Form 8B submitted by Councilmember Koss.pdf
EXHIBIT C- FY2021 Budget 1st Public Hearing (090920)Final.pdf

II.2(b) 20-721 Approve the Minutes of the Regular meeting of September 23, 2020, as written or with amendments.

Attachments: 09-23-2020 Minutes ADA.pdf
EXHIBIT A-Family Promise of Brevard update presentation.pdf
EXHIBIT B-E-Comments from R. DaSilva; L. Sinclair; and V. Mitchner.pdf
EXHIBIT C-Future Land Use Map Amendment Presentation Canaveral Heights.
EXHIBIT D-E-Comments from A. Harris and S. Moody.pdf
EXHIBIT E-E-Comments from C. Bonadio; L. Marwick; J. Forino; and M. Opperr
EXHIBIT F- FY2021 Budget Final Public Hearing (092320)Final 1.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 20-585 Approve Task Order 2021-13 with Jacobs Engineering Group (Jacobs) to Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue (OR) funded Cocoa Utilities Capital Improvement Plan (CIP) Program Projects Related to Water Supply and Water Treatment in the amount of $374,708. (Utilities Director)

Attachments: TO-JACOBS 2021-13 $374708 - UT-DY.pdf
PROPOSAL.pdf
AGREEMENT.pdf
TRACK SHEET.pdf
Jacobs COI - Exp 7-1-21.pdf

VI.2 20-613 Approve a Piggyback Contract Agreement utilizing Palm Coast contract RFSQ-CD-20-31 with Connect Consulting, Inc. (CCI), High Springs, Florida for Professional Hydrogeological Services, Project No. WS1106 in an Amount Not to Exceed of $250,000 for FY 2021. Authorize the City Manager to Approve any Subsequent Annual Renewals under the above Palm Coast contract, not to exceed three one-year renewals with a Limited Renewal Amount of $250,000 for Each Fiscal Year Pending Palm Coast's Renewal of the Contract; Authorize the City Manager to Approve Task Orders Under this Contract. (Utilities Director)

Attachments:
- Cocoa FY 2021 Proposal.pdf
- Connect - MSA Professional Hydrogeological Services.doc.pdf
- Labor Rate Schedule- EXHIBIT C- RFSQ-CD-20-31.pdf
- OVERVIEW.PDF
- RFSQ-CD-20-31 Project Manual with forms and sample contract (1).pdf
- City-of-Palm-Coast, Connect-Consult Certificate-Mas 9-18-2019 1078739387
- UT-DYAL-21-PGB-Connect-001-00.pdf
- Warning Risky Web Link FW Request Permission to Piggyback (RFSQ-CD-20-3
- Connect Consulting COI exp. 9.28.21.pdf

VI.3 20-680 Approve the Seventh Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective October 1, 2020 through September 30, 2021. (Utilities Director)

Attachments:
- City of Cocoa - Amendment #7 signed 10-07-2020.pdf
- Agenda File ID 17-494 TCR-SJR Project Permitting Agmt.pdf
- Agreement.pdf
- Exh F - TCR-SJR Project Permitting Agreement.pdf
- Exh G - TCR-SJR Tranmission Line Agreement.pdf
- Agreement for TCR SJR Project Manager Services.pdf
- 2020 Fee Schedule 2020-01-20.pdf

VI.4 20-696

Approve entering into a co-operative purchasing agreement with Granite Inliner (formally Layne In-Liner LLC) in the amount of $71,578.00 and a Resolution for a 10% contingency of $7,157.80 for a total of $78,735.80, using Polk County Bid 20-577 approved April 22, 2020 through May 31, 2021, to reline the stormwater pipe on Wilson Ave. Approve City Manager authority to issue the related purchase order and any use of contingency. Approve a Resolution Amending the FY21 Budget, BAF# 21-010-T. (Public Works Director)

Attachments:
- City of Cocoa - Wilson Ave 263 LF 48 Inch_.pdf
- Polk County Bid 20-577 Granite Inliner submittal.pdf
- City of Cocoa COI.pdf
- 101420 - CIPP Granite Inliner - Resolution Contigency.docx
- PW-20-PGB-Granite.pdf
- Approved Request Permission to Piggyback (B-20-577 Granite Inliner).msg
- Budget Resolution FY 2021.docx
- BAF 21-010-T-PW-Wilson Ave CIPP Lining Funds (10-27-20) 20-696.pdf

VI.5 20-706

Approve Participation in a Cooperative Purchase Agreement with Harcros Chemicals, Inc., Kansas City, Kansas, to Purchase Hydrofluorosilicic Acid (Fluoride) Utilizing the City of Oviedo Contract #ITB19-36, Effective October 1, 2019 through September 30, 2020 with Four (4) Additional One-Year Extensions. Approve year One (1) of four (4) Extensions and. Grant the City Manager the Authority to Sign and Implement Additional Extensions and Purchase Orders should the City of Oviedo Extend the Contract. (Utilities Director)

Attachments:
- FW Request Permission to Piggyback (HARCROS Chemicals).msg
- Original Contract Agreement.pdf
- UT-Dyal-21-PGB-HARCOS-001-00.pdf
- Fully Executed Extension and Renewal.pdf

VI.6 20-715

Accept the Award of the Firehouse Subs Grant, a Private Foundation Grant, in the amount of $33,180.00. Firehouse Subs will be purchasing the extrication equipment for the City of Cocoa Fire Department, however for accounting purposes, approve a Resolution Amending the FY2021 Budget, BAF# 21-011-A. (Fire Chief)

Attachments:
- FW_ APPROVED_ Firehouse Subs Public Safety Foundation Grant.pdf
- Firehouse Grant - eDraulics.pdf
- QT1356000 Firehouse Subs for City of Cocoa FL Hurst EWXT 7.22.20.pdf
- Budget Resolution FY 2021.docx
- BAF 21-011-A FD-Firehouse Subs Grant (10-27-20) 20-715.pdf

VII. PUBLIC HEARINGS:

VII.1 20-717 Pass on 2nd Reading: ORDINANCE 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. (Community Services Director)

Attachments: Ordinance 16-2020 (Revised) Amending Definition of Building Height 10-21-20.p
Legal Ad Proof - Bldg Height.pdf

VII.2 20-724 Ordinance No. 08-2020/Second and Final Reading: 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. (Chief of Police)

Attachments: Ordinance 08-2020 Lien Amnesty Program - 9-21-20 Draft.pdf
Legal Ad Ord. 08-2020 OrderConf.pdf

VII.3 20-744 Consideration of a Binding Development Agreement between the City of Cocoa, Florida and Lodging Decisions Inc. to allow an 8-story hotel with 100+ rooms, attached retail space and a parking garage structure, and to approve a conceptual development plan, on three parcels of land. (Community Services Director)

Attachments: 603 Brevard Ave Development Agreement - 10-21-20 Draft
EXHIBIT A - Legal Description - Lots 2 and 3.pdf
EXHIBIT B - Legal Description - Lot 4.pdf
EXHIBIT C - Conceptual Development Plan 10-14-20.pdf
EXHIBIT D - Elevation Renderings 10-7-20.pdf
Exhibit E - Project History.pdf
Exhibit F - Utilities and Stormwater Assessment.pdf
Exhibit G - Factory Street ROW Vacation.pdf
Exhibit H - Public Access Easements.pdf
Exhibit I - Traffic Impact Analysis.pdf
Exhibit J - Economic Impact.pdf
Exhibit K - Eco-Freindly.pdf
Exhibit L - Elevation Renderings 9-18-20.pdf
Exhibit M - Real Estate Contract for Lot #4.pdf
Exhibit N - Contract Extension.pdf
Legal Ad Proof - 603 Brevard Ave.pdf

VIII. COUNCIL BUSINESS:

VIII.1 20-722 Approve Resolution No. 2020-224 establishing a transition to 100 percent renewable, zero emission energy sources by 2035 for our municipality and 2050 for our entire community. (Assistant City Manager)

Attachments: Resolution 2020-224 Energy Resolution 2020.docx

VIII.2 20-730 Approval of Resolution No. 2020-225, adopting the Sustainability Action Plan and acknowledging the members of the Sustainability Advisory Committee for their outstanding commitment and pledge to develop a plan for the City of Cocoa, addressing sustainability goals for the future. (Community Services Director)

Attachments: Resolution 2020-____ adopting Sustainability Plan.docx
Sustainability Summary Town Hall.pptx
Sustainability Action Plan.pdf

IX. CITY BUSINESS:

IX.1 20-657 Ordinance No. 19-2020/1st reading: 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. (Administrative Services Director)

Attachments: Ordinance No. 19-2020 General Pension Ordinance Trustee-IRS Change ADA
Memo re SECURE Act 2.20.20 (01252367xBA9D6).pdf
Board of Trustees for the General Pension Plan.pdf
2020.10.22, No Impact Letter, Cocoa General.pdf

IX.2 20-665 Council Approval to enter into a Locally Funded Agreement with the Florida Department of Transportation (FDOT) to account for additional Construction Engineering and Inspection Services for the Dixon Blvd and Forrest Avenue sidewalk project for an estimated amount of $8,846. Authorize the City Manager to sign the Three-Party Escrow Account agreement and approve the Request for Direct Payment. Authorize the Mayor to sign the Resolution. (Public Works Director)

Attachments: CEI Manpower Est (Cocoa Sidewalk)-Amendment 01-rev - $8,846.pdf
City of Cocoa Sidewalk CEI Manpower and Costs - $8,846.pdf
441205-1-62-02 Non-Participating LFA.pdf
Three Party Escrow Agreement.pdf
102720 - LFA Agreement Resolution 2020-.docx

IX.3 20-693 Ordinance No. 18-2020/1st 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: Ordinance No. 18-2020 Police Pension Ordinance IRS Changes ADA (10-13-20

Memo re SECURE Act 2.20.20 (01252367xBA9D6).pdf

2020.10.22, No Impact Letter, Cocoa General.pdf

IX.4 20-705 Approve the Request for Qualifications (RFQ) Review Committee Recommendation of Three (3) Short-Listed Companies for RFQ Q-20-18-COC, General Contractor - Utility Systems; To Award RFQ Q-20-18-COC, General Contractor - Utility Systems to Atlantic Development of Cocoa, Inc., Danus Utilities, Inc. and Southern Underground Industries, Inc. as the City of Cocoa Utilities General Construction Contractors for Various Work Categories; To Authorize the City Manager to Negotiate and Execute the Agreement for Utilities General Construction Contractor with the Three Recommended Utility Contractors. (Utilities Director)

Attachments: RFQ Summary.pdf

B-20-10-COC ITB Pre-Bid Conference Call.pdf

RFQ Q-20-18-COC Final Results 9.11.20.pdf

IX.5 20-737 Approve the Financial Advisors Recommendation to Refinance Outstanding Florida Department of Environmental Protection State Revolving Loans as Listed in This Agenda Item through Private Placement of a SunTrust now Truist Bank Loan, not to Exceed $13,793,000 and Related Costs and Approve a Direct Prepayment of State Revolving Fund Loan #DW517060. (Finance Director)

Attachments: RFP Recap of Responses.pdf

FA Recommendation Letter Cocoa 10-20-20.pdf

Estimated Final Closing Documents as of 102020.pdf

MULTI-YEAR CONTRACTS:

IX.6 20-656

Award Bid # B-20-22-COC, Dyal Water Treatment Plant - Sludge Hauling/Removal to J&M Materials of Riverview, Inc., Seffner, Florida, for the Removal and Hauling of Lime and/or Ferric Sludge; Approve as a Three Year Multi-Year Contract with Two One-Year Option Renewals; and To Authorize the City Manager to Execute the Contract for the Original Term and any Renewals in an Amount Not to Exceed of $190,000 for Each Year of the Contract; and to Authorize the City Manager to Approve Related Purchase Orders up to $190,000 per year of the contract. (Utilities Director)

Attachments:

Public Ad_Invitation to Bid (B-20-22-COC).pdf

ITB B-20-22-COC Dyal Water Treatment Plant - Sludge Removal.pdf

Addendum 1_B20-22-COC.pdf

Addendum 2_B20-22-COC.pdf

Addendum 3_B20-22-COC.pdf

Addendum 4_B20-22-COC.pdf

Addendum 5_B20-22-COC.pdf

Pre Bid_Sign-In Sheet (B-20-22-COC).pdf

Bid Opening Sign_In Sheet (B-20-22-COC).pdf

Bid Tabulation Sheet (B-20-22-COC).pdf

Bid Summary (B-20-22-COC).pdf

FLSunBiz_SAMGov_Validationpdf.pdf

Service Level Agreement (UT-DYAL-21-SLA-J&M-001-00).pdf

IX.7 20-658

Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Single Source Purchase of Services from Spectrum; To Execute Two Multi-Year Spectrum Customer Service Orders for Ethernet Service between the City of Cocoa and Charter Communications Operating, LLC on behalf of Spectrum. Approve a Resolution Amending the FY21 Budget, BAF# 21-013-T. (Utilities Director)

Attachments:

City_of_Cocoa_-_Viera_Pump_Station2.pdf

City_of_Cocoa_-_Banana_River_Pump_Station2.pdf

Budget Resolution FY 2021 - Spectrum.docx

BAF 21-013-T-UT-Spectrum_Network Service (10-27-20) 20-658.pdf

Single Source Resolution Spectrum.pdf

IX.8 20-683 Council Approval for the Multi-Year Florida Department of Corrections Inmate Work Squad Contract #W1124 Amendment #3 for services between January 1, 2021 to December 31, 2021. Authorize the City Manager to execute the agreement and issue the purchase order. Approve a Resolution Amending the FY21 Budget, BAF #21-005 for Mowing Services, through the use of General Fund Contingency. (Public Works Director)

Attachments: Budget Resolution FY 2021.docx
BAF 21-005-A-PW-Mowing Contracts (10-27-20) Agenda 20-683.pdf
010121 - Inmate Work Squad Contract Renewal 3rd Amendment - $57,497.pdf

IX.9 20-712 Approve entry into multiyear piggyback agreement using Brevard County ITB# B2-18-65, effective December 15th, 2018 through December 14th, 2021 with Bound Tree Medical for the purchase of medical supplies and other ancillary products as needed for the Fire Department. Request Council grant the City Manager authorization to approve annual renewals and to issue the related purchase orders. (Fire Chief)

Attachments: B21865 NOA.pdf
B21865BIDTAB.pdf
Bid no. B-2-18-65 Consumable Medical Supplies.pdf
FD-21-PBG-BOUNDTREE-001-00 - Signed.pdf
RE Request Permission to Piggyback (Bid No. B2-18-65).msg

X. INFORMATIONAL AGENDA:

X.1 20-688 Fire Incident Summary Report for September 2020. (Fire Chief)

Attachments: September 2020 Calls for Service by Incident Type.pdf

X.2 20-689 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 09/30/2020. (Finance Director)

Attachments: PO Monthly Report to City Council 10.01.19 thru 09.30.20.pdf

X.3 20-708 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget By Classification September 2020.pdf

X.4 20-709 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: September 2020 Contingency Report.pdf

X.5 20-710 FY 2020 Budget Adjustment Report. (Finance Director)

Attachments: September FY 2020 EXPENSE Budget Tracking Worksheet.pdf
September FY 2020 REVENUE Budget Tracking Worksheet.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.

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-719

File ID:	20-719	**Type:**	Agenda	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	10/13/2020
Subject:				**Final Action:**	

Title: Approve the Agenda for the Regular meeting of October 27, 2020, as presented or with amendments.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	10-27-2020 Short Agenda ADA.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	cshealy@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: October 27, 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 and Minutes:

1. Agenda: Regular Meeting of October 27, 2020 (20-719)

2. Minutes: (a) Regular Meeting of September 9, 2020 (20-720)
(b) Regular Meeting of September 23, 2020 (20-721)

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 Task Order 2021-13 with Jacobs Engineering Group (Jacobs) to Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue (OR) funded Cocoa Utilities Capital Improvement Plan (CIP) Program Projects Related to Water Supply and Water Treatment in the amount of $374,708 (20-585). (Utilities Director)

2. Approve a Piggyback Contract Agreement utilizing Palm Coast contract RFSQ-CD-20-31 with Connect Consulting, Inc. (CCI), High Springs, Florida for Professional Hydrogeological Services, Project No. WS1106 in an Amount Not to Exceed of $250,000 for FY 2021. Authorize the City Manager to Approve any Subsequent Annual Renewals under the above Palm Coast contract, not to exceed three one-year renewals with a Limited Renewal Amount of $250,000 for Each Fiscal Year Pending Palm Coast's Renewal of the Contract; Authorize the City Manager to Approve Task Orders Under this Contract. (20-613). (Utilities Director)

3. Approve the Seventh Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective October 1, 2020 through September 30, 2021. (20-680). (Utilities Director)

4. Approve entering into a co-operative purchasing agreement with Granite Inliner (formally Layne In-Liner LLC) in the amount of $71,578.00 and a Resolution for a 10% contingency of $7,157.80 for a total of $78,735.80, using Polk County Bid 20-577 approved April 22, 2020 through May 31, 2021, to reline the stormwater pipe on Wilson Ave. Approve City Manager authority to issue the related purchase order and any use of contingency. Approve a Resolution Amending the FY21 Budget, BAF# 21-010-T. (20-696). (Public Works Director)

5. Approve Participation in a Cooperative Purchase Agreement with Harcros Chemicals, Inc., Kansas City, Kansas, to Purchase Hydrofluorosilicic Acid (Fluoride) Utilizing the City of Oviedo Contract #ITB19-36, Effective October 1, 2019 through September 30, 2020 with Four (4) Additional One-Year Extensions. Approve year One (1) of four (4) Extensions and Grant the City Manager the Authority to Sign and Implement Additional Extensions and Purchase Orders should the City of Oviedo Extend the Contract. (20-706). (Utilities Director)

6. Accept the Award of the Firehouse Subs Grant, a Private Foundation Grant, in the amount of $33,180.00. Firehouse Subs will be purchasing the extrication equipment for the City of Cocoa Fire Department, however for accounting purposes, approve a Resolution Amending the FY2021 Budget, BAF# 21-011-A. (20-715). (Fire Chief)

VII. Public Hearings:

1. Pass on 2nd Reading: ORDINANCE 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. (20-717). (Community Services Director)

2. Ordinance No. 08-2020/Second and Final Reading: 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. (20-724). (Chief of Police)

3. Consideration of a Binding Development Agreement between the City of Cocoa, Florida and Lodging Decisions Inc. to allow an 8-story hotel with 100+ rooms, attached retail space and a parking garage structure, and to approve a conceptual development plan, on three parcels of land. (20-744). (Community Services Director)

VIII. Council Business:

1. Approve Resolution No. 2020-224 establishing a transition to 100 percent renewable, zero emission energy sources by 2035 for our municipality and 2050 for our entire community. (20-722). (Assistant City Manager)

2. Approval of Resolution No. 2020-225, adopting the Sustainability Action Plan and acknowledging the members of the Sustainability Advisory Committee for their outstanding commitment and pledge to develop a plan for the City of Cocoa,

addressing sustainability goals for the future. (20-730). (Community Services Director)

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1. Ordinance No. 19-2020/1st reading: 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. (20-657). (Administrative Services Director)

2. Approval to enter into a Locally Funded Agreement with the Florida Department of Transportation (FDOT) to account for additional Construction Engineering and Inspection Services for the Dixon Blvd and Forrest Avenue sidewalk project for an estimated amount of $8,846. Authorize the City Manager to sign the Three-Party Escrow Account agreement and approve the Request for Direct Payment. Authorize the Mayor to sign the Resolution (20-665). (Public Works Director)

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4. Approve the Request for Qualifications (RFQ) Review Committee Recommendation of Three (3) Short-Listed Companies for RFQ Q-20-18-COC, General Contractor - Utility Systems; To Award RFQ Q-20-18-COC, General Contractor - Utility Systems to Atlantic Development of Cocoa, Inc., Danus Utilities, Inc. and Southern Underground Industries, Inc. as the City of Cocoa Utilities General Construction Contractors for Various Work Categories; To Authorize the City Manager to Negotiate and Execute the Agreement for Utilities General Construction Contractor with the Three Recommended Utility Contractors. (20-705). (Utilities Director)

5. Approve the Financial Advisors Recommendation to Refinance Outstanding Florida Department of Environmental Protection State Revolving Loans as Listed

in This Agenda Item through Private Placement of a SunTrust now Truist Bank Loan, not to Exceed $13,793,000 and Related Costs and Approve a Direct Prepayment of State Revolving Fund Loan #DW517060. (20-737). (Finance Director)

Multi-Year Contracts:

6. Award Bid # B-20-22-COC, Dyal Water Treatment Plant - Sludge Hauling/Removal to J&M Materials of Riverview, Inc., Seffner, Florida, for the Removal and Hauling of Lime and/or Ferric Sludge; Approve as a Three Year Multi-Year Contract with Two One-Year Option Renewals; and To Authorize the City Manager to Execute the Contract for the Original Term and any Renewals in an Amount Not to Exceed of $190,000 for Each Year of the Contract; and to Authorize the City Manager to Approve Related Purchase Orders up to $190,000 per year of the contract. (20-656). (Utilities Director)

7. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Single Source Purchase of Services from Spectrum; To Execute Two Multi-Year Spectrum Customer Service Orders for Ethernet Service between the City of Cocoa and Charter Communications Operating, LLC on behalf of Spectrum. Approve a Resolution Amending the FY21 Budget, BAF# 21-013-T. (20-658). (Utilities Director)

8. Approval for the Multi-Year Florida Department of Corrections Inmate Work Squad Contract #W1124 Amendment #3 for services between January 1, 2021 to December 31, 2021. Authorize the City Manager to execute the agreement and issue the purchase order. Approve a Resolution Amending the FY21 Budget, BAF #21-005 for Mowing Services, through the use of General Fund Contingency. (20-683). (Public Works Director)

9. Approve entry into multiyear piggyback agreement using Brevard County ITB# B2-18-65, effective December 15th, 2018 through December 14th, 2021 with Bound Tree Medical for the purchase of medical supplies and other ancillary products as needed for the Fire Department. Request Council grant the City Manager authorization to approve annual renewals and to issue the related purchase orders. (20-712). (Fire Chief)

X. Informational Agenda:

1. Fire Incident Summary Report for September 2020. (20-688). (Fire Chief)

2. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 09/30/2020. (20-689). (Finance Director)

3. Data showing the relation between the estimated and actual income and expenses to date. (20-708). (Finance Director)

4. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (20-709). (Finance Director)

5. FY 2020 Budget Adjustment Report. (20-710). (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.

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-720

File ID:	20-720	**Type:**	Minutes	**Status:**	Minutes
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	10/13/2020
Subject:				**Final Action:**	

Title: Approve the Minutes of the Regular meeting of September 9, 2020, as written or with amendments.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	09-09-2020 Minutes ADA.pdf, EXHIBITS A, D, E-E comments from L. Sinclair.pdf, EXHIBIT B-Form 8B submitted by Councilmember Koss.pdf, EXHIBIT C-FY2021 Budget 1st Public Hearing (090920)Final.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	cshealy@cocoafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

MINUTES
City of Cocoa
Regular Meeting of The City Council

September 9, 2020

A Regular City Council Meeting was held on Wednesday, September 9, 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 6:00 p.m.

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
	Matt Fuhrer	Interim City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; John Hankins, Commander; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Lora Howell, Deputy Finance Director; Nancy Bunt, Community Services Director; LeShawn Hinton, Helpdesk Support Tech; and Lea Malarae, Senior Budget Analyst.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of September 9, 2020 (20-560)

2. Minutes: (a) Special Meeting of August 4, 2020 (20-561)

(b) Regular Meeting of July 22, 2020 (20-589)

(c) City Manager Candidate Virtual Town Hall of August 13, 2020 (20-590)

(d) Special City Council Meeting of August 14, 2020 (20-591)

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to remove Item III.1 (Awards and Presentations) from the agenda.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve the Minutes for the Special Meeting of August 4, 2020; the Regular Meeting of July 22, 2020; City Manager Candidate Virtual Town Hall of August 13, 2020; and the Special City Council Meeting of August 14, 2020 as written.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

~~1. Presentation by Family Promise of Brevard-Update. (20-562). (Tara Pagliarini)~~

- **This item was removed from the agenda.**

IV. Delegations:

Aleck Greenwood, 640 Brevard Avenue, Cocoa, shared information from the Commercial Property Group meetings and advised that they hear a lot of negatives regarding building in Cocoa. They do not like the reputation Cocoa has and would like that corrected.

Mike Graham, 3496 Rocky Gap Place, Cocoa, spoke regarding issues with the water utility. He has met with several members of the community and they feel that a board needs to be set up regarding the Cocoa water utility. He mentioned emails that he has sent and that no one has responded. He lives in Cocoa north and asked who represented that area. It was noted that no one on Council represents that area as it is County.

Mayor Williams explained how the system works and that there is representation with the County Commission, as they represent county residents

Mr. Graham felt that the water should be handled by the County.

Ms. Gemmati read an E-Comment from L. Sinclair into the record[1]. Mayor Williams noted if he was calling out anyone individually the comment would not be heard.

Attorney Garganese stated that he did not know what was going to be read but Mr. Sinclair could address the Chair and Council like anyone else does. There are rules to slanderous comments, etc

Interim City Manager Fuhrer read the comment into the record.

V. Reports:

Mr. Smith noted that Consent Item #1 should say FY 20 budget.

Commander Hankins supplied all of Council with the Police Department's Annual Report.

Chief Lamm, provided an update on COVID-19. There are currently 7,742 cases in Brevard County, 819 in Cocoa, and within the City limits of Cocoa there are 24 active cases. He stressed that we are still being urged to continue to follow the CDC guidelines, as the flu season is rapidly approaching. Although numbers are continuing to get better he does not want there to be a false sense of security.

Interim City Manager Fuhrer added that at the August 12th Council meeting an emergency ordinance was adopted related to face coverings. In that ordinance, it states that it will be reviewed periodically. No action is needed unless they want to terminate the ordinance. He noted that he tried to bring in the County medical director to speak but he was not available.

*** IT WAS A CONSENSUS AMONG COUNCIL TO CONTINUE WITH THE EMERGENCY ORDINANCE.**

Ms. Bunt announced that she has worked with Ms. Senger and they have put together flyers for the Open Spaces Park Plan. They are working on post cards and with Preach Jar (which is through the school system), along with an FYI blast in order to get input from residents as to what they are looking for in regards to

[1] EXHIBIT A: E-Comment from L. Sinclair

parks. She asked them to put it on Facebook and other social media outlets as well in hopes of getting more response to the surveys.

Ms. Bunt provided an update on the CRF funds and that the application process opened last Friday. They have close to fifty applications at this point. The City received $58,219 and all funds are committed. Additionally, she received an email confirmation today and the City will receive about $133,000 in CDBG-CV3 funds.

Interim City Manager Fuhrer spoke in regards to the City Council's direction to reach out to the FBI for an investigation of the City. They have reached out and gathered information which was provided to the Mayor as he brought forward the item, so that he could meet with the agent. The meeting is scheduled for September 15th.

Interim City Manager Fuhrer advised that they had received a request from the Tourism Development Office as they are looking for a space for the Sports Committee Meeting on October 20th. They are asking to use Conference Room 1 at the Cocoa Civic Center. They need space because the Supervisor of Elections has most rooms at the Government Center booked due to the elections and they cannot pay for space.

* **MOTION by Councilmember Koss; Seconded by Councilmember Warner, to approve the Tourism Development Office to use Conference Room 1 at the Cocoa Civic Center at no cost on October 20, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilmember Warner pointed out some of the statistics from the Cocoa Police Department Annual Report and felt that the body cameras were working. She thanked the police department for managing all of the calls and for their work.

Councilmember Koss acknowledged for the record, that she had submitted Form 8B, a Memorandum of Voting Conflict[2], for the recent vote on the issue of waiving of the fees for the Cocoa High School Chorus.

She spoke about an article regarding online participation in meetings event after COVID-19. We will have a state of the art AV system and she hopes to increase citizen engagement.

[2] EXHIBIT B: Form 8B submitted by Councilmember Koss

Councilmember Koss announced that her Town Hall will be held on October 20th at 6 pm at the Museum of Natural History and will be a little different. They will have an opportunity to see the exhibits and hear about the assets of District 4. Additionally, the theme is how we have been moving toward becoming more storm prepared.

She advised that she sits on the Save Our Indian River Lagoon Citizen Oversight Committee and she explained the reasonings behind the color of the water in the Lagoon.

In closing, she noted that she had a conversation with a utility customer at the grocery store who had a leak on their side and had it repaired but had a large bill. The City's was reduced but they were not aware that because they are a Rockledge resident that they should go to them to get the sewer reduced. She felt that the majority of our customers do not know where they need to go for issues like this. She would like Customer Service to look and see how the process could be consolidated as helping people during this time is important.

Councilmember Koss presented Deputy Mayor Goins with the book "The Little Engine that Could" for his son who just turned one. She explained her reasoning behind giving him that particular book.

Councilmember Boisvert advised that he had met with a few police officers and asked how their new cameras were working. Commander Hankins stated there were a few hiccups with mics and body placement, but the officers seem to love them. Councilmember Boisvert thanked the police for the great job they are doing.

Deputy Mayor Goins advised that on September 19th, Love Incorporated was having a food distribution at 10 am at the Joe Lee Smith Center and on September 27th, Florida Right's Restoration would be hosting an event at Provost Park from 12 pm – 5 pm.

Mayor Williams thanked Mr. Smith for the paving on Pineda Street. He noticed that all of the residents seem to be thankful.

He thanked City staff and U-Haul in Rockledge for helping to unload the pallets at the F.L.O.C.K., which included around fifty boxes of produce. There are still a lot of people in need of food.

Mayor Williams thanked both Utilities and Customer Service as there have been a lot of issues lately and residents are grateful to staff for their assistance.

Mayor Williams acknowledged that it is election time and he is hoping that after the election the sign ordinance can be revisited as the Village looks like a mess and he feels the signs are too much.

He thanked Commander Hankins for the report and for providing masks at the parks. He let people know that trash was not being tolerated in the parks and people immediately began to clean up and they asked for masks. People will do things if we take the time to speak with them. He felt the need to emphasize cleanliness in the main thoroughfares as many are a mess and they should not be.

VI. Consent Agenda:

1. Approval a Resolution Amending the FY~~21~~20 Budget, BAF# 20-102-A, moving funds from the Capital Project Fund to the General Fund, for the Travis Park Community Center Bleachers. (20-557). (Public Works Director).

2. Approve a Resolution Amending the FY 2020 Budget, BAF# 20-103-A, adding additional budget for the Water/Sewer Funds Revenue Bond, Series 2018 B principal payment through the use of the Water/Sewer Funds contingency. (20-584). (Finance 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)

VII. Public Hearings:

1. Approve Final Fire Assessment Resolution No. 2020-195 and the Non-Ad Valorem Assessment Roll for Fire Protection Assessment Fiscal Year 2021. (20-551). (Finance Director)

Ms. Bowman explained the item in detail and noted that since 2006 the City has done a fire assessment and in June 25, 2020 Council approved the recommendation by the consultants who do an analysis each year. It is required by ordinance that the preliminary resolution be approved and then a public hearing be held afterwards for the purpose of adopting a final assessment

resolution. The Final hearing is being held tonight, September 9, 2020 and if approved, the final rates will be submitted to the Brevard County Tax Collector, no later than September 15, 2020. They have updated the verbiage in the agenda item to note there is debt service tied to this assessment.

RESOLUTION NO. 2020-195

A RESOLUTION OF THE CITY COUNCIL OF COCOA, FLORIDA, PROVIDING FOR THE ADOPTION OF THE FINAL ASSESSMENT RATE AND FINAL ASSESSMENT ROLL RELATING TO THE DELIVERY AND FUNDING OF FIRE PROTECTION SERVICES AND FACILITIES WITHIN THE CITY; PROVIDING FOR THE IMPOSITION OF NON-AD VALOREM SPECIAL ASSESSMENTS PURSUANT TO ORDINANCE 20-2006 WITHIN THE ENTIRE AREA OF THE CITY TO FUND FIRE PROTECTION SERVICES AND FACILITIES; ESTABLISHING FIRE ASSESSMENT RATES FOR CITY FISCAL YEAR 2020/2021; ESTIMATING THE FIRE PROTECTION COSTS TO BE RECOVERED THROUGH SUCH ASSESSMENTS; RESTATING THE MAXIMUM ASSESSMENT RATE AND METHOD OF APPORTIONING THE BENEFITS AND COSTS OF FIRE PROTECTION SERVICES AND FACILITIES AMONG AFFECTED REAL PROPERTY PREVIOUSLY ADOPTED BY THE CITY COUNCIL BY RESOLUTION 2015-057; AND PROVIDING AN EFFECTIVE DATE.

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

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve Final Fire Assessment Resolution No. 2020-195 and the Non-Ad Valorem Assessment Roll for Fire Protection Assessment Fiscal Year 2021.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the Final Stormwater Assessment Resolution 20-196 and the Non-Ad Valorem Assessment Roll for Stormwater Utility Services, Fiscal Year 2021. (20-553). (Finance Director)

Ms. Bowman mentioned that this was to approve Resolution No. 2020-196 and the non-ad valorem assessment roll. She explained that in 2019, through Council approval the method of collecting this was changed for it to be on the tax bill. At the June 25, 2020 workshop Council approved the analysis provided by the City's consultant to increase it by 9%.

RESOLUTION NO. 2020-196

A RESOLUTION OF THE CITY COUNCIL OF COCOA, FLORIDA, RELATING TO STORMWATER SERVICES, FACILITIES AND PROGRAMS; PROVIDING FOR THE IMPOSITION OF NON-AD VALOREM SPECIAL ASSESSMENTS PURSUANT TO ORDINANCE 10-2019 WITHIN THE ENTIRE AREA OF THE CITY TO FUND STORMWATER SERVICES, FACILITIES AND PROGRAMS; ESTABLISHING STORMWATER ASSESSMENT RATES FOR CITY FISCAL YEAR 2020/2021; DIRECTING THE CITY MANAGER TO PREPARE A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED SPECIAL ASSESSMENTS; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Mayor Williams added that prior to this stormwater assessment, fee collection posed some possible legal issues.

Councilmember Koss asked when the proposal for incentives would be completed. In response, Mr. Smith advised that they were in the final draft of the Stormwater Mitigation Credit Policy for commercial and residential properties. Once the policy is adopted they will have until around May of next year to apply.

Further discussion was held on grant opportunities and funding dedicated to the stormwater plan.

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

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Conduct a Public Hearing on the tentative millage rate and tentative budget and:

(a) Adopt Resolution No. 2020-201 adopting a tentative millage rate of 5.9790 mills, for the City of Cocoa, commencing on October 1, 2020 and ending on September 30, 2021.

Ms. Bowman provided a presentation[3] and explained the reasons for tonight's public hearing, pointing out that Council would be adopting the FY 2021 City of Cocoa Tentative Millage Rate. She further pointed out that the tentative millage rate cannot exceed the millage rate of 5.9790 approved by City Council on July 22, 2020. She further advised that their second step for tonight's hearing was to adopt the FY 2021 City of Cocoa Tentative Budget. Lastly, they need to set the second public hearing, which will be on September 23, 2020 at 6:00 p.m. in Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922, as Cocoa must have a balanced budget by October 1, 2020.

She provided a historical review of the ad valorem tax base and provided the FY 2021 TRIM Rate options.

Ms. Bowman explained the reduction to the ad valorem due to the required TIF payments to the CRA's from the General Fund. She reminded Council that the US 1 CRA would be sunsetting on September 30, 2020 so there would only be two CRA's remaining.

Ms. Bowman pointed out that the City of Cocoa was seventh when comparing FY 2021 millage rates with other Brevard County cities.

In closing, Ms. Bowman made the following public announcement.

- The City of Cocoa is the taxing authority
- The rolled-back rate is 5.8274
- The rolled-back rate is a 2.60% increase
- The millage rate to be levied is 5.9790
- The millage rate of 5.9790 is a tax increase of 2.60% as a percent change of the rolled-back rate

She reiterated the requested action which is to: Approve Resolution No. 2020-201, adopting the tentative millage rate of 5.9790 mills. for the City of Cocoa, commencing on October 1, 2020 and ending on September 30, 2021.

Mayor Williams opened the hearing to the public.

Mr. Greg Stoll, 2203 Salem Drive, Cocoa, advised that he had emailed Council with a handout that he provided regarding his own taxes from 2010 to 2020. He noted that the non-ad valorem taxes were eating him up. He voiced concerns as he is now on a fixed income. He urged Council to be fiscally responsible in the future.

[3] EXHIBIT C: FY 2021 Budget Presentation

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

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve Resolution No. 2020-201, adopting the tentative millage rate of 5.9790 mills for the City of Cocoa, commencing on October 1, 2020 and ending on September 30, 2021, for discussion.**

Councilmember Warner advised that in preparation for this meeting she did a little research and was reading nationwide articles on what is happening in other parts of the country. She came across some information where cities and states are seeing thirty to forty percent increases in millage rates and we are looking at a 2.6% change.

In response, Ms. Bowman believed that they are probably very dependent on ad valorem revenue.

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

(b) Adopt Resolution No. 2020-202 adopting the FY2021 tentative budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2020 and ending on September 30, 2021. (20-554). (Finance Director)

Ms. Bowman provided a presentation on the budget and provided breakdown of the FY 2021 proposed budget versus the FY 2020 amended budget. She explained some of the new funds that are in the upcoming budget and the reasoning for those.

Ms. Bowman discussed in detail amendments to the FY 20 budget in the General Fund due to COVID-19.

FY 2021 Water/Sewer and Impact Fee Funds Revenue by funding source were explained as well as the FY 2021 Stormwater Fund Revenue by funding source.

Expenses were shown in detail and she provided a breakdown of the FY 2021 proposed budget versus the FY 2020 amended budget by fund.

General Fund expenditure trends were reviewed, along with FY 2021 proposed budget versus FY 2020 amended budget by division, including the Water/Sewer Fund and Stormwater fund.

The FY 2021 proposed General Fund, Water/Sewer, and Stormwater Capital Budgets were explained, and Ms. Bowman provided some significant capital items that have been deferred to FY 2022.

Ms. Bowman further pointed out that included in this FY 2021 budget is a 3% increase to the minimum, midpoint, and maximum paygrades for General employees, or as outlined within each Union Contract, or by way of Memorandum of Understanding.

Ms. Bowman provided the following public announcement.

- Public Comment on 1st Public Hearing for FY 2021 Tentative Budget and CIP

She reiterated the requested action, which is to approve Resolution No. 2020-202, adopting the Fiscal year 2021 tentative budget and CIP for the City of Cocoa, for the Fiscal Year commencing on October 1, 2020 and ending on September 30, 2021.

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

* **MOTION by Councilmember Koss; Seconded by Councilmember Warner, to approve Resolution No. 2020-202, adopting the Fiscal year 2021 tentative budget and CIP for the City of Cocoa, for the Fiscal Year commencing on October 1, 2020 and ending on September 30, 2021.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Ms. Bowman mentioned that they would be setting the second public hearing for September 23, 2020 and Council would be requested to adopt a final millage rate and final FY 2021 Budget.

VIII. Council Business:

1. Approve the current Code Enforcement Lien for the property located at 1311 Elizabeth Ave., be reduced to $500.00 as recommended by the Code Enforcement Board. (20-323). (Chief of Police)

* **MOTION by Councilmember Koss; Seconded by Mayor Williams, to approve the item[4].**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

[4] Councilmember Warner left the meeting at 7:32 p.m.

2. Approve the Code Enforcement Lien for the property located at 252 Orange St be Reduced to $0, as recommended by the Code Enforcement Board. (20-556). (Chief of Police)

Ms. Gemmati read an E-Comment from Larry Sinclair[5] into the record.

* **MOTION by Mayor Williams; Seconded by Councilmember Koss, to approve the item.**

Councilmember Boisvert advised that everyone pays what the lien is reduced to and we have never reduced a lien to $0. He noted he was not for this.

After a question posed by Deputy Mayor Goins as to the requested action, Commander Hankins advised that the $2,290 was attributed to the City's work and has nothing to do with the incurred fines. Staff wanted to recoup at least the City's costs and the Code Board requested that it be reduced to zero.

Mayor Williams advised that this was a part of the Home Maintenance Plan and gravel was one of the solutions, as well as other options that could be used. He was not sure when things changed.[6]

Aleck Greenwood, 640 Brevard Avenue, Cocoa, does not want a gain of any type from this. He pointed out that he was the first to be charged for putting gravel down when he was upgrading his property. It was never enforced before and it was a unanimous vote by Council that the gravel code was vague and later there were some residential homes being charged. Mr. Greenwood felt he was singled out for this item as he was given information from the Building Official that there was no permit required for gravel or brick pavers. This provides a good base as well when you put concrete in later on. Other options for coverage are very expensive and the Code is very vague.

Mayor Williams pointed out that in the late fifties and sixties there were not driveways, just dirt, and when they looked at the Home Maintenance Plan they looked at different materials that could be used instead of concrete. He feels that some things are just taken a little too far and maybe there are a few corrections and modifications that could be made to some of these codes.

Councilmember Warner was confused as she had a home that had gravel for a parking pad because they were told that they could not park on the dirt. They had to get a permit which was no problem and just had to ensure that the gravel was secured. Six years later she went to replace the gravel and was told it was

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5 EXHIBIT D: E-Comment from L. Sinclair

6 Councilmember Warner returned to the meeting at 7:48 p.m.

not possible. There have been a few other residents cited for gravel and asked if there had been a change.

Ms. Bunt explained what the City's Code allows and why some have been cited or why some residents were grandfathered in and allowed to use what they have.

Those grandfathered in would have received a letter from Planning & Zoning.

Mayor Williams stated that he was in the public meetings when this was discussed and there were a lot of comments from residents who were allowed to put other materials down. There was also an article in Florida Today about it.

Ms. Bunt advised that she has the article but was explaining what the City Code says. She pointed out that the main concern was the stormwater in the event the material washes into the street.

Deputy Mayor Goins advised that asphalt millings are allowed in Canaveral Groves and that was one of the best things that you can use. He agreed that this needed to be reviewed and possibly changed. There should be a way to accommodate those who cannot pour concrete.

Ms. Bunt corrected herself and noted that it was loose millings that could not be used.

The vote on the motion was:

AYES: Williams, Goins, Koss, Warner

NAYS: Boisvert

THE MOTION CARRIED (4-0)

3. Approve the current Code Enforcement Lien for the property located at 112 Derby St., be reduced to $1,107.60 as recommended by the Code Enforcement Board. (20-558). (Chief of Police)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Consider the reappointments of Mr. Michael Kirn and Mr. Paul Kamus as members of the Police Pension Board through September 30, 2024; and ratify the appointment of Mr. John A. Casey to the Police Pension Board as the fifth

member through September 30, 2024. (20-571). (Administrative Services Director).

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Consider the appointment of Stephen Harrell as a member of the General Employees Pension Board through September 30, 2023. (20-575). (Administrative Services Director)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Consider approving a City Manager Employment Agreement with Stockton Whitten, effective October 9, 2020. (20-586). (City Attorney)

Attorney Garganese noted that the contract was substantial in comparison to what has been used in the past. Additionally, benefits and compensation are set forth in the agenda item and contract.

Ms. Gemmati read an E-Comment from Larry Sinclair[7] in to the record.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mr. Whitten was in attendance and thanked Council for the honor of hiring him as City Manager. He looked forward to working with all of them to make the City the best that it can be. He looked forward to the challenges.

IX. City Business:

1. Approve a Resolution, suspending the automatic 5% rate increase, to Water, Sewer, Reclaim, Fireline and Hydrant Utility Service and Usage, as outlined

[7] EXHIBIT E: E-Comment from L. Sinclair

in Resolution 2016-87 for Fiscal Year 2021. Accept the Fiscal Year 2020 Water/Sewer Revenue Sufficiency Final Report, completed by our consultant, Stantec Consulting Services, Inc. (20-555). (Finance Director)

Ms. Bowman advised that usually around this time Stantec comes forward with a revenue sufficiency analysis and staff has been working with them to do a full utility work study update. Since it is not ready at this time, staff was requesting to suspend the increase. A utilities workshop will be held in the coming months to discuss fees as well.

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None.

X. Informational Agenda:

None.

XI. Adjournment:

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to adjourn the Regular meeting of September 9, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:01 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Carie Shealy

From: Samantha Senger
Sent: Wednesday, September 09, 2020 10:18 AM
To: Tammy Gemmati
Subject: Fwd: New eComment for City Council

Sent from my iPhone

Begin forwarded message:

From: "noreply@granicusideas.com" <noreply@granicusideas.com>
Date: September 8, 2020 at 9:32:41 PM EDT
To: Samantha Senger <ssenger@cocoafl.org>
Subject: New eComment for City Council

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

New eComment for City Council

Guest User submitted a new eComment.

Meeting: City Council

Item: 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.

eComment: At the August 12, 2020 City Council Meeting Jake Williams called for an FBI investigation to take place alleging city staff were engaged in development schemes etc. In that meeting and that item Williams never once mention myself or Broadmoor Acres Community Restoration Inc. Yet on Aug 13, 2020 Jake Williams gave an interview with Dave Berman and Alessandro Marazzi Sassoon which was published online on Aug 13, 2020 and in the print

edition of Aug 14, 2020. In this article the Mayor in his position as Mayor made allegations accusing myself and BACRAP of operating a development scheme involving City Staff; moving poor black and white families from their homes causing code liens to add up. BACRAP has never bought a single property with a home on it; we have never sought nor obtained any lien reduction/forgiveness other than the negotiated agreement with City to build new homes for families to own. I have requested Williams either produce a single example and transaction he claimed was done through code harassment/liens or immediately issue public apology and admission he lied. I will not sit back and allow Williams to make outright false untrue attacks and claims against BACRAP or myself. The city of Cocoa has chosen to not provide an apology and acknowledgement they have no evidence to support Williams claims. Tonight Williams produces evidence and documentation in support of his accusations or he remove himself from Council immediately. Larry Sinclair 1052 Mitchell St Cocoa

View and Analyze eComments

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Carie Shealy

From: Samantha Senger
Sent: Wednesday, September 09, 2020 10:18 AM
To: Tammy Gemmati
Subject: Fwd: New eComment for City Council

Sent from my iPhone

Begin forwarded message:

From: "noreply@granicusideas.com" <noreply@granicusideas.com>
Date: September 8, 2020 at 9:44:58 PM EDT
To: Samantha Senger <ssenger@cocoafl.org>
Subject: New eComment for City Council

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

New eComment for City Council

Guest User submitted a new eComment.

Meeting: City Council

Item: VIII.2 20-556 Approve the Code Enforcement Lien for the property located at 252 Orange St be Reduced to $0, as recommended by the Code Enforcement Board. (Chief of Police)

eComment: This code reduction is nothing short of special treatment for friend of the Mayor and that fact that Aleck Greenwood continued to ignore the code liens and violations and was allowed to use his seat on planning and zoning board to have zoning changed to permit his violation to not be a violation is a violation of Ethics Laws and the law. Members of Boards are not entitled to have their violations dismissed and their failures/refusal to comply for two years is not worthy of a lien reduction that allows Greenwood to not have to pay the city cost like everyone else. George Brown, Jim Gifford and others should be immediately removed from serving on the Code Board after this blatant display of favoritism and ignoring the facts that Greenwood perjured himself before this Code board in 2017. The actions of this board are discriminatory and and abuse of Board members power to aide a friend. This board and its member who repeatedly talk about what Greenwood has done and donated to this city is a

outright lie and you can't produce a single instance of a single donation by Aleck Greenwood to this city. If this council agrees with this recommendation and reduces Greenwoods liens to zero I will personally pay for every citizen who has had to pay a cent in code liens since 2017. Larry Sinclair 1052 Mitchell St Cocoa Florida 32922 321-417-4213

View and Analyze eComments

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Carie Shealy

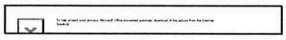
From: Samantha Senger
Sent: Wednesday, September 09, 2020 10:18 AM
To: Tammy Gemmati
Subject: Fwd: New eComment for City Council

Sent from my iPhone

Begin forwarded message:

> **From:** "noreply@granicusideas.com" <noreply@granicusideas.com>
> **Date:** September 8, 2020 at 9:53:48 PM EDT
> **To:** Samantha Senger <ssenger@cocoafl.org>
> **Subject: New eComment for City Council**

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!



New eComment for City Council

Guest User submitted a new eComment.

Meeting: City Council

Item: VIII.6 20-586 Consider approving a City Manager Employment Agreement with Stockton Whitten, effective October 9, 2020. (City Attorney)

eComment: Any City Manager Employment Agreement must contain within it a clause which specifically authorizes and directs the New City Manager to immediately contact Brevard County Sheriff Dept and/or Florida Department of Law Enforcement to conduct investigations independent of Council when the City Manager at anytime has reason to believe any member of Council has violated ethics Laws, City Charter terms, Florida Sunshine Laws without having such investigation requests disclosed to Council until a final investigative report has been produced. Larry Sinclair 1052 Mitchell St Cocoa, Florida 32922

View and Analyze eComments

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FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Koss-Lorraine-Loken	City of Cocoa
MAILING ADDRESS 2115 N Indian River Drive	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY / COUNTY Cocoa / Brevard	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED 8-26-2020	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Lorraine Koss, hereby disclose that on August 26, 20 20 :

(a) A measure came or will come before my agency which (check one or more)

✓ inured to my special private gain or loss; questionably

___ inured to the special gain or loss of my business associate, _____ ;

___ inured to the special gain or loss of my relative, _____ ;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

On behalf of the City of Cocoa I volunteered to assist the Cocoa High School Chorus with renting a room at the City of Cocoa Porcher House to hold their special graduation recognition event. This particular school program has won numerous awards including being one of two schools in the United States invited to perform at Carnegie Hall for the 2019-911 commemoration. Their previous event venue (offered to them for free) had to cancel the night before the event, due to the approaching tropical storm Isaias. The event occurred on August 1, 2020.

The City Council voted to waive and reimburse the facility use fee of $266.25 to rent the Porcher House for this event. I previously paid the City's facility use fee expecting that the rest of Council would agree that this was in the best interests of the City of Cocoa to support Cocoa High School's award winning Chorus.

In an abundance of caution, I declared a voting conflict and abstained from voting on this matter.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

9/4/2020
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.



FY2021 Budget Presentation

1St Public Hearing

September 9, 2020

EXHIBIT C: FY 2021 Budget Presentation

Objectives of this Public Hearing

- Adopt a Tentative Millage Rate for FY2021
- Adopt a Tentative Budget for FY2021
- Set 2nd Public Hearing – September 23, 2020 at 6:00p.m., Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922
  - The City must have a balanced budget by October 1, 2020

TRIM (Truth In Millage) Process

Step 1

- Adopt the FY 2021 City of Cocoa Tentative Millage Rate

Note: The tentative millage rate cannot exceed the millage rate of 5.9790 approved by City Council on July 22, 2020

Step 2

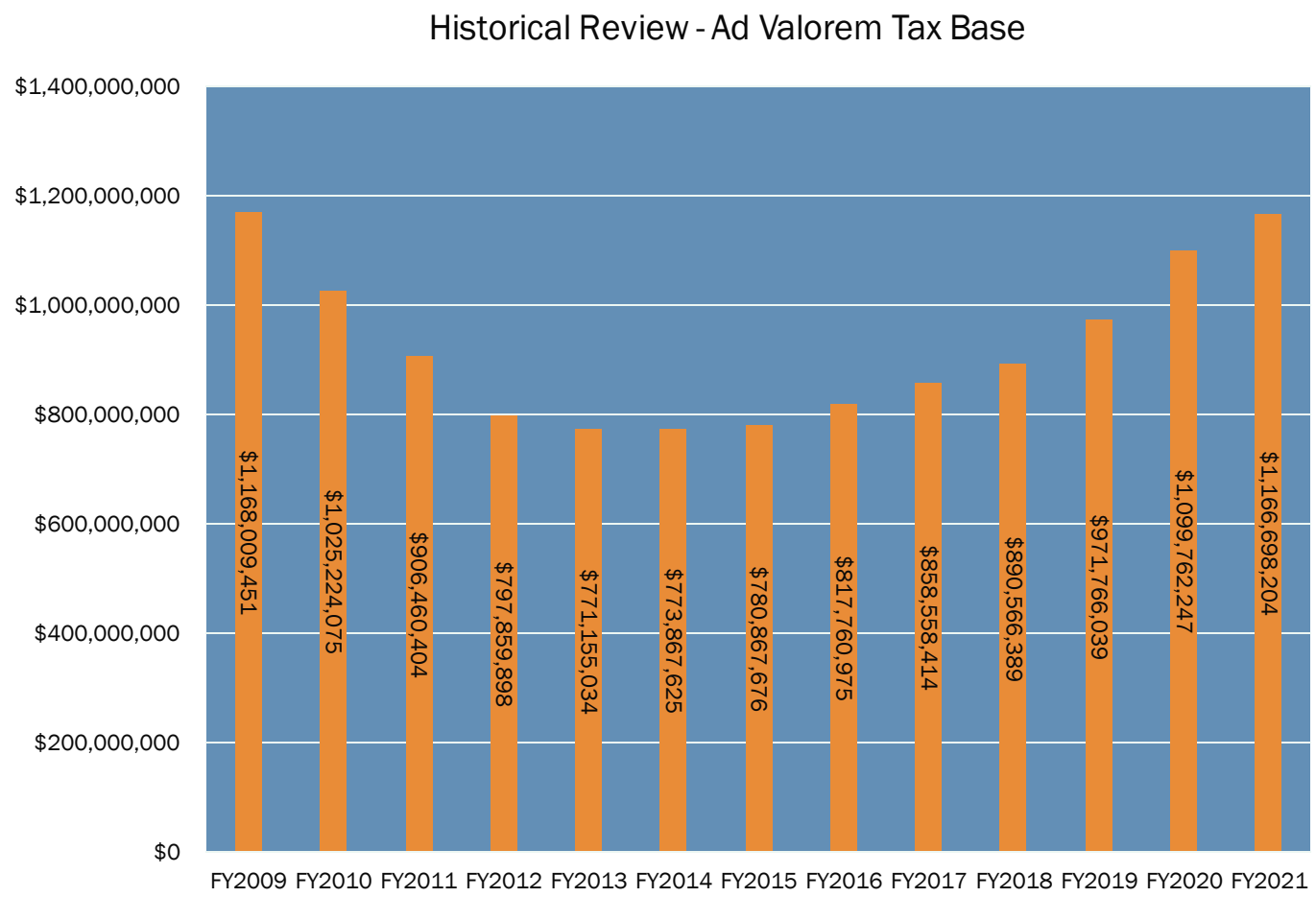
- Adopt the FY 2021 City of Cocoa Tentative Budget

Historical Review
Ad Valorem Tax Base

Fiscal Year		Valuation		% of Change
FY2009		$1,168,009,451		(0.9%)
FY2010		$1,025,224,075		(12.2%)
FY2011		$906,460,404		(11.6%)
FY2012		$797,859,898		(12.0%)
FY2013		$771,155,034		(3.3%)
FY2014		$773,867,625		0.4%
FY2015		$780,867,676		0.9%
FY2016		$817,760,975		4.7%
FY2017		$858,558,414		5.0%
FY2018		$890,566,389		3.5%
FY2019		$971,766,039		8.8%
FY2020		$1,099,762,247		13.2%
FY2021		$1,166,698,204		6%

FY2009-FY2020 is based on the Final Taxable Value.

Historical Review
Ad Valorem Tax Base



FY2009-FY2020 is based on the Final Taxable Value.

FY2021 TRIM Rate Options

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%	FY2020 – FY2021 Revenue Variance
FY2020 *Adopted Rate	$1,094,366,709	5.9790	$6,543,219	$6,216,058	
FY 2021 Millage Options					
Current Rate-Proposed	**$1,166,698,204**	**5.9790**	**$6,975,689**	**$6,626,904**	**$410,846**
Rolled-back Rate	**$1,166,698,204**	**5.8274**	**$6,798,817**	**$6,458,876**	**$242,818**
Majority Rate	$1,166,698,204	11.7143	$13,667,052	$12,983,700	$6,767,642

Proposed Rate

*Only the Rolled Back Rate or Current Rate are the options, for millage rate adoption.

Reduction To Ad Valorem Due To Required TIF Payments To The CRA's From The General Fund

CRA	MILLAGE 5.9790 FY2020 CURRENT ADOPTED RATE	MILLAGE 5.9790 FY2021 CURRENT PROPOSED RATE	DIFFERENCE BETWEEN FY2020 AND FY2021 @ CURRENT MILLAGE	MILLAGE 5.8274 FY2021 VALUATION AT THE ROLLED-BACK RATE	DIFFERENCE BETWEEN FY2021 PROPOSED MILLAGE AND THE ROLLED-BACK RATE
DOWNTOWN COCOA	$744,273	$811,297	**$67,024**	$790,726	**$20,571**
DIAMOND SQUARE	$135,989	$167,263	**$31,274**	$163,022	**$4,241**
TOTAL TO CRA's	$880,262	$978,560	**$98,298**	$953,748	**$24,812**

FY2021 Comparative City Rates

Ranking	City	Current	Rolled-back	Proposed
1	Satellite Beach	8.7000	8.3965	8.6312
2	Palm Bay	8.4500	7.6415	8.1379
3	Titusville	7.7210	7.2145	7.9359
4	Melbourne	7.1878	6.8650	6.8650
5	Indialantic	5.9484	5.7423	6.0923
6	Rockledge	6.1000	5.8640	6.0500
7	**Cocoa**	**5.9790**	**5.8274**	**5.9790**
8	Cocoa Beach	5.8294	5.6203	5.8294
9	Indian Harbor Beach	5.6401	5.4549	5.6401
10	Cape Canaveral	3.7256	3.6396	3.7052
11	West Melbourne	2.6017	2.5087	2.6017

Note: Ranking is established using the Proposed Rate. (As of 7/22/20)

City Council Questions/Comments

Public Announcement/Hearing

- ✓ The City of Cocoa is the taxing authority
- ✓ The rolled-back rate is 5.8274
- ✓ The rolled-back rate is a 2.60% increase
- ✓ The millage rate to be levied is 5.9790
- ✓ The millage rate of 5.9790 is a tax increase of 2.60% as a percent change of the rolled- back rate

Requested Action:

Approve Resolution No. 2020-201, adopting the tentative millage rate of 5.9790 mills. for the City of Cocoa, commencing on October 1, 2020 and ending on September 30, 2021.

FY 2021 Tentative Budget & CIP

FY2021 Revenues

FY 2021 Proposed Budget vs. FY 2020 Amended Budget by Fund

FUND	FY 2021 PROPOSED	FY 2020 AMENDED	% VARIANCE	% of Budget
Capital Project Funds	$91,628	$7,788,443	(98.8%)	0.1%
General Fund	$41,351,033	$40,749,285	1.5%	26.6%
Building Permit Fund	$536,646	-	*100%	0.3%
G.F. Debt Service Fund	$1,745,706	$1,783,246	(2.1%)	1.1%
Special Revenue Funds	$3,046,572	$11,510,260	(73.5%)	2.0%
Self Insurance Funds	$6,827,260	$6,747,254	1.2%	4.4%
Workers Compensation Fund	$1,208,944	$1,217,552	(0.7%)	0.8%
Stormwater	$1,811,269	$2,011,542	(10.0%)	1.2%
Water/Sewer Fund	$75,186,987	$67,861,138	10.8%	48.4%
Water/Impact Fees	$2,233,605	-	*100%	1.4%
Renewal & Replacement	$11,484,879	-	*100%	7.4%
WS Capital Project 2018 Bond Fund	-	$41,527,660	*(100%)	-
WS Debt Service Fund	$9,792,610	$9,761,950	-	6.3%
TOTAL	$155,317,139	$190,958,330	(22.9%)	100%

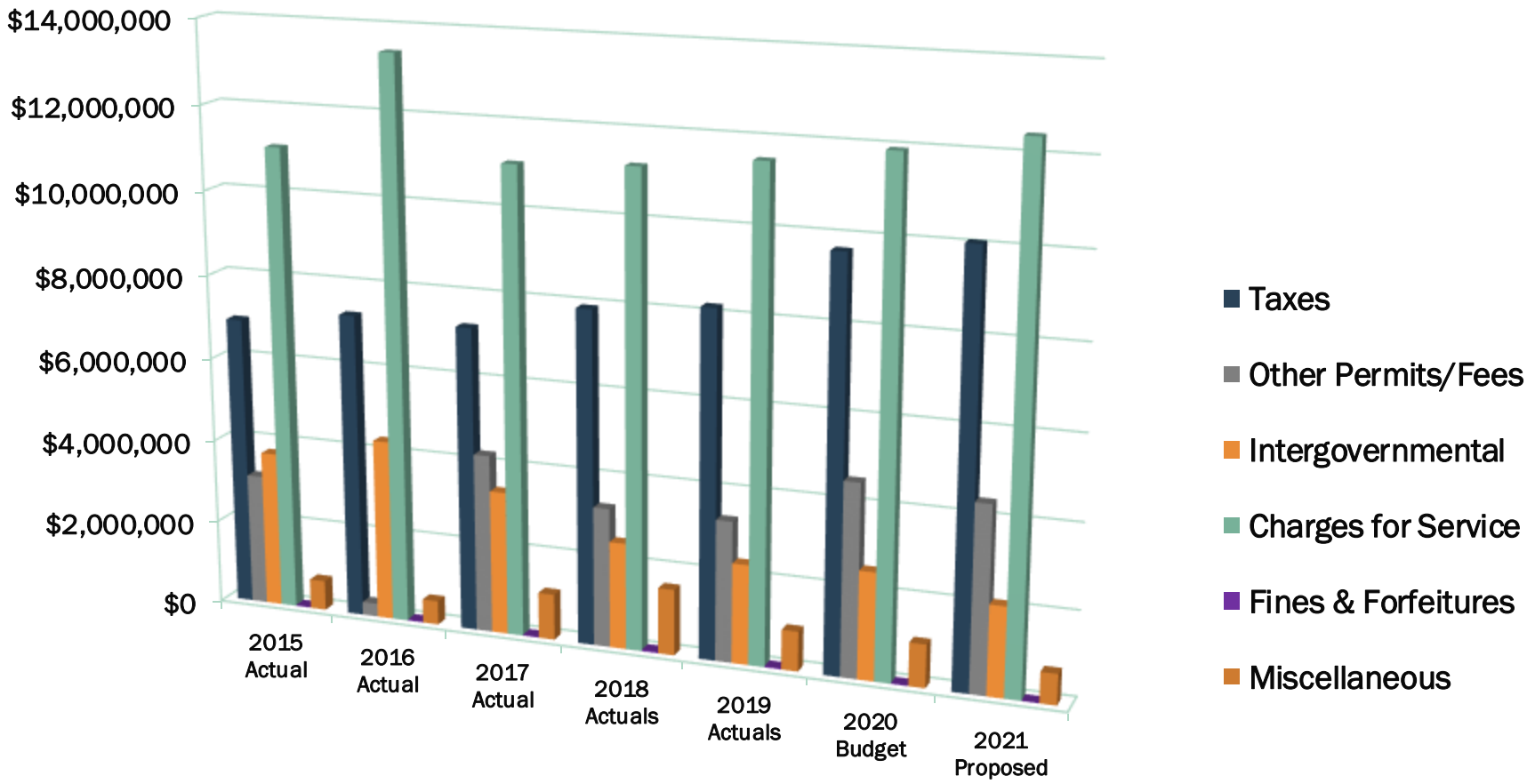
*New Funds or Projects fully commented and Budgets will roll over.

FY 2021 General Fund Revenue by Funding Source

Funding Source	Amount	Percentage of Total Revenue
Taxes (Ad Valorem, UST, CST)	$10,074,429	24.4%
Other Permits & Fees *(Franchise Fees, Fire Assessment Planning & Zoning Fees)	$4,403,003	10.6%
Intergovernmental (Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues)	$2,127,228	5.1%
Charges for Service (Water Billing Services, Garbage Collection Services, and Culture/Recreation Fees)	$12,422,689	30.0%
Fines & Forfeitures	$14,813	-
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.)	$731,083	1.9%
Other Sources (Inter-fund transfers, Water/Sewer contribution and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)	$11,577,788	28.0%
TOTAL FY 2021	**$41,351,033**	**100%**

*New Building Permits Fund Revenues Budgeted in Fund 107

General Fund Revenue Trends



FY20 Amendment to General Fund Budget Due to Covid-19

In preparation of potential Covid-19 impact to General Fund Revenues in FY20, at the May 13, 2020 City of Cocoa Council Meeting, an agenda item will be presented for Council approval to reduce the use of Budgeted General Fund Balance Reserves, and Revenues as well as reducing the associated expenses.

- Freeze Identified Vacant Positions (Salary and Benefits)
  - Parks & Right of Way Coordinator $68,904
  - Streets and Stormwater Manager $99,273
  - HR Intern $2,589
  - Summer Youth Internship $8,000
- Projects/Training/Study
  - City Management Retreat $15,000
  - Information Technology Security Study $50,000
  - 2 Railroad Crossing Repairs $209,000

Total Current Cost Reductions = $451,766

Difference in potential revenue reduction (Stantec – worst case) & Cost Reductions = ($556,387.00)

Estimated Reduction in FY2021 General Fund Revenues Due to Covid-19

Local Option Gas Tax-	($9,265)	(2%)
Local Business Tax-	($9,000)	(5%)
State Rev. Sharing 8% Fuel Tax-	($10,436)	(6%)
State Rev. Sharing ½ Sales Tax-	($55,454)	(5%)
State Revenue Sharing-	($21,436)	(4%)

Total Reduction for FY2021: ($114,084)

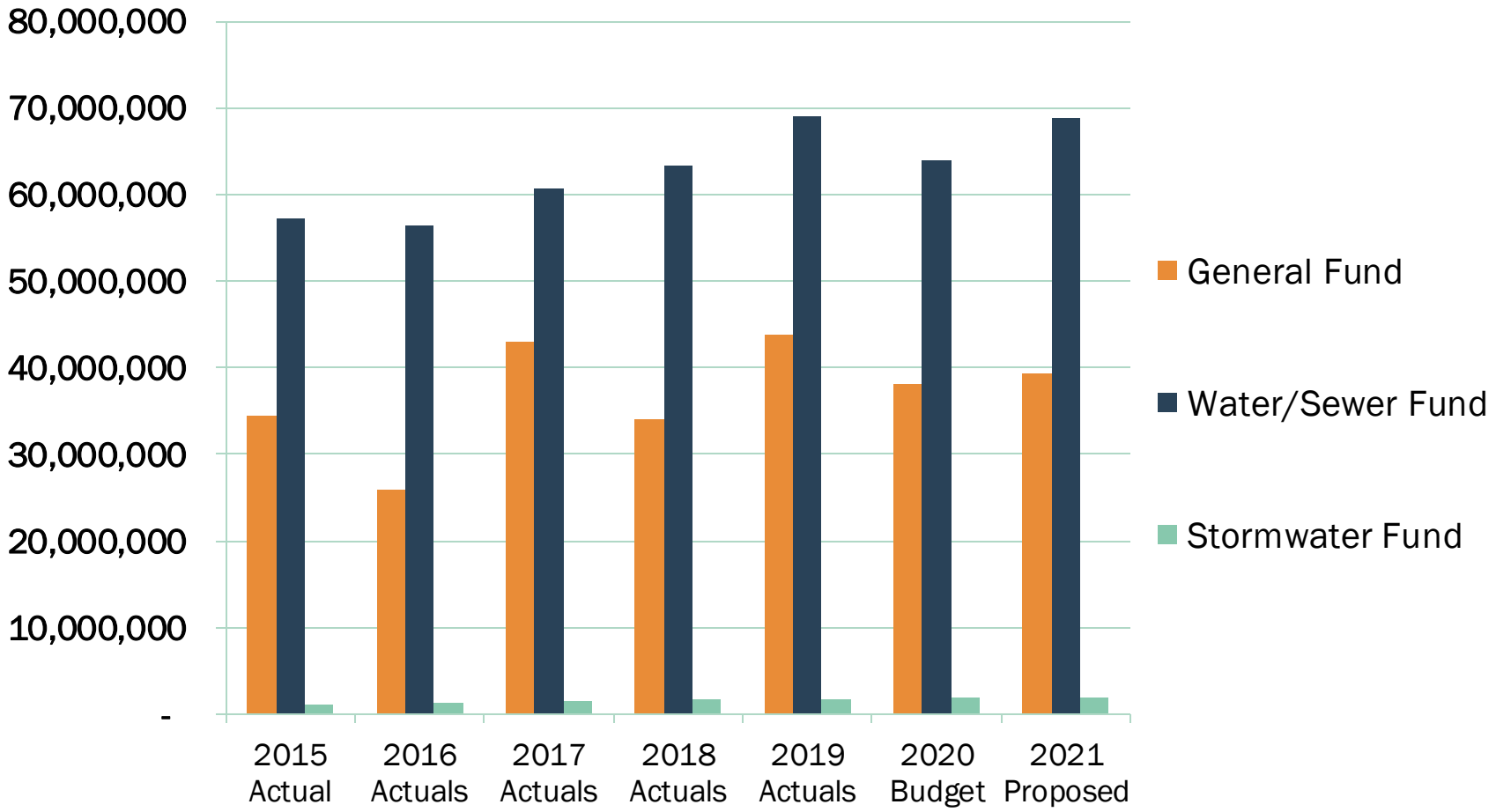
FY 2021 Water/Sewer & Impact Fee Funds Revenue by Funding Source

Funding Source	Amount	Percentage of Total Revenue
*Other Permits & Fees (Water and Sewer Impact Fees) (FUND 422)	$2,233,605	100%
Total Impact Fees:	**$2,233,605**	**100%**
Charges for Service (Water, Sewer and Reuse Services)	$66,526,376	88.4%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Insurance Proceeds, etc.)	$93,078	0.2%
Other Non-Revenue (Contributions, Bond proceeds and use of Reserves)	$8,567,533	11.4%
Total Water/Sewer:	**$75,186,987**	**100%**
TOTAL FY 2021	**$77,420,592**	

FY 2021 Stormwater Fund Revenue by Funding Source

Funding Source	Amount	Percentage of Total Revenue
Special Assessment - Charges for Services (Stormwater services and Tax Certificates)	$1,811,269	100%
TOTAL FY 2021	$1,811,269	100%

Revenue Trends:
General, Water/Sewer, and Stormwater Funds



(Excluding the use of Fund Balance).

FY2021 Expenses

FY 2021 Proposed Budget vs. FY 2020 Amended Budget by Fund

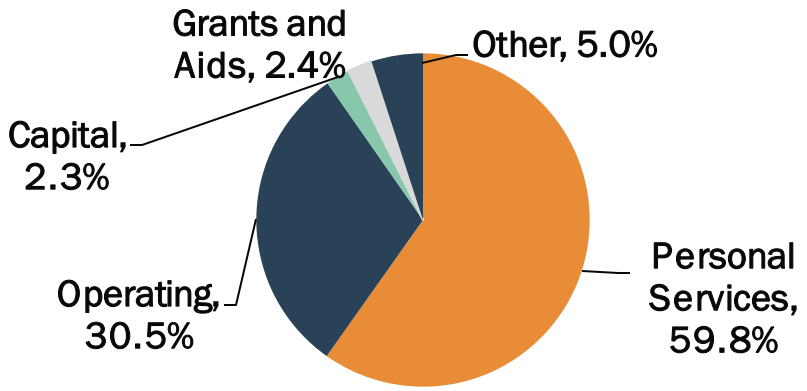
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Renewal & Replacement	$11,484,879	-	*100%	7.4%
WS Capital Project 2018 Bond Fund	-	$41,527,660	(100%)	-
WS Debt Service Fund	$9,792,610	$9,761,950	(0.3%)	6.3%
TOTAL	$155,317,139	$190,958,330	(23%)	100%

*Newly Created Funds FY2021

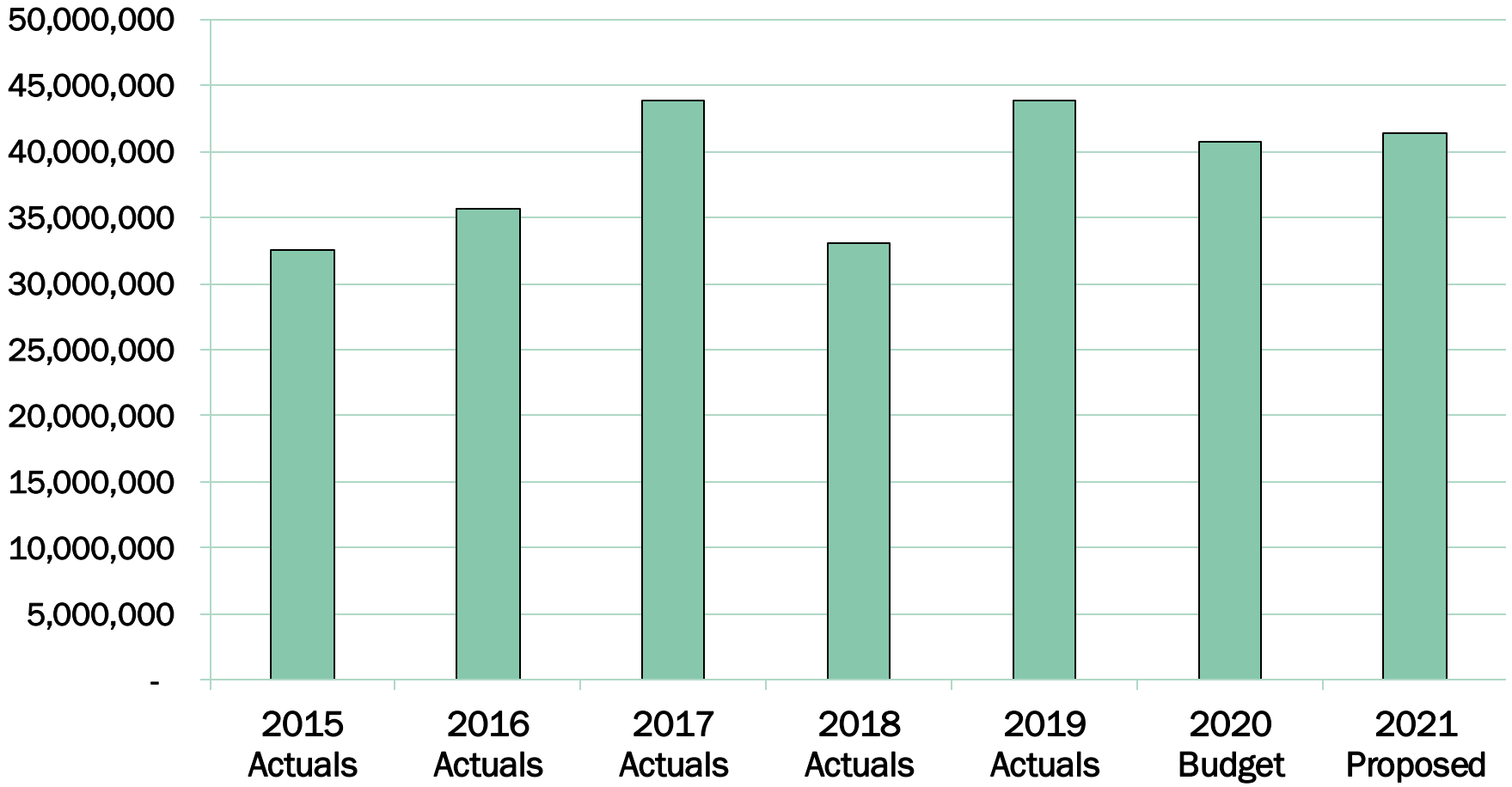
FY 2021 Proposed Budget vs. FY 2020 Amended Budget by General Fund Category

CATEGORY	FY 2021 PROPOSED	FY 2020 AMENDED	$ VARIANCE	% VARIANCE
Personal Services	$24,711,296	$24,850,949	($139,653)	(0.6%)
Operating	$12,605,101	$11,585,361	$1,019,740	8.1%
Capital	$968,324	$1,042,759	($74,435)	(7.7%)
Grants and other Aids	$993,760	$1,239,013	($245,253)	(24.7%)
Other Uses	$2,072,552	$2,031,203	$41,349	2.0%
TOTALS	**$41,351,033**	**$40,749,285**	**$601,748**	**1.5%**

General Fund
FY 2021



General Fund Expenditure Trends



FY 2021 Proposed Budget vs. FY 2020 Amended Budget by Division

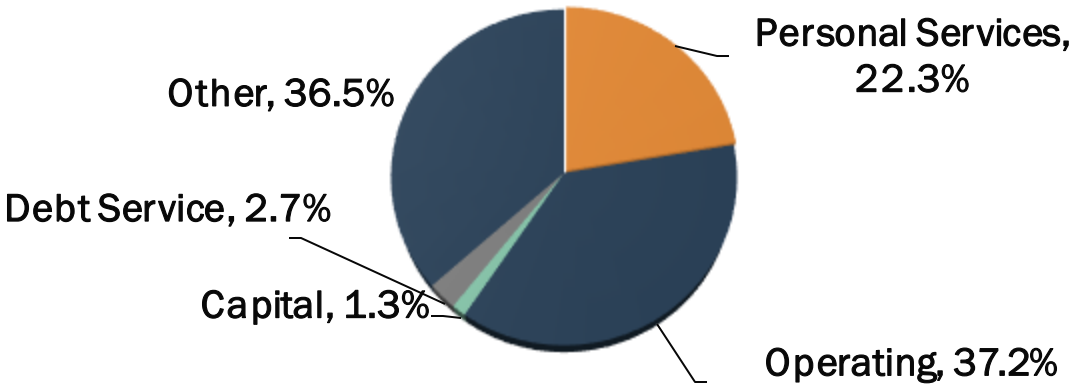
WATER/SEWER FUND BY DIVISION	FY 2021 PROPOSED	FY 2020 AMENDED	% VARIANCE	% of BUDGET
*Inventory	$115,638	$39,667	65.7%	0.2%
Utility Support Services	$1,701,530	$1,575,874	8.0%	2.3%
Water Admin.	$42,047,650	$29,054,991	30.9%	55.9%
Emergency/Disaster	-	$4,776	-	-
Dyal Plant Operations	$13,799,810	$14,955,896	(8.4%)	18.4%
WFO/Water Collections	$9,232,366	$9,138,272	1.1%	12.3%
Engineering	$2,245,318	$5,714,743	(60.7%)	3.0%
Sellers Plant Operations	$3,565,931	$3,917,052	(9.8%)	4.7%
WFO/Waste Water Collections	$2,478,744	$3,459,867	(39.6%)	3.3%
TOTAL	**$75,186,987**	**$67,861,138**	10.7%	**100%**

*New Division Created in July 2020

FY 2021 Proposed Budget vs. FY 2020 Amended Budget by Water/Sewer Fund Category

CATEGORY	FY 2021 PROPOSED	FY 2020 AMENDED	$ VARIANCE	% VARIANCE
Personal Services	$17,087,660	$16,434,906	$652,754	3.8%
Operating	$28,889,540	$26,825,724	$2,063,816	7.1%
Capital	$979,322	$6,628,385	($5,649,063)	(57.6%)
Debt Service	$2,233,605	$0	$2,233,605	100%
Other	$28,230,465	$17,972,123	$10,258,342	3.6%
TOTALS	**$77,420,592**	**$67,861,138**	**$9,559,454**	**14.0%**

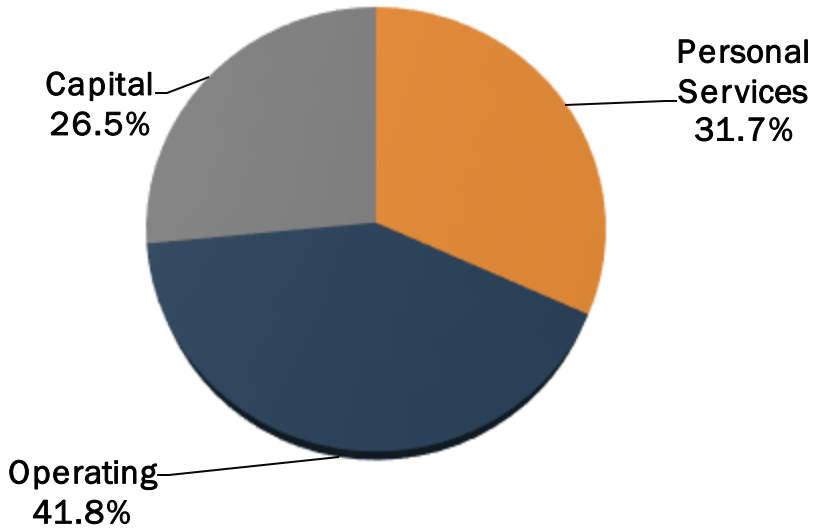
Water/Sewer Fund
(421)
FY 2021
Impact Fees Fund
(422)
Debt Service



FY 2021 Proposed Budget vs. FY 2020 Amended Budget by Stormwater Fund Category

CATEGORY	FY 2021 PROPOSED	FY 2020 AMENDED	VARIANCE	% VARIANCE
Personal Services	$573,350	$544,229	$29,121	5.1%
Operating	$757,919	$925,181	($167,262)	(22.1%)
Capital	$480,000	$542,132	($62,132)	(12.9%)
Totals	$1,811,269	$2,011,542	($200,273)	(11.1%)

Stormwater
FY 2021



FY 2021 Proposed
General Fund Capital Budget

DEPARTMENTS	INFRASTRUCTURE	MACHINERY & EQUIPMENT	IT HARDWARE	TOTALS
City Manager	$0	$0	$0	$0
Finance	$0	$0	$0	$0
Police	$0	$352,824	$0	$352,824
Fire	$0	$45,000	$0	$45,000
Community Services	$0	$0	$0	$0
Public Works	$0	$270,500	$0	$270,500
TOTALS	**$0**	**$668,324**	**$0**	**$668,324**

FY 2021 Proposed
Water/Sewer Capital Budget (421)

DIVISIONS	INFRASTRUCTURE	MACHINERY & EQUIPMENT	IT HARDWARE	TOTALS
Utility Support Services	$0	$61,500	$0	$61,500
Administration	$0	$41,900	$0	$41,900
Dyal Plant	$160,000	$0	$0	$160,000
WFO/Water Collections	$0	$354,000	$0	$354,000
Engineering	$144,141	$0	$0	$144,141
Sellers Plant	$0	$0	$0	$0
WFO/Waste Water Collections	$0	$0	$130,000	$130,000
TOTALS	**$304,141**	**$457,400**	**$130,000**	**$891,541**

FY 2021 Proposed
Water/Sewer (R&R) Capital Budget (424)

DIVISIONS	INFRASTRUCTURE	MACHINERY & EQUIPMENT	IT HARDWARE	TOTALS
Dyal Plant	$1,600,000	$200,000	$250,000	$2,050,000
Engineering	$8,234,879	$0	$0	$8,234,879
Sellers Plant	$0	$0	$0	$0
WFO/Waste Water Collections	$0	$0	$0	$0
TOTALS	$9,834,879	$200,000	$250,000	$10,284,879

FY 2021 Proposed Stormwater Capital Budget

FUNDS	INFRASTRUCTURE	MACHINERY & EQUIPMENT	TOTALS
Stormwater	$290,000	$190,000	$480,000
TOTALS	**$290,000**	**$190,000**	**$480,000**

Contingency has an additional $296,724 which will be assigned to Capital Projects.

FY 2021 Departmental Requests For Significant Capital Items Deferred to FY 2022

7 Unmarked Police Patrol Cars	($175,000)
Police Scanning and Mapping- Crime Scene Device	($60,000)
Traffic Response Trailer	($17,000)
Traffic Advisory Sign	($17,000)
Pierce Enforcer Pumper Truck	($640,000)
Fire Inspector Vehicle	($24,251)
Fleet Faster Upgrade	($120,000)
Total Large Capital Moved to FY 2022:	**($1.05 Million)**

(Additional items requested for FY 2021 such as the Fuel Tanks, are being moved to FY 2020 Budget)

Employee Classification / Pay Grade

- Included within the FY2021 Budget is a 3% increase to the minimum, midpoint and maximum paygrades for General Employees, or as outlined within each Union Contract, or by way of Memorandum of Understanding.
- Classification / Pay Grade Schedule provided with Proposed FY 2021 Budget Books.

City Council Questions/Comments

Public Announcement

- Public Comment on 1st Public Hearing for FY2021 Tentative Budget and CIP

Requested Action:

- Approve Resolution No. 2020-202 adopting the Fiscal Year 2021 tentative budget and CIP for the City of Cocoa, for the Fiscal Year commencing on October 1, 2020 and ending on September 30, 2021.

What is Next?

2nd Public Hearing – Sept. 23, 2020

6:00 P.M.

Cocoa City Hall, 65 Stone Street, Cocoa, FL. 32922

- Adopt a Final Millage Rate
- Adopt the Final FY2021 Budget

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-721

File ID:	20-721	**Type:**	Minutes	**Status:**	Minutes
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	10/13/2020
Subject:				**Final Action:**	

Title: Approve the Minutes of the Regular meeting of September 23, 2020, as written or with amendments.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	09-23-2020 Minutes ADA.pdf, EXHIBIT A-Family Promise of Brevard update presentation.pdf, EXHIBIT B-E-Comments from R. DaSilva; L. Sinclair; and V. Mitchner.pdf, EXHIBIT C-Future Land Use Map Amendment Presentation Canaveral Heights.pdf, EXHIBIT D-E-Comments from A. Harris and S. Moody.pdf, EXHIBIT E-E-Comments from C. Bonadio; L. Marwick; J. Forino; and M. Opperman.pdf, EXHIBIT F- FY2021 Budget Final Public Hearing (092320)Final 1.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	cshealy@cocoafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

MINUTES
City of Cocoa
Regular Meeting of The City Council

September 23, 2020

A Regular City Council Meeting was held on Wednesday, September 23, 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 6:05 p.m.

Mayor Williams read campaigning information into the record.

Chief Lamm provided the invocation and Councilmember Koss 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
	Matt Fuhrer	Interim City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; John Hankins, Commander; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Lora Howell, Deputy Finance Director; Charlene Neuterman, Deputy Community Services Director; LeShawn Hinton, Helpdesk Support Tech; Dodie Selig, Planning Manager; Lea Malarae, Senior Budget Analyst; and Samantha Senger, Assistant to the City Manager/PR Specialist.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of September 23, 2020 (20-614)

2. Minutes: (a) Regular Meeting of August 12, 2020 (20-615)

Councilmember Koss requested an amendment to the agenda to move Consent Item VI.3 to City Business IX.4, and to move Reports to the end of the agenda.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve the Agenda for the Regular meeting of September 23, 2020, as amended.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Koss; Seconded by Councilmember Warner, to approve the Minutes for the Regular meeting of August 12, 2020 as written.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Update on the status of the Family Promise of Brevard Lease Agreement for the former fire station #1 administrative offices facility and direction to publish a Request for Proposals for the redevelopment of the 114 First Street property. (20-562). (Tara Pagliarini)

Tara Pagliarini, the Executive Director of Family Promise of Brevard, Inc., provided a presentation[1] regarding an update of the Cocoa Firehouse. She reiterated the organization's mission and noted that this taskforce was made up of a group of those in the community who are providing and donating time and services.

She thanked the City for their support, including Public Works staff, legal, and the City Manager for assisting in helping this project move forward.

[1] EXHIBIT A: Family Promise of Brevard Presentation

A timeline of the project was discussed along with an update of the project and Ms. Pagliarini provided a list of donated resources to date, marketing materials, and explained the progress of the project in other areas.

She pointed out that there was an RFP precedence with the City of Tampa and mentioned that would also be brought up tonight.

Major findings from the inspection report were discussed and were as follows:

- Roof needs complete replacement (roof over the bays is worse than administrative side)
- Wood termites need to be treated by tenting the entire building
- HVAC units for entire building need repair (units do not cool)

She stressed that Family Promise of Brevard is committed to continuing to move forward and are interested in working together to do so. However, she also is aware that the City was not interested in making all of the repairs and pointed out that the City could still continue to use the roundhouse.

Interim City Manager Fuhrer clarified that this was an unusual presentation as action will need to be taken with it. He explained that the staff report included an option that was issued on September 11th regarding the City's ability to negotiate a lease in a CRA property. He explained what that entailed and that it would require following Florida Statutes. An RFP process could be done in fairly short order. He pointed out that the first item for Council to consider was if they wished to proceed with an RFP.

Mayor Williams asked for a status on the case in Tampa. In response, Attorney Garganese provided a detailed history and mentioned that the case was settled on September 11th, but from the appellate side, it was not settled. He explained the implications if the City was not to follow the RFP process.

Mayor Williams asked if this would affect other CRA properties that the City leases out. Attorney Garganese advised that all of these would have to be evaluated on a case by case basis and was not prepared to say anything in regards to any other property, however, for this one the City would fall under the disposition process if it becomes final.

Councilmember Warner felt that this was a huge investment for Family Promise and does not want to put them at risk. She was for the RFP process if that was what it would take.

Deputy Mayor Goins understood the RFP process and if there was a timeframe that could be put in place, as they have done their due diligence in acquiring the property.

Interim City Manager Fuhrer was aware that the existing site that Family Promise is utilizing has to be vacated by March. In speaking with them, if the City could turn around an RFP and provide notice within two weeks, it could be advertised for up to thirty days and possibly be brought back to the second meeting of October, with an agreement being brought to the first meeting in November. This would fall within their timeline.

Deputy Mayor Goins advised that he had received a lot of questions and wanted to ensure that this was not going to turn into a soup kitchen. He asked Ms. Pagliarini to explain what this would be used for.

Ms. Pagliarini agreed that many have a fear of the unknown and explained that they are a resource center and what that means in detail. She invited anyone who wished to come and visit them as they are located at 3505 Murrell Road. Appointments are required and doors are locked. All families are screened who enter the shelter program and they are sheltered through faith-based organizations. Each week they move from congregation to congregation. She requested that anyone with questions to contact her.

Direction for staff from Council was to move with issuing an RFP and to expedite the process.

Further discussion was held on the storage area that was being utilized by the police department and the fact that the whole roof would need to be replaced. Ms. Pagliarini advised that they had not planned for access to the whole building but the way it has worked out they will need it. Interim City Manager Fuhrer mentioned that they were made aware of this last week and the City would do what was needed to make it useable.

Councilmember Warner agreed and felt that while the roundhouse does have potential use, there is property next to the current police department that has become available and the City might be able to acquire that.

Interim City Manager Fuhrer advised that staff will proceed with the issuance of the RFP and will base some of the criteria off of the information listed in the agenda item. They will get it published as soon as possible in order to meet deadlines.

IV. Delegations:

Paul Kamus, 116 Olive Street, Cocoa, thanked Council for the planting of the "Love" tree in Cocoa, which was donated by the first class of the Citizens Academy. He asked permission to cut down the Brazilian pepper trees on Forrest Avenue and Carmalt Street.

Interim City Manager Fuhrer confirmed the property and agreed to look into it to see if it was in the City's right of way. If it was the City could take some action on it.

Theresa Clifton, 4990 Scarlett Avenue, Cocoa, is the Executive Director of the Humane Society. She mentioned that they partner with Family Promise and have a food bank for those in need of pet food. They are doing a Blessing of Animals on Sunday, October 4th, at 1020 Cox Road. They also received a grant for $20,000 for free cat spay/neuters. You can call for an appointment. Free rabies shots are also available. She thanked Council for requiring facial masks.

Aleck Greenwood, 640 Brevard Avenue, Cocoa, spoke in regards to Waste Management, campaign signs, and donated photographs. Treated lumber was not being picked up, nor is fencing. He asked for that to be looked into. He feels that the campaign signs look ridiculous and it is getting out of hand downtown. Lastly, he would like the photos donated by himself and Capt. Ed Lanni to be placed in areas where they can be seen by the public.

Mr. Smith assured him that they would reach out to Waste Management.

Anita Gibson, 451 Stone Street, Cocoa, asked if the new Chief of Police would continue with the development of a Cold Case Unit. She does not want this issue to go away. She has spoken with the Sheriff and Brevard County has one but she would like to see a unit in Cocoa as well. Staff provided her with information regarding an online survey that citizens could participate in regarding the new police chief. She pointed out that she would miss Councilmember Warner.

Interim City Manager Fuhrer read the following E-Comments[2] into the record: Richard DaSilva, 5968 Freezer Lane, Cocoa; Larry Sinclair, 1062 Mitchell Street, Cocoa; and Victoria Mitchner, Rockledge, Florida.

Mayor Williams responded to Mr. Sinclair's comment and noted that the information was sent out for informational purposes only.

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[2] EXHIBIT B: E-Comments from R. DaSilva; L. Sinclair; and V. Mitchner

V. Reports:

Reports were moved to the end of the agenda.

VI. Consent Agenda:

1. Approve the FY2021 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements; Pending Approval of the FY2021 Budget. (20-539). (Utilities Director)

2. Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2020 through September 30, 2021 with an estimated premium of $998,385 pending approval of the FY2021 budget.(20-552). (Administrative Services Director)

~~3. Approve Task Order 2021-15 with Jacobs Engineering Group (Jacobs) for Program Management Services for Operating Revenue (OR) Projects, Project No. WS1221 and Task Order 2021-14 for Plan Review Services to include Engineering Land Development Review, Project No. WS1221; Pending Approval of the FY2021 Budget. (20-583). (Utilities Director)~~

- This item was moved to City Business IX.4.

4. Authorize the City Manager to approve the annual purchase orders for electrical utilities as they relate to electrical consumption only and Verizon for the Police Department for FY2021. (20-616). (Finance Director)

5. Approve change order adding additional funds to Blanket PO#75715 for the purpose of making sole source purchases of Neptune Water Meters and related hardware from Sunstate Meter & Supply Inc for the remaining FY20. (20-628). (Utilities Director)

6. Authorize City Manager to sign a Solutions Agreement with Central Square Technologies (formerly Superion, LLC), to provide Naviline Public Administration applications. (20-634). (Interim City Manager)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Public Hearings:

1. Approval of a large scale Future Land Use MAP (FLUM) AMENDMENT consistent with Florida Statute Chapter 163 for Applicant and City initiated requests to change the Future Land Use Map designation of fifty-nine (59) parcels from Brevard County "Residential 2 Units Per Acre - R2" to City of Cocoa "Low Density Residential - LDR" with conditions. (20-543). (Community Services Director)

Attorney Garganese read Ordinance No. 04-2020 into the record, by title only, as follows. He stated they have seen this ordinance once before and it has gone through the State review process and this is the adoption hearing. He noted that there was a condition being proposed.

ORDINANCE NO. 04-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR FIFTY-NINE (59) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 139.23 ACRES, GENERALLY LOCATED AT THE INTERSECTION OF STATE ROAD 524 AND STATE ROAD 520, AND MORE SPECIFICALLY WEST OF ADAMSON ROAD AND NORTH OF STATE ROADS 520 AND 524, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "RESIDENTIAL 2" TO CITY OF COCOA "LOW DENSITY RESIDENTIAL"; 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 provided a presentation[3] and reminded Council that this was first heard in June. She provided a project summary and pointed out that no one had any comments other than FDOT which offered a technical assistance comment for future development analysis.

[3] EXHIBIT C: Future Land Use Map Amendment Presentation

Ms. Selig noted that the Planning & Zoning Board recommended denial at the June 16, 2020 meeting and Council approved the first reading of this ordinance on June 24, 2020.

Ms. Neuterman read two E-Comments[4] into the record from Alli Harris and Sara Moody.

Mayor Williams asked if there was a court case that went through on this property. In response, Attorney Garganese noted that this was not the same property and that this applicant had previously entered into an annexation agreement.

Mayor Williams opened the hearing to the public.

Veronica Whitehead, Rockledge, works for the PACE Program which goes into unincorporated areas of Cocoa. She goes into communities to see what they would like to have done. Mayor Williams explained that this portion was related to a public hearing and that she needed to speak with Brevard County.

He closed the hearing to the public and reopened to Council. He invited Ms. Rezanka to the podium in case anyone had questions.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Warner, to approve the large scale Future Land Use MAP (FLUM) AMENDMENT consistent with Florida Statute Chapter 163 for Applicant and City initiated requests to change the Future Land Use Map designation of fifty-nine (59) parcels from Brevard County "Residential 2 Units Per Acre - R2" to City of Cocoa "Low Density Residential - LDR" with conditions.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Ordinance No. 14-2020 / Acceptance of annexation petition and 1st 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. (20-588). (Community Services Director)

Attorney Garganese read Ordinance No.14-2020 into the record, by title only as follows. He advised that this was the first reading of the annexation ordinance, annexing .6 acres.

[4] EXHIBIT D: E-Comments from A. Harris and S. Moody

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 FORAN EFFECTIVE DATE.

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

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Conduct final Public Hearing to approve the City of Cocoa's FY 2020/2021 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements. (20-600). (Community Services Director)

Ms. Neuterman provided a background of the organizations receiving funding and the amounts that they would be receiving.[5]

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

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to approve the City of Cocoa's FY 2020/2021 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of**

[5] Councilmember Koss left the meeting at 7:28 p.m. and returned to the meeting at 7:30 p.m.

Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements.

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. 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 / and a Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code with conditions. (20-605). (Community Services Director)

Attorney Garganese read Ordinance No. 15-2020 into the record, by title only as follows.

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 14.3 ACRES, MORE OR LESS, AND GENERALLY LOCATED DIRECTLY WEST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON 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. Selig explained that this item entailed several parts and the motion would incorporate all of those. She explained that this was an 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 the Phase One-C Final PUD; A Preliminary Subdivision approval for Phase One-C; Revision to the amenities schedule for Adamson Creek Phase One-A, One-B and One-C; and A stormwater easement for Adamson Creek Phase One-A.

A map of the Adamson Creek Subdivision was shown and a project summary was provided that included a detailed history of the project.

She spoke about the consistency with the Comprehensive Plan and noted that the Planning and Zoning Board recommended approval with conditions at its September 2, 2020 meeting. Most conditions have been met or they will be met by the second reading.

Councilmember Koss asked about the statement referring to parks and in response, Ms. Selig advised that the Cocoa Conservation area was included in those parks.

Councilmember Boisvert pointed out the water issues at Lost Lakes which abuts up to this property. They cannot maintain what was there now and he wanted to ensure that the water situation would be taken care of.

Ms. Selig was aware of the issue and also saw the letter from St. John's that he referred to.

Mayor Williams opened the hearing to the public.

Ms. Neuterman read E-Comments into the record from the following[6]: Catherine Bonadio; Lynde Marwick; Joyce Forino; and Mary Opperman.

- Patricia Weeks, 1351 Tarton Way, Cocoa, voiced concerns with Adamson Road and what was done with Phase 1 even though there were objections. There is a lot of information that was not current and residents were being cited for things not agreed to. There are two different sets of rules and many are upset.
- William Harris, 6450 Sorrel Drive, Cocoa, pleaded for Council not to approve this. He lives on the other side of the development near the lake and was worried about the ecological impact to the lake. There is a bald eagle nest that needs to be protected as well. The developers were already not abiding by what they should be so they should not be allowed to continue.
- Victor Higgs, 5452 Talbot Boulevard, Cocoa, moved to this development in January, 2010 and bought one of the original homes. He has seen how the rest of them were built and there is natural drainage. However, it cannot handle a heavy storm. By daylight the water subsides. It has been designed properly and with Phase 2 they are doing the same thing. He feels that they have a good system.
- Patty Rutt, 1394 Mycroft Drive, Cocoa, lives in Phase 1A and was told by Maronda Homes that nothing was coming. There is no access for these homes, dump trucks, etc. There are children playing and people out

[6] EXHIBIT E: E-Comments from C. Bonadio; L. Marwick; J. Forino; and M. Opperman

exercising and she believes this will create a hazard. She further asked about a sound wall.

- Greg Stoll, 2203 Salem Drive, Cocoa, asked if the trails would be open to the public or just the residents of the neighborhood.
- Paul Shaw, 6441 Sorrel Drive, Cocoa, has had a lot of discussion with DR Horton on the stormwater and drainage. There is fundamental drainage that needs to be done. This creates a serious problem for Lake Calico. The lake struggles already and it is a critical food source for the eagles and animals. These are all serious concerns which will fall on the City after the developer leaves.
- Lukas Burhianti, 5662 Talbot Boulevard, Cocoa, voiced concerns with safety and quality of the project. He would like the expansion to occur but only if things discussed were corrected. He did not realize that the lighting on the trail had been removed which he felt was a safety factor. You cannot find the entrance or exits at times. As far as the quality, there is overgrowth that was not being maintained and the additional amenities would be setting the neighborhood up for failure.
- Heidy Abreu-Febo, 1532 Saxton Road, Cocoa, added to the concerns regarding safety. It is pitch black and you cannot see at night as there is no lighting in the streets.
- Mary Stepney, 214 Orange Street, Cocoa, asked about the US 1 CRA. (comment was not in regards to the Public Hearing)
- Victor Higgs, 5452 Talbot Boulevard, Cocoa, advised people to read as the subdivision was provided two entrances in order to keep the traffic down. There are more exits to be developed but they have not been built yet as they are not needed at this time.

A representative from BSE Consultants spoke and mentioned that this was a previously approved PUD. He mentioned that what was being asked for was the same as what was previously approved. He spoke in regards to drainage and that it was intended to drain inwards. He acknowledged the maintenance issues and had spoken with Leslie at St. John's. He stressed that none of the drainage would go into Lake Calico. Additionally, there would be a wall around much of the area. He added that there was a drainage analysis performed on the two internal parcels last year in order to demonstrate that there would be no detrimental effects.

He further advised that the drainage analysis had been approved by Mr. Wegerif. He further spoke about the traffic and noted that a traffic study had been done and it proved that all traffic counts on Adamson Road, SR 524 and SR 520 were operating at a Level A. Lastly, he pointed out that the trails would be open to the

public and there would be entrances and exits every 600-800 feet. Some portions would be paved and others mulched.

Mayor Williams commented on Adamson Road to SR 524 and that it was bad due to the big trucks. He was going to bring that issue up at the next Space Coast TPO meeting.

Mr. Smith also assured everyone that they would reach out to FDOT to see if a study could be done. There are reasonings why lights would not be allowed.

Further discussion was held on signage issues, lighting and maintenance of the trail, maintenance of the drainage, and the eagles' nest.

* **MOTION 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 / and a Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code with conditions.**

She felt that the consultants have heard the concerns and trusts them to do what needed to be done.

* **Deputy Mayor Goins Seconded the motion for discussion.**

Deputy Mayor Goins felt that the drainage would not be an easy fix and wanted everything fixed before a CO was issued.

In response to his concerns, Ms. Selig advised that according to the State, the City cannot hold up permits for something that is going through a permitting process by another state agency. This was done in the past with Emerald Lakes and the City received a lot of backlash.

Attorney Garganese noted that the recommended motion had a host of conditions and others could be added. He explained that the St. John's issue was a maintenance problem, not a design problem.

Mayor Williams agreed that there were a lot of conditions already listed.

Councilmember Boisvert felt that the maintenance should be completed first.

Councilmember Warner felt that pressure needed to be placed on St. Johns. In response, Mr. Smith noted they were meeting with them later this week to see what could be done to work through some of these issues.

Deputy Mayor Goins asked if lighting could be added to the conditions and it was pointed out that lighting could be a disadvantage as it can impact wildlife.

Michael Weiss with DR Horton, pointed out that the reasoning behind the lights was for safety. There have been issues in the past with kids going back there at night which can create a liability issue. It will also stop people from going back there at all hours. He was aware of the maintenance issues and had spoken with their manager and were assured that they would be taken care of by next week.

AYES: Williams, Goins, Koss, Warner

NAYS: Boisvert

THE MOTION CARRIED (4-1)

5. (a) Approve Resolution 2020-206 adopting the Final Millage Rate of 5.9790 mills for the City of Cocoa Fiscal Year 2021 commencing on October 1, 2020 and ending on September 30, 2021, which represents an increase of 2.60% over the rolled-back rate of 5.8274.

(b) Approve Resolution 2020-207 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2021 commencing on October 1, 2020 and ending on September 30, 2021. (20-612). (Finance Director)

Ms. Bowman provided a presentation[7] and explained the reasons for tonight's public hearing, pointing out that Council would be adopting the FY 2021 City of Cocoa Final Millage Rate. She further advised that their second step for tonight's hearing was to adopt the FY 2021 City of Cocoa Final Budget. Cocoa must have a balanced budget by October 1, 2020.

She provided a historical review of the ad valorem tax base and provided the FY 2021 TRIM Rate options.

Ms. Bowman explained the reduction to the ad valorem due to the required TIF payments to the CRA's from the General Fund. She reminded Council that the US 1 CRA would be sunsetting on September 30, 2020 so there would only be two CRA's remaining.

Ms. Bowman pointed out that the City of Cocoa was seventh when comparing FY 2021 millage rates with other Brevard County cities.

In closing, Ms. Bowman made the following public announcement:

[7] EXHIBIT F: FY 2021 Budget Presentation-2nd Public Hearing

- The City of Cocoa is the taxing authority
- The rate is a 2.60% increase
- The rolled-back rate is 5.8274
- The millage rate to be levied is 5.9790
- The millage rate of 5.9790 represents a 2.60% increase over the rolled back rate of 5.8274.

She reiterated the requested action which is to: Approve Resolution No. 2020-206, adopting the final millage rate of 5.9790 mills. for the City of Cocoa, commencing on October 1, 2020 and ending on September 30, 2021.

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

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve Resolution 2020-206 adopting the Final Millage Rate of 5.9790 mills for the City of Cocoa Fiscal Year 2021 commencing on October 1, 2020 and ending on September 30, 2021, which represents an increase of 2.60% over the rolled-back rate of 5.8274.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Ms. Bowman provided a presentation on the budget and provided breakdown of the FY 2021 proposed budget versus the FY 2020 amended budget. She explained some of the new funds that are in the upcoming budget and the reasoning for those.

Ms. Bowman discussed in detail amendments to the FY 20 budget in the General Fund due to COVID-19.

FY 2021 Water/Sewer and Impact Fee Funds Revenue by funding source were explained as well as the FY 2021 Stormwater Fund Revenue by funding source.

Expenses were shown in detail and she provided a breakdown of the FY 2021 proposed budget versus the FY 2020 amended budget by fund.

General Fund expenditure trends were reviewed, along with FY 2021 proposed budget versus FY 2020 amended budget by division, including the Water/Sewer Fund and Stormwater fund.

The FY 2021 proposed General Fund, Water/Sewer, and Stormwater Capital Budgets were explained, and Ms. Bowman provided some significant capital items that have been deferred to FY 2022.

Ms. Bowman further pointed out that included in this FY 2021 budget is a 3% increase to the minimum, midpoint, and maximum paygrades for General employees, or as outlined within each Union Contract, or by way of Memorandum of Understanding.

Ms. Bowman provided the following public announcement:

- Public Comment on 2nd Public Hearing for FY 2021 Final Budget and CIP

She reiterated the requested action, which is to approve Resolution No. 2020-207, adopting the Fiscal Year 2021 Final Budget and CIP for the City of Cocoa, for the Fiscal Year commencing on October 1, 2020 and ending on September 30, 2021.

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

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve Resolution 2020-207 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2021 commencing on October 1, 2020 and ending on September 30, 2021.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. Council Business:

1. Seek Council direction on permitting upcoming special events at City facilities. (20-602). (Assistant to the City Manager/PR Specialist)

Ms. Senger noted that this was for the Village Idiot VIP Run and a safety plan has been included in the item. They will have volunteers and masks, etc.

Councilmember Koss asked if temperatures would be taken. Ms. Senger stated that was not included in the plan and had not been included with any other events.

* **MOTION by Councilmember Koss; Seconded by Councilmember Warner, to approve with the suggestion of taking temperatures.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approval of the revised scope of services agreement with Historic Cocoa Village Main Street as part of their Municipal Services Agreement with the City of Cocoa. (20-603). (Assistant to the City Manager/PR Specialist)

Ms. Senger advised that this item included a revised scope of services and explained that when the original agreement was approved the two associations were merging.

Mayor Williams asked who negotiated the agreement and she explained that they had met in July of 2019 as they were merging. He did not understand why they went from one to two suites and how this benefits the Village. In the past Cocoa CRA paid the fee.

Ms. Senger provided an in-depth background and explained the need for space and that the spaces were both in the Porcher House.

Further discussion was held on the space utilization, the use of Keep Brevard Beautiful, and the history of how the Cocoa CRA paid for Cocoa Main Street.

* **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)

3. Consider the reappointments of Mr. Elliott Zimmerman and Mr. Milton Norris Park as members of the Board of Trustees for the Firefighters' Retirement Plan through September 30, 2024. (20-620). (Administrative Services Director)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Staff requests the City Council recognize the dissolution of the US1 Corridor Community Redevelopment Agency effective September 30, 2020. Staff also requests Council to recognize that all assets of the US 1 Corridor CRA be transferred to the City of Cocoa through a Special Warranty Deed and Bill of Sale. (20-623). (Community Services Director)

Ms. Neuterman provided a brief history on the U.S. 1 CRA which included their initial intent, goals, and achievements throughout its tenure. She pointed out that the CRA was created by ordinance on June 9, 1998.

Members of the board were recognized at their last meeting.

* **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 Resolution 2020-208 naming the City's 250' T-Dock the "Capt. Ed Lanni T-Dock." (20-635). (Interim City Manager)[8]

Interim City Manager Fuhrer read the Resolution into the record, titled as follows:

RESOLUTION NO. 2020-208

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, NAMING THE T-DOCK LOCATED WITHIN THE COCOA RIVERFRONT PARK IN HONOR OF CAPTAIN EDWARD A. LANNI; PROVIDING AN EFFECTIVE DATE.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve the Resolution.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Approve the current Code Enforcement Lien for the property located at 3649 Crossbow Dr., be reduced to $500.00 as recommended by the Code Enforcement Board. (20-642). (Chief of Police)

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve the lien reduction in the amount of $500.00.**

Mayor Williams asked about the water bill or lien that was mentioned and Commander Hankins confirmed that the lien would be satisfied at closing.

AYES: Williams, Goins, Boisvert, Koss, Warner

[8] Deputy Mayor Goins left the meeting at 9:14 pm and returned at 9:16 pm.

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. City Business:

1. Approve the Memorandum of Understanding between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) to amend Article 28 Wages for Fiscal Year 2021. (20-599). (Administrative Services Director)

Ms. Gemmati advised that this was out of cycle but due to recruitment issues in the police department staff felt that it was necessary to adjust wages mid-contract.

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

Councilmember Koss wanted to do what they could to make wages attractive but voiced her concern of doing things out of contract. She felt that this should have been placed in the hands of the new City Manager or Police Chief.

Discussion was held in regards to the recruitment process and how doing this could help the process.

It was pointed out that two officers and a sergeant resigned this week.

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) Lieutenants for the contract term of October 1, 2020 through September 30, 2023. (20-604). (Administrative Services 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)

Ms. Gemmati added for the record that the agenda item was being done as the voting was happening and the correct vote is 4-0.

3. Authorize Staff to proceed with refinancing Outstanding Florida Department of Environmental Protection State Revolving Loans through Private Placement of a Bank Loan not to Exceed $23,000,000. (20-638). (Finance Director)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve Task Order 2021-15 with Jacobs Engineering Group (Jacobs) for Program Management Services for Operating Revenue (OR) Projects, Project No. WS1221 and Task Order 2021-14 for Plan Review Services to include Engineering Land Development Review, Project No. WS1221; Pending Approval of the FY2021 Budget. (20-583). (Utilities Director)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

5.~~4.~~ Award Bid # B-20-19-COC, "Dyal Water Treatment Chemicals" to:

1. Praxair, Inc., Burr Ridge IL, for Liquid Oxygen;
2. Tropichem Enterprises, Jupiter FL, for Wisprofloc-Starch;
3. Carmeuse Americas, Pittsburgh PA, for Quicklime.

To Approve the First Amendment to Purchase Agreement with

1. Matheson Tri-Gas, Inc., Irving, TX for Carbon Dioxide;
2. Tanner Industries, Inc., Southhampton PA, for Anhydrous Ammonia;
3. Kemira Water Solutions, Inc., Bartow FL, for Ferric Sulfate;
4. Allied Universal Corp., Miami FL, for Sodium Hypochlorite.

To Approve the Second Amendment to Purchase Agreement with

1. Brenntag Mid-South, Inc., Orlando FL, for Liquid Chlorine;
2. Genesis Alkali LLC, Philadelphia PA, for Soda Ash as shown in Exhibit "A"

To further Authorize the City Manager to negotiate the contracts for Praxair, Inc., Tropichem Enterprises and Carmeuse Americas and approve Change Orders in an Amount not to Exceed the Total FY2021 Budget for Chemicals and to Approve

a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Cal Flo Liquid Lime from Burnett Lime Co., Inc., Campobello SC; and LT27 Polymer from Fort Bend Services, Inc., Stafford, TX for the Dyal Water Treatment Plant and the Jerry Sellers Water Reclamation Facility for FY2021; Pending Approval of the FY2021 Budget. (20-542). (Utilities Director)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

6.~~5.~~ Approve a Multi-Year Contract with G4s Secure Solutions (USA) Inc. through Florida State Term Contract 92121500-20-1 and allow the City Manager to sign the contract. Approve the Purchase Order, pending the adoption of the FY 2021 Budget, in the amount of $49,100.00. (20-608). (Finance Director)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

7.~~6.~~ Approve the Third Amendment to Bid # B-19-05-COC, renewing the mowing contract to U.S. Lawns for the second and final one-year extension for contract mowing services from October 1, 2020 to September 30, 2021 for $117,300, and amending the Mowing Contract to U.S. Lawns for Fiscal Year 2021 Contract Mowing Services in the additional amount of $85,930 for additional areas due to the unavailability of the Inmate Work Squad, pending the Approval of FY2021 Budget. Authorize the City Manager to issue the purchase order. (20-617). (Public Works Director)

Deputy Mayor Goins asked about the inmate crews and in response, Mr. Smith explained the cost of utilizing their services and why this contract was the best way to go for the City. In regards to questions about the Re-Entry Program, Interim City Manager Fuhrer assured Council that staff was aware of the right-of-ways, and open spaces and asked them to keep in mind that there have been a lot of projects over the last five years and Public Works has not seen any new staff. All of the projects, including parks, require attention.

*** 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)

REPORTS:

Gregg Stoll, 2203 Salem Drive, Cocoa, advised of his attendance at the recent Space Coast TPO/CAC meeting and that he had sent notes via email to Council. He spoke about SCAT, maintenance of bus stops, and deferred railroad upgrades.

Chief Lamm provided a COVID-19 update and pointed out that there are currently 690,499 cases in Florida, with 8,578 in Brevard County. There are 880 in the Cocoa zip code, with 21 cases in City limits. They are continuing to predict Phase 2 of the virus during the winter and are still urging all to follow the CDC guidelines.

Chief Lamm mentioned that at the next City Council meeting they would be bringing forth an item regarding an award from Brevard County Emergency Management. He thanked Mr. Smith for his participation in helping to secure the award.

Mayor Williams asked about the sign at Fire Station #1, and in response, Chief Lamm announced it was put in today. He thanked Mr. Smith for help with that as well.

Ms. Neuterman stated that all of Council had received the Resilient Cocoa Resiliency Plan in their mailboxes and they will work with Ms. Senger in getting that published.

Ms. Neuterman provided an update on solar fees and that the application process for CARES funding has closed and they are in the review process at this time. They have received more applications than money and have another allotment coming their way. A lot of businesses applied as well who were awarded money.

Mayor Williams appreciated what staff did to get all of that information out.

Interim City Manager Fuhrer thanked Finance and budget staff for all of their hard work. There were late additions as well to the agenda which was due to closing out the budget.

Deputy Mayor Goins mentioned two big events being held this weekend. One was in regards to the census of which Ms. Senger explained that there would be a number of volunteers to hand out door hangers. The City was at about 61% for the census which is higher than 2010, but we are still lowest in the County.

Deputy Mayor Goins stated that Sunday's event, September 27th is at Provost Park. The event is from 2 pm until 6 pm.

He further mentioned an upcoming youth concert hosted by Pastor Jarvis Wash on September 29th which may require the use of lights. He asked Mr. Smith if he could see what was available.

Deputy Mayor Goins pointed out that he had a good meeting with the police department's leadership team and felt that positive conversation was needed in order to create a positive attitude, as there are a lot of rumors out there.

He felt that the City was moving in the right direction and added that the Interim City Manager was also present at the meeting.

Councilmember Warner spoke about the Blessing of the Animals that Ms. Clifton announced and advised that there would be an additional one October 3rd at 10:30 am in the Village at the gazebo.

She further announced that K9's Bear and Copper along with their partners are at a week-long training in Virginia sponsored by the Brevard Kennel Club. They sponsored their attendance so there was no cost to the organization. She thanked them for the sponsorship.

Councilmember Koss spoke about Florida Solar United Neighbors and that the City was promotionally partnering with them. She reminded everyone that the District 4 Town Hall meeting was on October 20th at the Brevard Historical Museum and the theme would be how Cocoa is being a leader in storm preparedness.

Mayor Williams thanked everyone and acknowledged his appreciation for everyone.

In closing, he recognized Mr. Fuhrer as this is his last meeting as the Interim City Manager and introduced the incoming City Manager, Stockton Whitten, who was in attendance.

X. Informational Agenda:

1. Fire Incident Summary Report for August 2020. (20-582). (Fire Chief)

2. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 08/31/2020. (20-597). (Finance Director)

3. Review of City of Cocoa and LIUNA Memorandum of Understanding regarding wages and health insurance. (20-607). (Administrative Services Director)

4. FY 2020 Budget Adjustment Report. (20-609). (Finance Director)

5. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (20-610). (Finance Director)

6. Data showing the relation between the estimated and actual income and expenses to date. (20-611). (Finance Director)

XI. Adjournment.

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to adjourn the Regular meeting of September 23, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 9:59 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie E. Shealy, MMC, City Clerk

FamilyPromise of Brevard, Inc.

Cocoa Firehouse Task Force Status

As Of
September 16, 2020

Our Cocoa Firehouse Team

Firehouse Task Force Strategic Team

Tara Pagliarini	Exec Director and Project Sponsor
Jane Higgins	Outreach Specialist
Shayna Gleckel	Director of Development
Christine Noll-Rhan	Finance Lead
Joey Naberhouse	Contracts/Legal
Doug Holton	Project Lead
Rebecca Granger	Project Manager

Focus on overall Strategic Direction of the Project

City of Cocoa POC

Mayor Jake Williams

Development Team

Tara Pagliarini
Doug Holton
Shayna Gleckel
Jane Higgins
Tom Murdoch

Focus on Fundraising & Capital Campaigns

Construction Team

Chris McCurdy
Nick Crowe
Russ Beymer
Matthew Brothers
Barry Richardson
Herb Dankmyer
Karen Shea

Focus on Construction-Related efforts

Supplies/Resources Team

Mike Artelli
Christine Brown
Sue Libre
Ellen Nolan
Mark Sexton
Jane Higgins

Focus on obtaining Supplies & Resources for Firehouse

09/02/20

FamilyPromise

Firehouse Contract Status

June 10th – Presented to Cocoa City Council and received unanimous approval to proceed with a contract for use of the firehouse for Family Promise of Brevard.

June 24th – Met with City of Cocoa legal representative, interim City Manager and Communications to discuss preliminary lease contract and provide information needed to draft the contract.

August 21st – Received first draft of the lease contract from the City of Cocoa.

August 31st- Provided our input to the City of Cocoa legal team hoping to make the Sept. 9th City Council meeting for review.

September 2nd- After discussions, we set up an inspection and environmental testing on Sept 17th since lease advised that we would be responsible for the administrative portion of building in entirety.

September 15th – Notified of RFP precedent case by City of Cocoa legal team.

Donated Resources to Date

- Holiday Builders
- Karen Shea Designs
- River Tree Builders
- Brothers & Son Construction
- Honor Inspection Services
- Home Aid Orlando
- Community Foundation for Brevard
- Viera Builders
- FPL
- Bank of America
- SCW Security

Progress in Other Areas

- $61,000 received organically during our Quiet Campaign
- Shared this project on public radio and in our donor communications
- Grants submitted to KaBOOM!, Publix, Target, and L3Harris for the playground space, technology, and safety equipment.
- Pursuing donations of materials for interior and exterior with local contacts like Blinds of All Kinds, etc.

Marketing Material in Distribution



REBUILD FIREHOUSE #1 PROJECT

PURPOSE

In order to best meet the growing needs of the community around us, we are capitalizing on the generous offer made by the City of Cocoa, to make Firehouse #1 our new home. By transitioning our organization to a more centrally located area, where the need for our services is most pronounced, we are aligned to efficiently and effectively reach more families each year.

Each family we help stabilize and/or prevent from becoming homeless not only represents a cost savings of up to $5,000, but increases educational, health, and future employment opportunities for today's children, who become tomorrow's adults. Our programs empower families with the tools of stability. The effects of those tools can span generations, and strengthen families and futures for years to come.

PROJECT OBJECTIVES

- Rebuild Cocoa Firehouse #1, increasing capacity for staff, families and community collaboration
- Resource materials, furniture and equipment, whenever possible, through in-kind donations.
- Request funding through partners and donors where in-kind donations cannot be achieved.
- Increase availability of services in the community

TIMELINE

- June/ July 2020 - City Approval and Planning
- August 2020 - Contractor Selection
- March 2021 - Move-in!
  - Estimated time of remodel- 3-5 months
  - Estimated cost of remodel- $275,000
- Committed resources to date
  - River Tree Builders
  - Home-Aid Orlando
  - Holiday Builders
  - Mathew Brothers
  - Viera Builders
  - Karen Shea Designs
  - Community Foundation for Brevard

COMMUNITY BENEFITS HOW WE HELP

- 38 AVERAGE DAYS TO HOUSING
- $5,000 SAVINGS PER PREVENTION
- 90% SUCCESS RATE
- 12,500 MEALS SERVED ANNUALLY
- 175 FAMILIES HELPED ANNUALLY



REBUILD FIREHOUSE #1 PROJECT

NAMING OPPORTUNITIES

HOMELIFE

KITCHEN	30,000
SHOWERS AND BATHROOMS	20,000
LIBRARY/ STUDY SPACE	15,000
FAMILY ROOM	15,000
DINING ROOM	10,000
LAUNDRY ROOM	5,000
FURNITURE	5,000
STORAGE LOCKERS (EACH)	5,000
COMPUTERS- FAMILY USE	1,500

PLAYTIME

PLAYGROUND EQUIPMENT	25,000
PLAYGROUND SURFACING	25,000
OUTDOOR TABLES & SEATING (EACH)	2,500

ADMINISTRATION

TECH ROOM AND EQUIPMENT	15,000
CONFERENCE ROOM	15,000
DIRECTOR'S OFFICE	8,500
OUTREACH OFFICES	5,000
PROGRAM OFFICES	5,000
RECEPTION/FOYER	5,000

AMBASSADORS

FIRE CHIEF	10,000
BATTALION CHIEF	5,000
CAPTAIN	2,500
LIEUTENANT	1,500
FIREFIGHTER	500

Thank you for your consideration and partnership. Donations listed here will be recognized with commemorative plaques on our reception foyer display or next to the item that was donated.

*Items marked with a flame have been committed

TOGETHER we are building stronger communities.

FamilyPromise

Major Findings from Inspection Results

1. Roof needs complete replacement (roof over the bays is worse than administrative side)
2. Wood termites need to be treated by tenting the entire building
3. HVAC units for entire building need repair (units do not cool)

Next Steps

- How does City want to proceed?
- How does Family Promise want to proceed?

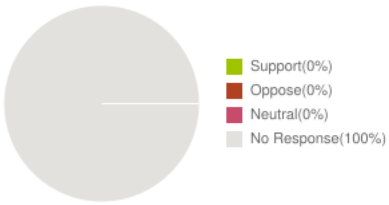
City Council
09-23-20 18:00

Agenda Name	Comments	Support	Oppose	Neutral
Deleted Agenda Item	1	0	0	0
IV. DELEGATIONS:	1	0	0	0

Sentiments for All Agenda Items

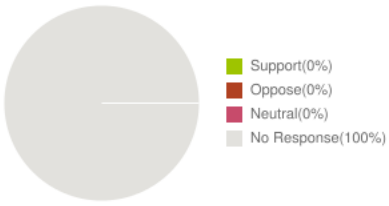
The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Agenda Item: eComments for Deleted Agenda Item

Overall Sentiment



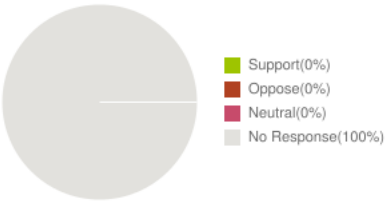
Guest User
Location:
Submitted At: 11:57am 09-22-20

My name is Richard DaSilva and my spouse and I, September Shannon DaSilva are the owners of the property located at 5968 Freezer Ln, Cocoa, FL, 32926. We share approximately 500 feet of property line with the developer that intends to build 155 houses in this chapter of phase one-c of this subdivision. I have two concerns with the construction. First, the natural flow of water, according to their plat information, moves from south to north in a shallow ditch that empties into Lake Calico. The major concern for this is that Lake Calico is a small lake, approximately 14 acres in size. This new subdivision will place the runoff from the rear of 27 properties within this shallow ditch system leading to the lake potentially, carrying fertilizers and creating massive weed growth. Secondly, all of this runoff will eventually gather on the east side of my property potentially flooding it as the drainage ditch is very shallow or spilling into the ponds on the south side of the property, effectively cutting me off from access to my own property. I request the City of Cocoa conduct a water survey to guarantee that storm runoff from this subdivision will not enter privately owned Lake Calico nor impede ingress/egress from my property during any type of storm situation be it afternoon thunderstorms or from tropical systems. We are

military members stationed out of state and can be reached at 321-604-9327 or by mail at 3882 Dumfries Rd. Catlett, VA 20119. Thank you for your attention.

Agenda Item: eComments for IV. DELEGATIONS:

Overall Sentiment



Guest User
Location:
Submitted At: 8:04pm 09-22-20

It appears members of council insist on the continued false attacks and claims. I find asking the City Clerk to distribute marked minutes from a January 2016 council meeting misrepresenting the facts in regards to a lien under the name of Richard Brown to imply I had ever asked for or received a lien reduction/forgiveness almost as pathetic as the person doing it.

Let it be clear under city policy I submitted an lien reduction application because that's the policy of the city. At the code board hearing as is clearly visible at the council meeting I:

1. Never requested a lien reduction or forgiveness at any time;

2. I never had any liens or costs associated with any liens lodged or filed against me;

3. I never requested nor did I accept any lien forgiveness or reduction and as is clearly shown on the council video, I made it clear I did not believe the liens should be forgiven, not with knowledge the person who the liens were assessed against was still a resident in Brevard County and a former a Brevard Tax Collector employee;

4. Requesting/ordering/directing the City Clerk to distribute said misleading and untruthful representations not only violated the city charter yet again, this is yet another clear attempt to libel, defame and slander a citizen for personal satisfaction.

Watch videos minutes are not verbatim record.

Apology demanded w/admission of knowingly lying to begin with. 11/03/2020

Lawrence (Larry) Sinclair
1062 Mitchell St
Cocoa, Florida 32922

From:	Victoria Mitchner
To:	Carie Shealy
Cc:	Matthew Fuhrer; Anthony Garganese (OrlandoLaw)
Subject:	eComment for Delegation - Sep 23, 2020 Council Meeting
Date:	Wednesday, September 23, 2020 6:23:06 PM

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Victoria Mitchner
Rockledge, FL 32955

Good Evening Council,

Unfortunately I am unable to make tonight's meeting but I did want to say that I am so sadden by the actions of one council member who is suing Lavander Hearn, a candidate for the city's District 2 seat. This council member has now caused the taxpayers of Cocoa to spend unnecessary money that could be put to better use. Since the new council has come onboard, it seems to many in the community and myself that one person who sits up on the dias is always causing confusion.

I'd like to urge the entire council to have a conversation and vote to remove Councilwoman Brenda Warner from her seat. The city charter only requires 3 votes to remove a council member and it would be great for at least 3 of you to rid the city of this council person that tax dollars are spent paying for suing the City of Cocoa and waisting the citizens of Cocoa hard earned tax dollars on a frivolous lawsuit. Yes, I understand the city's insurance covers lawsuits but ultimately tax dollars pay for the insurance.

Thank you.

Future Land Use Map Amendment

September 23, 2020

EXHIBIT C:
Future Land Use Map Amendment
presentation

Project Summary

- The subject parcels were annexed on January 8, 2020.
- 43 of the subject parcels, containing 122.58 acres, are owned by three companies represented by the Applicant.
- The other 16 parcels, containing 16.65 acres, are individually owned and the City of Cocoa is the applicant.

Project Summary

On June 24, 2020, Council approved the first reading of the FLUM ordinance, after which staff transmitted the FLUM to the Florida Department of Economic Opportunity (DEO) and other reviewing agencies.

- DEO reviewed the application and had no comments.
- The St Johns River Water Management District had no comments.
- The Florida Department of Environmental Protection had no comments.
- The Florida Department of Transportation offered a technical assistance comment for future development analysis.

Cape Canaveral Heights
PZ# 20-00500001
Ordinance 04-2020

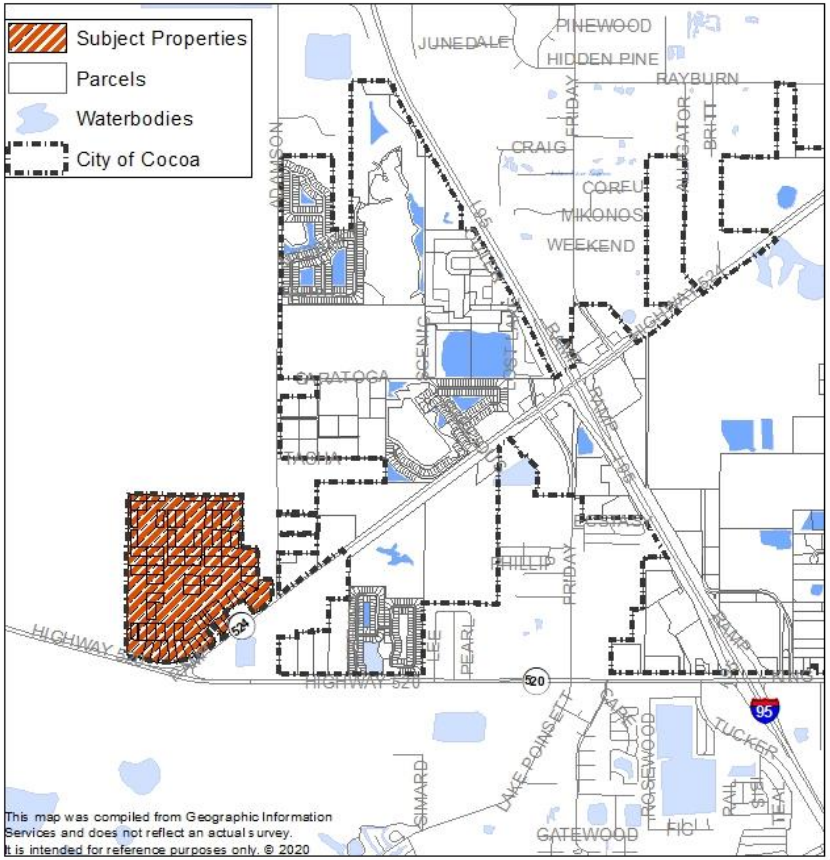


EXHIBIT 1



PARCELS TO BE ANNEXED - NOT OWNED BY APPLICANT

Tax Parcel #	Parcel I.D.#	Tax Account #	Owner
10	24-35-28-00-10	2408237	Brown, Clover M; Brown, Tiffany
34	24-35-28-00-34	2408261	Penko, Stanley V; Penko, Jeannette M
755	24-35-28-00-755	2408310	Green, Tammy L
757	24-35-28-00-757	2408312	Green, Milford; Boothe, Christine
759	24-35-28-00-759	2408314	Green, Milford L
773	24-35-28-00-773	2408328	Ditesh, John J
776	24-35-28-00-776	2408331	Nuckols, Edward; Ehreeman, Norman D
777	24-35-28-00-777	2408332	Grutzik, Josephine B
787	24-35-28-00-787	2408342	Andreu, Luis Edward
788	24-35-28-00-788	2408343	Biondo, Joseph
800	24-35-28-00-800	2408355	Patel, Atul
801	24-35-28-00-801	2408356	Albright, W Douglas
802	24-35-28-00-802	2408357	Erlman, James; Malto, Roque; Dooley, Edward
805	24-35-28-00-805	2408360	Kountz, Darla M
808	24-35-28-00-808	2441803	Joseph, Cela; Joseph, Marietta
809	24-35-28-00-809	2443046	Carpiniello, Anthony

PARCELS OWNED BY APPLICANT

Tax Parcel #	Parcel I.D.#	Tax Account #	Owner
1	24-35-28-00-1	2408228	Cape Canaveral Heights Properties, Inc.
7	24-35-28-00-7	2408234	Jacob Aaron Corp.
17	24-35-28-00-17	2408244	Jacob Aaron Corp.
20	24-35-28-00-20	2408247	Jacob Aaron Corp.
28	24-35-28-00-28	2408255	Jacob Aaron Corp.
45	24-35-28-00-45	2408277	Gigi II LLC
46	24-35-28-00-46	2408273	Jacob Aaron Corp.
47	24-35-28-00-47	2408274	Jacob Aaron Corp.
56	24-35-28-00-56	2408283	Jacob Aaron Corp.
57	24-35-28-00-57	2408284	Jacob Aaron Corp.
61	24-35-28-00-61	2408288	Jacob Aaron Corp.
71	24-35-28-00-71	2408298	Jacob Aaron Corp.
752	24-35-28-00-752	2408307	Gigi II LLC
754	24-35-28-00-754	2408309	Jacob Aaron Corp.
756	24-35-28-00-756	2408311	Gigi II LLC
758	24-35-28-00-758	2408313	Jacob Aaron Corp.
760	24-35-28-00-760	2408315	Jacob Aaron Corp.
761	24-35-28-00-761	2408316	Gigi II LLC
763	24-35-28-00-763	2408318	Jacob Aaron Corp.
764	24-35-28-00-764	2408319	Jacob Aaron Corp.
766	24-35-28-00-766	2408321	Jacob Aaron Corp.
770	24-35-28-00-770	2408325	Jacob Aaron Corp.
771	24-35-28-00-771	2408326	Jacob Aaron Corp.
772	24-35-28-00-772	2408327	Jacob Aaron Corp.
774	24-35-28-00-774	2408329	Gigi II LLC
778	24-35-28-00-778	2408333	Jacob Aaron Corp.
779	24-35-28-00-779	2408334	Jacob Aaron Corp.
780	24-35-28-00-780	2408335	Jacob Aaron Corp.
781	24-35-28-00-781	2408336	Jacob Aaron Corp.
782	24-35-28-00-782	2408337	Jacob Aaron Corp.
786	24-35-28-00-786	2408341	Jacob Aaron Corp.
789	24-35-28-00-789	2408344	Jacob Aaron Corp.
790	24-35-28-00-790	2408345	Jacob Aaron Corp.
791	24-35-28-00-791	2408346	Jacob Aaron Corp.
792	24-35-28-00-792	2408347	Jacob Aaron Corp.
793	24-35-28-00-793	2408348	Jacob Aaron Corp.
794	24-35-28-00-794	2408349	Jacob Aaron Corp.
795	24-35-28-00-795	2408321	Jacob Aaron Corp.
796	24-35-28-00-796	2408351	Jacob Aaron Corp.
797	24-35-28-00-797	2408352	Jacob Aaron Corp.
798	24-35-28-00-798	2408353	Jacob Aaron Corp.
803	24-35-28-00-803	2408358	Jacob Aaron Corp.
806	24-35-28-00-806	2408361	Jacob Aaron Corp.

SITE DATA

TOTAL SITE AREA:	139.23 AC.±
TOTAL AREA OWNED BY APPLICANT:	122.58 AC.± (88.0%)
TOTAL AREA NOT OWNED BY APPLICANT:	16.65 AC.± (12.0%)

LEGEND

000 LOT OR TRACT OWNED BY APPLICANT

000 LOT OR TRACT NOT OWNED BY APPLICANT

NOTE:

The purpose of this map is to reflect the limits of proposed annexation to the City of Cocoa for lands owned by the applicant under the following entities;

1.) Cape Canaveral Heights Properties, Inc.
2.) Jacob Aaron Corp.
3.) Gigi II, LLC

Parcel information is shown as per the Brevard County Property Appraiser's website.

LOCATION MAP



UTILITIES NOTE:

EXISTING SANITARY SEWER 10" FORCEMAIN LIES WITHIN S.R. 524 RIGHT-OF-WAY

EXISTING SANITARY SEWER 12" FORCEMAIN LIES WITHIN S.R. 520 RIGHT-OF-WAY

EXISTING POTABLE WATER TRANSMISSION MAIN LIES WITHIN S.R. 520 RIGHT-OF-WAY

A1	
REVISIONS	
PER ATTORNEY REVIEW	
03/12/19	
DATE	

Sec.: 28
Twp.: 24 South
Rng.: 35 East
Design by : M/A
Drawn by : L.B.
Checked by : J.W.M.

ANNEXATION MAP PREPARED FOR:
Cape Canaveral Heights Properties, Inc.;
Jacob Aaron Corp.; Gigi II, LLC

City of Cocoa, Florida

Bussen-Mayer Engineering Group, Inc.
193 FISKEL STREET • MERRITT ISLAND, FLORIDA 32953
PH. (321) 453-0550 • FAX (321) 454-6665

Date : Feb. 20, 2019
Scale : 1" = 200'
Proj. No.: 391001
Sheet No. 1 of 1

Project Summary

- The subject parcels are currently under Brevard County Residential 2 designation, which permits lower density residential development with a maximum density of up to two (2) dwelling units per acre.

- The proposed City of Cocoa Low Density Residential designation allows a maximum density of up to 7 units per acre.

- During the annexation process the applicant entered into a Pre-Annexation Development Agreement wherein the primary property owners agreed that any PUD project eventually developed on 122.58 acres of the property would have a **maximum density of 4 dwelling units (d.u.) per acre.**

Project Summary

- The sixteen (16) individually owned parcels are not technically limited by the pre-annexation agreement. However, the individually owned parcels are all located within a larger area that makes up the 43 applicant parcels
- In addition, staff is aware that two of the individually owned parcels have recently been purchased by the applicant's clients.
- This creates an imbalance among the parcels in the FLUM area, where the applicant has some parcels limited to 4 units/acre and some at 7 units/acre and other individuals own parcels within the same development project area at 7 units/acre.
- In order to address this issue, staff is requesting that all 16 of the individually owned parcels also be limited to the same density of 4 units/acre as a condition of this FLUM Amendment.

Recommendation

Prior Actions:

The Planning & Zoning Board recommended denial at the June 16, 2020 meeting.

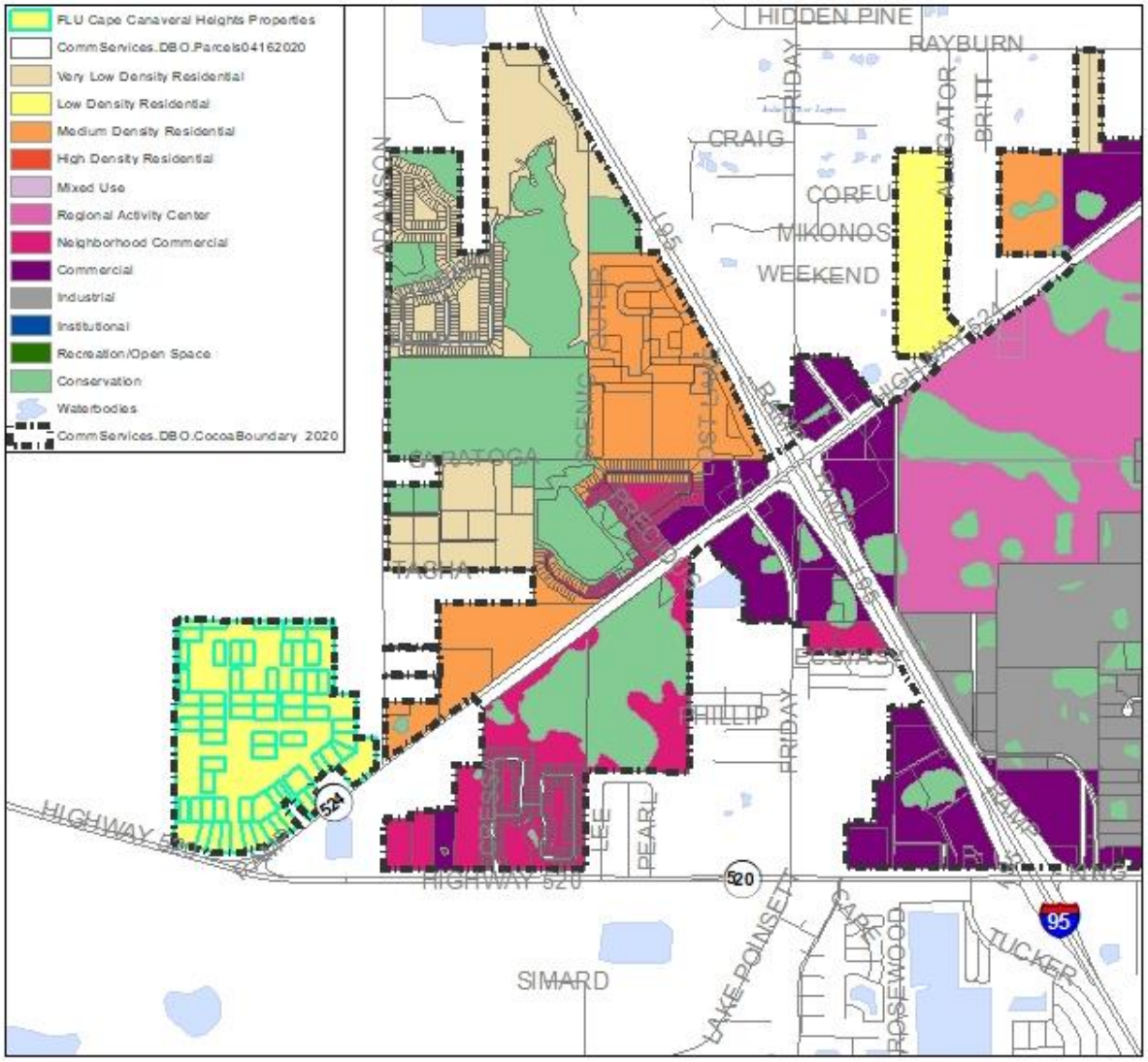
Council approved the first reading of this ordinance on June 24, 2020.

Recommendation:

Approval of the Comprehensive Plan Map Amendment changing the Future Land Use Map designation of the subject property from Brevard County "Residential 2 Units Per Acre" to City of Cocoa "Low Density Residential" with the following condition:

1. That the density limit of 4 units per acre tied to the forty three (43) applicant owned parcels shall also be applied to the sixteen (16) individually owned parcels.

Future Land Use Map



Dorothy Selig

From: Sara moody <sara_moody@aol.com>
Sent: Wednesday, September 23, 2020 9:00 AM
To: Dorothy Selig
Subject: Agenda item VII.4 e comment

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Hi Dodi,

Apparently my e comment is too long so I am emailing you my e comment to be read at the meeting tonight.

Hello Councilmembers,

My name is Sara Wagner and I live at 2205 Adamson Rd, Cocoa FL 32926. I have come in countless times in regards to the City of Cocoa encroaching on Brevard County residents that live along Adamson Road and Canaveral Groves. I believe you're all familiar with my stance and the City of Cocoa furthering their annexations west of the 95 corridor. The reasons being simple and concise. First, the City of Cocoa has a hard time sustaining the city within its current city limits let alone future city limits. Second, the planning a zoning board member were very clear at their last meeting that they wanted to see a city (PUD) that mimics the county's two dwelling units per acre. Lastly, the mayor himself believes that the city could use a "rebranding".

First, in the last City Council meeting that I attended it was very evident that the City of Cocoa is struggling to keep open many parks a recreation buildings due to inadequacies of the City and Brevard County. Now I ask myself... Why would the City want to take on more if they can't maintain what they have now? If I ask this and I am not a City resident, how many residents should be asking this question?

Second, in the last planning and zoning meeting when this property was addressed, 5 members of the planning and zoning board spoke up and wanted to see a PUD that would better transition and mimic the County's two dwelling units per acre. If this were to be done, I assure you that most people would be happier about the City of Cocoa coming in a "rezoning". I am asking you to take what the planning and zoning board asked for into consideration. After all, they were appointed to those positions for a reason. If this is taken into consideration it would dramatically allow a better transition into the city's boarding rural community.

Lastly, the mayor stated in the last City Council meeting I attended that the City needed a "rebranding". I completely agree with him. The City Councilmembers are very much aware that the housing market is booming and it is no secret that one if not the most desired areas in the 32926 zip code is Canaveral Groves. What makes it so desired? Land and not living on top of one another. I believe that the City of Cocoa has an opportunity to make this property just as desirable and profitable if 1 acre tracks were available. As City councilmembers you have the opportunity to make this "development" the right fit for rural surrounding property owners and a rebranding for the City of Cocoa. A long term sustainable infrastructure is what should be desired.

Thanks,
Sara

Sent from my iPhone

Dorothy Selig

From: Alli Harris <allijharris@gmail.com>
Sent: Wednesday, September 23, 2020 2:52 PM
To: Dorothy Selig
Subject: Agenda item VII.4 e comment

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Night Meetings, Must Do

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Hi Dodi,

My e comment is too long so can you please read it for me at the meeting tonight?

Good evening Councilmembers,

My name is Alli Harris, I reside at 6450 Sorrel Dr.
I have multiple issues with the land development near Lake Calico.
The number of dwellings per acre for the proposed development does not coincide with what is already established in the neighboring existing properties. Furthermore, a higher-density development could damage the existing ecology of our rural neighborhood.
Has the city taken into consideration what this development will do to the surrounding areas? Air pollution resulting from automobile dependency, water pollution caused by increases in impervious surfaces, the loss or disruption of environmentally sensitive areas, such as critical natural habitats (IE wetlands, wildlife corridors, established bald eagle habitat, etc), increased flood risks for existing dwellings, and an overall reduction in quality of life for those already inhabiting the area, are all concerns I feel the city is overlooking simply due to the fact the current residents do not support them with city taxes.

I'm passionate about natural habitats and it's one reason why I enjoy living in this area. Over the last year it has come to my attention that this board has been rapidly expanding through district 3, and it's clear that there are intentions of continuous encroachment of Cocoa's city limit to where I reside. I am upset at the lack of concern this Council has with our issues on land development around our already established rural properties west of I-95. Most of the residents that live in this area enjoy the "rural life" and is the main reason we chose to live here. Many other very concerned neighbors have voiced our concerns to this board about future land development in the past, and all concerns continue to fall on deaf ears.

Thank you from a very concerned citizen

Hello Councilmembers,

My name is Catherine Bonadio. This is approximately the 5th time I have come before this council with concerns of the urban sprawl the City of Cocoa is responsible for. Now you are at my front door. I live at 6440 Sorrel Drive.

My objection to the rezoning of any of the parcels presently being developed by DR Horton lies in apparent issue of water drainage. Fertilizer, pesticide and storm waters don't stop at property lines. They drain with the land. If you add 155 more homes to the development, the water will not drain away. It will raise the level of Lake Calico (occasionally referred to incorrectly as "Square Lake"). Lake Calico as recorded in plat Adamson Country Estates Brevard County Official Records book 23 page 34 is a 100% PRIVATELY OWNED lake to its center. Each property owner owns a piece of that lake to the center and the earth the water resides on. DR Horton owns no part of Lake Calico aka Square Lake.

If the stormwater and runoff from the 155 homes is permitted to flow into the existing small swales, it will raise the water level on the COUNTY OWNED PRIVATE PROPERTIES of the lake and possibly infringe on these homes built on county property, particularly during the wet season and tropical storms. This stormwater and runoff will adversely affect the wildlife of the lake as well. The City of Cocoa must contain its own water runoff. Please see petition requesting a guaranteed drainage analysis.

As a last note, there is a documented and registered, currently active and occupied Bald Eagle Nest well within 660 feet of this proposed development. This has been a nesting area of the bald eagle for more than 30 years. Per the Florida Wildlife Commission, documented as well as undocumented bald eagle nests are provided the exact same protections. While no longer on the endangered species list, the bald eagle is still Federally protected. By law, there is to be NO development, digging, clearing or any such work that will disturb the nest within 660 feet.

Please deny this rezoning for drainage until a proper drainage study can be performed and we can be assured that the bald eagle nesting site is secure and outside of 660 feet of any construction or development work.

Thank you,

C. Bonadio

Dorothy Selig

From: Sandra Leone
Sent: Monday, September 21, 2020 4:06 PM
To: Dorothy Selig; Alexandra Bernard
Subject: FW: Planning and zoning for Preliminary Subdivision-Adamson Creek Phase One-C

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Night Meetings, Must Do

-----Original Message-----
From: Lynde <lyakk12@att.net>
Sent: Monday, September 21, 2020 4:00 PM
To: Sandra Leone <sleone@cocoafl.org>
Cc: Lgloq Marwick <gerald.marwick.1@us.af.mil>
Subject: Planning and zoning for Preliminary Subdivision-Adamson Creek Phase One-C

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

I am a homeowner in Adamson Creek. My family and I travel Adamson Rd. and SR 524 daily. The traffic will be further pushed into unbearable dangers with the Huge Large truck traffic and Automobile accidents that have already been ever present. The entrance from Adamson Rd. Onto SR 524 is beyond belief that NO traffic light exists YET given all the dangers from large trucks obstructing the oncoming traffic view. The turn off of SR 524 onto Adamson Rd. Is TOTALLY OBSTRUCTING (if large truck/garbage) for traffic sitting at Adamson Rd To pull out onto SR 524. This causes the pull out traffic onto SR 524 to have No line of sight to traffic behind or beside truck as it moves into turn off lane. It has caused numerous crashes by unseen autos blocked by the large truck traffic. Deaths and traffic studies have not gotten us a traffic control light yet. UNBELIEVABLE. There has not been a traffic study in past two years in this area since the newest subdivision was completed or the increase in Garbage truck and construction disposal traffic.
This subdivision expansion should include FULL intention of a control light before more autos are allowed to travel these unsafe roads. The speeds at which the traffic is allowed to travel is 55 mph. We all know no large truck or garbage truck can safely stop at that speed without losing control. The speed limit should be lowered with large trucks with loads traveling on Two lane road with autos. We are not in the countryside Anymore!! SR 524 is a large pass through or around to SR 528.

Suggestion 1. Traffic control improvements of traffic light at Adamson Rd. And SR 524
2. Speed limits lowered d/t Large Trucks and unsafe at 55 mph.w/ autos and turn off stops for driveways from Adamson Rd. Loaded Trucks can not safely stop at same distance as autos. The trucks speed constantly!!
3. Evaluate adding signage on SR 524 that guides GPS followers to go past Adamson Rd. With Arrow to 520 Ahead. This stops them from pulling into Adamson Rd turnoff too soon and jumping out of turn lane and crashing into pulled out traffic. All because their GPS said 1/4 mile for 520 but they made early turn and try to correct. We see this so much of the time.
Please consider the accident increases and mixed traffic vehicles to study and improve the safety before further development proceeds. Thank You LYNDE MARWICK resides at 1347 Tarton Way in Adamson Creek. 937-545-6072 Sent from my iPad

Dorothy Selig

From: Sandra Leone
Sent: Wednesday, September 23, 2020 1:34 PM
To: Dorothy Selig
Subject: FW: Wet detention pond

Importance: High

Here is another one ☺

From: Joyce Forino <forino@bellsouth.net>
Sent: Wednesday, September 23, 2020 1:12 PM
To: Sandra Leone <sleone@cocoafl.org>
Subject: Fwd: Wet detention pond

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Begin forwarded message:

From: Joyce Forino <forino@bellsouth.net>
Subject: Wet detention pond
Date: September 23, 2020 at 12:58:30 PM EDT
To: meetings@cocoafl.org
Cc: Leslie Church <lchurch@sjrwmd.com>

I would like to address maintenance issues on this portion of D.R. Horton property bordering N.W. Lakes wet detention pond.

D.R. Horton has promised many times to address this situation. To date, I have yet to see even a lawnmower or heavy equipment remove the overgrowth bordering my property at 455 Outer Dr. Cocoa, FL. There is a drainage system in place on the eastern side of the detention pond, with a pipe that runs UNDER the pond to the opposite side and exits via a bubble up. Both drains are so overgrown with debris to the point neither of them work as intended. This causes major flooding on N. W. Lakes property during heavy rains. There are several overflow drains on the west side of this pond which are no longer visible because of the vegetation. I respectfully submit my request for timely maintenance after the initial cleanup if so ordered.
Joyce Forino
455 Outer Dr.
Cocoa, FL.

Dorothy Selig

From: Sandra Leone
Sent: Wednesday, September 23, 2020 11:05 AM
To: Dorothy Selig
Subject: FW: Attn: Dodie Selig, Planning and Zoning Manager

From: Mary <mjococoa@gmail.com>
Sent: Wednesday, September 23, 2020 11:01 AM
To: Sandra Leone <sleone@cocoafl.org>
Subject: Fwd: Attn: Dodie Selig, Planning and Zoning Manager

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

---------- Forwarded message ---------
From: **Mary** <mjococoa@gmail.com>
Date: Wed, Sep 23, 2020, 10:52 AM
Subject: Attn: Dodie Selig, Planning and Zoning Manager
To: <meetings@cocoafl.org>

Hello,
My name is Mary Opperman, a true native to Brevard County in Cocoa. Born an raised on Dixon Blvd and a land owner on Adamson Rd. When I was young our family's and neighbors started moving out of town for a better and quiet area toward Canaveral Groves, as Cocoa was really starting to grow in populatuon. All started in the late 80s. Then I married and lived in PSJ. We moved from PSJ 25 yrs ago to get away from Subdivisions and neighborhood's.
Now they are turning our quiet Rural area into up ur ass neighborhoods all around us.
We've had several new subdivisions built just on Adamson in the last 5yrs.

Tearing down trees, an just wiping out all natural nature an habitat, replacing it with concrete and houses so close you could literally jump from rooftop to rooftop!!

We, are totally against turning our rural area into PSJ OR ANY OTHER SUBDIVISIONS. We and others haved moved out of those area's to have peace an quiet. Twenty five yrs ago that's what we had when we relocated.

Now its growing an not by individual land onwers but stupid subdivisions.
I VOTE " NO " ON SUBDIVISIONS OF ANY KIND INVOLVED IN THIS MEETING!!
SO " NO

Thank you,
Mary Opperman
840 Adamson rd
Cocoa, FL 32926

Dorothy Selig

From: Sandra Leone
Sent: Monday, September 21, 2020 3:34 PM
To: Dorothy Selig; Alexandra Bernard; Bryant Smith
Subject: flooding at Adamson

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Night Meetings, Must Do

FYI

Received a call from Mr. Anthony ? , he is concerned about the flooding around the cell tower out at Adamson Creek and that we are allowing them to move forward even though he claims this has yet to be resolved.
Anthony 321-433-0952

Sandra Leone
Planner
65 Stone St., Cocoa, FL 32922
(321) 313-0839 Cell
(321) 433-8535 I sleonel@cocoafl.org



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FY2021 Budget Presentation

2ND Public Hearing

September 23, 2020

EXHIBIT E: FY 2021 Budget Final Public Hearing

Objectives of this Public Hearing

- Adopt a Final Millage Rate for FY2021
- Adopt a Final Budget for FY2021

➢ The City must have a balanced budget by October 1, 2020

TRIM (Truth In Millage) Process

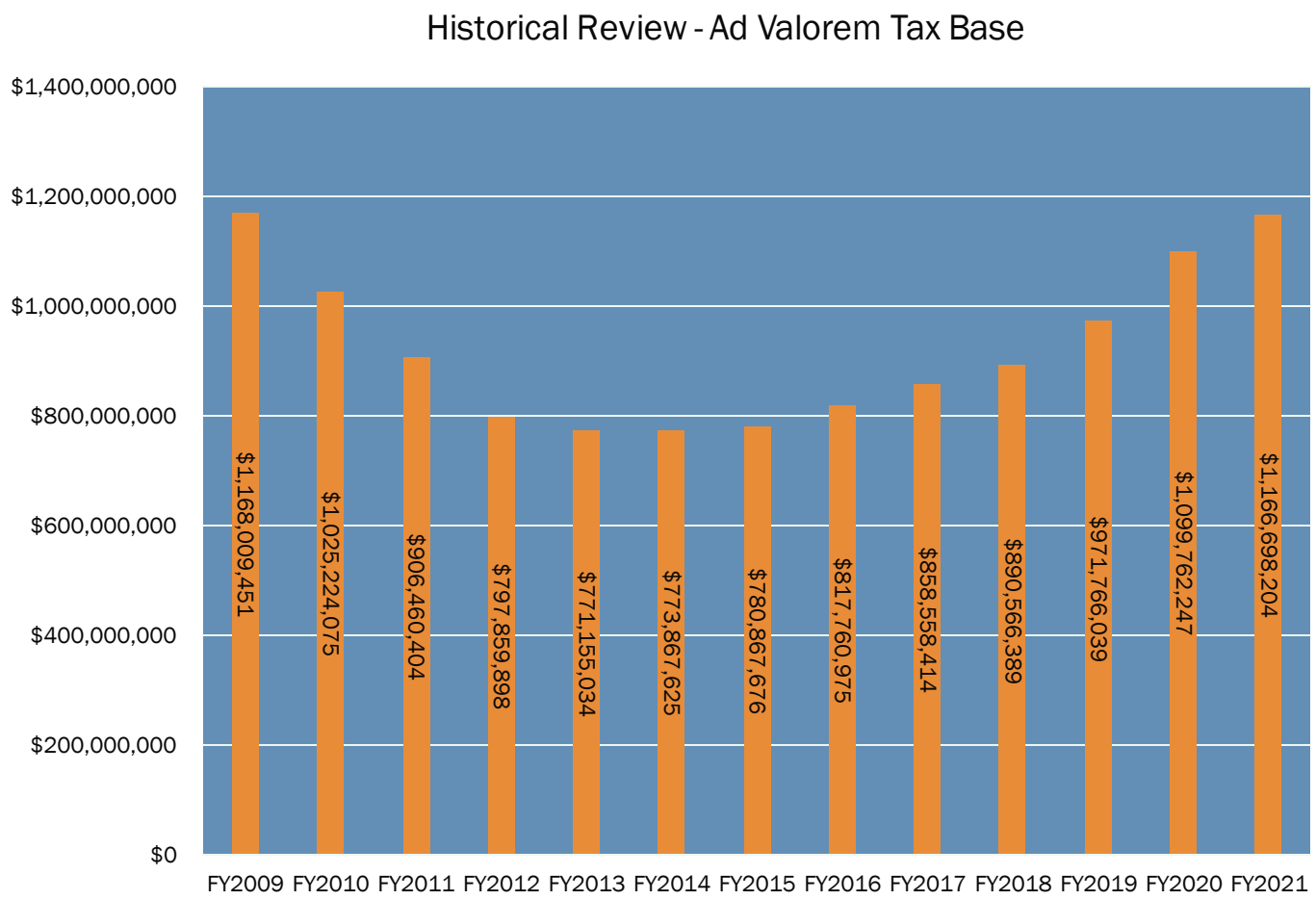
- Step 1
  - Adopt the FY 2021 City of Cocoa Final Millage Rate
- Step 2
  - Adopt the FY 2021 City of Cocoa Final Budget

Historical Review
Ad Valorem Tax Base

Fiscal Year		Valuation		% of Change
FY2009		$1,168,009,451		(0.9%)
FY2010		$1,025,224,075		(12.2%)
FY2011		$906,460,404		(11.6%)
FY2012		$797,859,898		(12.0%)
FY2013		$771,155,034		(3.3%)
FY2014		$773,867,625		0.4%
FY2015		$780,867,676		0.9%
FY2016		$817,760,975		4.7%
FY2017		$858,558,414		5.0%
FY2018		$890,566,389		3.5%
FY2019		$971,766,039		8.8%
FY2020		$1,099,762,247		13.2%
FY2021		$1,166,698,204		6.0%

FY2009-FY2020 is based on the Final Taxable Value.

Historical Review
Ad Valorem Tax Base



FY2009-FY2020 is based on the Final Taxable Value.

FY2021 TRIM Rate Options

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%	FY2020 – FY2021 Revenue Variance
FY2020 *Adopted Rate	$1,094,366,709	5.9790	$6,543,219	$6,216,058	
FY 2021 Millage Options					
Current Rate-Proposed	**$1,166,698,204**	**5.9790**	**$6,975,689**	**$6,626,904**	**$410,846**
Rolled-back Rate	**$1,166,698,204**	**5.8274**	**$6,798,817**	**$6,458,876**	**$242,818**
Majority Rate	$1,166,698,204	11.7143	$13,667,052	$12,983,700	$6,767,642

Proposed Rate

*Only the Rolled Back Rate or Current Rate are the options, for millage rate adoption.

Reduction To Ad Valorem Due To Required TIF Payments To The CRA's From The General Fund

CRA	MILLAGE 5.9790 FY2020 CURRENT ADOPTED RATE	MILLAGE 5.9790 FY2021 CURRENT FINAL RATE	DIFFERENCE BETWEEN FY2020 AND FY2021 @ CURRENT MILLAGE	MILLAGE 5.8274 FY2021 VALUATION AT THE ROLLED-BACK RATE	DIFFERENCE BETWEEN FY2021 FINAL MILLAGE AND THE ROLLED-BACK RATE
DOWNTOWN COCOA	$744,273	$811,297	**$67,024**	$790,726	**$20,571**
DIAMOND SQUARE	$135,989	$167,263	**$31,274**	$163,022	**$4,241**
TOTAL TO CRA's	$880,262	$978,560	**$98,298**	$953,748	**$24,812**

FY2021 Comparative City Rates

Ranking	City	Current	Rolled-back	Proposed
1	Satellite Beach	8.7000	8.3965	8.6312
2	Titusville	7.7210	7.2145	7.9359
3	Palm Bay	8.4500	7.6415	7.8378
4	Melbourne	7.1878	6.8650	6.8650
5	Indialantic	5.9484	5.7423	6.0923
6	Rockledge	6.1000	5.8640	6.0500
7	**Cocoa**	**5.9790**	**5.8274**	**5.9790**
8	Cocoa Beach	5.8294	5.6203	5.8294
9	Indian Harbor Beach	5.6401	5.4549	5.6401
10	Cape Canaveral	3.7256	3.6396	3.6396
11	West Melbourne	2.6017	2.5087	2.5087

Note: Ranking is established using the Proposed/Tentative Rate. (As of 9/16/20)

City Council Questions/Comments

Public Announcement/Hearing

- ✓ The City of Cocoa is the taxing authority
- ✓ The rate is a 2.60% increase
- ✓ The rolled-back rate is 5.8274
- ✓ The millage rate to be levied is 5.9790
- ✓ The millage rate of 5.9790 represents a 2.60% increase over the rolled back rate of 5.8274.

Requested Action:

Approve Resolution No. 2020-206, adopting the final rate of 5.9790 mills. for the City of Cocoa, commencing on October 1, 2020 and ending on September 30, 2021.

FY 2021 Final Budget & CIP

FY2021 Revenues

FY 2021 Final Budget vs. FY 2020 Amended Budget by Fund

FUND	FY 2021 FINAL	FY 2020 AMENDED	BUDGET VARIANCE	% VARIANCE	% of FY2021 BUDGET
Capital Project Funds	$91,628	$7,788,443	($7,696,815)	(98.8%)	0.1%
General Fund	$41,351,033	$40,749,285	$601,748	1.5%	26.6%
Building Permit Fund	$536,646	-	$536,646	*100%	0.3%
G.F. Debt Service Fund	$1,745,706	$1,783,246	($37,540)	(2.1%)	1.1%
Special Revenue Funds	$3,046,572	$11,510,260	($8,463,688)	(73.5%)	2.0%
Self Insurance Funds	$6,827,260	$6,747,254	$80,006	1.2%	4.4%
Workers Compensation Fund	$1,208,944	$1,217,552	($8,608)	(0.7%)	0.8%
Stormwater	$1,811,269	$2,011,542	($200,273)	(10.0%)	1.2%
Water/Sewer Fund	$75,186,987	$67,861,138	$7,325,849	10.8%	48.4%
Water/Impact Fees	$2,233,605	-	$2,233,605	*100%	1.4%
Renewal & Replacement	$11,484,879	-	$11,484,879	*100%	7.4%
WS Capital Project 2018 Bond Fund	-	$41,527,660	($41,527,660)	*(100%)	-
WS Debt Service Fund	$9,792,610	$9,761,950	$30,660	-	6.3%
TOTAL	$155,317,139	$190,958,330	($35,641,191)	(22.9%)	100%

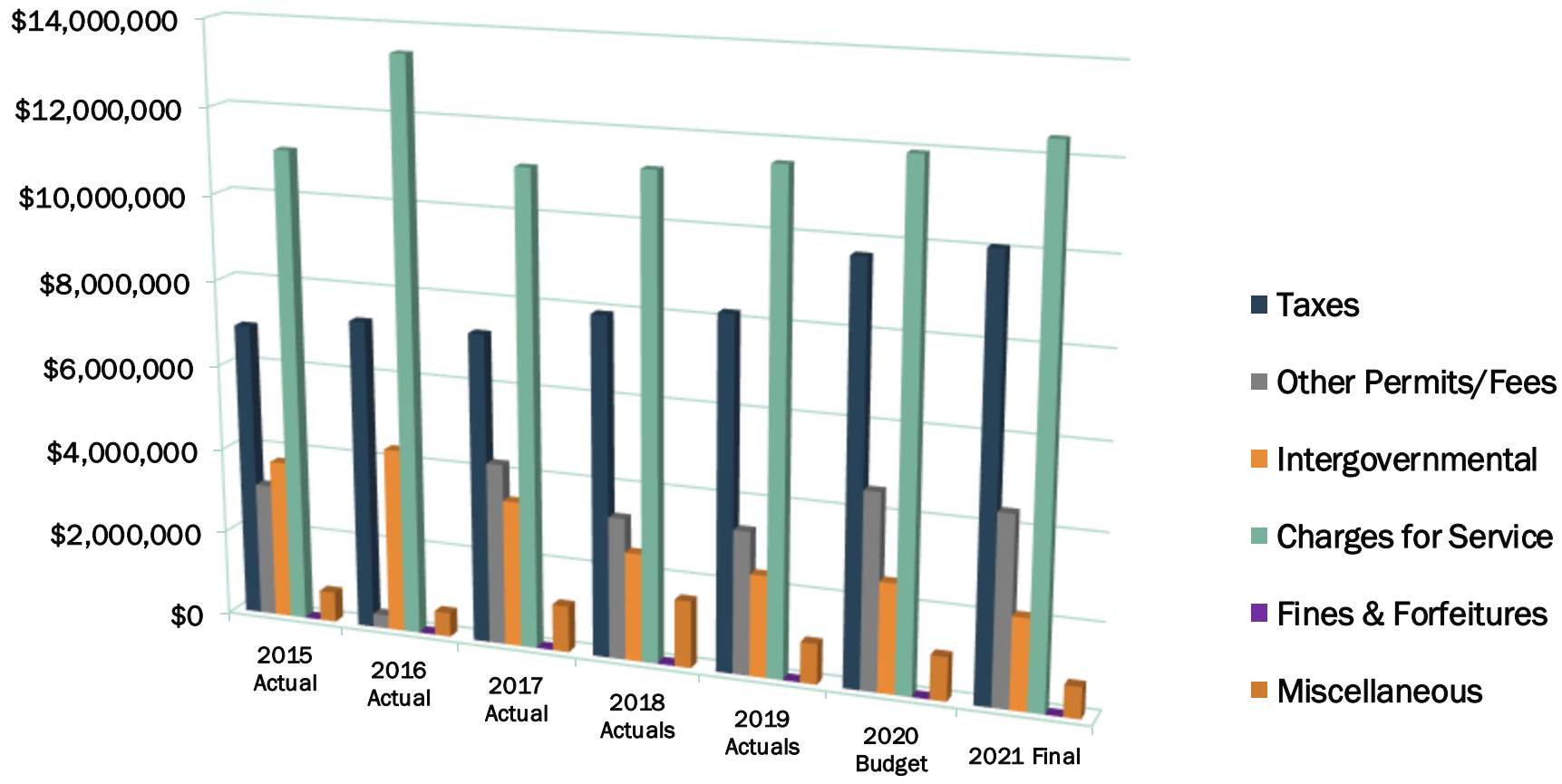
*New Funds or Projects fully commented and Budgets will roll over.

FY 2021 General Fund Revenue by Funding Source

Funding Source	Amount	Percentage of Total Revenue
Taxes (Ad Valorem, UST, CST)	$10,074,429	24.4%
Other Permits & Fees *(Franchise Fees, Fire Assessment Planning & Zoning Fees)	$4,403,003	10.6%
Intergovernmental (Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues)	$2,127,228	5.1%
Charges for Service (Water Billing Services, Garbage Collection Services, and Culture/Recreation Fees)	$12,422,689	30.0%
Fines & Forfeitures	$14,813	-
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.)	$731,083	1.9%
Other Sources (Inter-fund transfers, Water/Sewer contribution and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)	$11,577,788	28.0%
TOTAL FY 2021	**$41,351,033**	**100%**

*New Building Permits Fund Revenues Budgeted in Fund 107

General Fund Revenue Trends



FY20 Amendment to General Fund Budget Due to Covid-19

In preparation of potential Covid-19 impact to General Fund Revenues in FY20, at the May 13, 2020 City of Cocoa Council Meeting, an agenda item was presented for Council approval to reduce the use of Budgeted General Fund Balance Reserves, and Revenues as well as reducing the associated expenses.

- Freeze Identified Vacant Positions (Salary and Benefits)
  - Parks & Right of Way Coordinator $68,904
  - Streets and Stormwater Manager $99,273
  - HR Intern $2,589
  - Summer Youth Internship $8,000
- Projects/Training/Study
  - City Management Retreat $15,000
  - Information Technology Security Study $50,000
  - 2 Railroad Crossing Repairs $209,000

Total Current Cost Reductions = $452,766

(Utility Penalty Fees Waived ($165,000) and Revenues Reduced FY20)

Difference in potential revenue reduction (Stantec – worse case) & Cost Reductions = ($556,387.00)

Estimated Reduction in FY2021 General Fund Revenues Due to Covid-19

Local Option Gas Tax-	($9,265)	(2%)
Local Business Tax-	($9,000)	(5%)
State Rev. Sharing 8% Fuel Tax-	($10,436)	(6%)
State Rev. Sharing ½ Sales Tax-	($55,454)	(5%)
State Revenue Sharing-	($21,436)	(4%)

Total Reduction for FY2021: ($114,084)

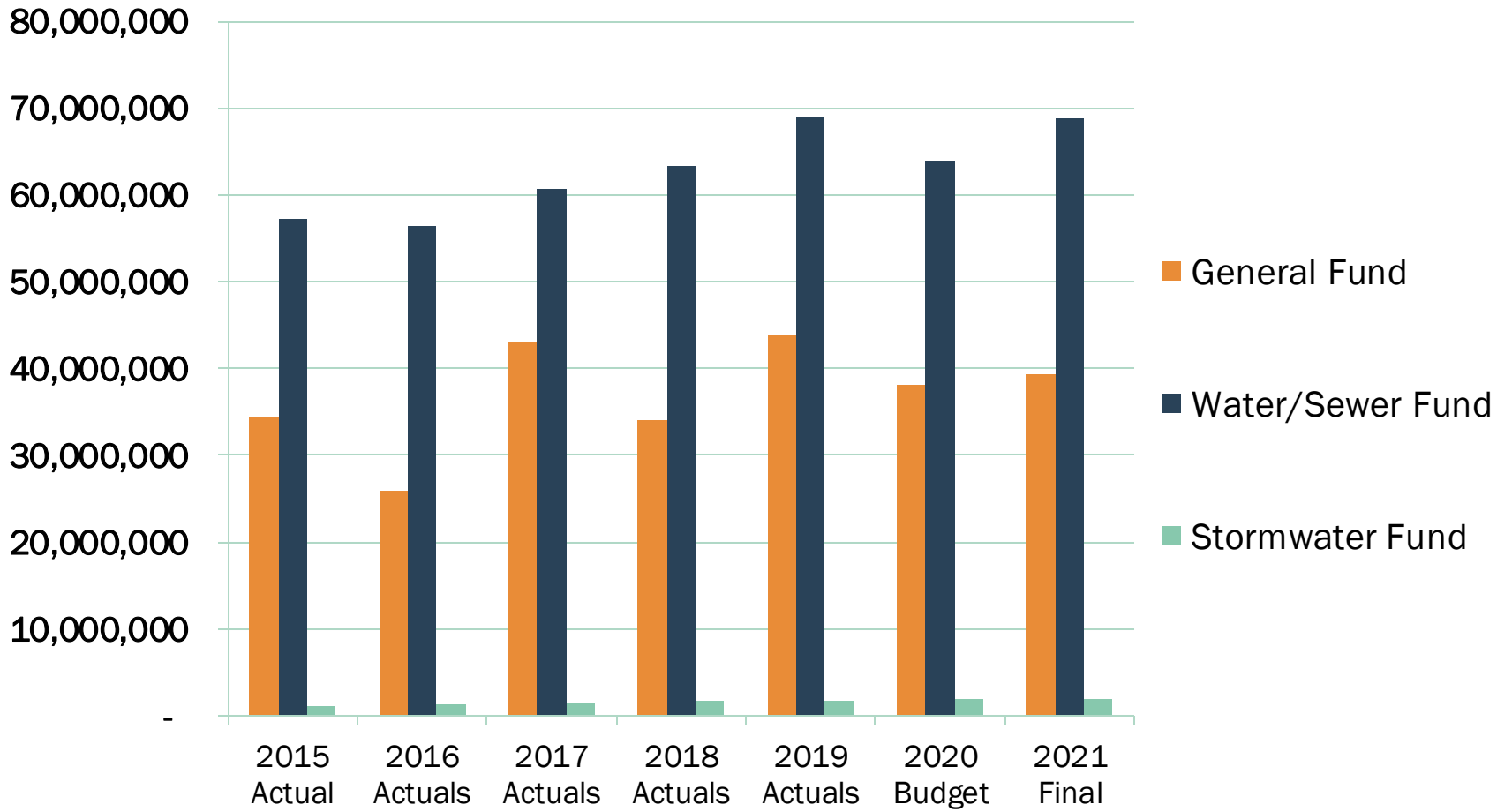
FY 2021 Water/Sewer & Impact Fee Funds Revenue by Funding Source

Funding Source	Amount	Percentage of Total Revenue
*Other Permits & Fees (Water and Sewer Impact Fees) (FUND 422)	$2,233,605	100%
Total Impact Fees:	**$2,233,605**	**100%**
Charges for Service (Water, Sewer and Reuse Services)	$66,526,376	88.4%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Insurance Proceeds, etc.)	$93,078	0.2%
Other Non-Revenue (Contributions, Bond proceeds and use of Reserves)	$8,567,533	11.4%
Total Water/Sewer:	**$75,186,987**	**100%**
TOTAL FY 2021	**$77,420,592**	

FY 2021 Stormwater Fund Revenue by Funding Source

Funding Source	Amount	Percentage of Total Revenue
Special Assessment - Charges for Services (Stormwater services and Tax Certificates)	$1,811,269	100%
TOTAL FY 2021	$1,811,269	100%

Revenue Trends:
General, Water/Sewer, and Stormwater Funds



(Excluding the use of Fund Balance).

FY2021 Expenses

FY 2021 Final Budget vs. FY 2020 Amended Budget by Fund

FUND	FY 2021 FINAL	FY 2020 AMENDED	BUDGET VARIANCE	% VARIANCE	% of FY2021 BUDGET
Capital Project Funds	$91,628	$7,788,443	($7,696,815)	(98.8%)	0.1%
General Fund	$41,351,033	$40,749,285	$601,748	1.5%	26.6%
Building Permit Fund	$536,646	-	$536,646	*100%	0.3%
G.F. Debt Service Fund	$1,745,706	$1,783,246	($37,540)	(2.1%)	1.1%
Special Revenue Funds	$3,046,572	$11,510,260	($8,463,688)	(73.5%)	2.0%
Self Insurance Funds	$6,827,260	$6,747,254	$80,006	1.2%	4.4%
Workers Compensation Fund	$1,208,944	$1,217,552	($8,608)	(0.7%)	0.8%
Stormwater	$1,811,269	$2,011,542	($200,273)	(9.9%)	1.2%
Water/Sewer Fund	$75,186,987	$67,861,138	$7,325,849	10.8%	48.4%
Water/Impact Fees	$2,233,605	-	$2,233,605	*100%	1.4%
Renewal & Replacement	$11,484,879	-	$11,484,879	*100%	7.4%
WS Capital Project 2018 Bond Fund	-	$41,527,660	($41,527,660)	*(100%)	-
WS Debt Service Fund	$9,792,610	$9,761,950	$30,660	-	6.3%
TOTAL	$155,317,139	$190,958,330	($35,641,191)	(22.9%)	100%

*New Funds or Projects fully commented and Budgets will roll over.

FY 2021 Final Budget vs. FY 2020 Amended Budget General Fund By Department

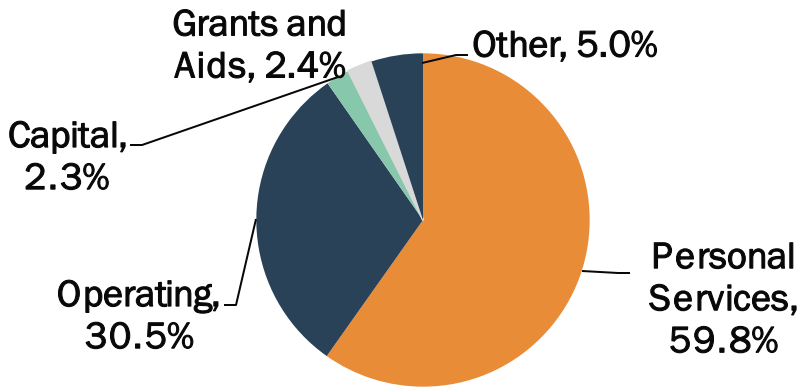
GENERAL FUND BY DEPARTMENT	FY 2021 FINAL	FY 2020 AMENDED	VARIANCE	% VARIANCE	% of BUDGET
City Council	$188,405	$185,941	$2,464	1.3%	0.5%
City Manager	$3,279,084	$3,622,700	($343,616)	(10.5%)	7.9%
Finance	$3,563,228	$3,565,477	($2,249)	(0.1%)	8.6%
General Operations	$8,103,479	$6,210,822	$1,892,657	23.4%	19.6%
Administrative Services	$882,435	$922,665	($40,230)	(4.6%)	2.1%
Police	$10,485,570	$10,396,175	$89,395	0.9%	25.4%
Fire	$6,628,150	$6,451,839	$176,311	2.7%	16.0%
Community Services	$818,267	$1,521,211	*($702,944)	(85.9%)	2.0%
Public Work	$7,402,415	$7,909,955	($507,540)	(6.9%)	17.9%
TOTAL	**$41,351,033**	**$40,749,285**	**$600,748**	1.4%	**100%**

*Building Permits Fund Created FY21

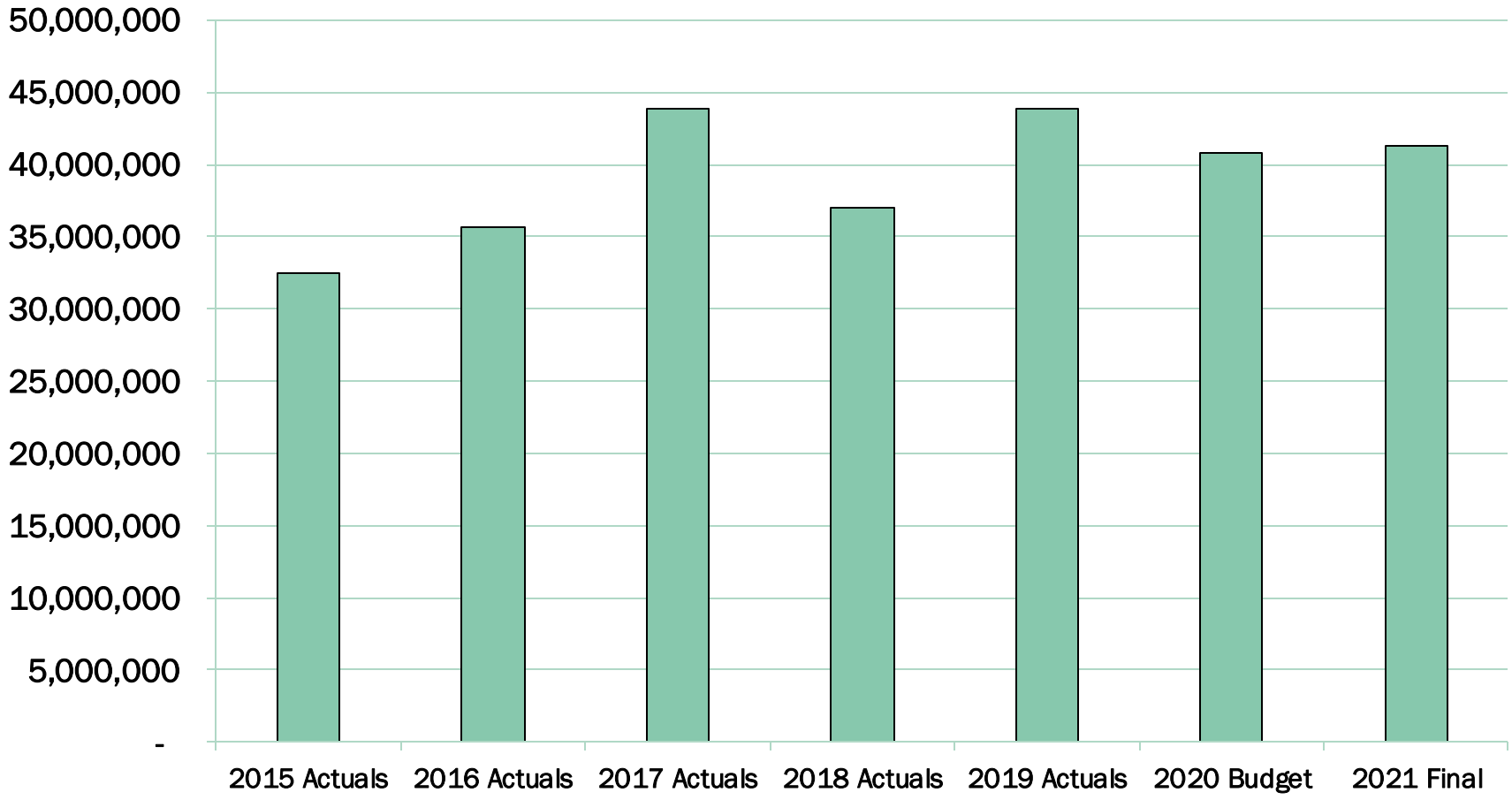
FY 2021 Final Budget vs. FY 2020 Amended Budget by General Fund Category

CATEGORY	FY 2021 FINAL	FY 2020 AMENDED	$ VARIANCE	% VARIANCE
Personal Services	$24,711,296	$24,850,949	($139,653)	(0.6%)
Operating	$12,605,101	$11,585,361	$1,019,740	8.1%
Capital	$968,324	$1,042,759	($74,435)	(7.7%)
Grants and other Aids	$993,760	$1,239,013	($245,253)	(24.7%)
Other Uses	$2,072,552	$2,031,203	$41,349	2.0%
TOTALS	**$41,351,033**	**$40,749,285**	**$601,748**	**1.5%**

General Fund
FY 2021



General Fund Expenditure Trends



FY 2021 Final Budget vs. FY 2020 Amended Budget Water/Sewer Division

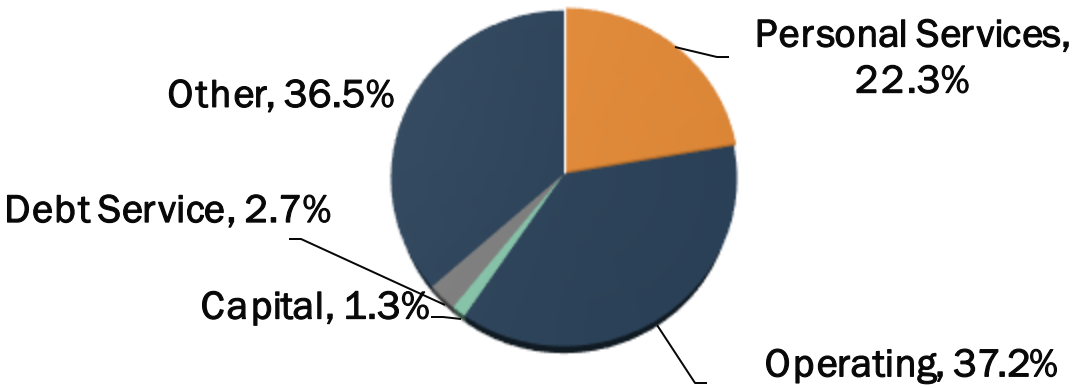
WATER/SEWER FUND BY DIVISION	FY 2021 FINAL	FY 2020 AMENDED	VARIANCE	% VARIANCE	% of BUDGET
*Inventory	$115,638	$39,667	$75,971	65.7%	0.2%
Utility Support Services	$1,701,530	$1,575,874	$125,656	7.4%	2.3%
Water Admin.	$42,047,650	$29,054,991	$12,992,659	30.9%	55.9%
Emergency/Disaster	-	$4,776	($4,776)	(100%)	-
Dyal Plant Operations	$13,799,810	$14,955,896	($1,156,086)	(8.4%)	18.4%
WFO/Water Collections	$9,232,366	$9,138,272	$94,094	1.0%	12.3%
Engineering	$2,245,318	$5,714,743	($3,469,425)	(60.7%)	3.0%
Sellers Plant Operations	$3,565,931	$3,917,052	($351,121)	(9.8%)	4.7%
WFO/Waste Water Collections	$2,478,744	$3,459,867	($981,123)	(39.6%)	3.3%
TOTAL	**$75,186,987**	**$67,861,138**	**$7,325,849**	10.8%	**100%**

*New Division Created in July 2020

FY 2021 Final Budget vs. FY 2020 Amended Budget by Water/Sewer Fund Category

CATEGORY	FY 2021 FINAL	FY 2020 AMENDED	$ VARIANCE	% VARIANCE
Personal Services	$17,087,660	$16,434,906	$652,754	3.8%
Operating	$28,889,540	$26,825,724	$2,063,816	7.1%
Capital	$979,322	$6,628,385	($5,649,063)	(57.6%)
Debt Service	$2,233,605	$0	*$2,233,605	100%
Other	$28,230,465	$17,972,123	$10,258,342	3.6%
TOTALS	**$77,420,592**	**$67,861,138**	**$9,559,454**	**14.0%**

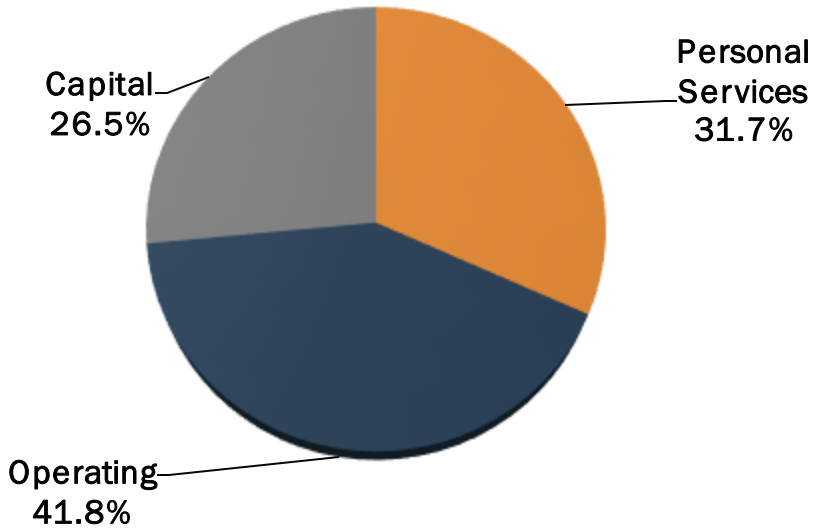
Water/Sewer Fund (421)
FY 2021
*Impact Fees Fund (422)
Debt Service



FY 2021 Final Budget vs. FY 2020 Amended Budget by Stormwater Fund Category

CATEGORY	FY 2021 FINAL	FY 2020 AMENDED	VARIANCE	% VARIANCE
Personal Services	$573,350	$544,229	$29,121	5.1%
Operating	$757,919	$925,181	($167,262)	(22.1%)
Capital	$480,000	$542,132	($62,132)	(12.9%)
Totals	$1,811,269	$2,011,542	($200,273)	(11.1%)

Stormwater
FY 2021



FY 2021 Final
General Fund Capital Budget

DEPARTMENTS	INFRASTRUCTURE	MACHINERY & EQUIPMENT	IT HARDWARE	TOTALS
City Manager	$0	$0	$0	$0
Finance	$0	$0	$0	$0
Police	$0	$352,824	$0	$352,824
Fire	$0	$45,000	$0	$45,000
Community Services	$0	$0	$0	$0
Public Works	$300,000	$270,500	$0	$570,500
TOTALS	**$300,000**	**$668,324**	**$0**	**$968,324**

- 7 Police Vehicles
- Extrication Equipment
- Active Shooter Response Equipment
- Annual Street Paving
- New Flatbed Truck
- Replacement Mowers
- Lift Moore 2700AR Crane
- Multiple HVAC Replacements
- Elevator Control Boards
- Access Control for Doors

FY 2021 Final
Water/Sewer Capital Budget (421)

DIVISIONS	INFRASTRUCTURE	MACHINERY & EQUIPMENT	IT HARDWARE	TOTALS
Utility Support Services	$0	$61,500	$0	$61,500
Administration	$0	$41,900	$0	$41,900
Dyal Plant	$160,000	$0	$0	$160,000
WFO/Water Collections	$0	$354,440	$0	$354,440
Engineering	$144,141	$0	$0	$144,141
Sellers Plant	$0	$77,341	$10,000	$87,341
WFO/Waste Water Collections	$0	$0	$130,000	$130,000
TOTALS	**$304,141**	**$535,181**	**$140,000**	**$979,322**

- Dyal Water Treatment Plant System PLC Upgrade
- Ozone System Improvements
- Viera Pump Station Chlorination Improvements
- Update Scada RTU Panels
- Replacement Vehicles

FY 2021 Final
Water/Sewer (R&R) Capital Budget (424)

DIVISIONS	INFRASTRUCTURE	MACHINERY & EQUIPMENT	IT HARDWARE	TOTALS
Dyal Plant	$1,600,000	$200,000	$250,000	$2,050,000
Engineering	$8,234,879	$0	$0	$8,234,879
Sellers Plant	$525,000	$0	$0	$525,000
WFO/Waste Water Collections	$675,000	$0	$0	$675,000
TOTALS	**$11,034,879**	**$200,000**	**$250,000**	**$11,484,879**

- Replacement of Beach Tanks – Wewahootee
- Clarifiers 1 and 2 Structural Repairs
- Raw Water Well Rehab
- Surface Water Filter Canopy
- Groundwater Filters 1-4 Rehab
- E&IC Reliability Improvements
- Pipe Infrastructure Improvements
- Program Management
- Fiske Blvd Pipe Improvements
- Harrison Street Utility Improvements
- Install New Well #17
- Gravity Sewer Install Zone J and K
- 36" Water Main Relocation – Sykes Creek
- BNR Efficiency Improvements
- CIPP Rehabilitation Phase 3-6
- Manhole Assessment/Rehabilitation

FY 2021 Final
Stormwater Capital Budget

FUNDS	INFRASTRUCTURE	MACHINERY & EQUIPMENT	TOTALS
Stormwater	$290,000	$190,000	$480,000
TOTALS	**$290,000**	**$190,000**	**$480,000**

- Annual Cured in Place Pipe Lining
- US1 & Forrest Ave Stormwater Phase 1 & 2
- Floating Wetlands
- Aurora Street Ditch Piping and Road Improvements
- Diamond Square Drainage Improvements
- VAC-Con New Cab & Chassis
- Contingency has an additional $266,724, which will be assigned to Capital Projects

FY 2021 Departmental Requests For Significant Capital Items Deferred to FY 2022

- 7 Unmarked Police Patrol Cars ($175,000)
- Police Scanning and Mapping- Crime Scene Device ($60,000)
- Traffic Response Trailer ($17,000)
- Traffic Advisory Sign ($17,000)
- Pierce Enforcer Pumper Truck ($640,000)
- Fire Inspector Vehicle ($24,251)
- Fleet Faster Upgrade ($120,000)

Total Large Capital Moved to FY 2022: **($1.05 Million)**

(Maintaining the Same Level of Service)

Employee Classification / Pay Grade

- Included within the FY2021 Budget is a 3% increase to the minimum, midpoint and maximum paygrades for General Employees, or as outlined within each Union Contract, or by way of Memorandum of Understanding.
- Classification / Pay Grade Schedule provided with Proposed FY 2021 Budget Books.

City Council Questions/Comments

Public Announcement

- Public Comment on 2nd Public Hearing for FY2021 Final Budget and CIP

Requested Action:

- Approve Resolution No. 2020-207 adopting the Fiscal Year 2021 Final Budget and CIP for the City of Cocoa, for the Fiscal Year commencing on October 1, 2020 and ending on September 30, 2021.

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-585

File ID:	20-585	**Type:**	Contract	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	09/01/2020
Subject:				**Final Action:**	

Title: To Approve Task Order 2021-13 with Jacobs Engineering Group (Jacobs) to Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue (OR) funded Cocoa Utilities Capital Improvement Plan (CIP) Program Projects Related to Water Supply and Water Treatment in the amount of $374,708

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	TO-JACOBS 2021-13 $374708 - UT-DY.pdf, PROPOSAL.pdf, AGREEMENT.pdf, TRACK SHEET.pdf, Jacobs COI - Exp 7-1-21.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	sweston@cocoafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Task Order Request Form

Coninuing Engineering Services for the Water System
Name of CSA (Contining Service Agreement)

DATE 09/01/20 — Task Order No. 2021-13

VENDOR Jacobs Engineering Group — **QUOTE/PROPOSAL NO.** ☐ Quote Attached

BID NAME & NUMBER RFQ-20-03-COC — **AMOUNT** $ 374,708.00

DEPT/DIVISION *4020 Utilities/Dyal* — **PROJECT NAME & NUMBER** Proj. Mgmt. & SCADA

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Scope of Services; Justication for Admendment

Jacobs to provide program management services, including program management/administration, design management and construction project support services for Operating Revenue (OR) funded Cocoa Utilities Capital Improvement Plan (CIP) program projects related to water supply and water treatment.

Design is Construction Related: ☐ Yes ☐ No ☑ N/A — Good Faith Estimate of Construction Value: _____

Documentation for Good Faith Estimate Attached and Valid ☐ Yes ☐ No ☑ N/A

Reference if applicable: Florida Statues 287.055, Consultants Competitive Negotiation Act (CCNA)

REQUESTOR Heath Hancher — Digitally signed by Heath Hancher Date: 2020.09.03 16:03:32 -04'00'

TITLE Administrative Assistant

DEPARTMENT DIRECTOR Heath Hancher — Digitally signed by Heath Hancher Date: 2020.09.03 16:03:32 -04'00'

DATE _____

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

Task Order: ☑ Approved — **Refer to this Task # on all documentation:** 2021-13

☐ Disapproved — Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 09/03/20 — Heath Hancher — Digitally signed by Heath Hancher Date: 2020.09.03 16:03:32 -04'00'
Purchasing/Contracts Division Manager

Date: 09/03/20 — Matthew Fuhrer — Digitally signed by Matthew Fuhrer Date: 2020.09.03 17:31:59 -04'00'
City Manager

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

City of Cocoa
Task Order 2021-13
FY 2021 Engineering Services for the Water System Program Management Services - Water Supply and Water Treatment Support

Objective

The purpose of this task order is to provide program management services, including program management/administration, design management and construction project support services for Operating Revenue (OR) funded Cocoa Utilities Capital Improvement Plan (CIP) program projects related to water supply and water treatment. This task order is intended to include the estimated level of effort to provide the above described services on a time and materials basis compensation method for the period from October 1, 2020 through September 30, 2021. Services proposed by JACOBS Engineering Group (JACOBS) in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020.

Scope of Services

Task 1 – Project Management, Engineering and Operations Support

JACOBS will provide project management, engineering and operations support to Dyal Treatment Plant staff for both capital and renewal and replacement (R&R) projects related to the water supply and water treatment systems. JACOBS will prepare for and attend an initial FY2021 work planning meeting with plant management staff and then develop a work plan based on the outcome of the meeting. JACOBS will provide support services for tasks outlined in the work plan. JACOBS will also provide support to aid in resolving operations and water quality issues at the plant and distribution system as well as implementation of any efficiency approaches including those identified in the 2018 Capital Plan. JACOBS will coordinate and perform the Task 1 support work as determined and authorized by the City of Cocoa within the compensation limits of this task order. JACOBS will keep the City appraised of any concerns on budget once the work plan is complete.

Task 2 – SCADA, Process Control Systems and Instrumentation Support

JACOBS will provide project management, engineering and operations support of the Dyal Treatment Plant Supervisory Control and Data Acquisition (SCADA) system, process control systems, and instrumentation. The SCADA system is the main control system for the water treatment plant, wellfield, and distribution pump stations. JACOBS will prepare for

and attend an initial FY2021 work planning meeting with plant management staff and then develop a work plan based on the outcome of the meeting. JACOBS will provide support services for tasks outlined in the work plan. JACOBS will coordinate and perform the Task 2 support work as determined and authorized by the City of Cocoa within the compensation limits of this task order. JACOBS will keep City appraised of any concerns on budget once the work plan is complete.

Assumptions

- The presence or duties of JACOBS' personnel at a construction site, whether as onsite representatives or otherwise, do not make JACOBS or JACOBS' personnel in any way responsible for those duties that belong to City and/or the construction contractor or other entities, and do not relieve the construction contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
- JACOBS and JACOBS' personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except JACOBS' own personnel.
- The presence of JACOBS' personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). JACOBS neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.
- JACOBS will reasonably rely upon the accuracy, and completeness of the information/data provided by the City or other third parties.
- Deliverables will be provided in electronic format with no hard copies. Hard copy deliverables can be provided at additional cost.
- Work under Task 2 may be performed via a remote connection or partially performed in a JACOBS office with final installation onsite as determined by the city.
- All deliverables will be submitted as draft for City of Cocoa review and comments. City of Cocoa will provide written review comments for draft deliverables within two

calendar weeks, or deliverable will be considered acceptable as submitted. Comments received will be addressed and a final document issued.

- JACOBS consultation, review, configuration, or study (as applicable) of Client's software, hardware, products or systems (collectively "Client's System") in no way makes JACOBS responsible for the performance, operation or security of Client's System. JACOBS makes no warranty, whether expressed or implied, as to the viability or performance of Client's System. Additionally, JACOBS cannot and does not provide any representation, warranty or guarantee that its services will ensure the Client's System will not be vulnerable, susceptible or open to outside infiltration, exploitation, hacking or breach from third parties, outside entities or sources. Client is solely responsible for the security of Client's System and JACOBS' services do not in any way relieve the Client of any responsibility for the protection, firewalling and/or overall security of the Client's System. JACOBS shall have no responsibility or liability for the security of Client's System and Client shall indemnify and hold JACOBS harmless for any claims, liability, actions, damages, expenses, and/or costs of any kind associated with any actual or alleged infiltration, data loss, data corruption, exploitation, hacking or breach of Client's System at any time regardless of the source or cause thereof.

Schedule

This Task Order covers the period from date of October 1, 2020 through September 30, 2021.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Hours	Fee
TASK 1 - Project Management, Engineering and Operations Support	800	$122,088
TASK 2 - SCADA, Process Control Systems and Instrumentation Support	1,220	$235,620
EXPENSES & SUBCONSULTANTS	N/A	$17,000
Grand Total	2,020	$374,708

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between JACOBS and the City.

Attachments

Attachment A –Per Diem Rates Schedule

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa	Accepted for JACOBS Engineering Group
By _____	By _____
	Francois Didier Menard
Title _____	Title Vice President
Date _____	Date September 03, 2020

City of Cocoa FY2021 Engineering Services for the Water System
Water Supply and Water Treatment Support
Task Order 2021-13 Labor Hour Breakdown - 08/14/2020

		Per Diem Schedule Description								
		Principal/Senior Reviewer/Consultant/Senior Project Manager	Senior Professional Engineer/Scientist/Consultant	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	Professional Engineer/Scientist/Consultant/Project Manager	Junior Professional Engineer/Scientist/Consultant	Project Engineer/Scientist/Consultant	Office/Project Administration	Labor Hours	Labor Fee
TASK #	**TASK NAME**	$235.00	$218.00	$199.00	$169.00	$142.00	$120.00	$85.00		
1	**PROJ MGT, ENG, AND OPERATIONS SUPPORT**									
		20	40	60	40	624		16	800	$122,088
								Task Subtotals	**800**	**$122,088**
2	**SCADA, PROCESS CONTROL SYSTEMS AND INSTRUMENTATION SUPPORT**									
		148	328	120	624				1,220	$235,620
								Task Subtotals	**1,220**	**$235,620**
								Labor Total	**2,020**	**$357,708**
								Expenses		**$17,000**
								Subcontracts		**$0**
								Task Order Total		**$374,708**

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

AGREEMENT FOR CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

THIS AGREEMENT is made and entered this 5th day of February 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation authorized to do business in the State of Florida ("Engineer"), whose principal address is 1999 Bryan Street, Dallas, TX 75201.

WITNESSETH:

WHEREAS, the City has a need to obtain engineering, design and permitting services from time to time for projects related to the City's water system on an as-needed, task - oriented basis; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Engineers' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, the Engineer participated in the selection and negotiation process; and

WHEREAS, the Engineer is willing to provide such engineering, design and permitting services to the City under the terms and conditions stated herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional two (2) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering, design and permitting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Engineer" shall mean Jacobs Engineering Group Inc. and its principals, employees and resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in section 119.011(12), Florida Statutes, as may be amended.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by the Engineer or Engineer's independent professional associates and Engineers which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, as may be amended or any other actual and direct expenses the City agrees to reimburse by Task Order.

f "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by the Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Engineer and the Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of the Engineer to perform engineering, design and permitting services on a "task" basis. The City will communicate with the Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate the scope of document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A,"** and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to

consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering, design and permitting services for any City water system project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to the Water System. The Services may include, but are not limited to, the following:

1. Engineering Design Services to include design submittals, specification development, permitting, and Engineer of Record services;
2. Bidding Support Services;
3. Construction Phase Services including; shop drawing and submittal review, responses to requests for information, and progress meeting attendance/management, periodic site visits, testing, Certification of Construction, Record Drawings, Resident Engineer (if required), Construction Management and Inspection, startup assistance/training, and the use of alternative project delivery methods;
4. Cost Estimating Services;
5. Design, support, and implementation for Supervisory Control and Data Acquisition (SCADA) and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Dyal Plant is currently using Wonderware for their SCADA platform;
6. Design and management support of repair and maintenance projects for the Dyal plant, supply, and distribution system;
7. Engineering assessments, including structural, process, hydraulic, pipeline condition, etc.;
8. Permitting assistance including consumptive use permitting, negotiations, and compliance;
9. Environmental impact assessments, including wetlands monitoring, and other environmental assistance;

10. Hydraulic, hydrogeologic, and water quality modeling, calibration and analysis including ground water hydrology, Aquifer Storage and Recovery (ASR) system assistance and well drilling assistance;

11. Planning evaluations and studies including long-term master planning and Capital Improvement Plan (CIP) development, validation, prioritization, scheduling, probable cost determinations and coordination with various planning agencies;

12. Water Quality Monitoring Program management assistance (Technical and regulatory support);

13. Studies related to water treatment and quality;

14. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of the water system;

15. Asset management and condition assessment assistance including operation and maintenance studies;

16. Information management services including Geographical Information System (GIS), Global Positioning System (GPS), instrumentation, custom programming/software, and other technologies;

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

20. Engineering evaluation and design of alternative and conventional water supplies, wells, treatment facilities, transmission and distribution system modifications, expansions and other improvements including development of specifications and bench/pilot scale testing when necessary;

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

22. Program management services, including program management/administration, scheduling, cost control, document control, program website updating, design management, construction project support, and public involvement services in support of the Cocoa Utilities CIP program and repair and maintenance projects for the water system;

23. Services related to the development of the City's project financing and/or budget;

24. Assistance with preparation of information for rate and fee determinations and associated revenue projections;

25. Miscellaneous services including public relations assistance, design review, program management services, financial controls, and easement acquisition services.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in **Exhibit "A"** and fully incorporated herein by this reference.

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 The City may make changes in the Services at any time by giving written notice to the Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, the City and the Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and the Engineer shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by the City's and the Engineer's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 The Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. The Engineer shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed -upon schedule.

4.2 No extension for completion of services shall be granted to the Engineer without the City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill -timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by the Engineer's principals, employees and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 Additional Services Performed by Professional Associates and Engineers. For additional Services and Reimbursable Expenses of independent professional associates and Engineers employed by the Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed the Engineer by the independent professional associates and Engineers. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by the Engineer from all independent professional associates and Engineers which clearly evidences the amount billed by

the independent professional associates and Engineers for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness services rendered by the Engineer's principals, employees, resident project representatives (and assistants) and independent professional associates and Engineers on behalf of the City in any litigation, arbitration or other legal or interested administrative proceeding in which the City is a named an interested party, the City agrees to pay the Engineer or independent professional associate or Engineer, which is used as a witness, an amount equal to that agreed upon by the party for a particular Task Order.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act Section 218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or costs associated with delays caused in whole or in part by the Engineer.

5.6 Errors and Deficiencies. The Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in the Engineer's services provided under this Agreement.

5.7 Payment Offsets. To the extent that the Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by the Engineer. Before withholding any payments, the City will provide Engineer with at least five (5) business days' notice to afford Engineer an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and the Engineer shall remain liable to the City in accordance with applicable law for damages to the City caused by the Engineer's negligent, reckless, or intentionally wrongful performance of any Services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. The Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. The Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a

specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer or to any remedies the City may pursue with respect to such claims.

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

6.1 The City or its affiliates shall at all times have the right to review or observe the Services performed by the Engineer.

6.2 No inspection, review or observation shall relieve the Engineer of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 The City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. The Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager.

8.0 SAFETY

8.1 The Engineer shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees and resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, the City shall grant the Engineer reasonable

access to the City's premises, records and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, the Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, unless a higher deductible is pre- approved by the City Manager, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the amount of $1,000,000 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

d. Workers' Compensation. The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City

may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

10.4 Independent Associates and Engineers. All independent associates and Engineers employed by the Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 The Engineer shall comply with all requirements of federal, state and local laws, rules, regulations, standards and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 The Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. The Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Engineer shall provide the City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of Engineers (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on the Engineer's behalf with respect to the Services. In addition, the Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any

activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes and regulations applicable to the Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by the Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Section 2.2 herein, the Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in the Task Order, that it will investigate the essential requirements of the services required by the Task Order and that it will have sufficient personnel, equipment and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 The Engineer represents that all principals, employees and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 The Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, the Engineer shall indemnify, hold harmless and defend the City, its officers, directors, employees, agents assigns and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright or trademark resulting from the use of any goods, services or other item provided under this Agreement. Notwithstanding the foregoing, the Engineer may elect to provide non - infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer 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 Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. 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 Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'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, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, 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. Engineer 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, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer 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 City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer 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 Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement

of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2. Reuse of Documents. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

14.3. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

14.4. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, the Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 The Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of the City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

15.2 If upon receiving written approval from the City, any part of this Agreement is subcontracted by the Engineer, the Engineer shall be fully responsible to the City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If the City determines that any subcontractor is not performing in accordance with this Agreement, the City shall so notify the Engineer who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by the Engineer, prior to the commencement of any Work by the subcontractor, the Engineer shall require the subcontractor to provide the City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, the Engineer and any approved subcontractors shall be considered an independent contractor(s) and not an employee(s) of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. The Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefore; or

b. The Engineer is adjudicated bankrupt or makes any assignment for the benefit of creditors or the Engineer becomes insolvent, or is unable or unwilling to pay its debts; or

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

d. The Engineer has committed any act of fraud upon the City; or

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

f. The Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 Notwithstanding the aforementioned, in the event of a default by the Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City may, upon written notice to the Engineer, terminate this Agreement, without penalty, if: (a) the Engineer is in default pursuant to Section 17.0 Default; (b) the Engineer makes a general assignment for the benefit of its creditors; (c) the Engineer fails to comply with any condition or provision of this Agreement; or (d) the Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy the City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, the City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of termination, Cityshall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendices and Exhibits attached hereto, constitute the entire agreement between the City and the Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal–agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 The City and the Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer:

Jacobs Engineering Group Inc.
200 South Orange Avenue
Suite 900
Orlando, FL 32801
Attention: Mr. Didier Menard
Work: (407) 903-5252
Fax: (407) 903-5150

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 The Engineer hereby represents and warrants to the City the following:

a. The Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of the Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of the Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall indemnify and hold harmless the City, its officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnity provisions set forth in this Section shall survive termination of this Agreement.

34.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.3 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of the Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Engineer or the Engineer's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their

obligations, duties and responsibilities including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. The Engineer and the Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Engineer's own personnel.

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. The Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision or agency;

b. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

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

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than the Engineer's undersigned representative's execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Cane Shealy, City Clerk

ENGINEER:

Jacobs Engineering, Inc. **(Firm name)**

_____, Title
Francois D. Menard, P.E., Vice President

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

~ TRACK SHEET ~

Multi-use Continuing Services Agreement Contract - FINANCE DEPARTMENT

COMMODITY/SERVICE:	**CSA-ENGINEERING SERVICES FOR WATER SYSTEM**	**Term: 3 years with two (2), one (2) Year Renewal Options. NTE: Seven (7) Years Consecutive.**
VENDOR/CONTRACTOR:	**JACOBS ENGINEERING GROUP, INC. 200 South Orange Ave. Suite-900 Orlando, FL 32801 Attn: Mr. Didier Menard Phone: 407.903.5252**	**EXPIRES: 02/04/2023**
Department Name:	Utilities	
Department Requestor	Katie Ennis	*Balances Verified By: Diane Kozlak*
VENDOR NUMBER:	10612	*Date Verified: 08/25/2020*
COUNCIL APPROVED:	11/13/2019 Item IX.3	
Quote/Bid/Proposal No:	**RFQ-20-03-COC**	
Total # of Task Orders Issued for this Contract:	13	**RENEWALS LEFT - 2**

Per Section 2.5 of this agreement **No Task** in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this agreement.

Contract Date: 02/05/2020 - 02/04/2023, Approved by Council on Item 11/13/2019 IX.3 (Multi-Year)	FY2020
Contract Date: 02/05/2023 - 02/04/2025 , Approved by Council on (RENEWAL AVAILABLE)	FY2021
Contract Date: 02/05/2025 - 02/04/2027 , Approved by Council on (RENEWAL AVAILABLE)	FY2022
	FY2023
Approved Final Ranking on 11/13/2019 - IX.3 Authorize CM & Attorney to Negotiate pricing, Terms & Execute Agreement	FY2024
PO AMOUNT CURRENTLY ENCUMBERED:	**1,279,380.73**
PO AMOUNT CURRENTLY PAID:	**(73,368.04)**
TOTAL:	**1,206,012.69**

TASK NO:	TASK DETAILS	Project #	ENCUMB	PAID
		Project #	1,279,380.73	410,591.27
2020-01	UT-PO#76256-40438 date 03/16/2020 $339,431 Approved by Council on 02/26/2020 Item#VIII.5 FOR: Cocoa Program Management Services for FY2020 for Operating Revenue Funded CIP Projects (1,902 Hours)	WS1221	294,693.00	44,738.00
2020-02	UT-PO#76375-40592 date 04/07/2020 $93,677.00 Approved by Council on 02/26/2020 Item# VI.9 FOR: FY2020 Cross Connection Control Program Assistance $124,902.00 (903 Hours) CO # 1 UT-WFO date 06/17/2020 ($20,000.00) Reduction in time required for Task 1- Project Mgmt. Assistance & Task 2 - Contractor Coordination and Documentation, Task 3 - Data Mgmt. &and Quality Control, Task 4 - Strategic Planning & Implementation	WS13BC	49,485.50	24,191.50
2020-03	UT-PO#76255-40441 date 03/16/2020 $325,016 Approved by Council on 02/26/2020 Item#VIII.5 FOR: FY2020 Program Management Services for Cocoa Utilities Bond Funded CIP Projects (1,694 Hours)	WS19BO	311,644.00	13,372.00
2020-04	UT-PO#76254-40442 date 03/16/2020 $178,052 Approved by Council on 02/26/2020 Item#VIII.5 FOR: FY2020 City of Cocoa Plan Review, Permitting Assistance & Utility Support (1,340 Hours)	WS1221	110,603.50	67,448.50
2020-05	UT-PO#76376-40594 date 04/07/2020 $160,492.00 Approved by Council on 02/26/2020 Item#VI.8 FOR: FY2020 Water Field Operations (WFO) Division Support (1,067 Hours) CO # 1 UT-WFO date 06/17/2020 ($30,000.00) Reduction in time required for Task 1- Project Mgmt. & Task 2 - Quality Control Assistance	WS136BC	73,022.50	57,469.50
2020-06	UT-PO#76412-40440 date 04/13/2020 $168,332 Approved by Council on 02/26/2020 Item#VIII.4 FOR: FY2020 Water System Program Management Services - Dyal Plant Support (987 Hours)	N/A	79,491.00	88,841.00

TASK NO:	TASK DETAILS	Project #	ENCUMB	PAID
2020-07	UT-PO#76253-40443 date 03/16/2020 $188,914 Approved by Council on 02/26/2020 Item#VIII.1 FOR: America's Water Infrastructure (AWIA) Section 2013 Compliance Support (871 Hours)	N/A	108,090.18	80,823.82
2020-08	UT-PO#XXXXX-XXXXX date XX/XX/2020 $976,932 Approved by Council on XX/XX/2020 Item# FOR: Patrick Air Force Base & Cape Canaveral Air Force Station Water Utility Privatization			
2020-09	UT-PO#76439-40701 date 04/20/2020 $111,058.00 Approved by Council on 04/08/2020 Item#IX.4 FOR: Corrosion Control Study	WS19CF	98,399.00	12,659.00
2020-10	UT-PO#76569-40860 date 06/03/2020 $175,000.00 Approved by Council on 01/22/2020 Item#VIII.5 FOR: Assistance & Support for SCADA	N/A	153,952.05	21,047.95
2020-11	UT-PO#XXXX-XXXX date 0/0/2020 $143,094.00 Approved by Council on 0/0/2020 Item# FOR: Develop a Standard Operating Procedures (SOP) manual describing the operation of the Dyal WTP Facilities and Systems. Provided TO # to Shawny 07/02/20	N/A	0.00	0.00
2020-12	UT-PO#XXXX-XXXX date 0/0/2020 $58,321 Approved by Council on 0/0/2020 Item# FOR: Update of Fixed Assets and System Data Provided TO # to Norma 07/31/20	N/A	0.00	0.00
2021-13	UT-PO#XXXX-XXXX date 0/0/2020 $374,708.00 Approved by Council on 0/0/2020 Item# FOR: FY21 Engineering Services for the Water System Program Management Services - Water Supply and Provided TO # to Shawny 07/02/20	N/A	0.00	0.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 1000 Wilshire Blvd., Suite 2100 Los Angeles, CA 90017	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE AMER INS CO — 22667 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 59583373** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDO G71452694	07/01/20	07/01/21	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY			ISA H25307306	07/01/20	07/01/21	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCU C67460340 (OHIO Only)	07/01/20	07/01/21	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N / A		SCF C67460388 (WI)	07/01/20	07/01/21	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C67460303 (AOS)	07/01/20	07/01/21	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROFESSIONAL LIABILITY "CLAIMS MADE"			EON G21655065 011	07/01/20	07/01/21	PER CLAIM/PER AGG AGGREGATE DEFENSE INCLUDED	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT MGR: Pamela Holcomb. CONTRACT MGR: Jeff Voorhees. RE: Program management, engineering, design and permitting services. CONTRACT END DATE: 2/5/2023. SECTOR: Public. *$2,000,000 SIR FOR STATE OF: OHIO. City of Cocoa FL is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER	CANCELLATION
City of Cocoa FL 351 Schearer Blvd. Cocoa, FL 32922 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 15
Policy Symbol HDO	Policy Number G71452694	Policy Period 07/01/2020 TO 07/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured			Endorsement Number
Jacobs Engineering Group Inc.			3
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H25307306	07/01/2020 TO 07/01/2021	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS ENGINEERING GROUP INC. 1000 WILSHIRE BOULEVARD, SUITE 1000 LOS ANGELES CA 90017	Endorsement Number Policy Number Symbol: WLR Number: C67460303
Policy Period 07-01-2020 TO 07-01-2021	Effective Date of Endorsement 07-01-2020
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Jacobs Engineering Group Inc.			**29**
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
EON	**G21655065 011**	**07/01/2020 to 07/01/2021**	**07/01/2020**
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule**.

B. The **Schedule** must be initially provided to **Us** within 30 days after:

   i. The beginning of the **Policy Period**, if this endorsement is effective as of such date; or

   ii. This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.

C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.

D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You**.

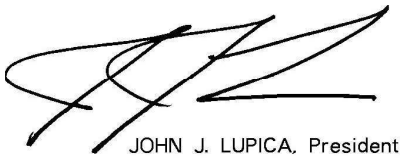
E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy**.

G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.



JOHN J. LUPICA, President

Authorized Representative

MS-36362 (04/19)

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/25/2020

NAME OF INSURED: Jacobs Engineering Group Inc.

SUPP (10/00)

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-613

File ID:	20-613	**Type:**	Contract	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	09/11/2020
Subject:				**Final Action:**	

Title: Approve a Piggyback Contract Agreement utilizing Palm Coast contract RFSQ-CD-20-31 with Connect Consulting, Inc. (CCI), High Springs, Florida for Professional Hydrogeological Services, Project No. WS1106 in an Amount Not to Exceed of $250,000 for FY 2021. Authorize the City Manager to Approve any Subsequent Annual Renewals under the above Palm Coast contract, not to exceed three one-year renewals with a Limited Renewal Amount of $250,000 for Each Fiscal Year Pending Palm Coast's Renewal of the Contract; Authorize the City Manager to Approve Task Orders Under this Contract.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Cocoa FY 2021 Proposal.pdf, Connect - MSA Professional Hydrogeological Services.doc.pdf, Labor Rate Schedule- EXHIBIT C-RFSQ-CD-20-31.pdf, OVERVIEW.PDF, RFSQ-CD-20-31 Project Manual with forms and sample contract (1).pdf, City-of-Palm-Coast,_Connect-Consult_Certificate-Mas_9-18-2019_1078739387....pdf, UT-DYAL-21-PGB-Connect-001-00.pdf, Warning Risky Web Link FW Request Permission to Piggyback (RFSQ-CD-20-31).msg, Connect Consulting COI exp. 9.28.21.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	sweston@cocoafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Central Florida Office
261 N. Lakeview Drive
Lake Helen, FL 32744
Office: 386-473-7766
Email: drobertson@cciwater.com

Water Resource Consultants

September 9, 2020

Sean McFarland
Dyal Water Treatment Manager
City of Cocoa Florida Dyal Water Treatment Plant
28400 S.R. 520
Christmas, FL 32709

Re: Fiscal Year 2021 Wellfield Evaluation and Rehabilitation Proposal

Dear Mr. McFarland,

Connect Consulting, Inc. (CCI) is pleased to submit our proposal to assist the City of Cocoa (City) with the hydrogeologic evaluation, rehabilitation/repair and upgrade of selected Public Water Supply (PWS) wells in the City's well field. This project is designed to restore the yield of existing wells and increase the reliability of the well field to meet the current and future water demand. These services are a continuation of services provided to the City by CCI beginning in 2011. Specific tasks in this proposal have been developed with input and discussions with City staff.

Discussion

The City of Cocoa supplies water to customers in their service area from both ground and surface water sources. The surface water source consists of the Taylor Creek reservoir. The ground water sources consist of the Intermediate and Upper Floridan aquifers (UFA). Ground water is developed from a series of 49 wells, the first of which were constructed in the 1950's and are still in service today. In summary, the wells operated by the City consist of four (4) different types of wells as follows:

1. Screened gravel-packed wells completed into the Intermediate aquifer
2. Moderate yield, open hole wells completed into the UFA
3. High yield, open hole wells completed into the UFA
4. Aquifer Storage and Recovery (ASR) wells

The city of Cocoa's wells are permitted under the City's Consumptive Use Permit (CUP) (No. 50245) issued by the St. Johns River Water Management District (SJRWMD) in November 2003. As with all wells and well fields, individual wells have a life cycle. Given the cost of new wells, including well site acquisition, CUP/water allocation issues, ground water impacts, well head/raw water piping costs, power and remote operation issues, periodic evaluation and

rehabilitation/repair or replacement of existing wells is cost effective in extending a well's life cycle.

Based on discussions with the City's water utility staff, the City wants to continue to conduct evaluations of and to rehabilitate, repair, or replace wells as needed, in order to maintain, restore, and enhance the reliable, firm well field capacity.

Previous Work Completed

A summary of previous work completed by fiscal year is shown below:

2012

- Evaluation and Rehabilitation of T-Wells 2T, 3T, 5T, 6T, 7T, 8T, 9T, 10T, 11T, 12T, 13T, 14T, 15T, and 16T

2013

- Evaluation and Rehabilitation of the seven (7) Martin wells 38 - 43
- Evaluation of wells 14, 15, and 22

2014

- Evaluation of wells 1T, 4T, 7A, 17, and 20
- Conducted rehabilitation on well 1T
- Rehabilitation and modification of well 7A
- Limited rehabilitation of wells 17 and 20
- Replacement of pumps in wells 17 and 20
- Evaluation and pump installation in well 24

2015

- Evaluation of well 18
- Pump repairs and/or replacement on wells 18, 20, 24, and 25
- Rehabilitation of wells 18 and 24
- Remove and re-install the submersible well pumps in 11 of the 14 T-wells currently in service to document the specific pump and motors in each of the wells

2016

- Evaluation of wells 12A and 16
- Pump and piping repairs to wells 2T, 3T, 12T, 12A, 39, and 41
- Conducted a valve replacement program on wells 20, 22, 23, 24, and 25
- Evaluation of ASR wells, R-2 and R-10
- Conducted wellhead and pump service work on ASR wells R-8 and R-9
- Conducted a complete round of water quality sampling and analysis on 46 of 49 wells as part of an overall evaluation of the well field water quality, primarily associated with increasing salinity and chloride levels in the UFA wells

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Central Florida Office · 261 N. Lakeview Drive · Lake Helen, Florida 32744
South Florida Office· 1907 Commerce Lane, Ste. 104 · Jupiter, Florida 33458

2017

- Evaluation of wells 19 and 21
- Conducted pump repairs and/or replacement on wells 6T, 19, and 21
- Conducted well rehabilitation on well 19
- Furnished pressure transducers for 15 wells
- Continuation of the valve replacement/wellhead upgrade program started in 2016, including work on wells 6T, 14, 17, 19, 22, and 25

2018

- Evaluation of wells 1, 3, 7T, 21, and ASR well R-1
- Conducted pump repairs and/or replacement on wells 1, 3, 7T, 10T, 12T, 15T, and 21
- Conducted well modification and rehabilitation on well 21
- Performed repairs to USGS monitoring well Cocoa B

2019

- Evaluation of wells 4A1, 23, and 25
- Conducted pump repair/replacement on wells 4A1, 23, 25, and 40
- Completed a well modification and chemical rehabilitation of well 23

2020

- Evaluation of wells 10T, 11T, 13R
- Pump repair/replacement on wells 10T, 11T, 13R, 21, 24, and 40
- Pump motor replacement on wells 14, 16, and 25
- Well modification on well 13R and ASR R-10
- Well rehabilitation on wells 10T, 11T and 13R

Approach and Scope of Work

The scope of work included in this proposal is a continuation of the wellfield evaluation and rehabilitation work and includes conducting evaluations on wells; modification and/or rehabilitation of wells; pump repair/replacement; and other well-specific tasks identified by City staff during the FY as needed. The primary and typical services that we propose to conduct include the following:

Evaluation of Public Water Supply Wells

CCI has completed hydrogeologic evaluations on 41 out of 49 wells since 2011. CCI proposes to conduct updated evaluations on the screen and gravel pack wells known as the “T-wells” that are completed into the intermediate aquifer. In addition, evaluations will be conducted on any of the UFA wells on an as-needed basis to provide performance and water quality data that can be used to assess the need for potential well rehabilitation and/or modification. Access to some of these wells requires the removal of the metal roofing assembly. This will require a crane to remove the roof and also the well pump. In general, the evaluations will be conducted by setting a test pump and conducting static and pumped

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geophysical logs/TV survey. A specific capacity pumping test with field water quality sampling will be conducted at the same time.

The specific tasks include:

1. Remove and field inspect the pump, motor, and column.
2. Conduct an evaluation of each well, including:
    a. Conduct static geophysical logs, including: caliper, electric (long and short normal resistance and self-potential), gamma ray, fluid resistivity, fluid temperature, and fluid velocity.
    b. Conduct dynamic (pumped) geophysical logs, including: fluid resistivity, fluid temperature, and fluid velocity.
    c. Conduct static and dynamic borehole video surveys of each well.
    d. Conduct a specific capacity pumping test on each well.
3. Perform pump repairs and or replacement (as needed and based on level of repair/available budget).
4. Re-install, adjust, flow-test the pump, and disinfect the well.
5. Provide a summary memorandum of the results of the well evaluations and develop proposed recommendations for further work.

Well Pump Evaluation, Repair, and Replacement

CCI will provide as-needed pump and motor service work on wells. This may be in connection with the proposed well evaluations or as standalone tasks. The specific tasks associated with pump evaluation, repair, and/or replacement include:

1. Remove and field inspect the pump, motor, and column.
2. Perform pump repairs and or replacement (as needed and based on level of repair vs. replacement).
3. Re-install, adjust, flow-test the pump, and disinfect the well.
4. Provide a summary memorandum of the results of the well pump work and provide recommendations for further work.

Well Modification and/or Rehabilitation

Depending on the results of the well evaluations, modification, and/or rehabilitation of a select number of wells have been included in this proposal. The specific wells to be modified and/or rehabilitated include wells evaluated in previous years and/or the wells proposed for evaluation in FY 2020. Well modifications may include, back plugging of wells to address water quality concerns or installation of liner casings to repair or establish proper grout seal on the production casings. Well rehabilitation may include cleaning and redevelopment of well screens, chemical treatment, and other well stimulation techniques.

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Removal of Well Pumps and Debris

This task includes providing labor, equipment, and materials that may be required to remove a variety of debris inside the wells. Over the last several years, CCI has found debris in many of the wells that we have worked on since 2011. Debris may include old pumps, old pump components, column pipe, cone strainers, wire, and other miscellaneous debris.

Instrumentation Installation

This task includes furnishing labor and materials to install various well-related monitoring instrumentation, including, but not limited to level (pressure) sensors, pressure transmitters, water quality sensors, and flowmeters. Services will be provided on an as needed basis and based on direction from City staff.

Discharge Piping and Wellhead Upgrades

This task includes furnishing labor and materials to replace and/or modify the discharge piping, bypass piping, check valves, pressure sustaining valves, isolation valves, and air relief valves. Services will provided on an as needed basis and based on direction from City staff.

USGS Monitoring Well C Initial Abandonment

The United States Geologic Survey (USGS) installed a multi-zone monitoring well due north of well 14 along Wewahootee Road. This well, known as Cocoa C, was originally constructed in 1965 and designed to monitor five (5) different intervals within the UFA in this part of Brevard County and within the City's wellfield. The five zones extended from 250 feet to 1,360 feet below land surface. The construction details of this monitoring well "cluster" has created a pathway for ground water with elevated salinity (chloride) in the deep portions of the UFA to migrate upward and into the production zone of the UFA utilized by the City's wells. Based on discussions with the staff of the USGS and SJRWMD, this well can be abandoned. The abandonment of this well cluster is critical to maintaining the long term water quality of the City's wellfield.

To that end, CCI is proposing to conduct initial well abandonment activities to obtain a sufficient amount of information to develop an approach and cost estimate to fully and properly abandon the well cluster. Tasks will include installing a temporary culvert along Wewahootee Road, limited land clearing to provide access to the well with a drilling rig, construction of a suitable drilling pad, and initial efforts to remove the 1-1/4" diameter galvanized pipe of the five zones. The results of the initial abandonment efforts will be presented to the SJRWMD with the goal of obtaining cost share funding to complete the well abandonment efforts.

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Team

CCI will team with qualified and experienced water well contractors and other specialty service providers such as TV survey and geophysical logging contractors, pump evaluation and repair vendors, and chemical suppliers as needed for each task/well as shown in **Table 1**. We have worked with each of these partners in the past and propose the following team:

Table 1 - Teaming Partners

Service Provider	***Service***
Ullrich's Pitcher Pump	Well Rehabilitation/Repairs
Freeman Well Drillers	Well Rehabilitation/Repairs
Florida Design Drilling	Well Rehabilitation/Repairs
Advanced Borehole Services	TV Survey/Geophysical Logging
RM Baker	TV Survey/Geophysical Logging
Flowserve	Pump Services
Goulds	Pump Services
Preferred Pump	Pump Services
Hi-Flow Pump and Machine	Pump Services
Hawkins Group	Chemicals/Additives

Cost

In general, the approaches outlined above apply to each well. However, the general protocol may be modified based on the results of the initial evaluations and/or other data. The geophysical logs/TV survey will provide well-specific information which may result in the modification of the approach as needed. We have proposed to conduct this work on a well-specific basis to identify what work is needed (based on the geophysical logs/TV survey) at each well before finalizing a well-specific plan. It is our understanding that the City plans to continue utilizing (piggy-back) our current Hydrogeologic Services Contract that we hold with the City of Palm Coast, Florida. This contract, a copy of which has been provided to City staff, is a Task Order-type contract. Our labor rates for professional services contained in the Palm Coast contract are shown in a labor rate table at the end of this proposal.

In addition, CCI and our teaming partners will provide the necessary manpower, equipment, and materials needed to carry out the work efforts proposed for each well. Project-specific billing rates for these services are detailed in the rate tables included with this proposal. In summary, our best estimate at this time, for overall costs the City can expect for this scope of work are listed in **Table 2**.

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Table 2 - Projected Cost Summary for FY 2021 Work

Task	*Description*	*Projected Cost/Well*	*Projected Subtotal Cost*
1	Well Evaluations (12B, T-wells & UFA wells as needed)	$TBD	$60,000
2	Well Modification/Rehab (R-10, T-wells, other wells TBD)	$TBD	$50,000
3	Pump Repairs/Replacement (as needed)	$TBD	$50,000
4	Debris Removal (as needed)	$TBD	$ 5,000
5	ASR/PWS Well Instrumentation Installation	$TBD	$30,000
6	Wellhead Valve & Piping Work (12B, other wells as needed)	$TBD	$20,000
7	Monitoring Well C Initial Abandonment	$35,000	$35,000
		Total	**$250,000**

For budgeting purposes, we have developed engineering estimates for various well rehabilitation tasks that may be used for the wells proposed for evaluation this FY based on the findings from the well evaluations. **Table 3** outlines the estimated costs for these well rehabilitation costs. Actual costs to perform the various services will be developed once a specific approach has been determined for each well.

Table 3 – Engineering Estimates for Potential Well Rehabilitation Services

Category	*Description*	*Estimated Cost/Well*
1	Well liner installation	$35,000
2	Well acidization	$30,000
3	Back Plugging (Mobilization & Cementing up to 80 LF)	$10,000

We appreciate the opportunity to provide these services to the City of Cocoa.

Please contact me if you have any questions.

Sincerely

Connect Consulting, Inc.

David S. Robertson

David S. Robertson, P.G.
Principal Hydrogeologist

Cc: Troy Howell
Timothy Dyar
Thomas Freeman
Gary Eichler
Jim Andersen

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City of Cocoa Billing Rate Tables

Professional Labor Rates

Category	*Rate ($/hr.)*
Principal Hydrogeologist / Geologist / Engineer	165
Professional Geologist / Engineer	150
Senior Hydrogeologist / Geologist / Engineer	130
Senior Field Geologist / Engineer	120
CADD Operator / Graphics Specialist	120
Field Geologist / Engineer	105
Field Technician / Well Inspector	95
Office / Administrative Support	75

Service Provider Rates

Category	*Rate($)*	*Unit*
Licensed Well Driller	135	Hr.
Drillers Helper	56	Hr.
Geophysical Logging Services	3,500	Event
Borehole Video Survey Services	1,800	Event

Equipment Rates

Equipment	*Rate ($/day)*
Drill Rig (1500)	1700
Boom Truck	1200
Pump Hoist	1100
Welding Machine Air Compressor	1000 1000
Jetting Rig	1500
Acid Surge Tank(s)	220
Light Tree	600
Support Trucks	600
Test Pump(50-200GPM)	350
Test Pump(200-500GPM)	875
Test Pump(>500GPM)	1250

Material Rates

Materials	*Rate ($/item)*
HCL w/ metal inhibitor HCL w/o metal inhibitor Sodium Hypochlorite Calcium Hypochlorite (HTH)	255/55 gal. drum 250/55-gal. drum 10.00/gal. 10.00/lb.
Other Materials not Listed	Cost +10%

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MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this 21st day of February, 2020 ("Effective Date"), between CONNECT CONSULTING, INC., whose primary place of business is 261 N. Lakeview Drive, Lake Helen, Florida 32744 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **PROFESSIONAL HYDROGEOLOGICAL SERVICES** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-CD-20-31(RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided . Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.

G. CITY Premises. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of two (2) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

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iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. Termination By SUPPLIER. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. Cooperation. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. Survivability. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

A. **Indemnification**. SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.

B. **Sovereign Immunity**. CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

C. **Insurance**. SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.

B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.

C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

10. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, Fl., if in federal court.

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

D. Conflict of Interest.

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties

relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. **EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

16. **INDEPENDENT CONTRACTOR**. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

17. **INTERPRETATION**. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

18. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last 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 Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	**FOR SUPPLIER:**
The City Manager	David S. Robertson, P.G.
City of Palm Coast	Connect Consulting, Inc.,
160 Lake Avenue	261 N. Lakeview Drive
Palm Coast, Florida 32164	Lake Helen, Florida 32744

19. **ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

20. **PUBLIC RECORDS LAW.**

A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

21. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

22. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

23. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

DocuSigned by:
By: Matthew Morton
28DF7AEB7692454...

Print: Matthew Morton

Title: City Manager

Date: Feb 21, 2020 | 7:17 AM EST

CONNECT CONSULTING, INC.,

DocuSigned by:
By: David S. Robertson
4753D2AFFB2F14C2...
(Authorized Corporate Officer)

Print Name: David S. Robertson

Title: President

Date: Feb 18, 2020 | 11:23 AM EST

Exhibits
A - Work Order Template Form
B - Insurance Requirements

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Exhibit A - Work Order Template Form

Work Order # _____ **PO#** _____ **Project Mgr.** _____
name

SUPPLIER NAME: _____

Contract Project Title _____ **Work Order Project Title** _____

Contract Bid # _____ **Work Order Bid #** _____

Contract Resolution # _____ **Work Order Resolution #** _____

TOTAL COST: $_____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION (chose one):** _____ **FIXED FEE/LUMP SUM** _____**UNIT BASED/ NOT TO EXCEED***
3. **PRICING (chose one):** ____ **ATTACHED** _____ **INCLUDED IN CONTRACT**
4. **SCHEDULE (chose one):**_____ **AS NEEDED BASIS** ____ **SHALL BE COMPLETED BY -** ____/____/20____
5. **DESCRIPTION OF SERVICES (chose one):** _____ **ATTACHED** _____ **INCLUDED IN CONTRACT**
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____**No** _____ **Yes If yes, identify:**_____
7. **MISCELLANOUS:**_____
8. **TIME IS OF THE ESSENCE**: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT**. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

SUPPLIER APPROVAL	CITY APPROVAL
By: _____	By: _____
Print: _____	Print Name: _____
Title: _____	Title: Assistant City Manager or Designee
Date: _____	Date: _____

BPO Use Only:

Req #_____ Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

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EXHIBIT B
Insurance Requirements

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. SUPPLIER shall obtain or possess and continously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

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requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

CCI Connect Consulting, Inc.
Water Resource Consultants

EXHIBIT C
PROFESSIONAL SERVICES LABOR RATE SCHEDULE

CITY OF PALM COAST
PROFESSIONAL HYDRGEOLOGICAL SERVICES
MASTER SERVICES AGREEMENT
BID/REFERENCE #: RFSQ-CD-20-31

Connect Consulting, Inc.
261 N. Lakeview Drive
Lake Helen, Florida 32744-2711
386-473-7766

2020 Billing Rates

Category	Rate ($/hr.)
Principal Hydrogeologist / Geologist / Engineer	165
Professional Geologist / Engineer	150
Senior Hydrogeologist / Geologist / Engineer	130
Senior Field Geologist / Engineer	120
CADD Operator / Graphics Specialist	120
Field Geologist / Engineer	105
Field Technician / Well Inspector	95
Office / Administrative Support	75

Note: 3% escalation factor per year on labor rates

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CONTRACT EXECUTIVE OVERVIEW
(Non-Construction)

Vendor Name CONNECT CONSULTING, INC.,

Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES

Bid/Reference # RFSQ-CD-20-31

Contract Type: Master Services Agreement - Professional Services

Contract Value $ n/a

Resolution # 2020- 28 **City Council Approval Date:** 2/18/2020

Standard Contract Template (Y/N): y

If No, then Reviewed by City Attorney: n/a

Length of Contract: 2 years

Renewable (Y/N): yes

If Yes, # and length of renewals: 3 at one year each

City's Project Manager Mary Kronenberg

Brief Description/Purpose:

Agreement for professional hydrogeological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydrogeological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps.

Approvals:

Responsible Dept. Director DocuSigned by: Carl Cote D9149C6987AB49F... **Date:** Feb 20, 2020 | 7:31 AM PST

City Finance DocuSigned by: Helena Alves 4F2A5892B07B492... **Date:** Feb 20, 2020 | 12:49 PM EST

City Attorney DocuSigned by: William E. Reischmann, Jr. 4C1B97CCC19C46D... **Date:** Feb 20, 2020 | 10:01 AM EST

City Manager DocuSigned by: Matthew Morton 28DF7AEB7692454... **Date:** Feb 21, 2020 | 7:17 AM EST

Vendor Name and Email Address: David S. Robertson drobertson@cciwater.com

RFSQ-CD-20-31

PROPOSAL MANUAL

Request for Statement of Qualifications (RFSQ) for ***Professional Hydrogeological Services***

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Overview

CITY OF PALM COAST REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)	
TITLE PROFESSIONAL HYDROGEOLOGICAL SERVICES	REFERENCE **RFSQ-CD-20-31**
ISSUED January 8, 2020	DUE January 30, 2020 at 2 p.m.
PURCHASING COORDINATOR JESSE SCOTT (386) 986-2337 **JKScott@palmcoastgov.com**	PROJECT MANAGER MARY KRONENBERG (386) 986-2306 **mkronenberg@palmcoastgov.com**
BRIEF DESCRIPTION This Request for Statement of Qualifications is issued for the purpose of acquiring a professional hydrogeologist for the City of Palm Coast. The engineering firm will provide hydrogeological and construction oversight services and turn-key design/construction services for the City of Palm Coast.	
OTHER KEY DATES AND MEETINGS Non-Mandatory Pre-Proposal Meeting:**Click or tap to enter a date.** Question Deadline: **January 23, 2020** at 2 p.m. Proposal Deadline: **January 30, 2020** at 2 p.m. *The above outlines the deadlines applicable to this RFSQ. City reserves the right to modify or change the scheduled deadlines at its sole discretion and will provide notice to the Proposers of any such change(s).*	
DOCUMENT AVAILABILITY, SUBMISSION, OTHER INFORMATION Proposal documents are available through the City's Procurement Portal at (https://palmcoastgov.bonfirehub.com/portal). Proposal submittals shall be received electronically through the City's Procurement Portal by the specified time and date. No other method of submission will be allowed or considered (i.e. Mailed, emailed, or hand delivered).	

About Palm Coast

The City of Palm Coast, located in Flagler County on the northeast coast of Florida, is situated halfway between St. Augustine and Daytona Beach and about 70 miles from both the Jacksonville and Orlando metropolitan area. Palm Coast's Interstate 95 Exit 284 (at State Road 100) is the closest I-95 exit to the beach from Maine to Miami. Palm Coast covers approximately 60 square miles and is situated on 70 miles of saltwater and freshwater canals and the Intracoastal Waterway, providing residents with abundant fishing and boating opportunities.

The City of Palm Coast is one of Florida's newest cities; incorporated in 1999. Palm Coast is a full-service City government servicing approximately 85,000 residents and 36,000 households. It offers a comprehensive list of services including Utility, Public Works, Administrative Services and Economic Development, Finance, Information Technology, Parks & Recreation, Fire and Human Resources. Law Enforcement Services are provided by the Flagler County Sheriff's Office. Facilities owned and operated by the City of Palm Coast include City Hall, the Utility Office, three water treatment plants, two wastewater treatment plants, the Public Works yard, the Palm Coast Community Center, and five fire stations.

City Hall and the Utility Office are the two main facilities where citizens do business with the City. These facilities are open 8 a.m. to 5 p.m. weekdays. The Community Center is normally open daily from 8 a.m. to approximately 9 p.m., depending on the evening's programming. Palm Coast also provides its residents with a dozen City parks, a tennis center, a golf course, a swimming pool, and more than 125 miles of connecting multiuse pathways for walking, running and bicycling. Parks and other recreational amenities are open seven days a week, usually from morning to night.

General Requirements

INTRODUCTION - PROJECT OVERVIEW AND OBJECTIVES

The City requires professional hydrogeological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydrogeological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps.

SCOPE OF SERVICES

Professional services may include, but shall not be limited to, the following areas:

1. Water Supply
    a. Water Source Development
    b. Supply and monitoring well design and construction
    c. Supply well, aquifer performance tests
    d. Water Quality analysis and evaluation
    e. Potable and non-potable aquifer storage and recovery (ASR)
    f. Supply well repairs and rehabilitation (for confined surficial, gravel pack screen wells and open hole, upper Floridian wells)

2. General Utility
    a. Emergency well field power
    b. Ordinance review and development
    c. Grants and other financial opportunities related to water supply

3. Permitting- (All permits required to drill and construct a well)
    a. Consumptive Use Permit
    b. Florida Department of Environmental (FDEP) Construction Permits
    c. FDEP Operating Permits
    d. St John's River Water Management District (SJRWMD) Permitting
    e. Reuse Permitting
    f. ASR and/or Deep Injection Well (DIW) Permitting
    g. Operation and Maintenance Performance Reports
    h. County and local Permitting

4. Construction Administration
    a. Pre-construction conferences
    b. Shop drawing reviews
    c. Change Order Development
    d. Testing process
    e. Construction observation
    f. Certification process
    g. Signed and Sealed Record Drawings

Work will be awarded on a project by project basis consistent with the CCNA provisions that may include any or all of the previously stated services not specifically mentioned. Proposers may hire sub-consultants to be used for portions of the required services; however, the proposer shall be responsible for all the work performed. The contract amount for services on any single project or task order will not exceed the limit set forth by Statute, and will comply with CCNA Provisions relating to continuing contracts and will strictly follow the City Purchasing Policy. All agreements(s) shall be governed by and construed in accordance with the laws of the State of Florida.

RFSQ Process

PURCHASING PROCEDURES: The Budget and Procurement Office Procedures apply in its entirety with respect to this Request for Statement of Qualifications (RFSQ). These procedures can be found at: http://www.palmcoastgov.com/government/purchasing

INQUIRIES/INTERPRETATIONS: All Proposers shall carefully examine the Request for Statement of Qualifications (RFSQ) documents. Any ambiguities or inconsistencies shall be brought to the attention of the City Budget and Procurement Office staff prior to the due date, in writing, through the City's Procurement Portal Web Page (**https://palmcoastgov.bonfirehub.com/portal**); failure to do so will constitute an acceptance by the Proposer of any subsequent award decision. Any questions concerning the intent, meaning and interpretations of the RFSQ documents including the attached draft agreement, or suggestions for addenda to the RFSQ documents, shall be posed through the City's Procurement Portal Web Page **(https://palmcoastgov.bonfirehub.com/portal)** at least seven (7) calendar days prior to the proposal due date. Proposer should not rely on any oral statement or instructions made by any employee(s) of the City with regard to this proposal. Any oral statements or instructions given before the proposal due date will not be binding on the City.

ADDENDA: Should revisions to the RFSQ documents become necessary, the City shall post addenda information on the City's Procurement Portal Web Page (https://palmcoastgov.bonfirehub.com/portal). All Proposers should check the City's Procurement Portal Web Page at least three (3) calendar days before the proposal due date to verify information regarding addenda. Failure to do so could result in rejection of the proposal submittal as unresponsive. Proposer shall sign, date, and return all addenda with their proposal submittal. It is the sole responsibility of the Proposer to obtain information related to addenda and to insure that the proposal considers all changes to the RFSQ documents.

ANTI-LOBBYING/CITY CONTACT: Proposers are hereby notified that all communications regarding this RFSQ, whether in writing, electronic, verbal, or by some other means, and whether made indirectly by third parties or directly by the Proposer, must be submitted to the City's Procurement Portal Web Page. Except as expressly required by this RFSQ for formal presentations (if any), any indirect or direct communications and lobbying regarding this RFSQ made to members of the City Council, members of the selection committee, or any other City official, from the date of advertising until the time an award has been made, are strictly prohibited and may constitute grounds for immediate disqualification of the Proposer's proposal.

PREPARATION COSTS: The City shall not be liable for any expenses incurred in connection with preparation of a proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of this RFSQ.

LICENSES/PERMITS: Unless expressly stated in the RFSQ, all permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, City, etc. are the responsibility of the Proposer.

CONTRACT TERMS AND CONDITIONS: The length of the contract term will be two (2) years and allows for three (3) annual renewals**.** The draft contract template is attached to this RFSQ. Proposers should review the draft contract template prior to submitting a proposal. If Proposer wants to negotiate modifications or additional terms and conditions to the contract, then Proposer shall raise these requested modifications or additional terms and conditions by inquiry in writing through the City's Procurement Portal Web Page. Unless expressly accepted by the City and issued by addendum, only the terms and conditions in this RFSQ shall apply. No additional terms and conditions included with the proposal submittal shall be considered. Any and all such additional terms and

conditions are inapplicable to this RFSQ, whether submitted purposefully or inadvertently, or appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these RFSQ documents and subsequent addenda are the only conditions applicable to the Proposer's submittal, and the Proposer's signature on the Response Form attests to this statement. Exceptions to the terms and conditions will not be accepted.

SUBMISSIONS: Refer to the Instructions to Proposers for instructions on preparation of the proposal submittal. .

TIME TO RESPOND: Proposals shall be submitted electronically through the City's Procurement Portal Web Page (https://palmcoastgov.bonfirehub.com/portal) for receipt by the specified time and date. No other method of submission will be allowed or considered (i.e. mailed, emailed, or hand delivered). It is strongly recommended that Proposers begin the uploading process at least ONE (1) day before the Proposal Deadline set forth in the Overview for sufficient time to complete the process. **NO SUBMISSIONS THROUGH THE CITY'S PROCUREMENT PORTAL WEB PAGE WILL BE ALLOWED OR CONSIDERED AFTER THE SPECIFIED TIME AND DATE.** For general assistance, please contact Central Services Division staff at least one business day in advance of the proposal due date. For technical questions related to the submission portal, please contact Bonfire at Support@GoBonfire.com or visit their help forum at https://bonfirehub.zendesk.com/hc.

ADDITIONAL INFORMATION/FOLLOW-UP: No additional information may be submitted, or follow-up made, by any Proposer after the stated due date, outside of a formal presentation to the Evaluation Committee, unless requested by the City.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated if it is to the advantage of the City to do so. The City will notify Proposers of all changes in scheduled due dates by posting the notification in the form of addenda on the City's Procurement Portal Web Page (https://palmcoastgov.bonfirehub.com/portal).

PROPOSAL WITHDRAWAL: Proposers may withdraw their proposal submittals through the City's Procurement Portal prior to the time and date set for the proposal deadline. Proposal submittals, once opened, become the property of the City and will not be returned to the Proposers.

INCOMPLETE PROPOSAL/MISTAKES IN PROPOSAL: Failure to sign and return any or all issued addenda and/or failure to sign and return a completed FORM 4 Compliance Certification shall be absolute disqualification of the bid as nonresponsive. Other than the issued addenda, and FORM 4, the City reserves the right, at City's discretion, to reject the proposal, or to request all required forms/attachments that may have not been submitted, or that may be otherwise incomplete or noncompliant in the City's opinion. Upon request by the City, the Proposer shall have twenty-four (24) hours to supply this information to the City for the proposal to be considered valid. Proposers are expected to examine the terms and conditions, specifications, delivery schedule, and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk.

PUBLIC OPENING: The proposal submittals shall be opened publically and the names of the Proposers shall be read aloud at that time. Persons with disabilities needing assistance to participate in the public opening should contact the City Human Resource Office ADA Coordinator at 386-986-3718 at least forty-eight (48) hours in advance of the public opening.

ACCEPTANCE/REJECTION/GROUNDS FOR DISQUALIFICATION: The City reserves the right to accept or reject any or all proposal submittals, or any part of a submittal for any reason and without penalty prior to or after the rankings are made by the City, and to terminate any contract negotiations commenced with any Proposer. City will make the award to those Proposers, who in the opinion of the City will be in the best interest of or the most advantageous to the City. The City also reserves the right to reject the proposal submittal of any Proposer who

has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who, in the City's opinion, is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing. The City reserves the right to waive or enforce any irregularities, informalities, and technicalities and may at its discretion, request a re-procurement. This section shall be construed liberally to benefit the public and not the Proposer. Any of the following causes may also be considered as sufficient grounds for disqualification of a Proposer or the rejection of a proposal:

a) Submission of more than one proposal for the same work by any entity under the same or different names.
b) Evidence of collusion among Proposers.
c) Lack of responsibility as shown by past work in similar projects including, but not limited to, life safety performance, strict adherence to all maintenance of traffic requirements, if applicable, workmanship, progress and scheduling, and financial irresponsibility. The City may also consider past litigation and claim history of the Proposer as evidenced by prior frivolous claims made by Proposer in connection with other projects.
d) Delayed, incomplete or nonperformance to which the Proposer is committed by contract which may raise concern about the timely performance under this RFSQ.
e) Any Proposer that submits a proposal containing information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration. Falsification of any entry made on the proposal shall be deemed a material irregularity and will be grounds, at the City's option, for disqualification of the Proposer or rejection of the proposal.
f) Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of the proposal for the type of goods/services to be provided. Should Proposer not be fully licensed and certified, its proposal submittal shall be rejected.
g) Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.
h) Non-compliance with the submittal requirements of these Instructions to Proposers
i) Any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.

SELECTION AND AWARD: The award will be made to a responsive, responsible Proposer consistent with the process and award criteria set forth in the Evaluation of Qualifications and Award herein. The City reserves the right to accept any proposal or combination of proposal alternates which, in the City's judgment, will best serve the City's interest. Proposer understands that submission of its proposal constitutes Proposer's acceptance of the terms and conditions of this Request for Statement of Qualifications, including the contract template attached. However, Proposer also understands that its proposal does not constitute an agreement or a contract with the City. The City reserves the right to reject all proposals, to waive any formalities, to solicit and re-advertise for new proposals or to abandon the project in its entirety. The right is reserved to make a separate award of each item, group of items or all items, and to make an award, in whole or in part, whichever is deemed in the best interest of the City.

a) AWARD CRITERIA: Refer to Section entitled, "Evaluation of Qualifications and Award".

POSTING OF PROPOSAL AWARD: Notice of Intent to Award will be posted on the City's Procurement Portal Web Page **(https://palmcoastgov.bonfirehub.com/portal)** prior the City's final approval process.

PROTEST: Protests hereunder shall be in accordance with City Code of Ordinances 2017-8 Chapter 2, Article 1, Division 3, Section 2-29 Bid Protest Procedures and as follows.

Step 1. A Proposer protesting matters involving the selection of the contract award must submit its protest to the City's Financial Services Director within three (3) business days from the posting of the Notice of Intent to Award. Failure to protest to the Financial Services Director within the three (3) business day period shall constitute a waiver of protest proceedings. Any matters not stated will be waived.

Step 2. Any decision of the Financial Services Director may be appealed to the City Manager by filing a written appeal setting forth the basis for the appeal to the City Manager within three (3) business days of the Financial Services Director's decision along with a bid protest appeal bond.

Step 3. Any decision of the City Manager may be appealed to the City Council by filing a written appeal with the written basis for the appeal to the City Clerk within three (3) business days of the City Manager's decision.

PUBLIC RECORDS: Upon Notice of Intent to Award or thirty (30) days after opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal documents, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The City cannot guarantee the confidentiality of any document.

PROPOSALS TO REMAIN FIRM: All proposals shall remain firm for a minimum of one-hundred and twenty (120) days after the day of the opening to allow for the evaluation, selection process and proper execution of the contract. If need be, the Proposer and the City may mutually agree to extend that time up to an additional ninety (90) days.

MULTIPLE SUBMISSIONS: More than one proposal submittal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposal submittals in which such Proposer is believed to be involved. Any or all proposal submittals will be rejected if there is reason to believe that collusion exists between Proposers.

NON-APPROPRIATION OF FUNDS: In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this proposal, the City shall have the unqualified right to terminate the Purchase or Work Order(s) or contract upon written notice to the Proposer, without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any proposer(s).

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Budget and Procurement Office at once, indicating in his/her letter the specific regulation which requires an alteration. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PATENTS AND COPYRIGHTS: The Proposer shall indemnify and save harmless, the City, its employees and any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of, or for infringement of, patent rights, copyrights, or other intellectual property rights. Further, if such a claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return

the article on request to the Proposer and receive reimbursement. If the Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal submittal prices include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES: The City of Palm Coast hereby permits the successful Proposer to extend the terms and conditions of this solicitation and resultant contract to other governmental entities at the discretion of the successful Proposer. Each governmental agency desiring to accept the successful proposal submittal, and make an award thereof, shall do so independently of any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of the award by any other governmental agency.

ADVERTISING: In submitting a proposal, Proposer agrees not to use the results as a part of any commercial advertising, without the express written approval of a City employee with the appropriate level of authority.

CITY LOGO: Proposers are approved to use the City logo in your submission materials and/or presentations.

DEBARMENT: Following award, where the successful Proposer's services are subsequently terminated for cause, the City reserves the right to suspend/debar the successful Proposer from submitting proposals on City procurements/contracts for a period of up to 36 months and/or pursue any and all other remedies available to the City.

Instructions to Bidders

PROPOSAL SUBMITTAL

The Proposer must submit a proposal that substantially complies with this RFSQ in all material aspects. All proposals must contain direct responses to the requested information. The response should be organized so that specific sections and questions being responded to are readily identifiable and in the same sequence as outlined below. The proposal shall cover in as much detail as possible the requirements of the RFSQ, subject to modification and enhancements as a result of information gained during the consultant selection process. However, Proposers are advised that lengthy or overly verbose or redundant submissions are not necessary. Proposers are advised to carefully follow these Instructions in order to be considered fully responsive to this RFSQ. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of the proposal. Proposers shall submit all required forms through the process outlined in the Preparing and Uploading Submission section below. By submitting a response, the Proposer warrants that its proposal is correct.

The Proposal must be divided into six (6) sections with references to parts of this RFSQ done on a section number/paragraph number basis. The six (6) sections shall be named:

SECTION 1 - **PROPOSAL EXECUTIVE SUMMARY**: Discuss the highlights, key features and distinguishing points of the proposal. The executive summary should be in the form of a letter that, at minimum, includes: name of individual, partnership, company, or corporation submitting proposal; a brief history of the company; city's RFSQ number; statement that all terms and conditions of the RFSQ are understood and acknowledged by the undersigned; and signature(s) of representative(s) legally authorized to bind the Proposer. A separate sheet shall include a list of individuals who will be significant members of the project team, including contact information, i.e, phone numbers and email addresses. Limit this section to five (5) pages.

SECTION 2 - **TABLE OF CONTENTS**: There shall be a Table of Contents for material included in the proposal.

SECTION 3 - **PROJECT UNDERSTANDING AND PROPOSAL**: This section shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the Proposer's ability to meet the City's schedule for providing the work, service, outlining the approach that would be undertaken in providing the requested services. Limit this section to five (5) pages.

SECTION 4 - **EXPERIENCE WITH SIMILAR PROJECTS/TECHNICAL CAPABILITY:** Provide a listing of similar projects, maximum of three, by a team member who is specifically part of the team proposed in the response. Identify specific project details, including but not limited to, location, description of the funding entity, project budget, project description, length, and outcomes. Provide the contact information for the entities where work has been done for reference purposes. Limit this section to five (5) pages.

SECTION 5 - **PROJECT TEAM AND SCHEDULE:** Provide an organization chart showing a staffing plan, which clearly illustrates the key elements of the organizational structure of the entire project team with specific proposed functions for each individual listed. Identify the project team members, including major and minor sub-consultants, and provide their contact information and technical resumes. Project management and key personnel within each area of required services shall be identified and past experience of each, as it relates

to this project, shall be discussed. The City must approve any changes to the Project Management & Key Personnel. This section should include information only on the individuals who will perform work on this project. Provide detail that identifies anticipated major milestones and their associated phasing as well as the allocation of existing resources. The information provided under this section should be limited to a maximum of ten (10) pages.

SECTION 6 - **REQUIRED FORMS**: This section shall include the following forms which are available at the end of this Proposal Manual.

Form 1 – Conflict of Interest Statement
Form 2 – Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion
Form 3 – Certificate of Authorized Signatory
Form 4 – Compliance Certification

INSURANCE

Proposers shall have insurance coverage that complies with the Insurance Requirements set forth in the Contract Template attached to this RFSQ. Proof of insurance shall be furnished to the City prior to final execution of the contract.

PROPOSAL SECURITY

A security is ☐ required, or ☒ not required for this proposal. If a security is required, a certified check, cashier's check or bond shall accompany each proposal if the proposal amount is one-hundred thousand dollars ($100,000) or greater. The certified check, cashier's check or bond shall be for an amount not less than five percent (5%) of the price/cost and shall be made payable to the City as a guarantee that the proposer will not withdraw his/her proposal for a period of ninety (90) days after proposal closing time and, upon award, will execute a contract with the City.

CONFIDENTIAL MATERIALS

Any materials that Proposer claims qualify as "trade secrets" under the Public Records Act shall be segregated, clearly labeled "trade secrets", and accompanied by an executed Non-Disclosure Agreement for Confidential Materials.

WARRANTY AGAINST FRAUD AND COLLUSION

By submitting a proposal in response to this RFSQ, the Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this business and the resulting contract, and that the Proposer has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the resulting contract. For the breach or violation of this provision, the City shall have the right to disqualify the proposal and terminate the Agreement at its sole discretion, without liability, and to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

By submission of a proposal submittal, Proposer affirms that its proposal submittal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this RFSQ and the resulting contract.

PREPARING AND UPLOADING SUBMISSION

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
RFSQ Proposal	File Type: PDF (.pdf)	Multiple	Required
Required Forms 1-4	File Type: PDF (.pdf)	Multiple	Required

- *Please note the type and number of files allowed. The maximum upload file size is 1000 MB.*
- *Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.*

2. Upload your submission at: https://palmcoastgov.bonfirehub.com/opportunities/22311

You will not be able to prepare a submission unless you submit 'Yes' for your Intent to Bid by **Jan 29, 2020 5:00 PM EST.**

The Q&A period for this opportunity starts Jan 08, 2020 8:00 AM EST. The Q&A period for this opportunity ends Jan 23, 2020 2:00 PM EST. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jan 30, 2020 2:00 PM EST.** We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

- Each item of Requested Information will only be visible after the Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.
- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.

Need Help?

Palm Coast uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at https://bonfirehub.zendesk.com/hc

Evaluation of Qualifications and Award

SELECTION CRITERIA: The selection criteria for this RFSQ is set forth below:

Project Understanding and Proposal (0 - 25 points)	
Below Average	5 Points
Average	10 Points
Above Average	15 Points
Well Above Average	20 Points
Outstanding	25 Points

Project Team (0 -35 points)	
Below Average	10 Points
Average	15 Points
Above Average	20 Points
Well Above Average	25 Points
Outstanding	35 Points

Experience with Similar Projects, Technical Capability, and Qualifications (0 - 40 points)	
Below Average	15 Points
Average	20 Points
Above Average	25 Points
Well Above Average	30 Points
Outstanding	40 Points

EVALUATION / RANKING:

Prior to receipt of proposals, the City will establish an Evaluation Committee to evaluate the proposals. Separately, each individual Evaluation Committee member will score each criteria listed above for each proposal. The scores will range from the minimum points allowed to the maximum points allowed for the corresponding criteria.

The City's Budget and Procurement Office will then compile these scores. A meeting may be held to review the individual scores and discuss significant variances. Scores may be modified at this time. The scores will then be compiled and averaged; the firm with the highest average score shall be ranked first, the next highest shall be ranked second, and so on. **The City reserves the right to establish alternate selection criteria, rescore, re-rank, and/or shortlist. The City in its sole discretion will determine the method of evaluation and award that is most advantageous to the City.**

The City reserves the right to contact references provided by the Proposer or visit operations listed in the proposal. Information supplied by client references or obtained upon site visits may be used in determining the relative merits of the Proposer under any and all of the Evaluation Criteria.

The City reserves the right to make a separate award of each item, group of items or all items, and to make an award, in whole or in part, whichever is deemed in the best interest of the City.

ORAL PRESENTATIONS (If Required)

The Evaluation Committee shall make reasonable effort to achieve the ranking using written submittals alone. If, at City's sole discretion, no single top-ranked Proposer can be clearly identified based on the written submittals alone, then the City may post a Notice of Shortlist and schedule the top ranked Proposer(s) to give oral

presentations. The City may choose one or more of the top ranked Proposers to present. Such presentations will be open to the public. If oral presentations are held, the following guidelines will be used.

- The City shall establish the schedule. Proposers will be notified at least seven (7) calendar days in advance of the date, time and place. The specific format of each presentation will be provided to Proposers with the notifications.

- The City shall allot equal time for each Proposer divided into three sequential parts: formal presentations, questions/answers, and discussion. Presentations provide an opportunity for the Proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no Proposer will be penalized for using less than the allotted time.

NOTICE OF INTENT TO AWARD

Upon completion of the ranking of proposals, or re-ranking if oral presentations are made, the City will post the Notice of Intent to Award.

Form 1 – Conflict of Interest Statement

STATE OF FLORIDA)

) ss

City of Palm Coast)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ (the "entity") with a local office in _____ and principal office in _____.
2. The above named entity is submitting a Proposal to the City of Palm Coast.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one proposal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Contract for this project. This proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them has any potential conflicts of interest due to any other clients, contracts, or property interests.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Palm Coast.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Palm Coast.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Palm Coast in writing.

(Continued on Next Page)

FORM 1 – CONFLICT OF INTEREST STATEMENT

DATED this _____ day of _____, 20_____.

AFFIANT	Sworn to and subscribed before me
	This _____ day of
_____	_____ 20____.
Signature of Affiant	
	_____
_____	Signature of Notary
Typed or Printed Name of Affiant	
	_____
	Printed, Typed, or Stamped Name of Notary
_____	
Title	Notary Public, State of _____
	My commission expires _____
	Personally Known _____
	-OR-
	Produced Identification _____
	Type: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

FORM 2 – DEBARMENT CERTIFICATION

Form 2 – Debarment Certification

Certification Regarding Debarment, Suspension and Voluntary Exclusion-Lower Tier Covered Transactions [For Federal Projects]

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733).

******* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE ******

1. The Proposer certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to this bid.

_____
Name of Proposer

_____
Name and Titles of Authorized Representative(s)

_____
Signature(s)

_____
Printed Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

FORM 2 – DEBARMENT CERTIFICATION

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The Certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, ineligible, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, “voluntarily exclude”, as used this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith and certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4., suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

Form 3 - Authorization of Signatory

Print/Type Legal Business Name *(same as name on W-9 form)*

_____

Print/Type FEIN #

Check the legal entity type that is applicable to the above named business:

____ • Sole Proprietorship – Complete Section A
____ • General or Limited Partnership – Complete Section B
____ • Corporation (Inc. , LLC) Complete Section C

****

Section A: Sole Proprietorship

I HEREBY CERTIFY that I am the sole owner of the business identified above and am authorized to sign legal documents on behalf of said business.

Signature: _____

Print name: _____

****

Section B: Partnership

I HEREBY CERTIFY that I am a General Partner of the business identified above and am authorized to sign legal documents on behalf of said business.

Signature: _____

Print name: _____

****

Section C: Corporation

I HEREBY CERTIFY that a meeting of the Board of Directors of _____

Legal business name

a corporation /LLC under the laws of the State of _____, was held on _____20___. The following resolution was duly passed and adopted:

> "RESOLVED, that _____ is an officer and director of the corporation (or the managing member of the LLC) and is hereby authorized to execute contracts between the City of Palm Coast, a municipal corporation and this corporation/LLC, and that execution thereof by said officer and director, attested by the Secretary of the corporation/LLC, shall be the official act and deed of this corporation/LLC."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the corporation this ____ day of _____, 20___.

Provide copy of Resolution

AFFIX Corporate Seal

_____

Corporate Secretary/Managing Member

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

FORM 4 – COMPLIANCE CERTIFICATION FORM

Form 4 – Compliance Certification Form

Please check the appropriate box where indicated and initial where indicated for each of the listed requirements for certification. This Form must also be signed, notarized, and dated by the same signatory.

1. **Scrutinized Companies** - Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with local governments for goods or services of one million dollars ($1,000,000) or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or are engaged in business operations in Cuba or Syria. Both Lists are created pursuant to section 215.473, Florida Statutes. In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services. As the person authorized to sign on behalf of Bidder, I hereby certify that Bidder is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. In addition Bidder is not listed on the Scrutinized Companies that Boycott Israel List, or is engaged in any boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Cuba or Syria, or boycotting Israel may subject the Bidder to civil penalties, attorney's fees, and/or costs. **Initials** _____

2. **Public Entity Crime** - Any person or affiliate who has been placed on the convicted vendor list following a conviction of a **public entity** crime may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below is qualified to submit a proposal under Fla. Stat. §287.133(2)(a). **Initials** _____

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

4. **Drug-Free Work Place -** As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below in the section entitled "Respondent Vendor's Name" is in compliance with Florida Statue 287.087, providing a Drug-Free Workplace. **Initials** _____

FORM 4 – COMPLIANCE CERTIFICATION FORM

5. **Compliance With Public Records** - Upon award, recommendation, or thirty (30) days after receipt, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. The submission of a proposal authorizes release of Proposer's credit data to City of Palm Coast. If the Proposer submits information exempt from public disclosure, Proposer must identify with specificity which pages/paragraphs of its proposal are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate electronic file marked accordingly. By submitting a response to this solicitation, Proposer agrees to defend the City in the event City is forced to litigate the public records status of Proposer's documents. **Initials** _____

6. **Litigation: Provide a summary of all litigation, claim(s), or contract dispute(s) filed by or against the Proposer in the past five (5) years that are related to the services the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved**.
☐ **Applicable** ☐ **Not Applicable.** **Initials** _____

7. **License Sanctions: Attach a list of any regulatory or licensing agency sanctions within the past five (5) years. Check appropriate box:** ☐ **Applicable** ☐ **Not Applicable Initials** _____

8. **Vendor Registration** - All proposers awarded contracts, purchase orders, or work orders must register as a vendor with the City of Palm Coast. Vendors can register online at: https://www.palmcoastgov.com/vendor-registration. Please indicate if your company has registered as a vendor with the City of Palm Coast. ☐ I have already registered as a vendor with the City. ☐ I have not registered as a vendor with the City, but plan to do so if awarded a contract, purchase order, or work order through this solicitation. **Initials** _____

9. **Proposal Submission Acknowledgement -** The Proposer has carefully examined the RFSQ, including the Instructions, Contract Template, addenda, and any other accompanying documents for this project. The Proposer has completely analyzed the information contained in this RFSQ as guidance for the preparation its proposal. The Proposer's submittal is sufficiently specific, detailed and complete to clearly and fully demonstrate the Proposer's understanding of the proposed work and/or product requirements. The Proposer agrees and understands that, if awarded, all portions of the proposal shall become an integral part of the agreement and contract with the City of Palm Coast, Florida. Should there be a conflict between the proposal and the RFSQ, the RFSQ shall prevail. **Initials** _____

I certify that all information contained in this proposal is truthful and correct at the time of submission. I further certify that I am duly authorized to submit this proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the contract. I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Palm Coast or of any other interested proposer; and that the undersigned executes this Certification with full knowledge and understanding of the matters herein contained and is duly authorized to do so. The signatory for the Proposer swears that none of the information supplied was for the purpose of defrauding the City.

FORM 4 – COMPLIANCE CERTIFICATION FORM

PROPOSER

_____
Printed Name of Proposer

_____
Signature

_____
Printed Name

_____
Printed Title

_____
Printed Date

_____
Contact Email

_____
Street Address /Suite #

_____
City, State Zip

_____
Phone

AFFIX CORPORATE SEAL BELOW

STATE OF _____)
) ss
COUNTY OF _____)

Sworn to and subscribed before me

This _____ day of

_____ 20____.

_____
Signature of Notary

_____
Printed, Typed, or Stamped Name of Notary

Notary Public, State of _____

My commission expires _____

Personally Known _____
-OR-
Produced Identification _____

Type: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Contract Template

MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20____ ("Effective Date"), between _____ whose primary place of business is _____ ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **_____**from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ- _____(RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided . Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification

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to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.

G. CITY Premises. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as

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gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of three (3) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

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5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. Termination By SUPPLIER. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. Cooperation. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. Survivability. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

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C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

A. **Indemnification**. SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.

B. **Sovereign Immunity**. CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

C. **Insurance**. SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.

B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.

C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

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10. **CHOICE OF LAW/JURISDICTION.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, Fl., if in federal court.

11. **COMPLIANCE WITH LAWS.** SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. **Discrimination/ADA**. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. **Drug Free Workplace**. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

C. **Immigration**. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

D. **Conflict of Interest.**

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. **CONTRACT DOCUMENTS**. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. **ENFORCEABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

14. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with

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the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. **EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

16. **INDEPENDENT CONTRACTOR**. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

17. **INTERPRETATION**. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

18. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last 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 Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	**FOR SUPPLIER:**
The City Manager	_____
City of Palm Coast	_____
160 Lake Avenue	_____
Palm Coast, Florida 32164	_____

19. **ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

20. **PUBLIC RECORDS LAW.**

A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

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iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

21. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

22. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

23. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

By: _____

Print: Matthew Morton

Title: City Manager

Date: _____

SUPPLIER

By: _____
(Authorized Corporate Officer)

Print Name: _____

Title: _____

Date: _____

Exhibits
A - Work Order Template Form
B - Insurance Requirements

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Work Order # _____ PO# _____ Project Mgr. _____
name

SUPPLIER NAME: _____

Contract Project Title _____ **Work Order Project Title _____**

Contract Bid # _____ **Work Order Bid # _____**

Contract Resolution # _____ **Work Order Resolution # _____**

TOTAL COST: $_____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION (chose one): _____ FIXED FEE/LUMP SUM _____UNIT BASED/ NOT TO EXCEED***
3. **PRICING (chose one): ____ ATTACHED _____ INCLUDED IN CONTRACT**
4. **SCHEDULE (chose one):_____ AS NEEDED BASIS ____ SHALL BE COMPLETED BY - ____/____/20____**
5. **DESCRIPTION OF SERVICES (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT**
6. **OTHER ATTACHMENTS TO THIS WORK ORDER: _____No _____ Yes If yes, identify:_____**
7. **MISCELLANOUS:** _____
8. **TIME IS OF THE ESSENCE**: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT**. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

SUPPLIER APPROVAL	CITY APPROVAL
By: _____	By: _____
Print: _____	Print Name: _____
Title: _____	Title: Assistant City Manager or Designee
Date: _____	Date: _____

BPO Use Only:

Req #_____ Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

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EXHIBIT B
Insurance Requirements

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. SUPPLIER shall obtain or possess and continously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

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requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

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DocuSign Envelope ID: 94F41AB7-016B-4E77-AE3A-B86AF1B55B04

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hall & Company A&E Professional Insurance Program Inc 19660 10th Ave NE Poulsbo WA 98370	**CONTACT NAME:** Allison Barga **PHONE (A/C, No, Ext):** 360-626-2007 **FAX (A/C, No):** 360-626-2007 **E-MAIL ADDRESS:** abarga@hallandcompany.com
INSURED 467 Connect Consulting Inc 261 N Lakeview Dr Lake Helen FL 32744	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Casualty Insurance Company — 29424 **INSURER B :** Hartford Accident and Indemnity Company — 22357 **INSURER C :** Argonaut Insurance Company — 19801 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1078739387 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			52SBMNL0852	9/28/2019	9/28/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			52UECHA1233	9/28/2019	9/28/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			52SBMNL0852	9/28/2019	9/28/2020	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		52WECPI3885	9/28/2019	9/28/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab: Claims Made			121AE000181601	9/28/2019	9/28/2020	$2,000,000 Per Claim $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is an additional insured per the attached.
Project/Job Name: Hydrogeological Services

CERTIFICATE HOLDER

City of Palm Coast, Florida
Attn: Dianne Torino
160 Cypress Point Parkway, Ste. B106
Palm Coast FL 32164-8436

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with **Connect Consulting 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 CITY OF PALM COAST, FL , said contract being identified as: RFSQ-CD-20-31 Professional Hydrogeological Services (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:

This Agreement shall take effect on the Effective Date agreed upon by all parties signed. Following the initial term and at the sole option of CITY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

a. Insurance Requirements:

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 _____ day of _____

David S. Robertson
(Print Name)

President
(Print Title)

10/6/2020
(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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners A&E Professional Insurance Program Inc 19660 10th Ave NE Poulsbo WA 98370	**CONTACT NAME:** Allison Barga **PHONE (A/C, No, Ext):** 360-626-2007 **FAX (A/C, No):** 360-626-2007 **E-MAIL ADDRESS:** allison.barga@assuredpartners.com
INSURED 467 Connect Consulting Inc 261 N Lakeview Dr Lake Helen FL 32744	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hartford Casualty Insurance Company — 29424 **INSURER B :** Hartford Accident and Indemnity Company — 22357 **INSURER C :** Argonaut Insurance Company — 19801 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 978373924 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR [ ] Separation Insds GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			52SBMNL0852	9/28/2020	9/28/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			52UECHA1233	9/28/2020	9/28/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			52SBMNL0852	9/28/2020	9/28/2021	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		52WECPI3885	9/28/2020	9/28/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab: Claims Made			121AE000181602	9/28/2020	9/28/2021	$2,000,000 Per Claim $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Cocoa Well Field City of Cocoa is an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured.

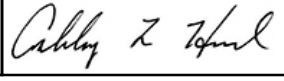
CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 52WECPI3885 **Endorsement Number:**

Effective Date: 09/28/2020 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

Connect Consulting Inc
261 N Lakeview Dr
Lake Helen, FL 32744

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION
FROM WHOM WE YOU ARE REQUIRED
BY WRITTEN CONTRACT OR
AGREEMENT TO OBTAIN THIS
WAIVER OF RIGHTS FROM US.

Countersigned by _____
Authorized Representative

Form WC 00 03 13 Printed in U.S.A.
Process Date: **Policy Expiration Date:**

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-680

File ID:	20-680	**Type:**	Contract	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	09/30/2020
Subject:				**Final Action:**	

Title: To Approve the Seventh Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective October 1, 2020 through September 30, 2021

Internal Notes:

Sponsors:

Enactment Date:

Attachments: City of Cocoa - Amendment #7 signed 10-07-2020.pdf, Agenda File ID 17-494 TCR-SJR Project Permitting Agmt.pdf, Agreement.pdf, Exh F - TCR-SJR Project Permitting Agreement.pdf, Exh G - TCR-SJR Tranmission Line Agreement.pdf, Agreement for TCR_SJR Project Manager Services.pdf, 2020 Fee Schedule 2020-01-20.pdf

Enactment Number:

Recommendation:

Hearing Date:

Drafter: nhernandez@cocoafl.org

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services

AMENDMENT # 7

This SEVENTH Amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of September 30, 2020 by and between the **City of Cocoa** and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement entered into on April 27, 2010 is hereby amended to renew for twelve (12) additional months, at the same rates, terms, and conditions commencing on October 1, 2020 and terminating on September 30, 2021.

The parties hereto duly execute this SEVENTH Amendment to become effective as of the date and year first above written.

WATER RESOURCE ASSOCIATES, INC.	**CITY OF COCOA**
By: Mark D. Farrell, P.E	**By:** Jake Williams, Jr.
(Name) Printed	(Name) Printed
President	Mayor
(Title)	(Title)
Signature 10/07/2020	Signature
Date	Date

CC: Carie Shealy, City Clerk
John "Jack" Walsh, P.E., Utilities Director
Diane Kozlak, Senior Buyer & Contract Agent

EXHIBIT -A

WATER RESOURCE ASSOCIATES
7th AMENDMENT FEE SCHEDULE

Charges for work performed by Water Resource Associates (WRA) on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Charges within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (PER HOUR)*

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Environmental Scientist	$120.00
CADD Designer	$ 85.00
Technician	$ 70.00
Administrative Assistant	$ 55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$ 0.20 per page
Copying (Color Prints)	$ 0.45 per page
Drawings (B/W Prints)	$ 2.00 per page
Drawings (Color Prints)	$ 15.00 per page
Mylar's	$ 25.00 per sheet
Mileage	$ Mileage at current IRS per mile rates

Postage/Courier and Overnight Delivery Charges/Subcontractors (Actual Cost + 15%)

File #: 17-494, **Version:** 1

CITY COUNCIL AGENDA ITEM

Memo Date: November 7, 2017
Agenda Date: November 14, 2017
Prepared By: Anthony A. Garganese, City Attorney
Through: John “Jack” Walsh, P.E., Utilities Director
Requested Action:
Pursuant to the TCR/SJR Project Permitting Agreement: (1) Authorize the City Manager to negotiate and execute a multi-year agreement with Mark Farrell of WRA to serve as the City’s Project Manager in a form approved by the City Attorney and Utilities Director; (2) Approve a multi-year special counsel legal services agreement with Ed de la Parte of de la Parte & Gilbert, P.A. to assist with obtaining all required water and environmental permits. Adopt Resolution waiving competitive bid process.

BACKGROUND:

On August 22, 2017, the City Council approved participation in the Taylor Creek Reservoir/St. Johns River Water Supply Project (WS0919), and authorized execution of all project documents. All other water suppliers have likewise approved the Agreements and the Agreements became effective on November 1, 2017.

Initially, the parties must pursue a joint consumptive use permit and other applicable environmental permits pursuant to the terms and conditions of the Permitting Agreement. Under the Permitting Agreement, the City of Cocoa serves as the Project Administrator responsible for coordinating and managing the permit phase of the Project. As one of the first orders of business, the Permitting Agreement requires the City of Cocoa to appoint a Project Manager who will be responsible for managing the Project Administrator’s numerous responsibilities under the Permitting Agreement including, but not limited to, assisting with managing technical consultants selected by the water suppliers, coordinating efforts with the water suppliers, and handling numerous other administrative responsibilities.

The City staff desires to designate Mark Farrell of WRA Engineering to serve as the Project Manager. Mr. Farrell assisted the City in the five and half year (5 ½ year) TCR Mediation process under which the Permitting and other Project Agreements were negotiated and approved, and is very familiar with the Project and the consumptive use and environmental permitting process. His familiarity with the Project makes him uniquely qualified to serve in the role of Project Manager, which should make the transition into the implementation phase seamless.

At the time this Agenda Item was being prepared, a contract with Mr. Farrell was in the process of being prepared. As such, in furtherance of time and the necessity of promptly commencing the implementation of the Permitting Agreement, City staff is requesting that the City Manager be

authorized to negotiate and execute the contract with Mr. Farrell in consultation with the City Attorney and Utilities Director.

In addition, the Permitting Agreement requires the water suppliers and the City of Cocoa to seek a joint consumptive use permit and several related environmental permits. The City of Cocoa will require special legal counsel to assist the City and the other water suppliers with obtaining the permits. Attorney Ed de la Parte is one of the leading water and environmental permit lawyers in the State of Florida. Mr. de la Parte also previously represented the City of Cocoa in the early 1990s when the City was initially seeking a consumptive use permit to withdraw surface water from Taylor Creek Reservoir. He was instrumental in negotiating the 1993 Settlement Agreement between the City of Cocoa and Deseret Ranches which provided the City with the rights to use Taylor Creek Reservoir. Mr. de la Parte also represents OUC and participated in the TCR mediation proceeding. Although Mr. de la Parte also represents OUC, Mr. de la Parte and the City Attorney do not anticipate a conflict of interest because OUC and the City of Cocoa share a common interest in obtaining the permits under the Permitting Agreement. The City Attorney recommends Mr. de la Parte be retained to serve as special counsel to the City of Cocoa under the Permitting Agreement because of his proven experience in water law and his familiarity with the City of Cocoa, Taylor Creek Reservoir and the Permitting Agreement. Mr. de la Parte is uniquely qualified to provide the very specialized legal services required by the City.

Pursuant to Section 15.4 of the City's Financial Operations Manual, the City Council has the discretion to waive competitive bidding for the procurement of professional services not otherwise subject to the requirements of Section 287.055, Florida Statutes (CCNA). City staff recommends waiver of competitive bidding requirements for the aforesaid contracts because both Mr. Farrell and Mr. de la Parte are uniquely qualified to provide their respective professional services especially given their numerous years of institutional knowledge regarding this unique and very important regional project.

City staff is estimating that the Permitting Phase of the TCR/SJR Project could take 3 to 5 years to complete. Therefore, the aforesaid agreements are considered multi-year agreements.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

When the City Council approved the Taylor Creek Reservoir/St. Johns River Water Supply Project (WS0919) agreement on August 22, 2017, the City Council authorized an initial budget allocation of $100,000 for the FY 2018 budget for related professional services under account number 421-4010-536.31-00 WS0919.

The aforesaid allocation is sufficient to initially support the commencement of these two contracts, but the Finance and the Utilities Departments are also in the process of establishing an accounting system to track the consultant contracts and costs associated with the Project and the City of Cocoa's role as Project Administrator. Additional budget adjustments will be made in the future once the system has been finalized by staff.

PREVIOUS ACTION:

On August 22, 2017, the City Council approved the City's participation in the Taylor Creek Reservoir/St. Johns River Water Supply Project (WS0919).

RECOMMENDED MOTION:

Pursuant to the TCR/SJR Project Permitting Agreement: (1) Authorize the City Manager to negotiate and execute a multi-year agreement with Mark Farrell of WRA to serve as the City's Project Manager in a form approved by the City Attorney and Utilities Director; (2) Approve a multi-year special counsel legal services agreement with Ed de la Parte of de la Parte & Gilbert, P.A. to assist with obtaining all required water and environmental permits. Adopt Resolution waiving competitive bid process.

AGREEMENT FOR
WATER RESOURCE CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 27th day of April 2010, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **WATER RESOURCE ASSOCIATES, INC.**, a Florida corporation, authorized to conduct business in the State of Florida, whose address is 4260 West Linebaugh Avenue, Tampa, Florida 33624 hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, City has a need to obtain non-engineering related consulting services regarding water resource permitting and projects from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes;* and

WHEREAS, Consultant is willing to provide such services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement. Such an extension shall only be by written amendment to this Agreement.

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

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this

Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consultanting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Consultant" shall mean Water Resource Services, Inc., a Florida Corporation, and its principals, employees, resident project representatives (and assistants).

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

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the water resource and permitting work agreed to by the parties in a Task Order related to the City's Dyal Water Treatment Facility.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Consultant and Consultant agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES; RATE SCHEDULE

2.1 The City may make request of Consultant to perform water resource and permitting consulting services on a "task" basis. In general, such services may include, but not be limited to, water resource consultations, planning, evaluations, feasibility studies, and design studies, regulatory agency permitting and approvals, environmental resource permitting, and associated potable water project coordination activities. The City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The Consultant will generate a detailed Scope of

Work document, prepare a Schedule, add a fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Consultant through a Task Order may include any consulting services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Consultant in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Consultant shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other consulting companies to provide professional consultant services.

2.3 The maximum hourly rates and certain direct charges that can be charged under this Agreement by Consultant are set forth in **EXHIBIT "A,"** which is attached hereto and fully incorporated herein by this reference.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Consultant. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Consultant will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and Consultant shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by City's and Consultant's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Consultant shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Consultant shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Consultant fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Consultant without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

5.1 General Services. For basic and additional Services performed by Consultant's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Consultant to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that billed Consultant by the independent professional associates and consultants. Prior to payment by the City, the Consultant shall submit to the City a copy of any written invoice received by Consultant from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant

shall be bound by any attorney-work product public records exemption laws and rules.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.

5.6 Errors and Deficiencies. Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by Consultant.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Consultant.

6.2 No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Consultant shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant.

c. The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Consultant 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 Consultant or by anyone directly or indirectly employed by the Consultant.

d. The Consultant shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article l0.l.b and l0.l.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.4 Independent Associates and Consultants. All independent associates and consultants employed by Consultant to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound Consultanting practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional

and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Consultant represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Consultant may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Consultant and its independent contractors and associates related, directly or indirectly, to this Agreement, shall be deemed to be a Public Record whether in the possession or control of the City or the Consultant. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the Consultant is subject to the provisions of Chapter 119, *Florida Statutes,* and may not be destroyed without the specific written approval of the City's City manager. Upon request by the City, the Consultant shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Consultant be open and freely exhibited to the City for the purpose of examination and/or audit.

a. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Consultant and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Consultant, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Consultant.

b. Ownership of Documents. The City and the Consultant agree that upon payment of fees due to the Consultant by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Consultant waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 Consultant shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

15.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Consultant, Consultant shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Consultant who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Consultant, prior to the commencement of any Work by the subcontractor, Consultant shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Consultant shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY CONSULTANT AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

17.2 Consultant defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

17.3 Consultant is adjudicated bankrupt or makes any assignment for the benefit of creditors or Consultant becomes insolvent, or is unable or unwilling to pay its debts; or

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

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

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

17.7 Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

17.8 Notwithstanding the aforementioned, in the event of a default by Consultant, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 City and Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Consultant:

Mark D. Farrell
4260 West Linebaugh Avenue
Tampa, Florida 32922
(813) 265-3130

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

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

32.0 SOVEREIGN IMMUNITY

32.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars ($100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars ($200,000.00). This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY CONSULTANT

33.1 Consultant hereby represents and warrants to the City the following:

a. Consultant is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of Consultant has the power, authority, and legal right to execute and deliver this Agreement on behalf of Consultant.

34.0 INDEMNIFICATION

34.1 Consultant shall indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed by the Consultant in the performance of the Agreement and any Task Order.

34.2 Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions.

35.0 CONSULTANT'S PERSONNEL AT CONSTRUCTION SITE

35.1 If the Services of Consultant are required for any specific construction site, the presence or duties of Consultant's personnel at the construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

35.2 The presence of Consultant's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Consultant for itself and its Subconsultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any consulting activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

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

d. The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than Consultant's undersigned representative execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:
CITY OF COCOA *

By: Michael C. Blake
Michael C. Blake
Print Name/Title: Mayor

CONSULTANT:

By:

Print Name/Title: Mark D Famell, Pres

ATTEST:

By: Jan Clark
City Clerk

*** THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

Exhibit "A"

WATER RESOURCE ASSOCIATES - 2010 FEE SCHEDULE

Charges for work performed by **Water Resource Associates** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)*

Principal	$195.00
Senior Facilitator	$160.00
Senior Professional Engineer	$160.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$130.00
Senior Planner	$130.00
Engineer	$125.00
Geologist	$125.00
Planner	$100.00
Environmental Scientist	$100.00
CADD Designer	$85.00
Technician	$70.00
Administrative Assistant	$55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.20 per page
Copying (Color Prints)	$0.45 per page
Drawings (B/W Prints)	$2.00 per sheet
Drawings (Color Prints)	$15.00 per sheet
Mylars	$25.00 per sheet
Mileage	$0.55 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual cost + 15%)

EXHIBIT F

TCR/SJR Project Permitting Agreement

TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT

PERMITTING AGREEMENT

This **TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT PERMITTING AGREEMENT** (Agreement) is made and entered into this _____ day of _____, 2017 among the **CITY OF COCOA**, a Florida municipal corporation ("Cocoa"), **EAST CENTRAL FLORIDA SERVICES, INC.**, a Florida corporation, ("ECFS"), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("OCU"), **ORLANDO UTILITIES COMMISSION**, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature ("OUC"), **TOHOPEKALIGA WATER AUTHORITY**, a special district created by special act of the Florida Legislature ("TWA") and **FARMLAND RESERVE, INC.**, a Utah non-profit corporation ("FRI") (collectively the "Parties" including FRI and collectively the "Water Suppliers" excluding FRI).

1. DEFINITIONS. As used in this Agreement:

1.1 "404 Permit" means that permit issued by the United States Army Corps of Engineers pursuant to Section 404 of the Clean Water Act, Pub. L. No. 92-500, as amended, 33 U.S.C. Section 1251, et seq., as may be amended or modified from time to time.

1.2 "Additional TCR/SJR Quantity" means an additional estimated 23.67 MGD to 33.67 MGD long-term annual average that would be available from TCR for public water use by blending water from the SJR with water contained in TCR to increase the yield and reliability of TCR upon completion of the TCR Levee Improvements.

1.3 "Central Florida Water Initiative" or "CFWI" means a collaborative process involving the Department of Environmental Protection, SJRWMD, SFWMD, SWFWMD, the Department of Agriculture and Consumer Services, public water

supply utilities and other stakeholders, as further described in section 373.0465, Florida Statutes, as it may be amended from time to time.

1.4 "CFWI Area" means all of Orange, Osceola, Polk and Seminole Counties and southern Lake County, as further described in section 373.0465, Florida Statutes, as it may be amended from time to time.

1.5 "CFWI Plan" means the then existing Regional Water Supply Plan, approved pursuant to sections 373.0465 and 373.709, Florida Statutes, as they may be amended from time to time, by the SJRWMD, SFWMD and SWFWMD for the CFWI Area.

1.6 "Confidential Information" means any documents, communications or other information disclosed to one or more Parties by another Party in furtherance of the Parties' common interest.

1.7 "Consensus" means, (a) when applied to the Procurement Committee, the unanimous consent of all the Procurement Committee Members present at a Procurement Committee meeting, which shall be recorded in the minutes of the Procurement Committee meeting and, (b) when applied to the Parties or the Water Suppliers, the unanimous consent of all the Parties or all of the Water Suppliers, which shall be recorded in a letter agreement executed by the director or executive officer of each Party or Water Supplier, if expressly required by the Agreement or, if requested by one or more Parties or Water Suppliers.

1.8 "CUP" means a consumptive use permit under chapter 373, Part II, Florida Statutes, as amended or modified from time to time.

1.9 "Dyal WTP" means that public water treatment facility, associated infrastructure, and real property rights owned by Cocoa and located off State Road 520 in east Orange County, as may be acquired, upgraded and expanded pursuant to the General Implementation Agreement or by Cocoa separately.

1.10 "Effective Date" means the date all the TCR/SJR Project Agreements are fully executed by the parties to each contract. Cocoa shall memorialize the Effective Date and shall provide a notice of the Effective Date to all the Parties.

1.11 "ERP" means an environmental resource permit under chapter 373, Part IV, Florida Statutes, amended or modified from time to time.

1.12 "Force Majeure Event" means 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 Regional 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.

1.13 "General Implementation Agreement" means Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement entered into by the Parties governing the overall development and operation of the TCR/SJR Project.

1.14 "MFL" means a minimum flow or minimum level or both established by a water management district or the Florida Department of Environmental Protection pursuant to section 373.042, Florida Statutes.

1.15 "MGD" means a flow rate measured as million gallons per day.

1.16 "NEPA" means the National Environmental Policy Act.

1.17 "NPDES Permit" means that permit issued under the National Pollutant Discharge Elimination System Program pursuant to Section 402 of the Clean Water Act, Pub. L. No. 92-500, as amended by 33 U.S.C. Sections 1251 et seq., by the Department of Environmental Protection pursuant section 403.0885, Florida Statutes, as amended or modified from time to time.

1.18 "Parties" mean OCU, OUC, ECFS, TWA, Cocoa, and FRI.

1.19 "Procurement Committee" means a committee consisting of the Project Manager and the Project Representatives appointed by the Water Suppliers pursuant to Section 5.2 for the sole purpose of selecting the technical consultant to implement the Scope of Work. Upon selection of the technical consultant, the Procurement Committee shall be dissolved.

1.20 "Procurement Committee Member" means the Project Manager or a Project Representative, when acting as a member of the Procurement Committee.

1.21 "Project Administrator" means Cocoa, who is designated under this Agreement, with overall responsibility for administering and implementing the Scope of Work.

1.22 "Project Manager" means the person or alternate designated by the Project Administrator to manage the Project Administrator's responsibilities under this Agreement.

1.23 "Project Representative" means the person or alternate, who is not a Procurement Committee Member or the Project Administrator, designated by each Water Supplier to work with the Project Manager regarding the management and implementation of the Scope of Work.

1.24 "Quorum" means, as applied to the Procurement Committee, at least three Procurement Committee Members and consistent with the applicable law.

1.25 "Regional Permits" means those state and federal permits and proprietary instruments required in order to confirm that the TCR/SJR Project is in fact capable of producing the Additional TCR/SJR Quantity and to authorize construction, operation and consumptive use of water from the TCR/SJR Project. These state and federal permits and proprietary instruments and the Water Supplier(s), who will be the permittee or holder of the proprietary instrument are more specifically identified in **Exhibit A** to this Agreement.

1.26 "Scope of Work" means the activities authorized under this Agreement, as specified in Section 4.

1.27 "SFWMD" means the South Florida Water Management District.

1.28 "SJR" means the St. Johns River.

1.29 "SJRWMD" means the St. Johns River Water Management District.

1.30 "SWFWMD" means the Southwest Florida Water Management District.

1.31 "TCR" or "Taylor Creek Reservoir" means the Taylor Creek Reservoir, an impoundment created by the construction of Levee 73 (L-73) and a water control structure (S-164) as part of the Upper St. Johns River Basin portion of the Central and Southern Florida Federal Control Project and, as of the Effective Date, impounds water on land in the upper portion of Taylor Creek and Cox Creek, tributaries of the SJR and located on lands in Orange and Osceola Counties, Florida.

1.32 "TCR Levee Improvements" means structural alterations to L-73 and associated infrastructure to allow the water level in the TCR to be raised above the regulation schedule in effect as of the Effective Date.

1.33 "TCR/SJR Project" means a regional alternative water supply project withdrawing surface water from TCR and, in the future, the SJR to augment TCR for public water supply and agricultural purposes as more specifically stated in the General Implementation Agreement.

1.34 "TCR/SJR Project Agreements" mean this Agreement, the General Implementation Agreement and those other agreements identified in Section 3.2 of the General Implementation Agreement.

1.35 "TCR/SJR Project Failure" shall have the same meaning as in the General Implementation Agreement.

1.36 "TEC" means the total estimated cost to complete the Scope of Work.

2. AUTHORITY. This Agreement is entered into by the Parties under the following the authorities:

2.1 **Cocoa.** Cocoa, a Florida municipal corporation, enters into this Agreement under the authority of its home rule powers, as well as sections 166.021 and 180.02, Florida Statutes and chapter 57-1232, Law of Florida.

2.2 **OCU.** OCU, a charter county, enters into this Agreement under the authority of its home rule powers, as well as sections 125.01(1)(k)1, 125.01(1)(p), 125.01(3)(a) and 153.03(6), Florida Statutes, which authorize counties to enter into agreements with other public agencies and private corporations to accomplish goals for providing water to their customers.

2.3. **OUC.** OUC, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature, enters into this Agreement under the authority of sections 6 and 9 of chapter 9861, Laws of Florida (1923), as amended.

2.4. **TWA.** TWA, an independent special district created by special act of the Florida Legislature, enters into this Agreement under the authority of section 10(1), chapter 2003-368, Laws of Florida.

2.5. **ECFS.** ECFS enters into this Agreement under the authority of its corporate charter.

2.6. **FRI.** FRI enters into this Agreement under the authority of its corporate charter.

3. FINDINGS. It is hereby ascertained, determined and declared that:

3.1 The TCR/SJR Project is anticipated to provide water for public water supply and agricultural purposes. The Additional TCR/SJR Quantity is anticipated to meet a portion of the future public water supply demands of the Water Suppliers.

3.2 The Additional TCR/SJR Quantity is anticipated to meet the applicable statutory mandates with respect to general infrastructure and public water supply related elements of the comprehensive plans applicable to the Water Suppliers, as well as provide economies of scale, protect the local and regional environment, and more efficiently use, preserve, address and protect valuable local and regional water resources and advance regional comprehensive planning.

4. SCOPE OF WORK. The Parties agree the activities generally authorized by this Agreement are set forth in the Scope of Work, as specified in **Exhibit B** to this Agreement. The Agreement does not include seeking Regional Permits to authorize the withdrawal of water from the TCR/SJR Project for a quantity greater than the Additional TCR/SJR Quantity. The TEC for the Scope of Work is Six Million ($6,000,000.00) Dollars.

5. ADMINISTRATION.

5.1 Cocoa shall be the Project Administrator under the terms of this Agreement. No later than thirty (30) days from the Effective Date, Cocoa shall provide, in writing to the Water Suppliers, the name, address, phone numbers, fax numbers and email addresses of its Project Manager. Cocoa may change the Project Manager

at any time immediately by providing written notice to the other Water Suppliers.

5.2 No later than thirty (30) days from the Effective Date, Cocoa, OCU, OUC, TWA and ECFS shall each provide in writing to each other the name, addresses, phone numbers, fax numbers and email addresses of their Project Representative. The Project Representative for each Water Supplier may be changed at any time immediately upon written notice to the other Water Suppliers.

5.3 The Procurement Committee shall be formed upon identification of the Project Representatives by the Water Suppliers pursuant to Section 5.1 and shall consist of the Project Representatives and the Project Manager. The Procurement Committee shall have a Chair, who will be responsible for providing all required meeting notices, preparing meeting agendas and summaries, presiding at Procurement Committee meetings and otherwise ensuring that Committee Meetings comply with the open meeting requirements of section 286.011, Florida Statutes. Cocoa's Procurement Committee Member shall serve as the Chair. The Procurement Committee shall hold meetings on a schedule and at a location determined by the Procurement Committee, as needed to facilitate the Procurement Committee's authorized decision under Section 5.4, with an agenda the Committee chair will provide prior to each meeting. Special meetings of the Procurement Committee shall be called upon written notice from the Project Manager, or upon written notice by a majority of Procurement Committee members to the Project Manager requesting a special meeting. Meeting notice, including the time and location of the meeting, and the agenda for any Procurement Committee meeting shall be provided in writing to all Procurement Committee Members, except in case of an emergency meeting. A Quorum shall be required for all Committee meetings. The Committee Members may attend by means of telephonic communication or electronic communication media employing any form of electronic communication the Procurement Committee selects to use as

allowed by law for a board subject to the open meeting requirements of section 286.011, Florida Statutes, or successor provision. The Procurement Committee Chair shall be responsible for preparing meeting minutes.

5.4 The Procurement Committee shall convene no later than sixty (60) days from the Effective Date to develop a request for proposal for one or more technical consultants, which shall be consistent with the Scope of Work and the statutes, ordinances and rules governing procurement of consultants by Cocoa. The request for proposal(s) shall be completed no later than one hundred eighty (180) days from the Effective Date. The request for proposal shall be approved by Consensus of the Procurement Committee. Once the request for proposal is approved by the Procurement Committee, the Project Manager shall implement the procurement process according to the statutes, ordinances and rules governing procurement of consultants by Cocoa, with the exception that the Procurement Committee shall select the technical consultant and Cocoa shall be required to approve a contract with the technical consultant selected by the Procurement Committee. The technical consultant shall be selected by Consensus approval of the Procurement Committee. Once the technical consultant is selected, the Project Manager shall procure and contract with the technical consultant to implement the Scope of Work. The Project Administrator shall administer the contract(s) with the technical consultant. The Committee by Consensus may change any of the deadlines specified herein for procurement of technical consultant(s).

5.5. In discharging its responsibilities the Project Administrator shall, acting through its Project Manager:

5.5.1 Defend any challenge or protest filed with regards to procurement decisions made by Cocoa pursuant to this Agreement, including the retention of outside counsel to defend the action.

5.5.2 Prepare and execute contract(s) with technical consultant(s) selected pursuant to Section 5.4 and other professional(s).

5.5.3 Manage the activities of the technical consultant(s) and other professional(s) to assure that the contract requirements are met.

5.5.4 On a monthly basis, provide the Project Representatives a detailed report, including any necessary backup documentation required by the Water Suppliers as to the status of deliverables and expenditures, including project schedules and expenditures for the next month.

5.5.5 Manage the review of interim and final deliverables.

5.5.6 Coordinate with the Water Suppliers at a mutually agreed upon frequency.

5.5.7 Initiate and process funding requests to the Water Suppliers for implementation of the Scope of Work; provided such costs requests are cumulatively less than the TEC.

5.5.8 Receive and account for funds received from the Water Suppliers.

5.5.9 Process and pay invoices from consultants and other professionals.

5.5.10 Propose amendments to the Scope of Work or TEC for review and Consensus approval by the Water Suppliers.

5.5.11 Submit or modify applications for the Regional Permits upon Consensus approval of the Water Suppliers. Respond to requests for additional information or clarification from regulatory agencies and provide information as needed to finalize the Regional Permit applications and obtain the Regional Permits upon Consensus of the Water Suppliers. The Project Manager and the Project Representatives shall jointly develop the applications for the Regional Permits and any responses to requests for additional information or clarification from regulatory agencies. Upon Consensus approval of permit application information by the Water Suppliers, the Project Administrator shall have the authority to submit the same

on behalf of the other Water Suppliers and bind the other Water Suppliers to permit information and permit requirements. The Project Administrator shall not make a decision regarding the Regional Permits except upon Consensus approval of the Water Suppliers

5.5.12 Acquire real property interests, upon Consensus approval of the Water Suppliers, in the SJR intake, raw water transmission lines, the TCR discharge structure and the TCR intake structure as needed in order to prepare and process any application for a Regional Permit and obtain any Regional Permit. Any real property interests required from FRI shall be acquired according to the process provided for in the General Implementation Agreement.

5.5.13 Communicate with regulatory agencies and other interested persons and attend meetings as needed for implementation of the Scope of Work. Project Manager shall give the Project Representatives advance notice and the opportunity to attend any such meetings.

5.5.14 Negotiate the terms of any Regional Permit or permit conditions with the regulatory agencies jointly with the Project Representatives, subject to the Consensus approval of the Water Suppliers.

5.5.15 Defend any challenge or protest filed with regards to any Regional Permit sought by the Project Administrator pursuant to this Agreement in coordination with counsel for the Water Suppliers.

5.5.16 Undertake legal actions, other than as described in Sections 5.5.1 and 5.5.15, as necessary to further the work authorized under this Agreement with the Consensus approval of the Water Suppliers.

5.5.17 Within sixty (60) days after the expiration or termination of this Agreement, whichever is applicable, the Project Administrator shall provide OCU, OUC, TWA and ECFS with an accounting of the expenditures of

funds and shall reimburse to OCU, OUC, TWA and ECFS any unexpended funds contributed by each Water Supplier.

5.6 Amendments to the Scope of Work or the TEC are subject to Consensus approval of the Water Suppliers.

5.7 Prior to submission of a new or modified application for a Regional Permit, a response to a request for additional information or clarification from a regulatory agency, acceptance of a proposed Regional Permit or permit conditions or the initiation of legal action pursuant to Section 5.5.16, the Project Manager shall confer with the Project Representatives and obtain the Consensus approval of the Water Suppliers.

6. FUNDING OF WORK.

6.1 The TEC for the Scope of Work is Six Million ($6,000,000) Dollars. The Water Suppliers agree to fund the TEC according to the cost share shown on the table set forth below. The amount of funding for each Water Supplier represents their expected share of the Additional TCR/SJR Quantity. Each Water Supplier's cost share amount of the TEC will be as follows:

Party	Percent	Cost Share Amount	Estimated Volume
Cocoa	6%	$360,000	2.17 MGD
OCU	45%	$2,700,000	15 MGD
OUC	15%	$900,000	5 MGD
TWA	4%	$240,000	1.5 MGD
ECFS	30%	$1,800,000	10 MGD
Total	100%	$6,000,000	33.67 MGD

6.2 All funds provided by the Water Suppliers shall be utilized exclusively for cost for any consultant or other professional retained by the Project Administrator on

behalf of the Water Suppliers and by Consensus of the Water Suppliers for costs incurred for work under this Agreement.

6.3 The Project Administrator shall invoice the Water Suppliers, when the Project Administrator incurs costs for work under this Agreement. The Water Suppliers shall make payments to the Project Administrator within sixty (60) days of receipt of an invoice from the Project Administrator. All payments made pursuant to this Agreement shall reference this Agreement.

6.4 The Project Manager and Project Representatives may decide to use information previously prepared by a consultant or entity employed by one or more Water Suppliers. In such case, the Water Supplier, who paid for such information shall be reimbursed or credited for the reasonable cost of such information pursuant to this Agreement by Consensus approval of the Water Suppliers.

6.5 Should some or all of the Water Suppliers receive funding for work authorized under this Agreement from any other local, state or federal funding source, said funds will be applied to the total cost specified in Section 6.1 to reduce the aggregate amount paid or to be paid by the Water Suppliers and each Water Supplier will either be reimbursed in proportion to the local, state or federal funding source applied to the total cost specified in Section 6.1 or have its remaining contribution balance reduced in proportion to the local, state or federal funding source applied to the total cost specified in Section 6.1.

7. DEVELOPMENT OF INFORMATION TO DEMONSTRATE NEED FOR WATER.

7.1 Each Water Supplier will gather and prepare information to support a demand or need for the Additional TCR/SJR Quantity for a requested CUP duration of fifty (50) years relevant to the Water Supplier's use of the Additional TCR/SJR Quantity. This information shall include consideration of conservation measures, reuse of reclaimed water and other factors typically taken into account by the SJRWMD in determining whether the criteria for issuance of a CUP have been

met. This information will be furnished to the Project Administrator. All costs of gathering, preparing and furnishing this information to the Project Manager and responding to questions raised by the SJRWMD regarding this information during the permit review process will be borne solely by the Water Supplier developing this information.

7.2 The Water Suppliers shall communicate with each other regarding their respective demand information and suggest to each other means by which such demand information could be improved, refined or made consistent to better support the permit application for the CUP to withdraw the Additional TCR/SJR Quantity or demonstrate compliance with the SJRWMD's applicable CUP criteria. However nothing in this Agreement shall be construed to authorize or empower a Water Supplier to oppose in any way demand information prepared or presented by another Water Supplier and no Water Supplier shall undertake any such opposition. This limitation includes providing adverse comments or information to the SJRWMD or information to the SJRWMD that attempts to counter the demand information of any other Water Supplier to this Agreement.

8. COOPERATION.

8.1 The Parties shall not submit any information to regulatory agencies that conflicts with information submitted by the Water Suppliers to the Project Manager pursuant to Section 7 or information submitted by the Project Manager on behalf of the Water Suppliers in support of any application for a Regional Permit.

8.2 As of the Effective Date, the SJRWMD has issued Cocoa CUP No. 2-095-50245-8 authorizing Cocoa to withdraw and use up to 8.83 MGD annual average from TCR. Cocoa owns, operates and maintains all facilities needed to withdraw up to 8.83 MGD annual average from TCR. The Parties acknowledge and agree that Cocoa CUP No. 2-095-50245-8 constitutes a presently existing legal use of water and therefore, Cocoa is not required to amend or modify CUP No. 2-095-50245-8 as part of its implementation of the TCR/SJR Project. Cocoa's withdrawal and use

of water from TCR pursuant to the authorization provided by CUP No. 2-095-50245-8 is not considered part of the TCR/SJR Project. The other Parties will respect and recognize Cocoa's right to use water from TCR pursuant to CUP No. 2-095-50245-8, and will take no action in implementing the TCR/SJR Project that interferes with or adversely affect Cocoa's right under CUP No. 2-095-50245-8. CUP No.2-095-50245-8 shall take priority over any future permits to withdraw water from TCR which may be issued in furtherance of this Agreement and the TCR/SJR Project so long as the conditions on withdrawals and the allocation of water granted under CUP 2-095-50245-8 is in existence on the Effective Date do not change unless pursuant to an amendment to this Agreement. Cocoa may seek to renew or modify CUP No. 2-095-50245-8 so long as Cocoa does not seek to increase its permitted allocation from TCR above the currently permitted 8.83 MGD annual average, or make other changes to CUP No. 2-095-50245-8 that would adversely affect the yield of the TCR/SJR Project, including ECFS' agricultural component.

8.3 It is understood by the Parties that as part of obtaining the Regional Permits for the TCR/SJR Project, it is necessary to show that the additional water withdrawn from TCR for the TCR/SJR Project will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2. The Water Suppliers agree not to seek any Regional Permits that in any way would undermine Cocoa's present non-interference rights for its usage of TCR. Accordingly, as part of any Regional Permit application, data submission or hearing of any kind for the implementation of the TCR/SJR Project, the Project Administrator on behalf of the Water Suppliers will only present data demonstrating that there will not be any interference with the presently permitted use of TCR by Cocoa, as specified in Section 8.2, based on the following additional two conditions being present: (a) the TCR Levee Improvements planned by the SJRWMD are completed; and, (b) the regulation schedule for TCR is modified by the U.S. Army Corps of Engineers so that the maximum standing pool elevation of TCR is maintained at 46 feet NGVD. This

provision is premised on the continued existence of this Agreement and the other TCR/SJR Project Agreements. With respect to the Water Suppliers only, Cocoa agrees that any Regional Permits obtained under this Agreement will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2. If there is a TCR/SJR Project Failure after issuance of one or more Regional Permits, the Parties agree that such Regional Permits shall not constitute any type of legal precedent that the withdrawal of water from TCR will not adversely impact the presently permitted use of TCR by Cocoa, as specified in Section 8.2. The Parties further agree that no third party, including, but not limited to any Water Supplier that has withdrawn from this Agreement, may rely upon this Agreement or any other TCR/SJR Project Agreement or the issuance of any Regional Permit, as legal precedent that the withdrawal of water from TCR will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2.

8.4 The Water Suppliers shall not submit a CUP application or otherwise seek a new or modified CUP to withdraw and use water from TCR or the SJR, other than Cocoa's, OUC's and ECFS' pending application for CUP 2-009-125333-1, OCU's pending application for CUP No. 2-095-119798-1 and ECFS' pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1, which conflict with the commitment of the Water Suppliers pursuant to this Agreement to seek a joint CUP on behalf of the Water Suppliers authorizing the Additional TCR/SJR Quantity. This requirement does not prohibit Cocoa from seeking modification, renewal or extension of CUP No. 2-095-50245-8, as specified in Section 8.2.

8.5 Cocoa, OUC and ECFS shall place its pending application for CUP 2-009-125333-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional TCR/SJR Quantity.

8.5.1 Upon final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, Cocoa, OUC and ECFS shall withdraw their application for CUP No. 2-009-125333-1.

8.5.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, Cocoa, OUC and ECFS will follow the process set forth in Section 6.4 of the General Implementation Agreement. If Cocoa, OUC and ECFS decide to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then Cocoa, OUC and ECFS will be free to pursue issuance of their pending application for CUP 2-009-125333-1.

8.6. OCU shall place its pending permit application for CUP No. 2-095-119798-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional TCR/SJR Quantity.

8.6.1 Upon final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, OCU shall withdraw its application for CUP No. 2-095-119798-1.

8.6.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, OCU will follow the process set forth in Section 6.4 of the General Implementation Agreement. If OCU decides to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then OCU will be free to pursue issuance of its pending application for CUP 2-095-119798-1.

8.7 ECFS shall place its pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional SJR/TCR Quantity. ECFS may submit information to the SJRWMD indicating its desire that CUP No. 2-095-115794-1 and 2-097-118375-1 be issued simultaneously with, or following issuance of, a single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity. ECFS may also request the SJRWMD modify any application or proposed agency action for CUP Nos. 2-095-115794-1 and 2-097-118375-1 to have these CUPs issued for a combined volume of up to 8 MGD, annual average, and a duration commensurate with the duration of the single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity. Regardless of when the single, joint CUP and CUP Nos. 2-095-115794-1 and 2-097-118375-1 are issued, the Parties shall treat all three permits as having been simultaneously issued for purposes of determining their existing legal use status. The other Water Suppliers shall not object to or oppose ECFS' requests or directions regarding CUP Nos. 2-095-115794 and 2-097-118375-1 allowed under this Agreement. Nothing in this Agreement shall prevent ECFS from applying for and obtaining temporary CUPs for a quantity not exceeding 8 MGD annual average from TCR for agricultural water use and the other Water Suppliers shall not hinder or oppose any applications for temporary CUPs obtained by ECFS for a quantity not exceeding 8 MGD annual average from TCR for agricultural water use prior to issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional SJR/TCR Quantity.

8.7.1 Upon a notice of intent to issue a permit or similar declaration of forthcoming final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, OCU and TWA agree to take such actions in the administrative case proceedings identified by State of Florida Division of Administrative Hearings (DOAH) Case No. 11-003968 and SJRWMD File of Record No. 2011-48 as

necessary to allow ECFS, at its election, to obtain CUP No. 2-097-118375-1 simultaneously with, or following issuance of the single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity and for a duration corresponding to the single joint CUP.

8.7.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, ECFS, OCU and TWA will follow the process set forth in Section 6.4 of the General Implementation Agreement. If ECFS decides to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then ECFS shall be free to pursue issuance of its pending applications for CUP 2-095-115794 and 2-097-118375-1 and OCU and TWA shall be free to continue their administrative challenge against CUP 2-097-118375-1 pursuant to DOAH Case No. 11-003968 and SJRWMD File of Record No. 2011-48. Additionally, should OCU or TWA decide to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then OUC or TWA will be free to continue their administrative challenge against CUP 2-097-118375-1 pursuant to DOAH Case No. 11-003968 and SJRWMD File of Record No. 2011-48.

8.8 In lieu of the provisions of Section 8.7, above, the Water Suppliers may decide by Consensus for ECFS to include the allocations set forth in CUP Nos. 2-095-115794-1 and 2-097-118375-1 into the single, joint CUP issued to the Water Suppliers for the Additional TCR/SJR Quantity. If the Water Suppliers so decide, then ECFS shall place its pending applications for CUP No. 2-095-115794-1 and 2-097-118375-1 in abeyance pending issuance of a single, joint CUP by the

SJRWMD to the Water Suppliers, at which point ECFS shall withdraw its pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1.

8.9 Individual Water Suppliers shall not submit an application for any permit that would prevent issuance of any of the Regional Permits, would cause the reduction of the amount of water allocable to the Water Suppliers in any CUP or any other applicable Regional Permit to be issued for the TCR/SJR Project, or would cause conditions to be appended to any Regional Permit that would increase the overall cost of implementing the TCR/SJR Project. Notwithstanding the foregoing and subject to Section 8.4, this Agreement shall not prevent or prohibit Cocoa from submitting any application to obtain any new permit or modification to any existing permit that may be necessary or required by law to maintain, repair or improve the operations of the Dyal WTP.

8.10 Except as authorized by Section 5.5, the Parties shall not legally challenge or support any legal challenge against any proposed or final agency action or legal instrument with regards to any Regional Permit sought by the Project Administrator on behalf of the Water Suppliers pursuant to this Agreement including, but not limited, to the single joint CUP application submitted on behalf of the Water Suppliers to withdraw the Additional TCR/SJR Quantity.

8.11 The Parties shall not legally challenge or support any legal challenge against any proposed or final agency action with regards to any modification, renewal or extension of Cocoa's presently permitted use of TCR pursuant to CUP No. 2-095-50245-8, as specified in Section 8.2.

8.12 The Water Suppliers shall not oppose, legally challenge or support any legal challenge against any proposed or final agency action with regards to the issuance of CUP Nos. 2-095-115794-1 and 2-097-118375-1, as long as long as these permits are issued contemporaneously with, or subsequent to, the single joint CUP requested by the Project Administrator on behalf of the Water Suppliers to withdraw the Additional TCR/SJR Quantity and ECFS does not seek to increase a

combined permitted allocation from TCR above 8 MGD annual average, or make other changes to the applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1 that would interfere with Cocoa's presently permitted use of TCR, as specified in Sections 8.2 and 8.3 or that would interfere with the TCR/SJR Project; provided, however, ECFS shall provide the other Water Suppliers a copy of the modified application and supporting material at least sixty (60) days prior to filing any changes to its applications and the other Water Suppliers shall notify ECFS at least sixty (60) days after receipt of such notice of their concerns with the changes to ECFS' applications. ECFS and the other Water Suppliers may mutually agree to change the deadlines in this Section. Additionally, the Water Suppliers shall not legally challenge or support any legal challenge against any temporary CUP obtained by ECFS to withdraw water from TCR, as long as the total combined permitted allocation of all temporary CUPs from TCR is equal to or less than 8 MGD annual average.

8.13 Under this Agreement, FRI's obligation shall be limited to the following:

8.13.1 Providing information requested by the Project Manager relating to ownership of: (a) the land underlying and adjoining TCR, (b) any facility required to discharge water from the SJR to TCR; and (c) any facility required to withdraw water from TCR;

8.13.2 Providing such consent as required by the Project Manager to prepare and process any application for a Regional Permit and obtain any Regional Permit;

8.13.3 Providing such temporary right-of-entry as needed by the Project Manager to prepare and process any application for a Regional Permit and obtain any Regional Permit; and

8.13.4 Transferring appropriate easements over any real property involving the SJR intake, raw water transmission lines, the TCR discharge structure and

the TCR intake structure, as specified in **Exhibit A** and required by the Project Manager in order to prepare and process any application for a Regional Permit and obtain any Regional Permit. Such easements shall be acquired according to the process provided for in the General Implementation Agreement.

8.14 FRI's agreements, commitments, obligations and representations under the Agreement shall run with and are appurtenant to the real property owned by FRI as described on Exhibit A of the Notice of Agreement referenced in the General Implementation Agreement and shall bind any subsequent owner of that real property owned by FRI or any portion thereof for the duration of this Agreement. Immediately upon the Effective Date, the Parties shall execute the Notice of Agreement referenced in the General Implementation Agreement. The Notice of Agreement shall be recorded in accordance with the General Implementation Agreement. The Water Suppliers agree to release their rights under this section whenever FRI conveys any interest in real property to a third party; provided, the third party agrees to be bound by FRI's agreements, commitments, obligations and representations under this Agreement, as covenants running with the property interest acquired from FRI and further agrees to recordation of a new Notice of Agreement in accordance with the General Implementation Agreement. No later than thirty (30) days after the acquisition of the final easement interests over real property required by this Agreement, or upon termination of this Agreement, whichever occurs first, the Project Administrator shall execute and record the Notice of Terminating Agreement in accordance with the General Implementation Agreement.

9. WITHDRAWAL OF A WATER SUPPLIER. At any time, a Water Supplier may, at its option and upon written notice to the Project Administrator and all other Water Suppliers, withdraw from further participation in the Agreement, as follows:

9.1 Upon delivery of the notice of withdrawal and proof of the Water Supplier's withdrawal from all the other TCR/SJR Project Agreements, the Water Supplier shall no longer have any rights of participation in this Agreement, shall notify the appropriate regulatory agencies of its withdrawal from any Regional Permits and any applications for Regional Permits obtained or applied for under this Agreement and file the necessary legal instrument confirming it no longer has any legal interest in any real property acquired pursuant to this Agreement. A withdrawing Water Supplier right to seek a CUP to withdraw water from TCR shall be governed by the General Implementation Agreement. A withdrawing Water Supplier shall remain liable for payment of its share of costs related to a contract between the Project Administrator and a third party, which has been executed by the Project Administrator prior to the Water Supplier's withdrawal.

9.2 Upon notice of the effective withdrawal by a Water Supplier from this Agreement, the Project Administrator shall discontinue all work on the Regional Permits and ask for appropriate permit review extensions, while the remaining Water Suppliers convene to discuss the continued feasibility of the TCR/SJR Project. Within ninety (90) days of receiving notice of the effective withdrawal by a Water Supplier from this Agreement, the remaining Water Suppliers will decide by Consensus whether to terminate or amend this Agreement. If the remaining Water Suppliers do not decide by Consensus to terminate the Agreement, then the Project Administrator shall move forward with obtaining the Regional Permits and the withdrawing Water Supplier's cost share percentage and amount shall be assigned on a pro rata basis among the remaining Water Suppliers excluding the withdrawing Water Supplier's cost allocation from the total, unless the Agreement is amended by the Consensus approval of the remaining Water Sup-

pliers to allocate the withdrawing Water Supplier's cost allocation in some other fashion.

10. SUBSTITUTION OF WATER SUPPLIERS AND ASSIGNMENT OF THIS AGREEMENT TO OTHER WATER SUPPLIERS.

10.1 **Substitution**. As a matter of right, a new party may be substituted for an existing Party, if the new party agrees to enter this Agreement and fully perform all obligations of the existing Party. Prior to the substitution taking effect, the existing Party must notify the other Parties in writing of the substitution and offer the substitution on the same terms and conditions to the other existing Parties, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other Parties accept the right of first refusal of the substitution in writing within sixty (60) days, or the time period provided in the notice of substitution, whichever is longer, then the other existing Parties shall be considered to have waived their right of first refusal. The preceding right of first refusal shall not apply when one existing Party is substituted for another existing Party.

10.2 **Assignment**. As a matter of right, this Agreement may be assigned by a Party, in part, to a new party if the new party agrees to enter into this Agreement and fully perform all assigned obligations of the Party. Prior to the assignment taking effect, the existing Water Supplier must notify the other Parties in writing of the assignment and offer the assignment on the same terms and conditions to the other existing Water Suppliers, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other existing Water Suppliers accept the right of first refusal of the assignment in writing within sixty (60) days, or the time period provided in the notice of the assignment, whichever is longer, then the other existing Water Suppliers shall be considered to have waived their right of first refusal. The preceding fright of first refusal provisions shall not apply when an existing Party makes an assignment to another existing Party.

11. DUTY TO COOPERATE. The Parties will work together in good faith to implement the terms of this Agreement. As part of this cooperation, no Party will independently pursue a Regional Permit outside the process described herein.

12. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions.

13. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than the Parties 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 the Parties.

14. CONFIDENTIAL INFORMATION AND JOINT DEFENSE.

14.1 **Parties' Common Interest.** The Parties have a common interest in seeking any Regional Permit in accordance with the approved Scope of Work. To protect this common interest, the Parties shall establish and operate under a common interest arrangement concerning third party legal challenges to the issuance of any Regional Permit and any related litigation.

14.2 **Sharing Confidential Information with Other Parties.** No Party is required to, but may in their respective sole discretion share Confidential Information with the other Parties, as set forth herein. The Parties agree that any Confidential Information that would otherwise be protected from disclosure to third parties will remain confidential and protected from disclosure to any third party under the attorney-client and work product privileges, and the Parties agree that any exchange of Confidential Information is not intended to waive any attorney-client or work product privilege.

14.3 **Using Confidential Information from Another Party.** Each Party shall use the Confidential Information received from the other Party only in furtherance of the common interest of the Parties. No other rights are implied or granted under this Agreement. Nothing contained herein obligates any Party to divulge, communicate or exchange any confidential documents and/or information. All Confidential Information shall not be copied or distributed, disclosed or disseminated in any way or form to anyone except the Parties, the Parties' attorneys or the Parties' own employees, contractors, agents or consultants who have a reasonable need to know said Confidential Information, who are advised as to the confidential and proprietary nature of such Confidential Information and who shall be bound by the restrictions on use as specified in this Agreement.

14.4 **Disclosure of Confidential Information to Third Parties.** If a third party, including any regulatory agency, requests or demands by subpoena, discovery request, public records request or otherwise, any or all of the Confidential Information or any other documents or information exchanged or made available in furtherance of the Parties' common interest, each Party will notify the other Party in writing as soon as practicable. All reasonable steps must be taken to enable a Party to assert any and all applicable rights to privileges or protections with regard to such documents or information. Additionally, a Party contesting the disclosure of Confidential Information shall have the ability to seek a judicial determination preventing the disclosure of the Confidential Information before it is disclosed to any outside party. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that Confidential Information should not be disclosed, the burden of seeking a judicial determination preventing the disclosure of the Confidential Information, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim. Nothing herein is meant to contravene any applicable provision of chapter 119, Florida Statutes. To the extent that a document constitutes a public record under chapter 119, Florida Statutes, and is not otherwise exempt from production, the

originator of the document must be notified prior to or contemporaneous with the production of the document to the extent feasible. Additionally, nothing herein shall be construed to expand the scope of chapter 119, Florida Statutes, or to include documents as public records which would not otherwise be considered public records under chapter 119, Florida Statutes. Absent a judicial determination preventing the disclosure of Confidential Information, a Party complying with chapter 119, Florida Statutes, or other applicable requests for disclosure shall not be deemed to have violated this Section.

15. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of chapter 119, Florida Statutes, and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all project documents and materials that are subject to the provisions of chapter 119, Florida Statutes. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed, nor is intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.

16. NOTICES. All notices provided for in this Agreement must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested, and the notice sent by certified mail or registered mail is received by the Party upon which notice is given, and a copy is simultaneously sent to the Party's Project Representative or Project Administrator by email. A copy shall also be sent to all other Parties by U.S. Mail and by email to the Party's Project Representatives or Project Administrator. All notices shall be delivered or sent to the Parties at their respective ad-

dress shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Parties. If any notice is sent by mail, it shall be deemed to be given on the third day following mailing, which is not a Saturday, Sunday or a day on which the United States Mail is not delivered:

As to Cocoa:	City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922
With copy to:	Utilities Director City of Cocoa 351 Shearer Boulevard Cocoa, Florida 32922
	City Attorney City of Cocoa 65 Stone Street Cocoa, Florida 32922
As to County:	County Administrator Orange County Government P.O. Box 1393 Orlando, Florida 32802
With copy to:	Utilities Director Orange County Utilities 9150 Curry Ford Road Orlando, Florida 32825
	County Attorney Orange County Attorney's Office P.O. Box 1393 Orlando, Florida 32802

As to OUC:	General Manager & CEO Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
With copy to:	General Counsel Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
As to TWA:	Executive Director Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
With copy to:	General Counsel Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
As to ECFS:	Vice-President 4550 Deer Park Road St. Cloud, Florida 34773
With copy to:	Hopping, Green & Sams P.O. Box 6526 Tallahassee, Florida 32314
As to FRI:	President Farmland Reserve, Inc. 13754 Deseret Lane St. Cloud, Florida 34773
With copy to:	Hopping, Green & Sams P.O. Box 6526 Tallahassee, Florida 32314

17. TIME EXTENSIONS. The Parties may by Consensus extend or change any of the deadlines specified in this Agreement.

18. WAIVER. 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.

19. ENTIRE AGREEMENT. The agreements and obligations of the Parties set forth in this Agreement shall be the several, and not joint, agreements and obligations of the Parties. This Agreement, including exhibits, and the other TCR/SJR Project Agreements, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with subject matter hereof, except as specifically set forth herein. Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Agreement. Additionally nothing in this Agreement is intended to change any existing agreement between the SJRWMD and any Party to this Agreement regarding TCR.

20. 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 Orange County or Osceola County, Florida. The Parties hereby waive their right to a jury trial.

21. LIABILITY AND INSURANCE.

21.1 **Sovereign Immunity**. Cocoa, OCU, OUC and TWA 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 these Parties. Additionally, OCU, ECFS, OUC and TWA are not jointly or severally liable for any tort attributable to the Project Administrator and that only the Project Administrator shall be liable for any torts attributable to it for torts of its officers, agents, attorneys or employees under this Agreement, and then only the extent of the

waiver of sovereign immunity or limitations specified in section 768.28, Florida Statutes. Finally, the Project Administrator expressly agrees to indemnify and hold OCU, ECFS, OUC and TWA harmless from any injury that the Project Administrator or its officers, agents, attorneys, employees or invitees sustain while carrying out the Project Administrator's obligations under this Agreement.

21.2 **Indemnification**. All contracts and subcontracts for any work, goods and/or services must include hold harmless and indemnification provisions to protect all of the Parties in a form acceptable to the Parties. The consultant(s), subconsultant(s) or other contractors must provide evidence of acceptable levels and qualities of insurance and of said hold harmless and indemnity prior to commencement or work and access to any of the property of the Parties.

21.3 **Insurance**. All contracts and sub-contracts for any work goods and/or services that may involve access to FRI's lands must include a requirement that the contracting entity carry insurance acceptable to FRI protecting FRI from any liability due to the contracting entity's entry upon FRI's lands. The Project Administrator must submit draft contract language containing this language to FRI to review and allow FRI thirty (30) days to review and comment on the same. If FRI submits comments, the Project Administrator shall use all reasonable efforts to incorporate FRI's comments into the contracts and sub-contracts as applicable.

22. OWNERSHIP OF MATERIALS. Ownership and copyright to all materials and all accompanying data (in all formats) used, developed or produced pursuant to work done under this Agreement is vested in the Parties. Any source document or materials developed, secured or used in the performance of this Agreement shall be considered the property of the Party from which such documents or materials originated.

23. CONSTRUCTION OF AGREEMENT.

23.1 The Parties acknowledge that each Party and its legal counsel participated in the negotiation of this Agreement. This Agreement shall be construed without re-

gard to any presumption or other rule requiring construction against the Party causing the Agreement to be drafted.

23.2 Words importing the singular number include the plural in each case and vice versa, and words importing persons include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, refer to this Agreement; the term "heretofore" means before the date of this Agreement is executed; and the term "hereafter" means after the date this Agreement is executed. The terms "include," "includes," and "including" shall be deemed to be followed by the words "without limitation."

23.3 Unless otherwise stated, any reference in this Agreement to any entity shall include its permitted successors and assigns.

23.4 Any headings preceding the texts of the sections and subsections of this Agreement and marginal notes appended to copies hereof are solely for convenience of reference and neither constitute a part of this Agreement nor affect its meaning, construction or effect.

23.5 All Exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement. Capitalized terms used in the Exhibits hereto, but not otherwise defined therein, shall have the respective meanings assigned to such terms in this Agreement.

23.6 In the event of a conflict between a provision of this Agreement and a provision of any Exhibit to this Agreement, the provisions of this Agreement and the Exhibit shall be read as one Agreement and each provision is to be construed in harmony with the other provision to give each provision a reasonable meaning and avoid any interpretation that renders one or more provisions useless or redundant. Under the circumstances when a provision of the Agreement cannot be reconciled with a provision of the Exhibit, the provision in the Agreement shall prevail.

23.7 In the event of a conflict between this Agreement and the General Implementation Agreement, the General Implementation Agreement shall prevail.

23.8 External documents, instruments, or other writings, drafts, mediator's notes, notes of any of the Parties, or other materials produced during the TCR/SJR mediation sessions attended by the Parties shall not be used to interpret this Agreement or be used to resolve any conflict between this Agreement and any other TCR/SJR Project Agreement or instrument.

24. TERM, TERMINATION.

24.1 The term of this Agreement commences upon its Effective Date and shall remain in effect for an initial term until completion of the Scope of Work or ten (10) years from the Effective Date, whichever is less, unless renewed by Consensus of all the Parties prior to the expiration date. The initial term shall be tolled by any pending legal challenges to issuance of any Regional Permit.

24.2 Unless otherwise agreed to by the Parties, the Agreement shall terminate early, if:

24.2.1 The General Implementation Agreement should terminate; or

24.2.1 Upon Consensus of all the Parties at any time.

25. AMENDMENT. This Agreement may be amended only if all the Parties agree. Amendments must be written and be signed by all Parties.

25. COMPLIANCE WITH APPLICABLE LAW. The Parties, their employees, contractors, subcontractors and assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this Agreement.

26. DEFAULT AND REMEDY.

26.1 **Default**. 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.

26.2 **Notice of Default and Opportunity to Cure**. Upon occurrence of a Default by any Party, one or more of the other Parties shall deliver written notice to the Party in Default in the manner provided in Section 16, identifying the specific nature of the Default therein. The Party in Default shall have thirty (30) days within which to cure such Default. Provided, if the Default is of such a nature that it cannot be cured within thirty (30) days, the Party in Default shall have such additional time as may be necessary to cure the Default, so long as within said period, the Party in Default commences the cure and diligently prosecutes such cure until completion.

26.3 **Remedy for Default.** For any Default not cured as provided in Section 26.2, above, non-defaulting Parties, may individually or jointly seek specific performance arising from such Default.

26.4 **Mediation**. Prior to seeking any remedy for a Default as provided in Section 26.3, a Party shall seek to mediate the dispute with the Party in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Parties a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within ten (10) days after receipt of the notice from the requesting Party, the other Parties shall, in writing, provide notice of either the selection of one of the mediators proposed by the requesting Party or offering a list of three additional mediators for consideration. Within ten (10) days of the requesting Party's receipt of the notice, the Parties shall meet for the purpose of selecting one of the mediators proposed by any of the Parties. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter under consideration. Within twenty (20) days after a mediator is named by the Parties, a time and date for the mediation shall be scheduled and documented in writing. The mediation shall be conducted ex-

peditiously and the location of the mediation shall be at a location mutually selected by the Parties, or at a location of the mediator's choosing if the Parties can't agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their respective attorney's fees, expert fees and other related expenses. Any settlement achieved through mediation shall be made in writing with a copy delivered to all the Parties.

26.5 **Force Majeure Event**. 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 Parties. The Parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a Party from carrying out this Agreement.

27. ATTORNEY'S FEES. Each Party shall bear its own attorney's fees, costs, and expenses in any litigation, suit, dispute, controversy, arbitration, mediation, or proceeding, including appellate proceedings involving another Party, arising out of, based on, or related to, this Agreement. This is not intended to prevent Cocoa from collecting its attorney's fees, costs and expenses to fund the Scope of Work.

28. MISCELLANEOUS PROVISIONS.

28.1 No Party shall be deemed to be an agent of another Party nor shall represent that it has the authority to bind another Party.

28.2 In computing any period of time under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday, or legal holiday, the period of time shall run

until the end of the next calendar day which is not a Saturday, Sunday, or legal holiday.

28.3 Nothing in this Agreement shall be deemed a waiver of any government Party's police powers.

[*Signature pages to follow*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the City of Cocoa, Florida

CITY OF COCOA, a Florida municipal corporation

By: _____
Henry U. Parrish III
Mayor

ATTEST:

By: _____
Carie Shealy, MMC

APPROVED AS TO FORM:

_____
Anthony A. Garganese, Esq.
City Attorney

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Orange County, Florida

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: _____
for Deputy Clerk

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Orlando Utilities Commission.

ATTEST:

ELIZABETH M MASON
Print Name

Elizabeth M Mason

ORLANDO UTILITIES COMMISSION

By: _____
Kenneth P. Ksionek,
General Manager & CEO

Approved as to form and legality,
OUC Legal Department

By: _____

Date: 8/30/17

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Tohopekaliga Water Authority.

TOHOPEKALIGA WATER AUTHORITYT
an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature

By: _____
Tom E. White, Vice Chair
Board of Supervisors

Date: August 30, 2017

ATTEST:

_____
Clarence L. Thacker, Secretary

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by East Central Florida Services, Inc.

EAST CENTRAL FLORIDA SERVICES, INC.

By: _____
K. Erik Jacobsen, President

Attest: David R. Wright

Date: 8/23/2017

Approved as to Form:

_____
Eric T. Olsen, Esq.
Legal Counsel

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Farmland Reserve, Inc.

FARMLAND RESERVE, INC.

By: Don M. Sleight

Don M. Sleight, Chief Executive Officer

Attest: Diane Lent

Date: 8/16/2017

Approved as to Form:

Eric T. Olsen, Esq.,
Legal Counsel

EXHIBIT A – REGIONAL PERMITS

PERMIT	PERMITTEE OR SIGNATOR
CUP – Permit to withdraw the Additional TCR/SJR Quantity from the TCR/SJR Project	All Water Suppliers.
NEPA – Determination of a documentation level class of action, Categorical Exclusion, an Environmental Assessment and Finding of No Significant Impact or Environmental Impact Statement and Record of Decision for environmental effects of TCR/SJR Project	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
ERP – Construction of SJR intake structure(s), raw water pipelines from the SJR to TCR, TCR discharge structure, and TCR intake structure(s) and associated Authorization to Use Sovereign Submerged Lands	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
404 Permit – Construction of the SJR intake structure, raw water pipelines from the SJR to TCR, TCR discharge structure(s), and TCR intake structure.	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
NPDES Permit – Discharge of SJR Water into TCR (does not encompass separate NPDES Permits for construction activities)	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
Lease or Other Authorization for Use of State Lands – If the SJR intake(s) is located on the Tosohotchee State Preserve or other state owned lands.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in SJR Intake – If the SJR intake is not located on the Tosohotchee State Preserve or other state owned lands, then a legal instrument demonstrating a proprietary interest in the location will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in Raw Water Transmission Lines – Legal instrument demonstrating a proprietary interest in the route of the raw water pipelines from the SJR to TCR will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in TCR Discharge Structure – Legal instrument demonstrating a proprietary interest in the location of the discharge structure on the L-73 levee or another location will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in TCR Intake Structure – If TCR intake structure is different from the one currently owned and operated by the City or, if the existing intake structure will need to be modified, a legal instrument demonstrating a proprietary interest in the location of the intake structure on the L-73 levee will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.

EXHIBIT B – SUMMARY SCOPE OF WORK

INTRODUCTION

The work contemplated under this Agreement is to prepare permit applications and obtain the Regional Permits for the TCR/SJR Project. The following tasks and descriptions generally describe the anticipated consulting services required under this Agreement. It is anticipated that multiple consultants that provide services including but not limited to engineering, surveying, environmental, geotechnical, hydrogeological, water quality, ground, surface and hydraulic modeling, public water supply demand projections, property acquisition, public relations, appraisal and legal services may be required.

TASK 1 – PERMIT ENGINEER REPORT TASK

In order to meet Regional Permit application requirements, the consultant selected under this Agreement shall prepare a comprehensive Permit Engineering Report. At the direction of the Project Administrator, this Permit Engineering Report shall either be a new engineering report or an update to the Preliminary Design Report completed by the Water Suppliers in 2009. In addition, to meeting Regional Permit application requirements, the Permit Engineering Report may contain additional efforts as specified under this Agreement.

TASK 2 – CUP APPLICATION PREPARATION

There are three primary demonstrations required of a CUP applicant: the use of water is needed and a reasonable-beneficial use, the use of water will not interfere with the any presently existing legal use of water, and the use of water is consistent with the public interest. The Additional TCR/SJR Quantity will be a new use from the SJR and an increase of an existing use from TCR.

The underlying concept of the CUP application process is that the Water Suppliers will provide water supply utility-specific information on their systems that is relevant to the application process relative to the conditions for issuance of a CUP with a fifty (50) year duration. The technical consultant will consolidate this information into a single body of work that represents the Water Suppliers' participation individually and as a whole. The CUP application will be compartmentalized consisting of the completed application document with supporting documents for the various demonstrations and supplemental information provided as attachments.

This task will include development of a hydrologic model, including a system operation schedule and mixing analysis for the SJR and TCR water supply to estimate the available yield and reliability of the system. The system operation schedule used in the modeling is intended to function within the constraints of the revised TCR regulation schedule and any existing MFLs on the SJR and Taylor Creek, considering the water quality of the SJR and resulting in acceptable water quality. This mixing analysis will also consider the impact of water from the SJR on the use of TCR for agricultural purposes as set forth in greater detail in Task 6 below.

It is assumed that existing documents provide much of the technical water resource evaluation information that would be required to support the CUP application. Technical documents that could be used include:

- Final and draft MFL documents on the SJR and Taylor Creek prepared by the SJRWMD Water Supply impact Study.
- SJR/TCR Water Supply Project Environmental Information Document and Preliminary Design Engineering Report (2009 EID), CH2M/PB Water Joint Venture, Orlando, Florida, September 2009
- Technical Publication SJ2006-2: District Water Supply Plan – 2005, SJRWMD, Palatka, Florida, 2006.
- CFWI Plan

TASK 3 – NEPA

A NEPA determination is triggered by major federal action. Major federal action in this context could be a major federal permit, a change in the U.S. Army Corps of Engineers' regulation schedule for TCR, or federal funding. NEPA could be triggered by a 404 Permit for improvements to the L-73 levee and expansion of the S-164 structure, a change in the U.S. Army Corps of Engineers' regulation schedule for TCR, a 404 Permit for the SJR intake structure, a 404 Permit for the TCR discharge structure, a 404 Permit for a new TCR intake structure or modification to the existing TCR intake structure, an NPDES Permit for the discharge of SJR water to TCR, or the receipt of Federal Funding. As part of this task, close coordination with the SJRWMD regarding their improvements to the L-73 levee, expansion of the S-164 structure and modification of the U.S. Army Corps of Engineers' regulation schedule for TCR is required. If NEPA is triggered, an Environmental Information Document and a Categorical Exclusion, Environmental Assessment or an Environmental Information Statement will be needed. The outcome of meetings with the U.S. Army Corps of Engineers and the SJRWMD will provide the direction needed for a NEPA determination, the level of documents needed and the integration of similar work-product by the SJRWMD and the Water Suppliers with regards to the TCR/SJR Project.

It is assumed that at a minimum an Environmental Information Document level analysis will be required. It is further assumed that the 2009 EID would be the starting point for the NEPA analysis.

TASK 4 – JOINT ERP/404 PERMIT AND AUTHORIZATION FOR USE OF SOVEREIGN SUBMERGED LAND PERMIT APPLICATION

At least one and possibly more than one Joint Application for Individual and Conceptual Environmental Resource Permit/Authorization to Use State Owned Submerged Lands/Federal Dredge and Fill Permit will be required for construction of the SJR intake structure, the raw water pipelines from the SJR to TCR, the TCR discharge structure, a new TCR intake structure or modifications to the existing TCR intake structure and Dyal WTP modifications. This task may include the consideration of effects on threatened and endangered species, and historical and cultural resources.

A joint application was prepared as part of the 2009 EID. It is assumed this application would be the starting point for any joint application(s).

TASK 5 – NPDES PERMIT APPLICATION

An NPDES Permit may be needed to discharge water withdrawn from the SJR into TCR from blending differing qualities of water. This can be determined with coordination with the Department of Environmental Protection. It is assumed this determination will take into account the mixing analysis described above in connection with Task 2.

TASK 6 – LEASE OR OTHER AUTHORIZATION FOR USE OF STATE LANDS AND PROPRIETARY INTERESTS IN PROJECT FACILITIES

The ERP and 404 Permit will require ownership or control of the property on which the SJR intake structure, the raw water pipelines from the SJR to TCR, the TCR discharge structure and possibly the TCR intake structure. The 2009 Environmental Information Document/Preliminary Design Report assumed the SJR intake structure would be located on the Tosohotchee State Preserve. If that proves to be the ultimate location, then a long-term lease or other authorization from the State of Florida will need to be obtained. If an alternative location for the SJR intake structure is selected, then legal instruments demonstrating a proprietary interest in the underlying real estate will be required. Similarly legal instruments demonstrating a proprietary interest in the underlying real estate in the route of the raw water pipelines from the SJR to TCR

will be required. Since the SJRWMD has an interest in the land comprising the L-73 Levee as part of a project administered on behalf of the United States Army Corps of Engineers, a legal instrument demonstrating a proprietary interest in the location of the TCR discharge structure will be required. Finally, for the same reasons expressed with regards to the proposed TCR discharge structure, a legal instrument demonstrating a proprietary interest may need to be obtained for the TCR intake structure.

TASK 7 – JOINT USE EVALUATION

As specified under this Agreement, prepare an evaluation of the effect of the construction and operation of the TCR/SJR Project on water quality in TCR, which may include a mixing analysis for the SJR and TCR waters. As specified under this Agreement, the technical consultant will conduct this evaluation in the manner specified in the General Implementation Agreement. The agricultural water quality parameters to be considered in this evaluation are Chlorides, Sodium, Specific Conductance, Fluoride, Total Phosphorus and Total Nitrogen. This information will be used to determine any constraints on the quality of water in TCR as part of the basis for developing operating protocols that will maximize the yield of TCR for public water supply and protect the quality of water used for agricultural purposes.

As specified under this Agreement, develop plans, tools and protocols for the operation of all phases of the TCR/SJR Project to achieve the following: (a) ensure compliance with the MFLs and other constraints on the withdrawal of water from the TCR and SJR; (b) protect the presently permitted use of TCR by Cocoa, as specified in Section 8.2; (c) maximize the yield and protect the water quality of TCR for both public water supply and agricultural purposes, as specified in the General Implementation Agreement; and (d) allow ECFS for the agricultural water supply portion, and the Water Suppliers for the public water supply portion, of the TCR/SJR Project to withdraw water as frequently as possible and to the greatest extent possible to achieve the water allotments specified in the General Implementation Agreement. These plans, tools and protocols may include a system operation schedule. The technical consultant shall submit these plans, tools and protocols to the Water Suppliers for review and approval. Approval of the plans, tools and protocols shall be as specified in the General Implementation Agreement.

TASK 8 – COMMUNICATIONS AND COORDINATION

During the course of this project, regularly scheduled meetings and milestone specific meetings will be necessary to keep the team current on project events and to obtain timely interactions, input and comments on, and approval of project deliverables. For this project, monthly project meetings with the Water Suppliers should be planned.

Additionally, the project may include the following components:

- Public involvement strategy
- Outreach activities
- Media outlet list
- Property owner and interested parties mailing list
- Public involvement schedule
- Local government coordination strategy
- Public meeting strategy.

TASK 9 – REGIONAL PERMIT COMPLIANCE

In the event that a Regional Permit is issued prior to the initiation of Phase 2 of the TCR/SJR Project as described in the General Implementation Agreement, the Water Suppliers may be required to initiate compliance activities. The scope and frequency of these compliance activities is presently unknown but could include, but not be limited to, hydrologic monitoring or water quality sampling. As specified under this Agreement, the consultant will initiate and maintain compliance with Regional Permits.

EXHIBIT G

TCR/SJR Transmission Line Agreement

TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT

TRANSMISSION LINE AGREEMENT

This **TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT TRANSMISSION LINE AGREEMENT** (Agreement) is made and entered into this _____ day of _____, 2017 by and between **EAST CENTRAL FLORIDA SERVICES, INC.**, a Florida corporation, ("ECFS"), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("OCU"), **ORLANDO UTILITIES COMMISSION**, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature ("OUC"), **TOHOPEKALIGA WATER AUTHORITY**, a special district created by special act of the Florida Legislature ("TWA"), the **CITY OF COCOA**, a Florida municipal corporation ("Cocoa"), and **FARMLAND RESERVE, INC.**, a Utah non-profit corporation ("FRI")(collectively the "Parties" including FRI and Cocoa, collectively the "Water Suppliers" excluding FRI and collectively either the "Raw Water Transmission Line Parties" or the "Finished Water Transmission Line Parties" for the Water Suppliers participating in the implementation of any TCR/SJR Finished Water Transmission Line Project or any TCR/SJR Raw Water Transmission Line Project).

1. DEFINITIONS. As used in this Agreement:

   1.1 "528 Alternative" means one of three identified potential routes for a TCR/SJR Finished Water Transmission Line Project and/or a TCR/SJR Raw Water Transmission Line Project, as specified in **Exhibit A** to this Agreement.

   1.2 "Additional TCR/SJR Quantity" means an additional estimated 23.67 MGD to 33.67 MGD long-term annual average that would be available from TCR for public water use by blending water from the SJR with water contained in TCR to increase the yield and reliability of TCR upon completion of the TCR Levee Improvements.

1.3 "Base Charge" means for any Fiscal Year, that component of the TCR/SJR Finished Water Transmission Line Project Charge or TCR/SJR Raw Water Transmission Line Project Charge computed according to Section 14.

1.4 "Bidding Budget" means the approved maximum cost for the award of construction contracts. The Bidding Budget is set at the completion of the final design for the specific infrastructure as noted in this Agreement.

1.5 "Book Value" means the difference between the total Capital Cost of an asset and its accumulated depreciation.

1.6 "Capital Cost" means the one-time expenses incurred for acquisition of real property, tangible property and intangible property, the construction of tangible personal property, engineering and other expenditures required for construction or expansions of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, or Environmental Permitting activities and associated engineering that are not directly incorporated into the TCR/SJR Finished Water Transmission Line Charge or TCR/SJR Raw Water Transmission Line Charge.

1.7 "Confidential Information" means any documents, communications or other information disclosed to one or more Parties by another Party in furtherance of the Parties' common interest.

1.8 "Consensus" means, (a) when applied to the Procurement Committee, the unanimous consent of all the Procurement Committee Members present at a Procurement Committee meeting, which shall be recorded in the minutes of the Procurement Committee meeting, and, (b) when applied to the Parties, the Water Suppliers, the Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties, the unanimous consent of all the Parties, Water Suppliers, Finished Water Transmission Line Parties or Raw Water Transmission Line Parties, as applicable, which shall be recorded in a letter agreement executed by

the director or executive officer of each Party, Water Supplier, Finished Water Transmission Line Party or Raw Water Transmission Line Party, if expressly required by the Agreement or, if requested by one or more of the Parties, Water Suppliers, Finished Water Transmission Line Parties or Raw Water Transmission Line Parties.

1.9 "Construction Budget" means the approved maximum cost for the actual construction of specific infrastructure noted herein, including contingency. The Construction Budget is set after the bidding and selection of a contractor or contractors.

1.10 "Cost Allocations" means each participating Party's portion of the TEC for the Routing Study, as set forth in Section 5.1 of this Agreement.

1.11 "County Line Alternative" means one of three identified potential routes for a TCR/SJR Finished Water Transmission Line Project and/or Raw Water Transmission Line Project, as specified in **Exhibit A** to this Agreement.

1.12 "Delivery Point" means the authorized points of connection between a participating Finished Water Transmission Line Party's water system and a TCR/SJR Finished Water Transmission Line Project or between a participating Raw Water Transmission Line Party's water system and a TCR/SJR Raw Water Transmission Line Project.

1.13 "Design Budget" means the preliminary estimated construction cost developed for the infrastructure, as noted herein, which is set after the completion of a TCR/SJR Finished Water Transmission Line Project PDR(s) and/or a TCR/SJR Raw Water Transmission Line Project PDR(s).

1.14 "Dyal POC" means the point(s) where the Dyal WTP connects to one or more TCR/SJR Finished Water Transmission Line(s) or TCR/SJR Raw Water Transmission Line(s).

1.15 "Dyal WTP" means that public water treatment facility, associated infrastructure, and real property rights owned by Cocoa and located off State Road 520 in east Orange County, as may be acquired, upgraded and expanded pursuant to the General Implementation Agreement or by Cocoa separately.

1.16 "Effective Date" means the date all the TCR/SJR Project Agreements are fully executed by the parties to each contract. Cocoa shall memorialize the Effective Date and provide a notice of the Effective Date to all the Parties.

1.17 "Enterprise Fund" means a separate fund wherein all revenues and expenditures are maintained and reported and are not comingled with the revenues and expenses for any general fund or other user fee based funds.

1.18 "Environmental Permit(s)" means all permits licenses or other third party approvals necessary for the acquisition, construction, management or operation of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.

1.19 "Finished Water" means treated water that meets all applicable potable water treatment levels prescribed by the Florida Department of Environmental Protection in chapter 62-550, Florida Administrative Code, as well as other applicable regulations.

1.20 "Finished Water Transmission Line Parties" means all the Water Suppliers participating in a TCR/SJR Finished Water Transmission Line Project.

1.21 "Fiscal Year" means a twelve (12) month period which commences on October 1 of each year and ends on the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year of a Project Administrator.

1.22 "Fixed Operation and Maintenance Cost" means all Operation and Maintenance Cost, other than Variable Operation and Maintenance Cost.

1.23 "Force Majeure Event" means any 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 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 even; (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.

1.24 "General Implementation Agreement" means the Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement entered into by the Parties governing the overall development and operation of the TCR/SJR Project.

1.25 "Majority" means, (a) when applied to the Procurement Committee, more than fifty (50%) percent under either a Straight Vote or Weighted Vote and, (b) when applied to participating Finished Water Transmission Line Parties or participating Raw Water Transmission Line Parties, more than fifty (50%) percent under the Weighted Vote Method.

1.26 "Meters" means collectively, those certain water meters and appurtenant recording and transmitting devices to be installed and owned by the Project Administrator for every Delivery Point to its specific TCR/SJR Finished Water Trans-

mission Line Project or TCR/SJR Raw Water Transmission Line Project, as specified in Section 13, which are used to measure and bill the quantity of water being delivered to each participating Finished Water Transmission Line Party or each participating Raw Water Transmission Line Party.

1.27 "MGD" means a flow rate measured in million gallons per day.

1.28 "Operation and Maintenance Cost" means any and all costs incurred by a Project Administrator in operating, maintaining and administering a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, including, but not limited to, related operation, maintenance, management, security and development; labor and labor overhead cost; cost associated with tools, equipment, vehicles, supplies, materials, services and support for the operation, maintenance, management, security and development of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; any cost of litigation or legal judgment against the Project Administrator relating to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; development expenses relating to expansion of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; all costs incurred in planning or applying for, obtaining, maintaining and defending permits; administrative, billing, accounting, legal, insurance and engineering expenses related to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; ordinary and current rentals of equipment or other property related to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; payments in lieu of taxes, and administrative costs incurred by a Project Administrator for management of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. Operation and Maintenance Cost do not include any expenses constituting a Capital Cost or a Renewal and Replacement Cost.

1.29 "Parties" means OCU, OUC, ECFS, TWA, Cocoa and FRI.

1.30 "Phase 4 Dyal Treatment Project Administrator" shall have the same meaning as in the General Implementation Agreement.

1.31 "Phase 4 Dyal Treatment System" shall have the same meaning as in the General Implementation Agreement.

1.32 "Phase 4 Non-Dyal Treatment Project Administrator" shall have the same meaning as in the General Implementation Agreement.

1.33 "Phase 4 Non-Dyal Treatment System" shall have the same meaning as in the General Implementation Agreement.

1.34 "Phase 4 Treatment POC" means a point(s) where a Phase 4 Non-Dyal Treatment System connects to one or more TCR/SJR Finished Water Lines(s). If Cocoa is the only provider of Finished Water in Phase 4 of the General Implementation Agreement, there is no Phase 4 Treatment POC(s).

1.35 "Procurement Committee" means a committee consisting of the Project Manager and the Project Representatives appointed by the Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties, as the case may be, pursuant to Sections 4.4 for the sole purpose of selecting the technical consultant(s) to implement the Routing Study specified in Section 3 or a component of the Scope(s) of Work specified in Section 8.1. The Procurement Committee shall be dissolved after each selection of a technical consultant.

1.36 "Procurement Committee Member" means the Project Manager or a Project Representative, when acting as a member of the Procurement Committee.

1.37 "Project Administrator" means the Water Supplier having overall responsibility for administering the Routing Study or administering a specific TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Pro-

ject. The Project Administrator will be selected in the manner specified in Section 7.

1.38 "Project Manager" means the person or alternate designated by the Project Administrator to manage the Project Administrator's responsibilities under this Agreement.

1.39 "Project Representative" means the person or alternate, who is not a Procurement Committee Member or the Project Administrator, designated by each participating Finished Water Transmission Line Party or participating Raw Water Transmission Line Party to work with the Project Administrator and the Project Manager regarding the management and implementation of a specific TCR/SJR Finished Water Transmission Line Project or a specific TCR/SJR Raw Water Transmission Line Project.

1.40 "Prudent Utility Practice" means any of the practices, methods and acts engaged in, or approved by, a significant portion of the public water supply utility industry in the United States during the relevant time period; or any of the practices, methods and acts, which, in the exercise of reasonable judgment in light of the facts known, or that should have been known, at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with the applicable legal, engineering, reliability, safety and time requirements.

1.41 "Quorum" means, as applied to the Procurement Committee, at least a Majority of Procurement Committee Members and consistent with the applicable law.

1.42 "Raw Water" means water withdrawn from TCR or the SJR by Cocoa that is not treated to Finished Water standards.

1.43 "Raw Water Transmission Line Parties" means all the Water Suppliers participating in a TCR/SJR Raw Water Transmission Line Project.

1.44 "Renewal and Replacement Cost" means all cost incurred by a Project Administrator for the renewal, replacement, upgrade and improvement of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.

1.45 "Routing Study" means the activities authorized under this Agreement, as specified in Section 3.

1.46 "Scope of Work" means the design of the components of a TCR/SJR Finished Water Transmission Line Project, the components of a TCR/SJR Raw Water Transmission Line Project and the acquisition of any necessary real property interests in consideration of the selected transmission line route, as specified in Section 8.1.

1.47 "SJR" means the St. Johns River.

1.48 "SJRWMD" means the St. Johns River Water Management District.

1.49 "Straight Vote" means that each Procurement Committee Member voting on a decision has one equal vote.

1.50 "Substantial Deviation" means that the design or construction of all or a part of the infrastructure to be constructed according to this Agreement is materially different from the design last approved by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties or the cost exceeds the approved Bidding, Construction or Design Budget(s).

1.51 "TCR" or "Taylor Creek Reservoir" means the Taylor Creek Reservoir, an impoundment created by the construction of Levee 73 (L-73) and a water control structure (S-164) as part of the Upper St. Johns River Basin portion of the Central and Southern Florida Federal Control Project and, as of the Effective Date, impounds water on land in the upper portion of Taylor Creek and Cox Creek, tributaries of the SJR and located on lands in Orange and Osceola Counties, Florida.

1.52 "TCR Levee Improvements" means structural alterations to L-73 and associated infrastructure to allow the water level in the TCR to be raised above the regulation schedule in effect as of the Effective Date.

1.53 "TCR/SJR Finished Water Transmission Line" means a transmission line constructed pursuant to this Agreement for the sole purpose of transporting Finished Water from the Dyal POC(s) or Phase 4 Treatment POC(s) to the Delivery Points.

1.54 "TCR/SJR Finished Water Transmission Line PDR" means one or more written reports setting forth the general design and implementation and opinion of probable cost for components of a TCR/SJR Finished Water Transmission Line Project, including any amendments thereto.

1.55 "TCR/SJR Finished Water Transmission Line Project Charge" means for any Fiscal Year, the charge established by a Project Administrator pursuant to Section 14 for development, construction, operation and management of a TCR/SJR Finished Water Transmission Line Project. This charge is composed of the Base Charge and Variable Charge.

1.56 "TCR/SJR Finished Water Transmission Line Project" means a project authorized by this Agreement for the purpose of routing, location, right-of-way acquisition, design, construction, permitting, maintenance and ownership of the facilities connecting the Dyal POC(s) or the Phase 4 Treatment POC(s) and the Delivery Points, including any TCR/SJR Finished Water Transmission Line(s) and any needed water supply system improvements.

1.57 "TCR/SJR Project" means a regional alternative water supply project withdrawing surface water from TCR and, in the future, the SJR to augment TCR for public water supply and agricultural purposes as more specifically stated in the General Implementation Agreement.

1.58 "TCR/SJR Project Administrators" shall have the same meaning as in the General Implementation Agreement.

1.59 "TCR/SJR Project Agreements" mean this Agreement, the General Implementation Agreement and those other agreements identified in Section 3.2 of the General Implementation Agreement.

1.60 "TCR/SJR Raw Water Transmission Line" means a transmission line constructed pursuant to this Agreement for the sole purpose of transporting Raw Water to the Delivery Points.

1.61 "TCR/SJR Raw Water Transmission Line PDR" means one or more written reports setting forth the general design and implementation and opinion of probable cost for components of a TCR/SJR Raw Water Transmission Line Project, including any amendments thereto.

1.62 "TCR/SJR Raw Water Transmission Line Project" means a project authorized by this Agreement for the purpose of routing, location, right-of-way acquisition, design, construction, permitting, maintenance and ownership of the facilities connecting the POCs and Delivery Points, including any TCR/SJR Raw Water Transmission Line(s) and any needed water supply system improvements.

1.63 "TCR/SJR Raw Water Transmission Line Project Charge" means for any Fiscal Year, the charge established by a Project Administrator pursuant to Section 14 for development, construction, operation and management of a TCR/SJR Raw Water Transmission Line Project. This charge is composed of the Base Charge and Variable Charge.

1.64 "TEC" means the total estimated cost to complete the Routing Study.

1.65 "Variable Operation and Maintenance Cost" means all Operation and Maintenance Cost that change in direct proportion to changes in the volume of water conveyed through a TCR/SJR Finished Water Transmission Line Project or a

TCR/SJR Raw Water Transmission Line Project, including operation of any pump stations or booster pump stations that are part of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.

1.66 "Variable Charge" means for any Fiscal Year that component of the TCR/SJR Finished Water Transmission Line Project Charge or the TCR/SJR Raw Water Transmission Line Project Charge computed in accordance with Section 14.

1.67 "Weighted Capacity Allotment" means each participating Finished Water Transmission Line Party's or participating Raw Water Transmission Line Party's proportionate share of capacity in a TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, respectively, weighted over the entire length of the transmission line. For example, a transmission line has a capacity of 15 MGD for the first half of its length and a capacity of 10 MGD for the second half of its length. Party A owns 10 MGD capacity in the first half of the length and 5 MGD capacity in the second half of the length, and Party B owns 5 MGD of capacity along the entire length. The Weighted Capacity Allotment for Party A would be calculated as (10 MGD/15MGD) x 50% length + (5 MGD/10 MGD) x 50% length, for a Weighted Capacity Allotment of 58.333%. The Weighted Capacity Allotment for Party B would be calculated as (5 MGD/15 MGD) x 50% length + (5 MGD/10 MGD) x 50% length, for a Weighted Capacity Allotment of 41.667%.

1.68 "Weighted Vote" or "Weighted Vote Method" (a) when applied to the Procurement Committee, means the Procurement Committee Members voting to approve a decision constitute a Majority of the Weighted Capacity Allotments in a specific TCR/SJR Finished Water Transmission Line Project or a specific TCR/SJR Raw Water Transmission Line Project, (b) when applied to either the participating Finished Water Transmission Line Parties in a TCR/SJR Finished Water Transmission Line Project or the participating Raw Water Transmission Line Parties in a TCR/SJR Raw Water Transmission Line Project, means the participating Finished

Water Transmission Line Parties or the participating Raw Water Transmission Line Parties voting to approve a decision by a Majority of their Weighted Capacity Allotments in the specific TCR/SJR Finished Water Transmission Line Project or in the specific TCR/SJR Raw Water Transmission Line Project, except as otherwise agreed to by a Consensus of the participating Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties, and (c) when applied to the Parties participating in the Routing Study, means the participating Parties voting to approve a decision by a Majority of their Cost Allocations in the Routing Study, except as otherwise agreed to by a Consensus of the Parties participating in the Routing Study.

1.69 "Wellfield/Wewahootee Alternative" means one of three potential routes for a TCR/SJR Finished Water Transmission Line and/or a TCR/SJR Raw Water Transmission Line, as specified in **Exhibit A** to this Agreement.

1.70 "Wholesale Water Supply Contract" means that contract entered into between Cocoa and the other Water Suppliers, as defined in the General Implementation Agreement.

2. AUTHORITY. The Agreement is a legally binding contract, which has been entered into by the Parties under the following the authorities:

2.1 **Cocoa.** Cocoa, A Florida municipal corporation, enters into this Agreement under the authority of its home rule powers, as well as sections 166.021, and 180.02, Florida Statutes and chapter 57-1232, Law of Florida.

2.2 **OCU.** OCU, a charter county, enters into this Agreement under the authority of its home rule powers, as well as sections 125.01(1)(k)1, 125.01(1)(p), 125.01(3)(a) and 153.03(6), Florida Statutes, which authorize counties to enter into agreements with other public agencies and private corporations to accomplish goals for providing water to their customers.

2.3 **OUC.** OUC, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature, enters into this Agreement under the authority of sections 6 and 9 of chapter 9861, Laws of Florida (1923), as amended.

2.4 **TWA.** TWA, an independent special districted created by special act of the Florida Legislature, enters into this Agreement under the authority of section 10(1), chapter 2003-368, Laws of Florida.

2.5 **ECFS.** ECFS enters into this Agreement under the authority of its corporate charter.

2.6 **FRI.** FRI enters into this Agreement under the authority of its corporate charter.

3. ROUTING STUDY. The Parties agree the activities associated with the Routing Study are as specified in **Exhibit B** to this Agreement. The TEC for the Routing Study shall not exceed [**$100,000.00**].

4. ADMINISTRATION.

4.1 A Project Administrator will be designated for the Routing Study, each TCR/SJR Finished Water Transmission Line Project, and each TCR/SJR Raw Water Transmission Line Project. The Project Administrator for the Routing Study shall be selected within thirty (30) days of the Effective Date. If OCU is a participating Finished Water Transmission Line Party or a participating Raw Water Transmission Line Party for a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project utilizing the 528 Alternative, it will be the Project Administrator for said TCR/SJR Finished Water Transmission Line Project and TCR/SJR Raw Water Transmission Line Project. Cocoa shall be the Project Administrator for any TCR/SJR Finished Water Transmission Line Project or any TCR/SJR Raw Water Transmission Line Project utilizing the Wellfield/Wewahootee Alternative route, within the limits of Cocoa's existing wellfield. The participating Finished Water Transmission Line Parties and Raw Water

Transmission Line Parties shall select the Project Administrator for the remainder of any TCR/SJR Finished Water Transmission Line Project or any TCR/SJR Raw Water Transmission Line Project utilizing the Wellfield/Wewahootee Alternative route, which is located outside the limits of Cocoa's existing wellfield. The participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties shall select the Project Administrator for any TCR/SJR Finished Water Transmission Line Project or any Raw Water Transmission Line Project utilizing the County Line Alternative route or any route other than the 528 Alternative or the Wellfield/Wewahootee Alternative.

4.2 Within sixty (60) days of the Effective Date, with regards to the Routing Study, or within thirty (30) days of the selection of a Project Administrator for a TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, the Project Administrator for that TCR/SJR Finished Water Transmission Line Project and/or TCR/SJR Raw Water Transmission Line Project shall provide, in writing to the participating Finished Water Transmission Line Parties and/or participating Raw Water Transmission Line Parties, the name, address, phone numbers, fax numbers and email addresses of its Project Manager. The Project Manager may be changed at any time immediately upon written notice by the Project Administrator to the participating Finished Water Transmission Line Parties and/or participating Raw Water Transmission Line Parties.

4.3 No later than thirty (30) days from the selection of a Project Administrator for the Routing Study, a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, the Parties participating in the Routing Study, the Finished Water Transmission Line Parties participating in the TCR/SJR Finished Water Transmission Line Project and the Raw Water Transmission Line Parties participating in the TCR/SJR Raw Water Transmission Line Project shall each provide in writing to each other and the Project Administrator, the name, addresses, phone numbers, fax numbers and email addresses of their Pro-

ject Representative for the Routing Study, the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. The Project Representative for each Party participating in the Routing Study, for each Finished Water Transmission Line Party participating in a TCR/SJR Finished Water Transmission Line Project or for each Raw Water Transmission Line Party participating in a TCR/SJR Raw Water Transmission Line Project may be changed at any time immediately upon written notice to the other Parties participating in the Routing Study, the other Finished Water Transmission Line Parties participating in a TCR/SJR Finished Water Transmission Line Project and the other Raw Water Transmission Line Parties participating in a TCR/SJR Raw Water Transmission Line Project.

4.4 A Procurement Committee shall be formed upon identification of the Project Representatives by the Parties for the Routing Study, the Finished Water Transmission Line Parties for a TCR/SJR Finished Water Transmission Line Project and the Raw Water Transmission Line Parties for a TCR/SJR Raw Water Transmission Line Project. A Procurement Committee shall have a Chair, who will be responsible for providing all required meeting notices, preparing meeting agendas and summaries, presiding at Procurement Committee meetings and otherwise ensuring that Procurement Committee meetings comply with the open meeting requirements of section 286.011, Florida Statutes. The Project Administrator's Procurement Committee Member shall serve as the Chair. The Procurement Committee shall hold meetings on a schedule and at a location determined by the Procurement Committee, as needed to facilitate the Procurement Committee's authorized decisions, with an agenda the Procurement Committee Chair will provide prior to each meeting. Special meetings of the Procurement Committee shall be called upon written notice from the Project Manager, or upon written notice by a Majority of the Procurement Committee Members to the Project Manager requesting a special meeting. Meeting notices, including the time and location of the meeting, and the agenda for any Procurement Committee meet-

ing shall be provided in writing to all Procurement Committee Members, except in case of an emergency meeting. A Quorum shall be required for all Procurement Committee meetings. The Procurement Committee Members may attend by means of telephonic communication or electronic communication media employing any form of electronic communication the Procurement Committee selects to use as allowed by law for a board subject to the open meeting requirements of section 286.011, Florida Statutes, or successor provision. The Procurement Committee Chair shall be responsible for preparing meeting minutes.

4.5 The Parties desire and intend to encourage the Procurement Committee to decide by Consensus as often as possible. In the event Consensus is not reached, as determined by a Straight Vote of a Majority of the Procurement Committee, Procurement Committee decisions will be made by Weighted Vote, unless otherwise specified in this Agreement.

4.6 The Procurement Committee shall convene no later than sixty (60) days from the selection of a Project Administrator for the Routing Study or within forty-five (45) days of the participating Finished Water Transmission Line Parties' or the participating Raw Water Transmission Line Parties' decision to approve the Scope(s) of Work pursuant to Section 8.1 of any component of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project to develop a request for qualifications for a technical consultant. In the case of the Routing Study, the request for qualifications shall be consistent with the summary of activities contained in **Exhibit B** and in the case of any component of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, the request for proposal shall be consistent with the applicable Scope of Work. In either case, the request for qualifications for the technical consultant shall be consistent with the statutes, ordinances and rules governing procurement of consultants by the Project Administrator(s). The request for qualifications shall be completed no later than one hundred twenty

(120) days from the selection of a Project Administrator for the Routing Study, a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. The request for qualifications shall be approved by the Procurement Committee. If the Procurement Committee fails to develop and approve a request for qualifications within this one hundred and twenty (120) day period, the Project Administrator(s) shall develop the request for qualifications, which shall be deemed approved by the Committee by default. Once the request for qualifications is approved, the Project Administrator(s) shall implement the procurement process according to the statutes, ordinances and rules governing procurement of consultants by the Project Administrator(s), and notify the Procurement Committee of the outcome of the same so that the Procurement Committee can select the technical consultant. If the Procurement Committee selects the technical consultant, the Project Administrator(s) is bound by the Procurement Committee's decision. If the Procurement Committee fails to select or reject a technical consultant within forty-five (45) days after the Project Administrator(s) notifies the Procurement Committee of the results of the procurement process, then the Project Administrator(s) shall select the technical consultant, which shall be deemed approved by the Procurement Committee by default. Once the technical consultant is selected, the Project Administrator shall procure and contract with the technical consultant to implement the Routing Study and/or the Scope(s) of Work. The Administrator shall administer the contract(s) with the technical consultant.

4.7 In discharging its responsibilities the Project Administrator shall, acting through its Project Manager, and in accordance with this Agreement:

4.7.1 Prepare and publish meeting notices for the Procurement Committee.

4.7.2 Prepare and distribute meeting agendas and draft meeting minutes to the Procurement Committee.

4.7.3 Defend any challenge or protest filed with regards to procurement decisions made by the Project Administrator pursuant to this Agreement, including the retention of outside counsel to defend the action.

4.7.4 Prepare and execute contract(s) with technical consultant(s) and other professional(s).

4.7.5 Manage the activities of the technical consultant(s) or other professional(s) to assure that the contract requirements are met.

4.7.6 Solicit and approve the TCR/SJR Finished Water Transmission Line Project PDR(s), the TCR/SJR Raw Water Transmission Line Project PDR(s) and any amendments thereto.

4.7.7 Solicit and approve the Bidding Budget, Design Budget and Construction Budgets for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project.

4.7.8 Solicit and approve construction bids and approve construction contracts for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water.

4.7.9 At a frequency mutually agreed to by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties, provide the Project Representatives a detailed report, including any necessary backup documentation required by the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties as to the status of deliverables and expenditures, including project schedules and expenditures for the next month.

4.7.10 Manage the review of interim and final deliverables.

4.7.11 Coordinate regularly with the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties.

4.7.12 Initiate and process funding requests to the participating Parties for implementation of the Routing Study, provided such costs requests are cumulatively less than the TEC.

4.7.13 Establish the TCR/SJR Finished Water Transmission Line Project Charge for a TCR/SJR Finished Water Transmission Line Project, except the Routing Study, invoice any participating Finished Water Transmission Line Parties for their portion of the TCR/SJR Finished Water Transmission Line Project Charge and collect the TCR/SJR Finished Water Transmission Line Project Charge from the participating Finished Water Transmission Line Parties in accordance with Sections 14 and 15.

4.7.14 Establish the TCR/SJR Raw Water Transmission Line Project Charge for a TCR/SJR Raw Water Transmission Line Project, except the Routing Study, invoice any participating Raw Water Transmission Line Parties and collect the TCR/SJR Raw Water Transmission Line Project Charge from the participating Raw Water Transmission Line Parties in accordance with Sections 14 and 15.

4.7.15 Receive and account for funds received from the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties.

4.7.16 Process and pay invoices from consultants, other professionals and contractors.

4.7.17 Submit or modify applications for Environmental Permits necessary for the successful implementation of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project upon approval by the participating Finished Water Transmission Line Parties or

the participating Raw Water Transmission Line Parties using the Weighted Vote Method. Respond to request for additional information or clarification from regulatory agencies and provide information as needed to finalize necessary Environmental Permit applications and obtain Environmental Permits upon approval by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method. The Project Manager and Project Representatives for each TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project shall jointly develop the applications for the necessary Environmental Permits and any responses to requests for additional information or clarification from regulatory agencies.

4.7.18 Acquire real property interests for each TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, upon approval by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method.

4.7.19 Communicate with regulatory agencies and other interested persons and attend meetings as needed for implementation of the work under this Agreement. The Project Manager shall give the Project Representatives participating in a TCR/SJR Finished Water Transmission Line Project or the Project Representatives participating in a TCR/SJR Raw Water Transmission Line Project advance notice and the opportunity to attend any such meetings.

4.7.20 Negotiate the terms of any Environmental Permit or permit conditions necessary for the successful implementation of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project with the regulatory agencies jointly with the Project Representatives,

subject to approval by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method.

4.7.21 Defend any challenge or protest filed with regards to any Environmental Permits necessary to successfully implement a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, in coordination with the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties.

4.7.22 Undertake legal actions, as necessary to further the work authorized under this Agreement with the approval of the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method.

4.7.23 No later than sixty (60) days after completion of a TCR/SJR Finished Water Transmission Line Project, a TCR/SJR Raw Water Transmission Line Project or termination of this Agreement, whichever is applicable, the Project Administrator(s) shall provide the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties with an accounting of the expenditures of funds and shall reimburse to the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties any unexpended funds contributed by each of the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties.

4.7.24 Coordinate regularly with the TCR/SJR Project Administrators to facilitate and maintain the connection of the TCR/SJR Finished Water Transmission Line Project(s) and the TCR/SJR Raw Water Transmission Line Project(s) to their respective Dyal POC(s) and Phase 4 POC(s) in support of the Wholesale Water Supply Contract.

4.7.25 Measure delivery of Finished Water and/or Raw Water to the Delivery Points and report this information to the TCR/SJR Project Administrators by the 5th day of each month or such other deadline as specified in the Wholesale Water Supply Contract.

5. FUNDING.

5.1 The TEC for the Routing Study shall not exceed $100,000.00 The participating Parties agree to fund the TEC according to the Cost Allocations shown in the table set forth below. Amendments to the TEC are subject to Consensus approval by the participating Parties. Any amendments to the TEC for the Routing Study shall be reflected by written agreement executed by the participating Parties.

Finished Water Transmission Line Party	**Percent (%)**	**Cost Allocation ($)**
OUC	30%	$30,000
TWA	10%	$10,000
ECFS	60%	$60,000
Total	100%	$100,000

5.2 The participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will be assigned a portion of the Capital Cost for the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project in proportion to the Weighted Capacity Allotment held by each of the participating Finished Water Transmission Line Parties or Raw Water Transmission Line Parties in said projects. Each participating Finished Water Transmission Line Party or Raw Water Transmission Line Party shall pay its portion of the Capital Cost. The payment of a participating Finished Water Transmission Line Party's or a participating Raw Water Transmission Line Party's portion of the Capital Cost shall be made to the Project Administrator in full up-

on reasonable notice by the Project Administrator according to a schedule approved by a Weighted Vote of the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties for a TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, whichever comes first.

5.3 The Project Administrator shall establish a TCR/SJR Finished Water Transmission Line Project Charge to pay for the development, construction, expansion, operation and maintenance of a TCR/SJR Finished Water Transmission Line Project, except the Routing Study; invoice any participating Finished Water Transmission Line Parties for their portion of the TCR/SJR Finished Water Transmission Line Project Charge; and, collect the TCR/SJR Finished Water Transmission Line Project Charge from the participating Finished Water Transmission Line Parties, as set forth in Sections 14 and 15.

5.4 The Project Administrator shall establish a TCR/SJR Raw Water Transmission Line Project Charge to pay for the development, construction, expansion, operation and maintenance of a TCR/SJR Raw Water Transmission Line Project, except the Routing Study; invoice any participating Raw Water Transmission Line Parties for their portion of the TCR/SJR Raw Water Transmission Line Project Charge; and, collect the TCR/SJR Raw Water Transmission Line Project Charge from the participating Raw Water Transmission Line Parties, as set forth in Sections 14 and 15.

5.5 The Project Administrator and Project Representatives may decide to use information previously prepared by a consultant or entity employed by one or more participating Finished Water Transmission Line Parties or participating Raw Water Transmission Line Parties. In such case, the Finished Water Transmission Line Party or the Raw Water Transmission Line Party, who paid for such information shall be reimbursed or credited by the other participating Finished Water Transmission Line Parties or the other participating Raw Water Transmission Line Parties for the actual reasonable cost of such information by the participating Fin-

ished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method.

6. SELECTION OF POTENTIAL FINISHED/RAW WATER TRANSMISSION LINE ROUTES.

6.1 The Project Administrator shall contract with the technical consultant selected by the Procurement Committee to perform the Routing Study, including a report to the participating Project Representatives consistent with **Exhibit B** evaluating the 528 Alternative, the Wellfield/Wewahootee Alternative, the County Line Alternative and any other route(s) identified by the consultant. The evaluation and report shall be completed no later than one hundred eighty (180) days from the date the Project Administrator enters into a contract with the technical consultant. Copies of the report shall be provided to each of the participating Parties by the Project Administrator.

6.2 The Water Suppliers, excluding Cocoa, shall convene no later than thirty (30) days following receipt of the report evaluating potential transmission line routes by the participating Parties in an effort to agree by Consensus to a route(s) for the TCR/SJR Finished Water Transmission Line Project(s) and the TCR/SJR Raw Water Transmission Line Project(s).

6.3 In the event the Water Suppliers, excluding Cocoa, cannot agree by Consensus to a route(s) for a specific TCR/SJR Finished Water Transmission Line Project(s) or a specific TCR/SJR Raw Water Transmission Line Project(s) within sixty (60) days from receipt of the Routing Study report by the participating Parties, then each Water Supplier, excluding Cocoa, may independently or in combination with other Water Suppliers, excluding Cocoa, pursue its own TCR/SJR Finished Water Transmission Line Project(s) or its own TCR/SJR Raw Water Transmission Line Project(s), as long as these projects are located on one of the route's identified in **Exhibit A** or another route approved by FRI.

6.4 The Water Suppliers, excluding Cocoa, may select the same route for multiple TCR/SJR Finished Water Transmission Line Projects and multiple TCR/SJR Raw Water Transmission Line Projects.

7. POST-ROUTE SELECTION PROCESS.

7.1 Upon selection of the route(s) for each TCR/SJR Finished Water Transmission Line Project and each TCR/SJR Raw Water Transmission Line Project by the Water Suppliers pursuant to Section 6, they shall implement the selected TCR/SJR Finished Water Transmission Line Project(s) and the selected TCR/SJR Raw Water Finished Water Transmission Line Project(s) according to the procedures set forth in Section 7.

7.2 At this time, OCU intends to pursue the 528 Alternative. In the event the 528 Alternative is selected as the route of a TCR/SJR Finished Water Transmission Line Project, a TCR/SJR Raw Water Transmission Line Project or both:

7.2.1 OCU will be the Project Administrator, if it is a participating Finished Water Transmission Line Party or a participating Raw Water Transmission Line Party.

7.2.2 The participating Finished Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in a TCR/SJR Finished Water Transmission Line, but the diameter and peaking factor for each TCR/SJR Finished Water Transmission Line shall be decided by Consensus of the participating Finished Water Transmission Line Parties.

7.2.3 The participating Raw Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in a TCR/SJR Raw Water Transmission Line, but the diameter and peaking factor for each TCR/SJR Raw Water Transmission Line shall be decided by Consensus of the participating Raw Water Transmission Line Parties.

7.2.4 Each participating Finished Water Transmission Line Party and each participating Raw Water Transmission Line Party shall identify its Delivery Point(s) connecting directly to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. Moreover a Finished Water Transmission Line Party or a Raw Water Transmission Line Party can decide either individually or in conjunction with another Finished Water Transmission Line Party or Raw Water Transmission Line Party to construct a pipeline(s) from its Delivery Point(s) to its water supply system at the Finished Water Transmission Line Party's or Raw Water Transmission Line Party's sole expense. Alternatively, a participating Finished Water Transmission Line Party or participating Raw Water Transmission Line Party can decide to connect to a participating Finished Water Transmission Line Party's water supply system to obtain its share of water from the TCR/SJR Project via that connection, by mutual agreement of the participating Parties. Delivery Point(s) shall be constructed at the sole cost of each Finished Water Transmission Line Party or each Raw Water Transmission Line Party.

7.2.5 The Project Administrator will oversee and implement the design, permitting, construction, operation and maintenance of any TCR/SJR Finished Water Transmission Line or any TCR/SJR Raw Water Transmission Line constructed along the 528 Alternative route.

7.2.6 Each participating Finished Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Finished Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Finished Water Transmission Line Project, as specified in Sections 14 and 15.

7.2.7 Each participating Raw Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of

the TCR/SJR Raw Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line Project, as specified in Sections 14 and 15.

7.3 In the event the Wellfield/Wewahootee Alternative is selected, as the route of a TCR/SJR Finished Water Transmission Line Project, a TCR/SJR Raw Water Transmission Line Project or both:

7.3.1 Cocoa will be the Project Administrator within the limits of Cocoa's existing wellfield. The participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall select a Project Administrator by Consensus for those segments of the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project located beyond the limits of Cocoa's existing wellfield.

7.3.2 The participating Finished Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in the TCR/SJR Finished Water Transmission Line, but the diameter and peaking factor for each TCR Finished Water Transmission Line shall be decided by Consensus of the Participating Finished Water Transmission Line Parties.

7.3.3 The participating Raw Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line, but the diameter and peaking factor for each TCR/SJR Raw Water Transmission Line shall be decided by Consensus of the participating Raw Water Transmission Line Parties.

7.3.4 Each participating Finished Water Transmission Line Party and each participating Raw Water Transmission Line Party shall identify its Delivery Point(s) connecting directly to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. Moreover

a Finished Water Transmission Line Party or a Raw Water Transmission Line Party can decide either individually or in conjunction with another Finished Water Transmission Line Party or Raw Water Transmission Line Party to construct a pipeline(s) from its Delivery Point(s) to its water supply system at the Finished Water Transmission Line Party's or Raw Water Transmission Line Party's sole expense. Alternatively, a participating Finished Water Transmission Line Party or participating Raw Water Transmission Line Party can decide to connect to a participating Finished Water Transmission Line Party's water supply system to obtain its share of water from the TCR/SJR Project via that connection, by mutual agreement of the participating Parties. Delivery Point(s) shall be constructed at the sole cost of each Finished Water Transmission Line Party or each Raw Water Transmission Line Party.

7.3.5 The Project Administrators will oversee and implement the design, permitting, construction, operation and maintenance of any TCR/SJR Finished Water Transmission Line or any TCR/SJR Raw Water Transmission Line constructed along the Wellfield/Wewahootee Alternative route.

7.3.6 Each participating Finished Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Finished Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Finished Water Transmission Line Project, as specified in Sections 14 and 15.

7.3.7 Each participating Raw Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Raw Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line Project, as specified in Sections 14 and 15.

7.4 In the event the County Line Alternative route or a route other than the 528 Alternative or the County Line Alternative is selected as the route of a TCR/SJR Finished Water Transmission Line Project, a TCR/SJR Raw Water Transmission Line Project or both:

7.4.1 The participating Finished Water Transmission Line Parties and Raw Water Transmission Line Parties will select a Project Administrator by Consensus.

7.4.2 The participating Finished Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in a TCR/SJR Finished Water Transmission Line Project, but the diameter and peaking factor for each TCR/SJR Finished Water Transmission Line shall be decided by Consensus of the participating Finished Water Transmission Line Parties.

7.4.3 The participating Raw Water Transmission Line Parties shall decide as to their respective Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line, but the diameter and peaking factor for each TCR/SJR Raw Water Transmission Line shall be decided by Consensus of the participating Raw Water Transmission Line Parties.

7.4.4 Each participating Finished Water Transmission Line Party and each participating Raw Water Transmission Line Party shall identify its Delivery Point(s) connecting directly to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. Moreover a Finished Water Transmission Line Party or a Raw Water Transmission Line Party can decide either individually or in conjunction with another Finished Water Transmission Line Party or Raw Water Transmission Line Party to construct a pipeline(s) from its Delivery Point(s) to its water supply system at the Finished Water Transmission Line Party's or Raw Water Transmission Line Party's sole expense. Alternatively, a participating Fin-

ished Water Transmission Line Party or participating Raw Water Transmission Line Party can decide to connect to a participating Finished Water Transmission Line Party's water supply system to obtain its share of water from the TCR/SJR Project via that connection, by mutual agreement of the participating Parties. Delivery Point(s) shall be constructed at the sole cost of each Finished Water Transmission Line Party or each Raw Water Transmission Line Party.

7.4.5 The Project Administrator will oversee and implement the design, permitting, construction, operation and maintenance of any TCR/SJR Finished Water Transmission Line or any TCR/SJR Raw Water Transmission Line constructed along the County Line Alternative route.

7.4.6 Each participating Finished Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Finished Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Finished Water Transmission Line Project, as specified in Sections 14 and 15.

7.4.7 Each participating Raw Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Raw Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line Project, as specified in Sections 14 and 15.

7.5 In the event that a route is selected and implemented by only one Finished Water Transmission Line Party or one Raw Water Transmission Line Party, other than that Finished Transmission Line Party's or Raw Water Transmission Line Party's notifying the other Finished Water Transmission Line Parties or Raw Water Transmission Line Parties of its the selection of the identified route and its intention to serve as Project Administrator of the selected route, the provisions of Sections 7.2-7.4 are not applicable.

7.6 Any Party can decide to connect to any other Party's water supply system to obtain its share of water from the TCR/SJR Project via that connection, by mutual agreement.

8. PROJECT DESIGN.

8.1 Upon completion of the steps identified in Sections 6 and 7, the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall convene to develop Scope(s) of Work by the Weighted Vote Method to complete the design of the TCR/SJR Finished Water Transmission Line Project, the design of the TCR/SJR Raw Water Transmission Line Project and the acquisition of any necessary real property interests in consideration of the selected transmission line route. These Scope(s) of Work shall include consideration of the total Weighted Capacity Allotments for the participating Finished Water Transmission Line Parties and the total Weighted Capacity Allotments for the participating Raw Water Transmission Line Parties, technical considerations of compatibility of the TCR/SJR Finished Water Transmission Line Project and the TCR/SJR Raw Water Transmission Line Project with the existing water distribution and treatment facilities of each of the participating Finished Water Transmission Line Parties and each of the participating Raw Water Transmission Line Parties, and other factors identified by the participating Finished Water Transmission Line Parties and participating Raw Water Transmission Line Parties.

8.2 Each TCR/SJR Finished Water Transmission Line Project and TCR/SJR Raw Water Transmission Line Project shall be designed in accordance with the Scope(s) of Work developed pursuant to Section 8.1. All project design costs associated with a TCR/SJR Finished Water Transmission Line Project(s) shall be funded as a Capital Cost by each participating Finished Water Transmission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15. All project design costs associated with a TCR/SJR Raw Water Transmission Line Project(s) shall be funded as a Capital Cost by each participating Raw Water Trans-

mission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15.

8.3 For any design work implemented for a TCR/SJR Finished Water Transmission Line Project(s) or any design work implemented for a TCR/SJR Raw Water Transmission Line Project(s), as a result of the Scope of Work development pursuant to Section 8.1, the Project Administrator will procure a consultant to prepare a TCR/SJR Finished Water Transmission Line Project PDR or a TCR/SJR Raw Water Transmission Line Project PDR to implement a TCR/SJR Finished Water Transmission Line Project or selected components thereof or implement a TCR/SJR Raw Water Transmission Line Project or selected components thereof. The procurement process shall be consistent with Section 4.6. When the consultant has prepared the TCR/SJR Finished Water Transmission Line Project PDR or the TCR/SJR Raw Water Transmission Line PDR, the Project Administrator will present same to the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties for approval by the Weighted Vote Method. The participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties may consider the same, direct changes needed, if any, and shall approve the TCR/SJR Finished Water Transmission Line Project PDR and a Design Budget or the TCR/SJR Raw Water Transmission Line Project PDR and a Design Budget by the Weighted Vote Method.

8.4 After approval of the TCR/SJR Finished Water Transmission Line Project PDR, the TCR/SJR Raw Water Transmission Line Project PDR and their respective Design Budgets, the Project Administrator will procure one or more consultants to prepare a final design for the TCR/SJR Finished Water Transmission Line Project or selected components thereof or the TCR/SJR Raw Water Transmission Line Project or selected components thereof based upon the respective approved TCR/SJR Finished Water Transmission Line Project PDR and the approved TCR/SJR Raw Water Transmission Line Project PDR. The Project Administrator

will manage the preparation of the final design(s) of the TCR/SJR Finished Water Transmission Line Project and the TCR/SJR Raw Water Transmission Line Project. The final design(s) must be based upon the applicable approved TCR/SJR Finished Water Transmission Line Project PDR and the applicable approved TCR/SJR Raw Water Finished Water Transmission Line Project PDR. The Project Administrator will inform the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties at the completion of each final design draft (e.g., 60% and 90% completion intervals) and whether the overall final design contains one or more Substantial Deviations from the applicable TCR/SJR Finished Water Transmission Line Project PDR or the applicable TCR/SJR Raw Water Transmission Line Project PDR. Any Substantial Deviation of the overall final design from the PDR must be approved by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties by the Weighted Vote Method. Upon completion of the one hundred (100%) percent level of the final design, the Project Administrator will present same to the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties for approval by the Weighted Vote Method. The participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will consider the same, direct changes needed, if any, and shall approve the final design along with the Bidding Budget for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project by the Weighted Vote Method.

9. ACQUISITION OF LANDS, EASEMENTS, AND RIGHTS-OF-WAY.

9.1 The Project Administrator for each TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project shall be responsible for the acquisition of the lands necessary to construct and operate any TCR/SJR Fin-

ished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project.

9.2 Any costs incurred in acquiring lands required for a TCR/SJR Finished Water Transmission Line Project shall be funded as a Capital Cost by each participating Finished Water Transmission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15.

9.3 Any costs incurred in acquiring lands required for a TCR/SJR Raw Water Transmission Line Project shall be funded as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15.

9.4 Each Finished Water Transmission Line Party and each Raw Water Transmission Line Party shall own an undivided, proportionate share in all easement rights over lands acquired pursuant to this Agreement equal to its Weighted Capacity Allotment in its respective TCR/SJR Finished Water Transmission Line Project or its respective TCR/SJR Raw Water Transmission Line Project. In the event the Wellfield/Wewahootee Alternative is selected as a transmission line route, then Cocoa's existing easements (as may be amended, renewed or substituted) in the existing wellfield will be utilized and no additional land interest shall be acquired by the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties for those portions of the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project crossing Cocoa's wellfield.

9.5 Any easement interests from FRI necessary to construct and operate a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project shall be acquired according to the process provided for in the General Implementation Agreement, except that the easement for each TCR/SJR Finished Water Transmission Line Project and each TCR/SJR Raw Water Transmission Line Project will be granted by FRI to all the participating Finished Water Transmission Line Parties and all the participating Raw Water Transmission Line

Parties so that each Party shall own an undivided, proportionate share of the easement equal to its Weighted Capacity Allotment in its respective TCR/SJR Finished Water Transmission Line Project or its respective TCR/SJR Raw Water Transmission Line Project.

9.5.1 Easements for any route, whether for TCR/SJR Finished Water Transmission Line Project(s) and/or TCR/SJR Raw Water Transmission Line Project(s) cumulatively shall be no wider than one hundred (100) feet per route, unless otherwise consented to by FRI. If site conditions, such as hydrologic, geologic or environmental conditions make it impracticable or cost prohibitive to comply with this constraint, then FRI shall not unreasonably withhold its consent. Additionally, in determining the route width, the participating Finished Water Transmission Line Parties and/or participating Raw Water Transmission Line Parties shall not consider any use except those associated with the proposed TCR/SJR Finished Water Transmission Line Project or proposed TCR/SJR Raw Water Transmission Line Project.

9.5.2 Where a route runs along a road right of way (ROW) or a FRI property boundary, the route shall abut such ROW or property boundary, leaving no space between the edge of the route and the edge of the ROW or property boundary, unless consented to by FRI. If site conditions, such as hydrologic, geologic or environmental conditions make it impracticable or cost prohibitive to comply with this constraint, then FRI shall not unreasonably withhold its consent.

9.6 FRI's agreements, commitments, obligations and representations under the Agreement shall run with and are appurtenant to the real property owned by FRI as described on Exhibit A of the Notice of Agreement referenced in the General Implementation Agreement and shall bind any subsequent owner of that real

property owned by FRI or any portion thereof, as set forth in the General Implementation Agreement.

10. PROJECT CONSTRUCTION.

10.1 With the exception of the Wellfield/Wewahootee Alternative, there will only be one Project Administrator responsible for construction of all components of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. In the case of the Wellfield/Wewahootee Alternative, Cocoa shall be the Project Administrator responsible for construction of all components of any TCR/SJR Finished Water Transmission Line Project and TCR/SJR Raw Water Transmission Line Project located within the Cocoa wellfield area and there could be another Project Administrator responsible for construction of all components of any TCR/SJR Finished Water Transmission Line Project and any TCR/SJR Raw Water Transmission Line Project located outside the Cocoa wellfield area.

10.2 All construction of a TCR/SJR Finished Water Transmission Line Project(s) shall be funded as Capital Cost by each participating Finished Water Transmission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15. Each participating Finished Water Transmission Line Party shall own an undivided share in each specific TCR/SJR Finished Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the specific TCR/SJR Finished Water Transmission Line Project.

10.3 All construction of a TCR/SJR Raw Water Transmission Line Project(s) shall be funded as Capital Cost by each participating Raw Water Transmission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15. Each participating Raw Water Transmission Line Party shall own an undivided share in each specific TCR/SJR Raw Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the specific TCR/SJR Raw Water Transmission Line Project.

10.4 After the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties approve by the Weighted Vote Method the final design and Bidding Budget for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, the Project Administrator will procure bids from contractors to construct the pipeline, pipeline segments and associated infrastructure according to the applicable law governing procurement by the Project Administrator. If there are one or more qualified bidders at or below the approved Bidding Budget, the Project Administrator will select the best qualified bidder and accept the bid and the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will approve a Construction Budget by the Weighted Vote Method. If the Project Administrator receives no qualified bids at or below the Bidding Budget, then the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will decide by the Weighted Vote Method whether to accept the bids. If the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties decide to accept a bid, they will also approve a Bidding Budget by the Weighted Vote Method. The Project Administrator shall then accept the bid and the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall also approve a Construction Budget by the Weighted Vote Method. If the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties decide to reject the bid by the Weighted Vote Method, then the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will decide by the Weighted Vote Method whether to proceed with the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project and, if the decision is made to proceed, then the TCR/SJR Finished Water Transmission Line Project or the

TCR/SJR Raw Water Transmission Line Project shall be re-bid as specified in this Section 10.4.

10.5 After the acceptance of bids and establishment of the Construction Budget for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, as specified in Section 10.4, the Project Administrator will proceed with construction of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. The Project Administrator will make all decisions regarding construction so long as such decisions do not constitute a Substantial Deviation from the approved final design. The Project Administrator will update the Finished Water Transmission Line Parties and the Raw Water Transmission Line Parties monthly as to the status of construction. If during construction one or more change orders are needed that will exceed the amount of the Construction Budget, the Project Administrator must submit the change order(s) to the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties for a decision using the Weighted Vote Method. The participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties must either approve and increase the amount of the Construction Budget or reject the change order(s).

11. PROJECT PERMITTING.

11.1 The Project Administrator(s) shall be responsible for acquisition of all Environmental Permits necessary to construct and operate all components of its specific TCR/SJR Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project.

11.2 All Environmental Permit expenses associated with each specific TCR/SJR Finished Water Transmission Line Project shall be funded as either Capital Cost or Operation and Maintenance Cost, as determined by the Project Administrator, by each participating Finished Water Transmission Line Party. If funded as a Capi-

tal Cost, the Environmental Permit expenses will be governed by Section 5.2. The permitting expenses shall be paid, as specified in Sections 14 and 15.

11.3 All Environmental Permit expenses associated with each specific TCR/SJR Raw Water Transmission Line Project shall be funded as either Capital Cost or Operation and Maintenance Cost, as determined by the Project Administrator, by each participating Raw Water Transmission Line Party. If funded as a Capital Cost, the permitting expenses will be governed by Section 5.2. The permitting expenses shall be paid, as specified in Sections 14 and 15.

12. PROJECT OPERATIONS AND MAINTENANCE.

12.1 The Project Administrator(s) shall be responsible for operation and maintenance of all components of its specific TCR/SJR Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project. The Project Administrator shall at all times operate and maintain its specific TCR/SJR Finished Water Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project in accordance with Prudent Utility Practices. The Project Administrator shall provide sufficient personnel, with appropriate expense to undertake all regulatory requirements, including, but not limited to those imposed by any Environmental Permit, United States Environmental Protection Agency, the United States Army Corps of Engineers, the Florida Department of Environmental Protection, the Florida Department of Health and the SJRWMD with regards to all components of its specific TCR/SJR Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project. If new regulatory requirements necessitate capital improvements, the Project Administrator shall take all necessary actions in conjunction with the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties to accomplish the same. The Project Administrator shall be responsible for all Environmental Permit violations, including compliance costs or penalties assessed for same, which arise out of the day-to-day op-

erations of its specific TCR/SJR Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project, or the failure of the Project Administrator to comply with any requirement imposed by any regulatory agency in any consent order or Environmental Permit. The Project Administrator shall maintain adequate catastrophic insurance covering its specific TCR/SJR Finished Water Transmission Line Project and its specific TCR/SJR Raw Water Transmission Line Project on such terms as may be established by the Project Administrator. These costs may be passed through to the participating Finished Water Transmission Line Parties in the case of any TCR/SJR Finished Water Transmission Line Project and to the participating Raw Water Transmission Line Parties in the case of any TCR/SJR Raw Water Transmission Line Project, as an Operation and Maintenance Cost.

12.2 All Operations and Maintenance Costs associated with a TCR/SJR Finished Water Transmission Line Project shall be funded by each Finished Water Transmission Line Party, as specified in Sections 14 and 15.

12.3 All Operations and Maintenance Costs associated with a TCR/SJR Raw Water Transmission Line Project shall be funded by each Raw Water Transmission Line Party, as specified in Sections 14 and 15.

13. METERING FACILITIES.

13.1 Delivery Points. Meters shall be installed, maintained and owned by the Project Administrator at each Delivery Point for its specific TCR/SJR Finished Water Transmission Line Project and/or specific TCR/SJR Raw Water Transmission Line. The type of Meter installed at each Delivery Point shall be selected at the Project Administrator's discretion, subject to compliance with industry standards for similar Meters.

13.2 Measuring Quantity of Water Delivered. The quantity of water delivered to each Delivery Point(s) will be measured by the Project Administrator responsible for

the specific TCR/SJR Finished Water Transmission Line Project or the specific TCR/SJR Raw Water Transmission Line Project.

13.3 Inspection and Calibration of Meters. Each Meter shall be inspected and calibrated annually and a report shall be prepared at the conclusion of each inspection/calibration detailing the condition and accuracy of each Meter by the Project Administrator and delivered to the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties. Each inspection/calibration of the Meters shall be performed by a certified, competent person. Upon request of a Finished Water Transmission Line Party in the case of a TCR/SJR Finished Water Transmission Line Project or a Raw Water Transmission Line Party in the case of a TCR/SJR Raw Water Transmission Line Project, the Project Administrator shall make arrangements for a test of a Meter installed at the Delivery Point by an independent testing entity agreeable to the requesting Finished Water Transmission Line Party or the requesting Raw Water Transmission Line Party. All costs and expenses shall be borne by the Finished Water Transmission Line Party or the Raw Water Transmission Line Party requesting the test, unless the Meter is found to be inaccurate beyond the accuracy specified in AWWA Manual of Practice M6, as amended from time to time, in which case, the cost and expense of the test shall be borne by the Project Administrator and such cost may not be passed along to the Finished Water Transmission Line Party as part of the TCR/SJR Finished Water Transmission Line Project Charge or the Raw Water Transmission Line Party as part of the TCR/SJR Raw Water Transmission Line Project Charge.

13.4 Meter Inaccuracy. Should the Meter be determined to be inaccurate beyond the accuracy specified in AWWA Manual of Practice M6, as amended from time to time, the Project Administrator shall repair, recalibrate or replace the malfunctioning Meter at its earliest convenience recognizing that time is of the essence. Additionally, the Meter shall be assumed to have been inaccurate half way since

the last inspection/calibration and the following month's billing of the TCR/SJR Finished Water Transmission Line Project Charge and/or TCR/SJR Raw Water Transmission Line Project Charge will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge to the Finished Water Transmission Line Party or to the Raw Water Transmission Line Party for metered flow for that period.

14. TCR/SJR FINISHED WATER TRANSMISSION LINE PROJECT CHARGE AND TCR/SJR RAW WATER TRANSMISSION LINE PROJECT CHARGE. For each Fiscal Year, the Finished Water Transmission Line Parties shall pay their Project Administrator their applicable TCR/SJR Finished Water Transmission Line Project Charge and the Raw Water Transmission Line Parties shall pay their Project Administrator their applicable TCR/SJR Raw Water Transmission Line Project Charge, as follows:

14.1 General. The TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall be sufficient to pay their respective Fixed Operation and Maintenance Costs, Renewal and Replacement Cost and Variable Operation and Maintenance Costs, as required for the upcoming Fiscal Year. The TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall each consist of a Base Charge and a Variable Charge. Both the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall each be computed in the manner specified in Section 14.3 prior to the upcoming Fiscal Year and the participating Finished Water Transmission Line Parties and participating Raw Water Transmission Line Parties shall be notified of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge, respectively, in the manner provided in Section 14.2. Establishment of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall be made by the Project Administrator and the Project Ad-

ministrator's decision shall not be subject to supervision or regulation by any commission, board, bureau, municipality, county or political subdivision of the State of Florida, except its own governing body, provided however, the TCR/SJR Finished Water Transmission Line Project Charge must be established in strict compliance with this Agreement.

14.2 Notification of TCR/SJR Finished Water Transmission Line Project Charge and TCR/SJR Raw Water Transmission Line Project Charge. On or before May 15, prior to the Fiscal Year after selection of a TCR/SJR Finished Water Transmission Line Project route and of a TCR/SJR Raw Water Transmission Line Project route, and every May 15 thereafter, the Project Administrator shall notify the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties of their respective preliminary TCR/SJR Finished Water Transmission Line Project Charge and preliminary TCR/SJR Raw Water Transmission Line Project Charge for the upcoming Fiscal Year. The preliminary TCR/SJR Finished Water Transmission Line Project Charge and the preliminary TCR/SJR Raw Water Transmission Line Project Charge shall each be accompanied by a report detailing the manner in which the preliminary TCR/SJR Finished Water Transmission Line Project Charge and the preliminary TCR/SJR Raw Water Transmission Line Project Charge were computed for the upcoming Fiscal Year. On or before July 30 prior to the Fiscal Year after selection of a TCR/SJR Finished Water Transmission Line Project route and a TCR/SJR Raw Water Transmission Line Project route, and every July 30 thereafter, the Project Administrator shall notify the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission of the final TCR/SJR Finished Water Transmission Line Project Charge and the final TCR/SJR Raw Water Transmission Line Project Charge for the upcoming Fiscal Year.

14.3 Establishment of TCR/SJR Finished Water Transmission Line Project Charge and TCR/SJR Raw Water Transmission Line Project Charge. The TCR/SJR Finished Wa-

ter Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall be established by the Project Administrator as follows:

14.3.1 The Project Administrator shall determine the Fixed Operation and Maintenance Cost, the Renewal and Replacement Cost and the Variable Operation and Maintenance Cost required to meet the cash needs of the TCR/SJR Finished Water Transmission Line Project and the TCR/SJR Raw Water Finished Water Project for the upcoming Fiscal Year.

14.3.2 The Base Charge shall be computed as follows:

14.3.2.1 The Base Charge shall consist of the total of the Fixed Operation and Maintenance Cost and Renewal and Replacement Cost determined pursuant to Section 14.3.1. The Base Charge for each participating Finished Water Transmission Line Party and participating Raw Water Transmission Line Party shall be computed based upon each participating Finished Water Transmission Line Party's and Raw Water Transmission Line Party's Weighted Capacity Allotment in their respective TCR/SJR Finished Water Transmission Line Project and TCR/SJR Raw Water Transmission Line Project. For example, if either a Finished Water Transmission Line Party's or a Raw Water Transmission Line Party's Weighted Capacity Allotment in their respective TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project is thirty (30%) percent, then that Finished Water Transmission Line Party or Raw Water Transmission Line Party would be responsible for paying thirty (30%) percent of the Base Charge.

14.3.2.2 The Base Charge computed for each Finished Water Transmission Line Party and each Raw Water Transmission Line Party pursuant to Sections 14.3.2.1 and 14.3.2.2 shall be increased

by any underpayment or decreased by any overpayment determined pursuant to Section 14.5.

14.3.3 Calculation of Variable Rate. The Variable Rate shall be computed as the Variable Operation and Maintenance Cost determined pursuant to Section 14.3.1 divided by the quantity of Finished Water the Project Administrator estimates will pass through the total of all the Delivery Points for the TCR/SJR Finished Water Transmission Line Project during the upcoming Fiscal Year and expressed as a cost per thousand (1,000) gallons of Finished Water or the Variable Operation and Maintenance Cost determined pursuant to Section 14.3.1 divided by the quantity of Raw Water the Project Administrator estimates will pay through the total of all Delivery Points for the TCR/SJR Raw Water Transmission Line Project during the upcoming Fiscal Year expressed as a cost per thousand (1,000) gallons of Raw Water.

14.4 Payment of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge. For each Fiscal Year, the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall pay their respective TCR/SJR Finished Water Transmission Line Project Charge or TCR/SJR Raw Water Transmission Line Project Charge, as follows:

14.4.1 The participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall pay their individual Base Charge as specified in Section 14.3.2 in twelve (12) equal monthly payments on or before the 1st day of each calendar month starting on October 1 and ending on the following September 1.

14.4.2 The participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall pay their Variable Charge on a monthly basis. Each Finished Water Transmission Line Party's

and Raw Water Transmission Line Party's monthly payment shall be determined by multiplying the actual total amount of water that flowed through the Finished Water Transmission Line Party's Delivery Point(s) or the Raw Water Transmission Line Party's Delivery Point(s) during the prior calendar month by the Variable Rate calculated as specified in Section 14.3.3.

14.5 Accounting, Audits and Adjustments for Actual Expenses and Water Use. The Project Administrator shall maintain accounts and records of actual total water flow through each participating Finished Water Transmission Line Party's Delivery Point(s), each participating Raw Water Transmission Line Party's Delivery Point(s), all revenue received from all sources to meet the cash needs of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project and the actual Fixed Operation and Maintenance Costs, Renewal and Replacement Cost and Variable Operation and Maintenance Costs incurred with respect to the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. On or before each April 1, beginning on the April 1 immediately following the Fiscal Year in which a TCR/SJR Finished Water Transmission Line Project Charge was paid by the participating Finished Water Transmission Line Parties or a TCR/SJR Raw Water Transmission Line Project Charge was paid by the participating Raw Water Transmission Line Parties, the Project Administrator shall complete an audit of the aforesaid records and accounts and determine what should have been the TCR/SJR Finished Water Transmission Line Project Charge for each Finished Water Transmission Line Party based on actual water flow through the Delivery Point(s) and actual costs during the preceding Fiscal Year and what should have been the TCR/SJR Raw Water Transmission Line Project Charge for each Raw Water Transmission Line Party based on actual water flow through the Delivery Point(s) and actual costs during the preceding Fiscal Year. Said audit shall be conducted by a certified public accounting firm. In the event the event the audit determines

an underpayment was made by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, then said underpayment shall be added to that Finished Water Transmission Line Party's Base Charge or that Raw Water Transmission Line Party's Base Charge for the upcoming Fiscal Year and paid in the manner specified in Section 14.4.1. If the audit determines that an overpayment was made to a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, then said overpayment shall be deducted from that Finished Water Transmission Line Party's or Raw Water Transmission Line Party's Base Charge for the upcoming Fiscal Year in the manner specified in Section 14.4.1. All underpayments and overpayments will be paid in equal monthly payments during the remainder of the current Fiscal Year.

15. BILLING, PAYMENT, SOURCE OF FUNDS AND RELATED MATTERS.

15.1 Billing and Payment. The Project Administrator shall invoice each participating Finished Water Transmission Line Party and each participating Raw Water Transmission Line Party for its Base Charge and Variable Charge on regular monthly intervals. The Meters shall be read and recorded on or about the last normal work day of the calendar month during which water flowed through the Delivery Point(s). Billing to each Finished Water Transmission Line Party and Raw Water Transmission Line Party shall be made on the 10th day of the following calendar month and payment to the Project Administrator shall be due by the 30th day of the month in which the statement was received. If the Base Charge, the Variable Charge or any portion thereof remains unpaid twenty-five (25) days following its due date, the Finished Water Transmission Line Party or Raw Water Transmission Line Party shall be charged with and pay to the Project Administrator interest on the amount unpaid from its due date until paid at the rate of eight percent (8%) per annum.

15.2 Irrevocable Commitment to Pay. The Finished Water Transmission Line Parties and the Raw Water Transmission Line Parties shall pay their respective Base

Charge and Variable Charge for every Fiscal Year throughout the term of the Agreement in the manner provided in Section 15.1. Said payments shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The Project Administrator is undertaking the development, design, construction, expansion and the operation and maintenance of the TCR/SJR Finished Water Transmission Line Project and the TCR/SJR Raw Water Transmission Line Project on the representation, warranties and covenants of the Finished Water Transmission Line Parties and the Raw Water Transmission Line Parties to pay their respective TCR/SJR Finished Water Transmission Line Project Charge and TCR/SJR Raw Water Transmission Line Project Charge in a timely manner.

15.3 Source of Payment. The source of funds for payment of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall be the Enterprise Fund established by each Finished Water Transmission Line Party and each Raw Water Transmission Line Party or such other funds funded entirely by user fees. Each Finished Water Transmission Line Party and each Raw Water Transmission Line Party shall maintain an operation and maintenance account throughout the term of this Agreement. At all times during the terms of this Agreement, a Finished Water Transmission Line Party and a Raw Water Transmission Line Party shall pay their respective TCR/SJR Finished Water Transmission Line Project Charge and TCR/SJR Raw Water Transmission Line Project Charge from its operation and maintenance account.

15.4 Water Utility System Charges. Each Finished Water Transmission Line Party and each Raw Water Transmission Line Party shall fix, revise, maintain and collect such fees, rates, tariffs, rentals or other charges for the use of products, services and facilities of their respective water utility systems to the extent necessary to fund the timely payment of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge.

15.5 Prohibition Against Indebtedness and Ad Valorem Taxes. The obligation of the Finished Water Transmission Line Parties to pay the TCR/SJR Finished Water Transmission Line Project Charge pursuant to this Agreement and the obligation of the Raw Water Transmission Line Parties to pay the TCR/SJR Raw Water Transmission Line Project Charge do not constitute general indebtedness of the Finished Water Transmission Line Parties or of the Raw Water Transmission Line Parties within the meaning of any constitutional, statutory or charter provision limiting the amount and nature of indebtedness that may be incurred by the Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties. Neither the Project Administrator nor any regional, state or federal agency providing cooperative funding to fund the development, design, construction, alteration, improvement, replacement, expansion or operation of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project shall have the right to require the Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties to exercise their ad valorem taxing power, if any, to pay their obligations and liabilities under this Agreement or to compel payment from any source, other than as indicated in Section 15.3.

16. WITHDRAWAL OF FINISHED WATER TRANSMISSION LINE PARTIES OR RAW WATER TRANSMISSION LINE PARTIES FROM THIS AGREEMENT. A Finished Water Transmission Line Party or a Raw Water Transmission Line Party may, at its option and upon written notice to the Project Administrator and all other Finished Water Transmission Line Parties or Raw Water Transmission Line Parties, as the case may be, withdraw from further participation in the Agreement, as follows:

16.1 If the withdrawal occurs prior to completion of the Routing Study, the withdrawing Party participating in the Routing Study shall no longer have any rights of participation in this Agreement. A withdrawing Party shall remain liable for payment of its share of all costs and expenses related to the Routing Study. Upon notice of withdrawal by a Party participating in the Routing Study, the Project Administra-

tor for the Routing Study shall suspend all work on the Routing Study, while the remaining Parties convene to discuss the continued feasibility of pursuing the Routing Study or whether the scope of the Routing Study need to be modified. If after ninety (90) days of receiving notice of the withdrawal by a Party participating in the Routing Study, the remaining Parties participating in the Routing Study do not decide by the Weighted Vote Method to terminate the Routing Study, then the Project Administrator shall move forward with completing the Routing Study.

16.2 If the withdrawal occurs prior to the payment by the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party of any Capital Costs necessary for permitting, design or construction of their TCR/SJR Finished Water Transmission Line Project or their TCR/SJR Raw Water Transmission Line Project, as the case may be, the withdrawing Finished Water Transmission Line Party or withdrawing Raw Water Transmission Line Party, as the case may be, shall no longer have any rights of participation in this Agreement, shall forfeit or surrender use of its Weighted Capacity Allotment in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, shall notify the appropriate regulatory agencies of its withdrawal from any Environmental Permits and any application for Environmental Permits obtained or applied for under this Agreement and shall file the necessary legal instruments confirming it no longer has any legal interests in any real property interests acquired pursuant to this Agreement. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall remain liable for payment of its share of all costs related to a contract between its Project Administrator and a third party, which had been executed prior to the Finished Water Transmission Line Party's or the Raw Water Transmission Line Party's withdrawal. Upon notice of withdrawal by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, the Project Administrator shall suspend all work on the TCR/SJR Finished Water Trans-

mission Line Project or the TCR/SJR Raw Water Transmission Line Project, while the remaining Finished Water Transmission Line Parties or Raw Water Transmission Line Parties convene to discuss the continued feasibility of pursuing the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. If after ninety (90) days of receiving notice of the withdrawal by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, the remaining Finished Water Transmission Line Parties and the remaining Raw Water Transmission Line Parties do not decide by the Weighted Vote Method to terminate work on the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, then the Project Administrator shall move forward with completing the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project and any projected costs attributed to the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall be re-allocated on a pro rata basis or as agreed by Consensus among the remaining Finished Water Transmission Line Parties participating in the TCR/SJR Finished Water Transmission Line Project or as agreed by Consensus among the remaining Raw Water Transmission Line Parties participating in the TCR/SJR Raw Water Transmission Line Project.

16.3 If the withdrawal occurs before completion of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, but after payment by the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party of any Capital Costs necessary for permitting, design or construction of their TCR/SJR Finished Water Transmission Line Project or their TCR/SJR Raw Water Transmission Line Project, as the case may be, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party, as the case may be, shall no longer have any rights of participation in this Agreement, shall forfeit or surrender use of its Weighted Capacity Allotment in its TCR/SJR Finished Water Trans-

mission Line Project or its TCR/SJR Raw Water Transmission Line Project and shall notify the appropriate regulatory agencies of its withdrawal from any Environmental Permits and any application for Environmental Permits obtained or applied for under this Agreement. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall remain liable for payment of its share of all costs related to a contract between its Project Administrator and a third party, which had been executed prior to the Finished Water Transmission Line Party's or the Raw Water Transmission Line Party's withdrawal. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall also remain liable for payment of its share of the Fixed Operation and Maintenance Costs and Renewal and Replacement Cost for its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, as long as it maintains an ownership interest in its TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project. Upon notice of withdrawal by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, the Project Administrator shall suspend all work on the TCR/SJR Finished Water Transmission Line Project or the Raw Water Transmission Line Project, while the remaining participating Finished Water Transmission Line Parties or participating Raw Water Transmission Line Parties convene to discuss the continued feasibility of pursuing the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. If after ninety (90) days of receiving notice of the withdrawal by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties do not decide by the Weighted Vote Method to terminate work on the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, then the Project Administrator shall move forward with completing, operating and maintaining the TCR/SJR Finished Water Trans-

mission Line Project or the TCR/SJR Raw Water Transmission Line Project. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall retain its ownership interest in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project until the remaining Finished Water Transmission Line Parties or remaining Raw Water Transmission Line Parties pay in full the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. Upon payment of the withdrawing Finished Water Transmission Line Party's or withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall transfer its Weighted Capacity Allotment and file the necessary legal instruments transferring its property interests in its TCR/SJR Finished Water Transmission Line Project or its Raw Water Transmission Line Project to the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties in proportion to their payment of the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. Until such payment is made none of the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties may use the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's Weighted Capacity Allotment in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. A

Party withdrawing under this Section 16.3 shall contemporaneously withdraw from the General Implementation Agreement. Failure to withdraw from the General Implementation Agreement shall render the withdrawal from this Agreement under this Section 16.3 void.

16.4 If the withdrawal occurs after completion of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party, as the case may be, shall no longer have any rights of participation in this Agreement, shall forfeit or surrender use of its Weighted Capacity Allotment in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project and shall notify the appropriate regulatory agencies of its withdrawal from any Environmental Permit and any application for Environmental Permit obtained or applied for under this Agreement. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall remain liable for payment of its share of the Fixed Operations and Maintenance Costs and Renewal and Replacement Costs for its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, as long as it maintains ownership of its interest in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall retain its ownership interest in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project until the remaining Finished Water Transmission Line Parties or remaining Raw Water Transmission Line Parties pay in full the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. Upon payment of the withdrawing Finished Water Transmission Line

Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall transfer its Weighted Capacity Allotment and file the necessary legal instruments transferring its property interests in its TCR/SJR Finished Water Transmission Line Project or its Raw Water Transmission Line Project to the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties in proportion to their payment of the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project. Until such payment is made none of the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties may use the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's Weighted Capacity Allotment in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. A Party withdrawing under this Section 16.4 shall also contemporaneously withdraw from the General Implementation Agreement. Failure to withdraw from the General Implementation Agreement shall render the withdrawal from this Agreement under this Section 16.4 void.

16.5 Upon withdrawal, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall not interfere with or legally challenge or support any legal challenge that directly or indirectly conflicts with the commitment of the remaining Parties pursuant to this Agreement.

17. SUBSTITUTION OF FINISHED WATER TRANSMISSION LINE PARTIES AND/OR RAW WATER TRANSMISSION LINE PARTIES,ASSIGNMENT OF THIS AGREEMENT AND CONVEYANCE TO OTHER FINISHED WATER TRANSMISSION LINE PARTIES AND/OR RAW WATER TRANSMISSION LINE PARTIES.

17.1 **Substitution**. As a matter of right, a new Finished Water Transmission Line party or a new Raw Water Transmission Line party may be substituted for an existing Finished Water Transmission Line Party or an existing Raw Water Transmission Line Party, if the new Finished Water Transmission Line party or the new Raw Water Transmission Line party agrees to enter this Agreement and fully perform all obligations of the existing Finished Water Transmission Line Party or the existing Raw Water Transmission Line Party. Prior to the substitution taking effect, the existing Finished Water Transmission Line Party or the existing Raw Water Transmission Line Party must notify the other participating Finished Water Transmission Line Parties or the other participating Raw Water Transmission Line Parties in writing of the substitution and offer the substitution on the same terms and conditions to the other participating Finished Water Transmission Line Parties or to the other participating Raw Water Transmission Line Parties, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other participating Finished Water Transmission Line Parties or the other participating Raw Water Transmission Line Parties accept the right of first refusal of the substitution in writing within sixty (60) days, or the time period provided in the notice of substitution, whichever is longer, then the other existing Parties shall be considered to have waived their right of first refusal. The preceding right of first refusal provision shall not apply when one existing Party is substituted for another existing Party.

17.2 **Assignment**. As a matter of right, this Agreement may be assigned by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, in part, to a new party, if the new party agrees to enter into this Agreement and fully

perform all assigned obligations of the Party. Prior to the assignment taking effect, the existing Finished Water Transmission Line Party or Raw Water Transmission Line Party must notify the other Parties in writing of the assignment and offer the assignment on the same terms and conditions to the other participating Finished Water Transmission Line Parties or the other participating Raw Water Transmission Line Parties, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other existing Parties accept the right of first refusal of the assignment in writing within sixty (60) days, or the time period provided in the notice of the assignment, whichever is longer, then the other existing Parties shall be considered to have waived their right of first refusal. The preceding right of first refusal provisions shall not apply when an existing Party makes an assignment to another existing Party.

17.3 **Conveyance to Other Parties**. Except as may be constrained by any Environmental Permit or other applicable governmental regulatory program, any Finished Water Transmission Line Party or Raw Water Transmission Line Party may voluntarily and by agreement sell, grant, divest, lease, or otherwise convey or forego all or a portion of its Weighted Capacity Allotment and ownership interest in a specific TCR/SJR Finished Water Transmission Line Project or in a specific TCR/SJR Raw Water Transmission Line Project on a temporary or permanent basis. The terms of any such Weighted Capacity Allotment and ownership interest conveyance shall be decided by the Finished Water Transmission Line Parties or Raw Water Transmission Line Parties, who are parties to such Weighted Capacity Allotment and ownership interest conveyance at the time of such agreement. Any Finished Water Transmission Line Party or Raw Water Transmission Line Party agreeing to convey all or a portion of its Weighted Capacity allotment and ownership interest in a specific TCR/SJR Finished Water Transmission Line Project or in a specific TCR/SJR Raw Water Transmission Line Project shall not be considered to have abandoned its Weighted Capacity Allotment and ownership interest, and no other Finished Water Transmission Line Party or Raw Water

Transmission Line Party shall take any action to divest the conveying Finished Water Transmission Line Party or Raw Water Transmission Line Party of any portion of its Weighted Capacity Allotment and ownership interest, except as may be necessary to enforce the agreement to convey said Weighted Capacity Allotment and ownership interest. The conveyance of all or a portion of a Weighted Capacity Allotment and ownership interest in a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project between two or more Finished Water Transmission Line Parties or between two or more Raw Water Transmission Line Parties shall be in writing and shall set forth all rights and obligations that are being transferred as part of the conveyance. A copy of this written document shall be provided to all the Parties in the manner set forth in Section 26.

18. APPLICATION FOR FUNDING. The Parties may cooperatively seek funding for activities under this Agreement from federal, state, regional and local revenue sources, including, but not limited to cooperative funding from water management districts. Any Party seeking such funds shall provide notice as specified in Section 26. Any funding sought pursuant to this Section shall be applied for by the Project Administrator on behalf of the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties, as the case may be, or by one of the participating Finished Water Transmission Line Parties or one of the participating Raw Water Transmission Line Parties with Consensus approval of the other participating Finished Water Transmission Line Parties or other participating Raw Water Transmission Line Parties. No Party shall interfere with any other Party seeking these funds with regards to their respective TCR/SJR Finished Water Transmission Line Project or their respective TCR/SJR Raw Water Transmission Line Project, however, this would not prohibit the Project Administrators for their respective TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project from competing for the same funds or prohibit the Parties from seeking funds for other non-TCR/SJR Finished Water Transmission Line Projects or non-TCR/SJR Raw Water Transmission Line Projects. Any funding received shall

be applied to the benefit of all the participating Finished Water Transmission Line Parties or all the participating Raw Water Transmission Line Parties, as the case may be.

19. CONSTRUCTION, MANAGEMENT AND OPERATION OF FINISHED WATER TRANSMISSION LINE PROJECTS AND RAW WATER TRANSMISSION LINE PROJECTS. The Parties shall cooperate with each other and no Party shall interfere with a Project Administrator's ability to construct, manage and operate a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.

20. DUTY TO COOPERATE. The Parties will work together in good faith to implement the terms of this Agreement. As part of this cooperation, no Party will independently design or construct any portion of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project outside the process described herein.

21. ENVIRONMENTAL PERMITS.

    21.1 The Parties shall cooperate with each other and no Party shall interfere with another Party's ability to obtain, maintain and comply with all Environmental Permits necessary to construct, manage and operate a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.

    21.2 Finished Water Transmission Line Parties and Raw Water Transmission Line Parties shall not submit any information to regulatory agencies that conflicts with information submitted by the Project Manager on behalf of the participating Finished Water Transmission Line Parties and participating Raw Water Transmission Line Parties in support of any permit application for Environmental Permits for any TCR/SJR Finished Water Transmission Line Project or any TCR/SJR Raw Water Transmission Line Project.

    21.3 Except as provided in Sections 4.7.21 and 4.7.22, the Parties shall not legally challenge or support any legal challenge against any proposed or final agency action or legal instrument with regards to any permit sought by the Project Manager on behalf of the participating Finished Water Transmission Line Parties for

any TCR/SJR Finished Water Transmission Line Project or on behalf of the participating Raw Water Transmission Line Parties for any TCR/SJR Raw Water Transmission Line.

22. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions.

23. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than the Parties 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 the Parties.

24. CONFIDENTIAL INFORMATION AND JOINT DEFENSE.

24.1 **Parties' Common Interest.** The Parties have a common interest in implementing and operating a SJR/TCR Finished Water Transmission Line Project or TCR/SJR Raw Transmission Line Project in accordance with the terms of this Agreement. To protect this common interest, the Parties shall establish and operate under a common interest arrangement concerning third party legal challenges to any SJR/TCR Finished Water Transmission Line Project or any SJR/TCR Raw Water Transmission Line Project, including the issuance of any permit necessary for a SJR/TCR Finished Water Transmission Line Project or a SJR/TCR Raw Water Transmission Line Project and any related litigation.

24.2 **Sharing Confidential Information with Other Parties.** No Party is required to, but may in their respective sole discretion share Confidential Information with the other Parties, as set forth herein. The Parties agree that any Confidential Information that would otherwise be protected from disclosure to third parties will

remain confidential and protected from disclosure to any third party under the attorney-client and work product privileges, and the Parties agree that any exchange of Confidential Information is not intended to waive any attorney-client or work product privilege.

24.3 **Using Confidential Information from Another Party.** Each Party shall use the Confidential Information received from the other Party only in furtherance of the common interest of the Parties. No other rights are implied or granted under this Agreement. Nothing contained herein obligates any Party to divulge, communicate or exchange any confidential documents and/or information. All Confidential Information shall not be copied or distributed, disclosed or disseminated in any way or form to anyone except the Parties, the Parties' attorneys or the Parties' own employees, contractors, agents or consultants who have a reasonable need to know said Confidential Information, who are advised as to the confidential and proprietary nature of such Confidential Information and who shall be bound by the restrictions on use as specified in this Agreement.

24.4 **Disclosure of Confidential Information to Third Parties.** If a third party, including any regulatory agency, requests or demands by subpoena, discovery request, public record request or otherwise, any or all of the Confidential Information or any other document or information exchanged or made available in furtherance of the Parties' common interest, each Party will notify the other Party in writing as soon as practicable. All reasonable steps must be taken to enable a Party to assert and any all applicable rights to privileges or protections with regard to such documents or information. Additionally, a Party contesting the disclosure of Confidential Information shall have the ability to seek a judicial determination preventing the disclosure of the Confidential Information before it is disclosed to any outside party. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes or claim that Confidential Information should not be disclosed, the burden of seeking a judicial determination preventing the dis-

closure of the Confidential Information, by way of injunctive or other relief, as provided by law, shall be upon the Party asserting the exemption or claim. Nothing herein is meant to contravene any applicable provision of chapter 119, Florida Statutes. To the extent that a document constitutes a public record under chapter 119, Florida Statutes and is not otherwise exempt from production, the originator of the document must be notified prior to or contemporaneous with the production of the document to the extent feasible. Additionally, nothing herein shall be construed to expand the scope of chapter 119, Florida Statutes, or to include documents as public records which would not otherwise be considered public records under chapter 119, Florida Statutes. Absent a judicial determination preventing the disclosure of Confidential Information, a Party complying with chapter 119, Florida Statutes or other applicable requests for disclosure shall not be deemed to have violated this Section.

25. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of chapter 119, Florida Statutes, and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all project documents and materials that are subject to the provisions of chapter 119, Florida Statutes. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed, nor is intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.

26. NOTICES. All notices provided for in this Agreement must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt

requested, and the notice sent by certified mail or registered mail is received by the Party upon which notice is given, and a copy is simultaneously sent to the Party's Project Representative or Project Administrator by email. A copy shall also be sent to all other Parties by U.S. Mail. All notices shall be delivered or sent to the Parties at their respective address shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Parties. If any notice is sent by mail, it shall be deemed to be given on the third day following mailing, which is not a Saturday, Sunday or a day on which the United States Mail is not delivered:

As to Cocoa:	City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922
With copy to:	Utilities Director City of Cocoa 351 Shearer Boulevard Cocoa, Florida 32922
	City Attorney City of Cocoa 65 Stone Street Cocoa, Florida 32922
As to County:	County Administrator Orange County Government P.O. Box 1393 Orlando, Florida 32802

With copy to:	Utilities Director Orange County Utilities 9150 Curry Ford Road Orlando, Florida 32825
	County Attorney Orange County Attorney's Office P.O. Box 1393 Orlando, Florida 32802
As to OUC:	General Manager & CEO Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
With copy to:	General Counsel Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
As to TWA:	Executive Director Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
With copy to:	General Counsel Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
As to ECFS:	Vice-President 4550 Deer Park Road St. Cloud, Florida 34773
With copy to:	Hopping, Green & Sams P.O. Box 6526 Tallahassee, Florida 32314

As to FRI: President
Farmland Reserve, Inc.
13754 Deseret Lane
St. Cloud, Florida 34773

With copy to: Hopping, Green & Sams
P.O. Box 6526
Tallahassee, Florida 32314

27. TIME EXTENSIONS. The Parties may by Consensus extend or change any of the deadlines specified in this Agreement.

28. WAIVER. 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.

29. ENTIRE AGREEMENT. The agreements and obligations of the Parties set forth in this Agreement shall be the several, and not joint, agreements and obligations of the Parties. This Agreement, including exhibits, and the other TCR/SJR Project Agreements, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with subject matter hereof, except as specifically set forth herein. Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Agreement. Additionally nothing in this Agreement is intended to change any existing agreement between the SJRWMD and any Party to this Agreement regarding TCR.

30. 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 Orange County or Osceola County, Florida. The Parties hereby waive their right to a jury trial.

31. LIABILITY AND INSURANCE.

31.1 **Sovereign Immunity**. Cocoa, OCU, OUC and TWA 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 these Parties. Additionally, OCU, ECFS, OUC and TWA are not jointly or severally liable for any tort attributable to the Project Administrator and that only the Project Administrator shall be liable for any torts attributable to it for torts of its officers, agents, attorneys or employees under this Agreement, and then only the extent of the waiver of sovereign immunity or limitations specified in section 768.28, Florida Statutes. Finally, the Project Administrator expressly agrees to indemnify and hold OCU, ECFS, OUC and TWA harmless from any injury that the Project Administrator or its officers, agents, attorneys, employees or invitees sustain while carrying out the Project Administrator's obligations under this Agreement.

31.2 **Indemnification**. All contracts and subcontracts for any work, goods and/or services must include hold harmless and indemnification provisions to protect all of the Parties in a form acceptable to the Parties. The consultant(s), subconsultant(s) or other contractors must provide evidence of acceptable levels and qualities of insurance and of said hold harmless and indemnity prior to commencement or work and access to any of the property of the Parties.

31.3 **Insurance**. All contracts and sub-contracts for any work goods and/or services that may involve access to FRI's lands must include a requirement that the contracting entity carry insurance acceptable to FRI protecting FRI from any liability due to the contracting entity's entry upon FRI's lands. The Project Administrator, Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator must submit draft contract language containing this language to FRI to review and allow FRI thirty (30) days to review and comment on the same. If FRI submits comments, the Project Administrator shall use all rea-

sonable efforts to incorporate FRI's comments into the contracts and subcontracts as applicable.

32. OWNERSHIP OF MATERIALS. Ownership and copyright to all materials and all accompanying data (in all formats) used, developed or produced pursuant to work done under this Agreement is vested in the Parties. Any source document or materials developed, secured or used in the performance of this Agreement shall be considered the property of the Party from which such documents or materials originated.

33. CONSTRUCTION OF AGREEMENT.

33.1 The Parties acknowledge that each Party and its legal counsel participated in the negotiation of this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Agreement to be drafted.

33.2 Words importing the singular number include the plural in each case and vice versa, and words importing persons include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, refer to this Agreement; the term "heretofore" means before the date of this Agreement is executed; and the term "hereafter" means after the date this Agreement is executed. The terms "include," ""includes," and "including" shall be deemed to be followed by the words "without limitation."

33.3 Unless otherwise stated, any reference in this Agreement to any entity shall include its permitted successors and assigns.

33.4 Any headings preceding the texts of the sections and subsections of this Agreement and marginal notes appended to copies hereof are solely for convenience of reference and neither constitute a part of this Agreement nor affect its meaning, construction or effect.

33.5 All Exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement. Capitalized terms used in the Exhibits hereto, but not otherwise defined therein, shall have the respective meanings assigned to such terms in this Agreement.

33.6 In the event of a conflict between a provision of this Agreement and a provision of any Exhibit to this Agreement, the provisions of this Agreement and the Exhibit shall be read as one Agreement and each provision is to be construed in harmony with the other provision to give each provision a reasonable meaning and avoid any interpretation that renders one or more provisions useless or redundant. Under the circumstances when a provision of the Agreement cannot be reconciled with a provision of the Exhibit, the provision in the Agreement shall prevail.

33.7 In the event of a conflict between this Agreement and the General Implementation Agreement, the General Implementation Agreement shall prevail.

33.8 External documents, instruments, or other writings, drafts, mediator's notes, notes of any of the Parties, or other materials produced during the TCR/SJR mediation sessions attended by the Parties shall not be used to interpret this Agreement or be used to resolve any conflict between this Agreement and any other TCR/SJR Project Agreement or instrument.

34. TERM, TERMINATION.

34.1 This Agreement shall take legal effect on the Effective Date. Unless terminated earlier, this Agreement shall remain in effect in perpetuity.

34.2 Unless otherwise agreed to by the Parties, the Agreement shall terminate early, if:

34.2.1 The General Implementation Agreement should terminate; or

34.2.2 Upon Consensus of all the Parties at any time.

34.3 Upon termination of this Agreement, each Finished Water Transmission Line Party and each Raw Water Transmission Line Party shall retain their ownership interest in their respective TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project.

35. AMENDMENT. This Agreement may be amended only if all the Parties agree. Amendments must be written and be signed by all Parties.

36. COMPLIANCE WITH APPLICABLE LAW. The Parties, their employees, contractors, subcontractors and assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this Agreement.

37. CONFLICT RESOLUTION. Before proceeding to the default and remedy provisions of this Agreement in Section 38, in the event of a conflict between separate TCR/SJR Finished Water Transmission Line Projects, separate TCR/SJR Raw Water Transmission Line Projects or both, the Project Administrators for each of the projects shall attempt to resolve the conflict. The conflict resolution process shall commence with a Project Administrator providing written notice to the Project Administrator(s) for the conflicting TCR/SJR Finished Water Transmission Line Project or conflicting TCR/SJR Raw Water Transmission Line Project of the conflict. After transmittal and receipt of the notice of conflict, the disputing Project Administrators shall meet at least once within ten (10) days after delivery of such notice at a reasonable time and place, as mutually agreed to attempt to resolve the conflict. The disputing Project Administrators shall continue meeting thereafter as often as they reasonably deem necessary in an attempt to resolve the conflict. If these discussions fail to resolve the conflict within thirty (30) days of the initial notice, or the disputing Project Administrators fail to meet within ten (10) days of the initial notice, if practicable and possible, then any of the Finished Water Transmission Line Parties and/or Raw Water Transmission Line Parties participating in the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, which were deemed to be in conflict as a result of the initial notice of conflict may provide written notice to the Project Administrators and all the participating Finished Water

Transmission Line Parties and/or Raw Water Transmission Line Parties of the conflict. After transmittal and receipt of this second notice of conflict, then the executive officers of each of the disputing Project Administrators and participating Finished Water Transmission Line Parties and/or Raw Water Transmission Line Parties shall meet to attempt to resolve the conflict. This meeting shall take place within ten (10) days after delivery of the second notice of conflict at a reasonable time and place, as mutually agreed to attempt to resolve the conflict. The executive officers shall continue meeting thereafter as often as they reasonably deem necessary in an attempt to resolve the conflict. If these discussions fail to resolve the conflict within thirty (30) days of the second notice of conflict, or the disputing executive officers fail to meet within ten (10) days of the second notice of conflict, if practicable and possible, then any of the disputing Project Administrators, Finished Water Transmission Line Parties or Raw Water Transmission Line Parties may initiate the default and remedy provisions of this Agreement in Section 38.

38. DEFAULT AND REMEDY.

38.1 **Default**. 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.

38.2 **Notice of Default and Opportunity to Cure**. Upon occurrence of a Default by any Party, one or more of the other Parties shall deliver written notice to the Party in Default in the manner provided in Section 26, identifying the specific nature of the Default therein. The Party in Default shall have thirty (30) days within which to cure such Default. Provided, if the Default is of such a nature that it cannot be cured within thirty (30) days, the Party in Default shall have such additional time as may be necessary to cure the Default, so long as within said period, the Party in Default commences the cure and diligently prosecutes such cure until completion.

38.3 **Remedy for Default**. For any Default not cured as provided in Section 38.2, above, non-defaulting Parties, may individually or jointly seek specific performance arising from such Default.

38.4 **Mediation**. Prior to seeking any remedy for a Default as provided in Section 38.3, a Party shall seek to mediate the dispute with the Party in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Parties a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within ten (10) days after receipt of the notice from the requesting Party, the other Parties shall, in writing, provide notice of either the selection of one of the mediators proposed by the requesting Party or offering a list of three additional mediators for consideration. Within ten (10) days of the requesting Party's receipt of the notice, the Parties shall meet for the purpose of selecting one of the mediators proposed by any of the Parties. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter under consideration. Within twenty (20) days after a mediator is named by the Parties, a time and date for the mediation shall be scheduled and documented in writing. The mediation shall be conducted expeditiously and the location of the mediation shall be at a location mutually selected by the Parties, or at a location of the mediator's choosing if the Parties can't agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their respective attorney's fees, expert fees and other related expenses. Any settlement achieved through mediation shall be made in writing with a copy delivered to all the Parties.

38.5 **Force Majeure Event**. 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 Parties. The Parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a Party from carrying out this Agreement.

38.6 **Payment Dispute**. A Finished Water Transmission Line Party or a Raw Water Transmission Line Party that disputes a payment of their respective TCR/SJR Finished Water Transmission Line Project Charge or TCR/SJR Raw Water Transmission Line Project Charge under Sections 14 and 15 shall be obligated to continue paying the disputed charge until the disagreement is resolved. If the dispute is decided in the favor of the Finished Water Transmission Line Party or the Raw Water Transmission Line Party, the Project Administrator shall be required to either pay the disputed charge either as a credit against the TCR/SJR Finished Water Transmission Line Project Charge or the TCR/SJR Raw Water Transmission Line Project Charge, as the case may be, for the next Fiscal year or through a direct one-time payment to the Finished Water Transmission Line Party or the Raw Water Transmission Line Party.

38.7 **Suspension of Ability to Utilize the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project**. A Finished Water Transmission Line Party or a Raw Water Transmission Line Party that fails to pay their respective TCR/SJR Finished Water Transmission Line Project Charge, TCR/SJR Raw Water Transmission Line Project Charge or any portion thereof within ninety (90) days following its due date shall be in default of this Agreement and upon thirty (30) days written notice, the Project Administrator may suspend the Finished Water Transmission Line Party's right to utilize the TCR/SJR Finished Water Transmission Line Project or the Raw Water Transmission Line Party's right to utilize the TCR/SJR Raw Water Transmission Line Project. Suspension of use of a TCR/SJR Finished Water Transmission Line by a Finished Water Transmission Line Party or use of a TCR/SJR Raw Water Transmission Line Project because of its failure to pay the TCR/SJR Finished Water Transmission Line Pro-

ject Charge, the TCR/SJR Raw Water Transmission Line Project Charge or any portion thereof shall not excuse the Finished Water Transmission Line Party or the Raw Water Transmission Line Party from paying the Project Administrator the Base Charge, when it becomes due nor prohibit the Project Administrator from continuing to charge interest on the amount unpaid. Upon payment of all outstanding TCR/SJR Finished Water Transmission Line Project Charges, including any interest and all outstanding TCR/SJR Raw Water Transmission Line Project Charges, including interest, the Project Administrator shall immediately allow the Finished Water Transmission Line Party full use of the TCR/SJR Finished Water Transmission Line and the Raw Water Transmission Line Party full use of the TCR/SJR Finished Water Transmission Line Project. The Project Administrator's decision to suspend a Finished Water Transmission Line Party's use of the TCR/SJR Finished Water Transmission Line or a Raw Water Transmission Line Party's use of the TCR/SJR Raw Water Transmission Line under this section shall not be considered a default under Section 38.1. However, the Project Administrator's failure to allow use of a TCR/SJR Finished Water Transmission Line or a TCR/SJR Raw Water Transmission Line upon payment of all outstanding TCR/SJR Finished Water Transmission Line Project Charges or all outstanding TCR/SJR Raw Water Transmission Line Project Charges, including any interest, may constitute a default under Section 38.1.

39. ATTORNEY'S FEES. Each Party shall bear its own attorney's fees, costs, and expenses in any litigation, suit, dispute, controversy, arbitration, mediation, or proceeding, including appellate proceedings involving another Party, arising out of, based on, or related to, this Agreement. This is not intended to prevent a Project Administrator from collecting its attorney's fees, costs and expenses as Operation and Maintenance Costs.

40. MISCELLANEOUS PROVISIONS.

40.1 No Party shall be deemed to be an agent of another Party nor shall represent that it has the authority to bind another Party.

40.2 In computing any period of time under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday, or legal holiday, the period of time shall run until the end of the next calendar day which is not a Saturday, Sunday, or legal holiday.

40.3 Nothing in this Agreement shall be deemed a waiver of any government Party's police powers.

[*Signature pages to follow*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Orange County, Florida

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
for Teresa Jacobs
County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: _____
for Deputy Clerk

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Orlando Utilities Commission.

ATTEST:

Print Name

ELIZABETH M MASON

ORLANDO UTILITIES COMMISSION

By: _____

Kenneth P. Ksionek,
General Manager & CEO

Approved as to form and legality,
OUC Legal Department

By: _____

Date: 8/30/17

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Tohopekaliga Water Authority.

TOHOPEKALIGA WATER AUTHORITYT
an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature

By: _____
Tom E. White, Vice Chair
Board of Supervisors

Date: August 30, 2017

ATTEST:

_____
Clarence L. Thacker, Secretary
Board of Supervisors

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by East Central Florida Services, Inc.

EAST CENTRAL FLORIDA SERVICES, INC.

By: _____
K. Erik Jacobsen, President

Attest: David R. Wright

Date: 8/23/2017

Approved as to Form:

_____
Eric T. Olsen, Esq.
Legal Counsel

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the City of Cocoa, Florida

CITY OF COCOA, a Florida municipal corporation

By: _____
Henry U. Parrish III
Mayor

ATTEST:

By: _____
Carie Shealy, MMC

APPROVED AS TO FORM:

_____
Anthony A. Garganese, Esq.
City Attorney

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Farmland Reserve, Inc.

FARMLAND RESERVE, INC.

By: Don M. Sleight

Don M. Sleight, Chief Executive Officer

Attest: Duane Lent

Date: 8/16/2017

Approved as to Form:

Eric T. Olsen, Esq.,
Legal Counsel

EXHIBIT A – MAP OF POTENTIAL FINISHED AND RAW WATER TRANSSMISSION LINE ROUTES

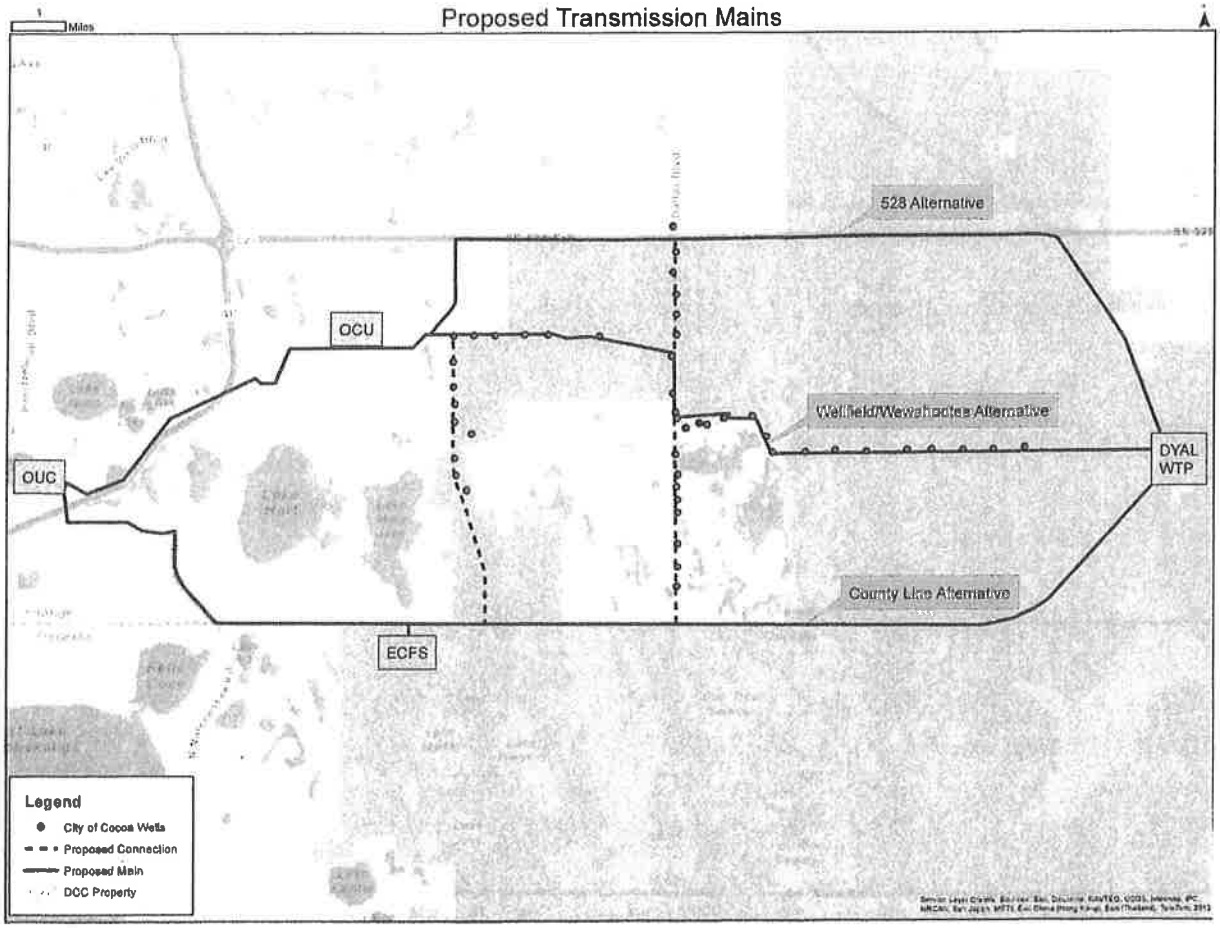


EXHIBIT B – ROUTING STUDY SUMMARY OF ACTIVITIES

INTRODUCTION

The work contemplated under Routing Study is to address the routing and location of the TCR/SJR Finished Water Transmission Line Project(s)/TCR/SJR Raw Water Transmission Line Project(s). The following tasks and descriptions generally describe the anticipated consulting services required under this Agreement. It is anticipated that that multiple consultants including engineering, surveying, environmental and legal services will be required. It is anticipated that there will be a primary technical consultant selected under this Agreement and legal services will be provided by the individual legal representatives of the Parties participating in the Routing Study.

EVALUATION OF POTENTIAL TRANSMISSION LINE ROUTES

Three potential routes for Finished Water Transmission Line Projects and Raw Water Transmission Line Projects have been identified by the Parties, the "528 Alternative," the "Wellfield/Wewahootee Alternative" and the "County Line Alternative" which are identified in **Exhibit A**. Prior to the selection of the technical consultant, the Parties identified participating in the Routing Study may by Consensus expand the potential transmission line routes to be evaluated beyond those identified in **Exhibit A**. Selection of a transmission line route beyond the three routes identified above shall require the approval of FRI.

The Parties have agreed to spend six (6) months after the Effective Date of this Agreement evaluating routes for potential TCR/SJR Finished Water Transmission Line Projects and TCR/SJR Raw Water Transmission Line Projects. The underlying concept is that the Parties participating in the Routing Study, in consultation with the technical consultant, will provide information relevant to the selection of a transmission line route that meets the requirements of the Water Suppliers, excluding Cocoa for the successful implementation of the SJR/TCR Project in a cost-effective manner. The technical consultant will consolidate this information and conduct an evaluation of the three potential routes.

This task will include the collection of documents and information by the technical consultant from the Parties. This information will be used in consideration of feasibility of the options identified in **Exhibit A** with regard to pipeline, location, capacity, cost of right-of-way acquisition, construction cost, regulatory restrictions, and any other relevant factors identified by the technical consultant.

This work will also include collecting documents and information regarding the potential for one or more Finished Water Transmission Line Parties to connect to another Finished Water Transmission Line Party's water supply system and obtain their share of Finished Water from the TCR/SJR Project.

The technical consultant shall provide the Parties participating in the Routing Study a report regarding its evaluation no later than one hundred eighty (180)-days from the Effective Date of this Agreement.

AGREEMENT FOR
TCR/SJR PROJECT MANAGER SERVICES

THIS AGREEMENT is made and entered into this 12th day of December 2017, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **WATER RESOURCE ASSOCIATES, LLC**, a Florida limited liability company, authorized to conduct business in the State of Florida, whose address is 4260 West Linebaugh Avenue, Tampa, Florida 33624 hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the City of Cocoa, along with Orange County, Orlando Utilities Commission, Tohopekaliga Water Authority, East Central Florida Services, Inc., and Farmland Reserve, Inc., are currently pursuing the Taylor Creek Reservoir/St. Johns River Water Supply Project pursuant to a series of TCR/SJR Project Agreements, effective November 1, 2017, including, but not limited to, the Permitting Agreement and Transmission Line Agreement; and

WHEREAS, the City of Cocoa serves as the Project Administrator under the Permitting Agreement and additionally, the City of Cocoa serves as the Project Administrator under the Transmission Line Agreement solely related to the task of completing the required routing study for future water transmission lines; and

WHEREAS, in its capacity as Project Administrator under the aforesaid Agreements, the City of Cocoa must designate a project manager; and

WHEREAS, the City of Cocoa desires to designate Mark Farrell of Water Resource Associates, LLC. as Project Manager for purposes of providing the consulting services necessary to accomplish the scope of work required of the Project Administrator as specifically identified in the Permitting Agreement and Transmission Line Agreement (routing study); and

WHEREAS, Mark Farrell and Water Resource Associates desire to accept the designation of Mark Farrell as Project Manager; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes;* and

WHEREAS, Consultant is willing to provide such services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of

which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS; GENERAL ENGAGEMENT.

1.1 Term; Termination for Convenience. It is the intent of the City and Consultant that the term of this Agreement shall remain in effect until the City's role as Project Administrator under the Permitting Agreement and Transmission Line Agreement has been completed. Notwithstanding, the City shall have the right to terminate this Agreement for convenience, without penalty, by providing Consultant thirty (30) days written notice. Consultant shall have the right to terminate this Agreement for convenience, without penalty, by providing the City within at least ninety (90) days written notice. The City shall also have the right to terminate this Agreement upon default pursuant to paragraph 16.0 herein. Upon either party providing a notice of termination to the other party, Consultant agrees to fully cooperate with the City to ensure an orderly and professional transition, to different project manager designated by the City, regarding all work performed and being undertaken by the Consultant under this Agreement at the time such notice is provided. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for services properly performed prior to and up to the effective date of termination. Upon the effective date of termination, the Parties shall no longer have any rights and privileges associated with this Agreement, with the exception that any claims that the City may have under this Agreement, whether invoked prior to or after termination of this Agreement, shall survive the termination of this Agreement.

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consulting services set forth hereunder.

b. "City" or "Project Administrator" shall be used interchangeably and mean the city of Cocoa.

c. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

d. "Consultant" shall mean Water Resource Services, LLC, a Florida Corporation, and its principals, employees, resident project representatives (and assistants), and specifically Mark Farrell who shall serve as the City's Project Manager under the Permitting Agreement and Transmission Line Agreement.

e. "Project Manager" shall have the same meaning as stated in the Permitting Agreement

and Transmission Line Agreement.

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

g. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees, in writing, to reimburse.

h. "Work" or "Services" shall be used interchangeably and shall include the performance of the scope of work assigned to the City as Project Administrator under the Permitting Agreement and Transmission Line Agreement and the scope of work also expressly set forth under this Agreement.

i. "Permitting Agreement" shall mean that certain agreement entered into by the Project Parties, a copy of which is attached hereto as **EXHIBIT "A"** to this Agreement, and any amendments thereto. However, **EXHIBIT A** is actually labeled Exhibit F as it was labeled under the TCR/SJR Project General Implementation Agreement.

j. "Project Parties" shall mean City of Cocoa, a Florida municipal corporation, Orange County, a charter county and political subdivision of the State of Florida, Orlando Utilities Commission, a statutory commission created within the government of the City of Orlando created by special act of the Florida Legislature, Tohopekaliga Water Authority, a special district created by the Florida Legislature, East Central Florida Services, Inc., a Florida corporation, and Farmland Reserve, Inc., a Utah non-profit corporation

k "Transmission Line Agreement" shall mean that certain agreement entered into by the Project Parties, a copy of which is attached hereto as **EXHIBIT "B"** to this Agreement, and any amendments thereto. However, **EXHIBIT B** is actually labeled Exhibit G as it was labeled under the TCR/SJR Project General Implementation Agreement.

1.3 Engagement. The City hereby engages the Consultant and Consultant agrees to perform the Services outlined in this Agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES; RATE SCHEDULE

2.1 The Consultant agrees to perform the following scope of work:

a. Consultant shall perform the scope of work as the Project Administrator's Project

Manager pursuant to the terms and conditions set forth under the Permitting Agreement.

b. Consultant shall perform the scope of work as the Project Administrator's Project Manager pursuant to the terms and conditions set forth under the Transmission Line Agreement related to the completion of the required routing study only.

c. Consultant shall perform the scope of work as more specifically described in the Scope of Work described in **EXHIBIT "C"** to the extent consistent and not in conflict with the City's responsibilities under the Permitting Agreement and Transmission Line Agreement.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other consulting companies to provide professional consultant services.

2.3 The maximum hourly rates and certain direct charges that can be charged under this Agreement by Consultant are set forth in **EXHIBIT "C."** The estimated budget to perform the services under this Agreement is set forth in Exhibit "1" of **EXHIBIT "C."** The budget was prepared based on the best information available at the time this Agreement. As the Project scope is better defined, actual levels of effort required and associated fees might differ from the estimated budget and require coordination between the Consultant and the City. At all times, Consultant shall proceed with specific tasks under this Agreement with an eye towards being at or under budget to the maximum extent possible. Notwithstanding the budget, compensation paid to the Consultant shall be based on actual time reasonably expended.

3.0 SCHEDULE

3.1 Consultant shall perform services in conformance with the requirements set forth in the Permitting Agreement and Transmission Line Agreement, unless otherwise directed by the City in its capacity as Project Administrator under said agreements. Consultant shall complete all of said services in a timely manner and will keep City apprised of the status of work as reasonably requested by the City. Should Consultant fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

3.2 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

4.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

4.1 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes. However, Consultant recognizes and agrees that all or portions of Consultant's invoices will be proportionately

paid by the Project Parties in accordance with the cost sharing and payment terms set forth in the Permitting Agreement and Transmission Line Agreement and that the City will have to process Consultant's invoices for payment by the Project Parties in accordance with said agreements before invoices are paid.

4.2 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.

4.3 Errors and Deficiencies. Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.

4.4 Payment Offsets. To the extent that Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by Consultant.

4.5 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.

4.6 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant shall not make any claim nor seek any damages of any kind against the City or Project Parties for any delays, impacts, disruption or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement.

5.0 RIGHT TO INSPECTION

5.1 The City, or the Project Parties in coordination with the City, shall at all times have the right to review or observe the Services performed by Consultant.

5.2 No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

6.0 CITY"S PROJECT ADMINISTRATOR; PROGRESS MEETING

6.1 The City's designated Project Administrator under the Permitting Agreement and Transmission Line Agreement shall be Jack Walsh, Utilities Director, unless otherwise notified in writing by the City. The Project Administrator or designated members of his staff may hold periodic progress meetings on an as needed basis and as often as necessary for the City to implement its role and responsibilities as Project Administrator under the Permitting Agreement and the Transmission Line Agreement related to the completion of the routing study.

7.0 SAFETY

7.1 Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of himself and with respect to the corporation, its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

8.0 REASONABLE ACCESS

8.1 During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

9.0 INSURANCE

9.1 Liability Amounts. During the term of this Agreement, Consultant shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant.

c. The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Consultant 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 Consultant or by anyone directly or indirectly employed by the Consultant.

d. The Consultant shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

9.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

9.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City, and Project Parties to the extent required by the Permitting Agreement and Transmission Line Agreement, shall be named on the insurance policies included in article 9.l.b and 9.l.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

9.4 Independent Associates and Consultants. All independent associates and consultants employed by Consultant to perform any Services hereunder, if any, shall fully comply with the insurance provisions contained in this paragraph.

10.0 COMPLIANCE WITH LAWS AND REGULATIONS

10.1 Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

11.0 REPRESENTATIONS

11.1 Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement, shall be consistent with recognized and sound Consulting practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement. If requested by the City, Consultant shall provide City with a written schedule for specific services performed under this Agreement and such schedule shall provide for ample time for the City, and if necessary the Project Parties, to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. Mark Farrell and other designated representatives of Water Resource Consultants shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations and the TCR/SJR Project Documents, effective November 1, 2017. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services by any other means pursuant to and under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement.

11.2 Consultant represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that

such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

12.0 GUARANTEE AGAINST INFRINGEMENT

12.1 Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, and the Project Parties and their respective officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Consultant may elect to provide non-infringing services. This paragraph shall survive termination of this Agreeement.

13.0 DOCUMENTS

13.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Consultant 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 Consultant related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or Consultant. 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 Consultant are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'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, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Consultant is required to and agrees to comply with public records laws. Consultant shall keep and maintain all public records required by the City to perform the services as agreed to herein. Consultant shall provide the City, 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. Consultant 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, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Consultant 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, Consultant 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 City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Consultant of the request and Consultant shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If Consultant does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Consultant acknowledges that if Consultant does not provide the public records to the City within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes. Consultant acknowledges that if a civil action is filed against Consultant to compel production of public records relating to this Agreement, the court may assess and award against Consultant 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 Consultant, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Consultant to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If Consultant fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Consultant's failure to comply with this Section, the City shall collect from Consultant prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Consultant. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of Consultant's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

a. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Consultant and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and/or Project Parties as set forth in the Permitting Agreement or Transmission Line Agreement and may be reused by the City and/or the Project Parties, as the case may be under the Permitting Agreement and Transmission Line Agreement, for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the services outlined in this Agreement. Any reuse for an undertaking other than for the services without verification or adaptation by the Consultant, or its independent

contractors and associates if necessary, to specific purposes intended will be at the City's and/or Project Parties sole risk and without liability or legal exposure to the Consultant.

b. Ownership of Documents. The City and the Consultant agree that upon payment of fees due to the Consultant by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, or any services hereunder, shall be the sole property of the City, and the City is vested with all rights therein, unless otherwise shared by the Project Parties as set forth in the Permitting Agreement and Transmission Line Agreement. The Consultant waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

14.0 ASSIGNMENT

14.1 It is understood and agreed upon by the parties that Mark Farrell of Water Resource Associates, Inc. shall serve as the Project Manager under this Agreement. Consultant shall not assign or subcontract this Agreement, without the prior, written consent of City.

14.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Consultant, Consultant shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made. If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Consultant who shall take immediate steps to remedy the situation.

15.0 INDEPENDENT CONTRACTOR

15.1 At all times during the term of this Agreement, Consultant shall be considered an independent contractor and not an employee of the City.

16.0 DEFAULT BY CONSULTANT AND CITY'S REMEDIES

16.1 Although the City has the right to terminate this Agreement for convenience at any time, without penalty, in accordance with paragraph 2.2 herein, the City reserves the right to also

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

16.2 Consultant defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

16.3 Consultant is adjudicated bankrupt or makes any assignment for the benefit of creditors or Consultant becomes insolvent, or is unable or unwilling to pay its debts; or

16.4 Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

16.5 Consultant has committed any act of fraud upon the City; or

16.6 Consultant has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

16.7 Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

16.8 Notwithstanding the aforementioned, in the event of a default by Consultant, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

17.0 FORCE MAJEURE

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

18.0 GOVERNING LAW & VENUE

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

19.0 HEADINGS

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

20.0 SEVERABILITY

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

21.0 WAIVER AND ELECTION OF REMEDIES

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

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

22.0 THIRD PARTY RIGHTS

22.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City, Project Parties and Consultant. It is understood by the parties that Consultant's role as Project Manager under the Permitting Agreement and Transmission Line Agreement will in some situations, benefit the Project Parties under said Agreements, and therefore, the Project Parties have been afforded third party beneficiary status under this Agreement with respect to certain project deliverables affecting the Project Parties interests in the TCR/SJR Project and with respect to the indemnification provisions set forth in this Agreement.

23.0 PROHIBITION AGAINST CONTINGENT FEES

23.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than

a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

24.0 ENTIRE AGREEMENT

24.1 This Agreement, including any Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

25.0 NO JOINT VENTURE

25.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

26.0 ATTORNEY'S FEES

26.1 Each party agrees to bear their own attorney's fees and legal costs associated with this Agreement.

27.0 COUNTERPARTS

27.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

28.0 DRAFTING

28.1 City and Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

29.0 NOTICE

29.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Consultant:

Mark D. Farrell
4260 West Linebaugh Avenue

Tampa, Florida 32922
(813) 265-3130

For City:
City of Cocoa
Attention: Jack Walsh, Utilities Director
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

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

30.0 SOVEREIGN IMMUNITY

30.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's or the Project Parties that are governmental agencies right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's or said Project Parties potential liability under state or federal law. As such, the City and said Project Parties shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City or said Project Parties shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars ($100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars ($200,000.00). This paragraph shall survive termination of this Agreement.

31.0 CORPORATE REPRESENTATIONS BY CONSULTANT

31.1 Consultant hereby represents and warrants to the City the following:

a. Consultant is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of Consultant has the power, authority, and legal right to execute and deliver this Agreement on behalf of Consultant.

32.0 INDEMNIFICATION

32.1 Consultant shall indemnify and hold harmless the City and the Project Parties, and their respective officers, employees, and attorneys from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed by the Consultant in the performance of the Agreement.

32.2 Consultant shall also indemnify and hold harmless the City and Project Parties, and their respective officers, employees, and attorneys, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement.

The indemnity provisions set forth in Paragraphs 32.1 and 32.2 shall be considered separate and independent indemnity provisions.

33.0 ADDITIONAL ASSURANCES

33.1 The Consultant for itself and any of its Subconsultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any consulting activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

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

d. The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than Consultant's undersigned representative execution of the Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:
CITY OF COCOA *

By: _____

Print Name/Title: John A. Titkanich, Jr.
City Manager

CONSULTANT:

By: _____

Print Name/Title: _____
PRINCIPAL

ATTEST:

By: _____
City Clerk

*** THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

EXHIBIT G

TCR/SJR Transmission Line Agreement

TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT

TRANSMISSION LINE AGREEMENT

This **TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT TRANSMISSION LINE AGREEMENT** (Agreement) is made and entered into this _____ day of _____, 2017 by and between **EAST CENTRAL FLORIDA SERVICES, INC.**, a Florida corporation, ("ECFS"), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("OCU"), **ORLANDO UTILITIES COMMISSION**, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature ("OUC"), **TOHOPEKALIGA WATER AUTHORITY**, a special district created by special act of the Florida Legislature ("TWA"), the **CITY OF COCOA**, a Florida municipal corporation ("Cocoa"), and **FARMLAND RESERVE, INC.**, a Utah non-profit corporation ("FRI")(collectively the "Parties" including FRI and Cocoa, collectively the "Water Suppliers" excluding FRI and collectively either the "Raw Water Transmission Line Parties" or the "Finished Water Transmission Line Parties" for the Water Suppliers participating in the implementation of any TCR/SJR Finished Water Transmission Line Project or any TCR/SJR Raw Water Transmission Line Project).

1. DEFINITIONS. As used in this Agreement:

   1.1 "528 Alternative" means one of three identified potential routes for a TCR/SJR Finished Water Transmission Line Project and/or a TCR/SJR Raw Water Transmission Line Project, as specified in **Exhibit A** to this Agreement.

   1.2 "Additional TCR/SJR Quantity" means an additional estimated 23.67 MGD to 33.67 MGD long-term annual average that would be available from TCR for public water use by blending water from the SJR with water contained in TCR to increase the yield and reliability of TCR upon completion of the TCR Levee Improvements.

1.3 "Base Charge" means for any Fiscal Year, that component of the TCR/SJR Finished Water Transmission Line Project Charge or TCR/SJR Raw Water Transmission Line Project Charge computed according to Section 14.

1.4 "Bidding Budget" means the approved maximum cost for the award of construction contracts. The Bidding Budget is set at the completion of the final design for the specific infrastructure as noted in this Agreement.

1.5 "Book Value" means the difference between the total Capital Cost of an asset and its accumulated depreciation.

1.6 "Capital Cost" means the one-time expenses incurred for acquisition of real property, tangible property and intangible property, the construction of tangible personal property, engineering and other expenditures required for construction or expansions of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, or Environmental Permitting activities and associated engineering that are not directly incorporated into the TCR/SJR Finished Water Transmission Line Charge or TCR/SJR Raw Water Transmission Line Charge.

1.7 "Confidential Information" means any documents, communications or other information disclosed to one or more Parties by another Party in furtherance of the Parties' common interest.

1.8 "Consensus" means, (a) when applied to the Procurement Committee, the unanimous consent of all the Procurement Committee Members present at a Procurement Committee meeting, which shall be recorded in the minutes of the Procurement Committee meeting, and, (b) when applied to the Parties, the Water Suppliers, the Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties, the unanimous consent of all the Parties, Water Suppliers, Finished Water Transmission Line Parties or Raw Water Transmission Line Parties, as applicable, which shall be recorded in a letter agreement executed by

the director or executive officer of each Party, Water Supplier, Finished Water Transmission Line Party or Raw Water Transmission Line Party, if expressly required by the Agreement or, if requested by one or more of the Parties, Water Suppliers, Finished Water Transmission Line Parties or Raw Water Transmission Line Parties.

1.9 "Construction Budget" means the approved maximum cost for the actual construction of specific infrastructure noted herein, including contingency. The Construction Budget is set after the bidding and selection of a contractor or contractors.

1.10 "Cost Allocations" means each participating Party's portion of the TEC for the Routing Study, as set forth in Section 5.1 of this Agreement.

1.11 "County Line Alternative" means one of three identified potential routes for a TCR/SJR Finished Water Transmission Line Project and/or Raw Water Transmission Line Project, as specified in **Exhibit A** to this Agreement.

1.12 "Delivery Point" means the authorized points of connection between a participating Finished Water Transmission Line Party's water system and a TCR/SJR Finished Water Transmission Line Project or between a participating Raw Water Transmission Line Party's water system and a TCR/SJR Raw Water Transmission Line Project.

1.13 "Design Budget" means the preliminary estimated construction cost developed for the infrastructure, as noted herein, which is set after the completion of a TCR/SJR Finished Water Transmission Line Project PDR(s) and/or a TCR/SJR Raw Water Transmission Line Project PDR(s).

1.14 "Dyal POC" means the point(s) where the Dyal WTP connects to one or more TCR/SJR Finished Water Transmission Line(s) or TCR/SJR Raw Water Transmission Line(s).

1.15 "Dyal WTP" means that public water treatment facility, associated infrastructure, and real property rights owned by Cocoa and located off State Road 520 in east Orange County, as may be acquired, upgraded and expanded pursuant to the General Implementation Agreement or by Cocoa separately.

1.16 "Effective Date" means the date all the TCR/SJR Project Agreements are fully executed by the parties to each contract. Cocoa shall memorialize the Effective Date and provide a notice of the Effective Date to all the Parties.

1.17 "Enterprise Fund" means a separate fund wherein all revenues and expenditures are maintained and reported and are not comingled with the revenues and expenses for any general fund or other user fee based funds.

1.18 "Environmental Permit(s)" means all permits licenses or other third party approvals necessary for the acquisition, construction, management or operation of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.

1.19 "Finished Water" means treated water that meets all applicable potable water treatment levels prescribed by the Florida Department of Environmental Protection in chapter 62-550, Florida Administrative Code, as well as other applicable regulations.

1.20 "Finished Water Transmission Line Parties" means all the Water Suppliers participating in a TCR/SJR Finished Water Transmission Line Project.

1.21 "Fiscal Year" means a twelve (12) month period which commences on October 1 of each year and ends on the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year of a Project Administrator.

1.22 "Fixed Operation and Maintenance Cost" means all Operation and Maintenance Cost, other than Variable Operation and Maintenance Cost.

1.23 "Force Majeure Event" means any 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 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 even; (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.

1.24 "General Implementation Agreement" means the Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement entered into by the Parties governing the overall development and operation of the TCR/SJR Project.

1.25 "Majority" means, (a) when applied to the Procurement Committee, more than fifty (50%) percent under either a Straight Vote or Weighted Vote and, (b) when applied to participating Finished Water Transmission Line Parties or participating Raw Water Transmission Line Parties, more than fifty (50%) percent under the Weighted Vote Method.

1.26 "Meters" means collectively, those certain water meters and appurtenant recording and transmitting devices to be installed and owned by the Project Administrator for every Delivery Point to its specific TCR/SJR Finished Water Trans-

mission Line Project or TCR/SJR Raw Water Transmission Line Project, as specified in Section 13, which are used to measure and bill the quantity of water being delivered to each participating Finished Water Transmission Line Party or each participating Raw Water Transmission Line Party.

1.27 "MGD" means a flow rate measured in million gallons per day.

1.28 "Operation and Maintenance Cost" means any and all costs incurred by a Project Administrator in operating, maintaining and administering a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, including, but not limited to, related operation, maintenance, management, security and development; labor and labor overhead cost; cost associated with tools, equipment, vehicles, supplies, materials, services and support for the operation, maintenance, management, security and development of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; any cost of litigation or legal judgment against the Project Administrator relating to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; development expenses relating to expansion of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; all costs incurred in planning or applying for, obtaining, maintaining and defending permits; administrative, billing, accounting, legal, insurance and engineering expenses related to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; ordinary and current rentals of equipment or other property related to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; payments in lieu of taxes, and administrative costs incurred by a Project Administrator for management of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. Operation and Maintenance Cost do not include any expenses constituting a Capital Cost or a Renewal and Replacement Cost.

1.29 "Parties" means OCU, OUC, ECFS, TWA, Cocoa and FRI.

1.30 "Phase 4 Dyal Treatment Project Administrator" shall have the same meaning as in the General Implementation Agreement.

1.31 "Phase 4 Dyal Treatment System" shall have the same meaning as in the General Implementation Agreement.

1.32 "Phase 4 Non-Dyal Treatment Project Administrator" shall have the same meaning as in the General Implementation Agreement.

1.33 "Phase 4 Non-Dyal Treatment System" shall have the same meaning as in the General Implementation Agreement.

1.34 "Phase 4 Treatment POC" means a point(s) where a Phase 4 Non-Dyal Treatment System connects to one or more TCR/SJR Finished Water Lines(s). If Cocoa is the only provider of Finished Water in Phase 4 of the General Implementation Agreement, there is no Phase 4 Treatment POC(s).

1.35 "Procurement Committee" means a committee consisting of the Project Manager and the Project Representatives appointed by the Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties, as the case may be, pursuant to Sections 4.4 for the sole purpose of selecting the technical consultant(s) to implement the Routing Study specified in Section 3 or a component of the Scope(s) of Work specified in Section 8.1. The Procurement Committee shall be dissolved after each selection of a technical consultant.

1.36 "Procurement Committee Member" means the Project Manager or a Project Representative, when acting as a member of the Procurement Committee.

1.37 "Project Administrator" means the Water Supplier having overall responsibility for administering the Routing Study or administering a specific TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Pro-

ject. The Project Administrator will be selected in the manner specified in Section 7.

1.38 "Project Manager" means the person or alternate designated by the Project Administrator to manage the Project Administrator's responsibilities under this Agreement.

1.39 "Project Representative" means the person or alternate, who is not a Procurement Committee Member or the Project Administrator, designated by each participating Finished Water Transmission Line Party or participating Raw Water Transmission Line Party to work with the Project Administrator and the Project Manager regarding the management and implementation of a specific TCR/SJR Finished Water Transmission Line Project or a specific TCR/SJR Raw Water Transmission Line Project.

1.40 "Prudent Utility Practice" means any of the practices, methods and acts engaged in, or approved by, a significant portion of the public water supply utility industry in the United States during the relevant time period; or any of the practices, methods and acts, which, in the exercise of reasonable judgment in light of the facts known, or that should have been known, at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with the applicable legal, engineering, reliability, safety and time requirements.

1.41 "Quorum" means, as applied to the Procurement Committee, at least a Majority of Procurement Committee Members and consistent with the applicable law.

1.42 "Raw Water" means water withdrawn from TCR or the SJR by Cocoa that is not treated to Finished Water standards.

1.43 "Raw Water Transmission Line Parties" means all the Water Suppliers participating in a TCR/SJR Raw Water Transmission Line Project.

1.44 "Renewal and Replacement Cost" means all cost incurred by a Project Administrator for the renewal, replacement, upgrade and improvement of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.

1.45 "Routing Study" means the activities authorized under this Agreement, as specified in Section 3.

1.46 "Scope of Work" means the design of the components of a TCR/SJR Finished Water Transmission Line Project, the components of a TCR/SJR Raw Water Transmission Line Project and the acquisition of any necessary real property interests in consideration of the selected transmission line route, as specified in Section 8.1.

1.47 "SJR" means the St. Johns River.

1.48 "SJRWMD" means the St. Johns River Water Management District.

1.49 "Straight Vote" means that each Procurement Committee Member voting on a decision has one equal vote.

1.50 "Substantial Deviation" means that the design or construction of all or a part of the infrastructure to be constructed according to this Agreement is materially different from the design last approved by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties or the cost exceeds the approved Bidding, Construction or Design Budget(s).

1.51 "TCR" or "Taylor Creek Reservoir" means the Taylor Creek Reservoir, an impoundment created by the construction of Levee 73 (L-73) and a water control structure (S-164) as part of the Upper St. Johns River Basin portion of the Central and Southern Florida Federal Control Project and, as of the Effective Date, impounds water on land in the upper portion of Taylor Creek and Cox Creek, tributaries of the SJR and located on lands in Orange and Osceola Counties, Florida.

1.52 "TCR Levee Improvements" means structural alterations to L-73 and associated infrastructure to allow the water level in the TCR to be raised above the regulation schedule in effect as of the Effective Date.

1.53 "TCR/SJR Finished Water Transmission Line" means a transmission line constructed pursuant to this Agreement for the sole purpose of transporting Finished Water from the Dyal POC(s) or Phase 4 Treatment POC(s) to the Delivery Points.

1.54 "TCR/SJR Finished Water Transmission Line PDR" means one or more written reports setting forth the general design and implementation and opinion of probable cost for components of a TCR/SJR Finished Water Transmission Line Project, including any amendments thereto.

1.55 "TCR/SJR Finished Water Transmission Line Project Charge" means for any Fiscal Year, the charge established by a Project Administrator pursuant to Section 14 for development, construction, operation and management of a TCR/SJR Finished Water Transmission Line Project. This charge is composed of the Base Charge and Variable Charge.

1.56 "TCR/SJR Finished Water Transmission Line Project" means a project authorized by this Agreement for the purpose of routing, location, right-of-way acquisition, design, construction, permitting, maintenance and ownership of the facilities connecting the Dyal POC(s) or the Phase 4 Treatment POC(s) and the Delivery Points, including any TCR/SJR Finished Water Transmission Line(s) and any needed water supply system improvements.

1.57 "TCR/SJR Project" means a regional alternative water supply project withdrawing surface water from TCR and, in the future, the SJR to augment TCR for public water supply and agricultural purposes as more specifically stated in the General Implementation Agreement.

1.58 "TCR/SJR Project Administrators" shall have the same meaning as in the General Implementation Agreement.

1.59 "TCR/SJR Project Agreements" mean this Agreement, the General Implementation Agreement and those other agreements identified in Section 3.2 of the General Implementation Agreement.

1.60 "TCR/SJR Raw Water Transmission Line" means a transmission line constructed pursuant to this Agreement for the sole purpose of transporting Raw Water to the Delivery Points.

1.61 "TCR/SJR Raw Water Transmission Line PDR" means one or more written reports setting forth the general design and implementation and opinion of probable cost for components of a TCR/SJR Raw Water Transmission Line Project, including any amendments thereto.

1.62 "TCR/SJR Raw Water Transmission Line Project" means a project authorized by this Agreement for the purpose of routing, location, right-of-way acquisition, design, construction, permitting, maintenance and ownership of the facilities connecting the POCs and Delivery Points, including any TCR/SJR Raw Water Transmission Line(s) and any needed water supply system improvements.

1.63 "TCR/SJR Raw Water Transmission Line Project Charge" means for any Fiscal Year, the charge established by a Project Administrator pursuant to Section 14 for development, construction, operation and management of a TCR/SJR Raw Water Transmission Line Project. This charge is composed of the Base Charge and Variable Charge.

1.64 "TEC" means the total estimated cost to complete the Routing Study.

1.65 "Variable Operation and Maintenance Cost" means all Operation and Maintenance Cost that change in direct proportion to changes in the volume of water conveyed through a TCR/SJR Finished Water Transmission Line Project or a

TCR/SJR Raw Water Transmission Line Project, including operation of any pump stations or booster pump stations that are part of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.

1.66 "Variable Charge" means for any Fiscal Year that component of the TCR/SJR Finished Water Transmission Line Project Charge or the TCR/SJR Raw Water Transmission Line Project Charge computed in accordance with Section 14.

1.67 "Weighted Capacity Allotment" means each participating Finished Water Transmission Line Party's or participating Raw Water Transmission Line Party's proportionate share of capacity in a TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, respectively, weighted over the entire length of the transmission line. For example, a transmission line has a capacity of 15 MGD for the first half of its length and a capacity of 10 MGD for the second half of its length. Party A owns 10 MGD capacity in the first half of the length and 5 MGD capacity in the second half of the length, and Party B owns 5 MGD of capacity along the entire length. The Weighted Capacity Allotment for Party A would be calculated as (10 MGD/15MGD) x 50% length + (5 MGD/10 MGD) x 50% length, for a Weighted Capacity Allotment of 58.333%. The Weighted Capacity Allotment for Party B would be calculated as (5 MGD/15 MGD) x 50% length + (5 MGD/10 MGD) x 50% length, for a Weighted Capacity Allotment of 41.667%.

1.68 "Weighted Vote" or "Weighted Vote Method" (a) when applied to the Procurement Committee, means the Procurement Committee Members voting to approve a decision constitute a Majority of the Weighted Capacity Allotments in a specific TCR/SJR Finished Water Transmission Line Project or a specific TCR/SJR Raw Water Transmission Line Project, (b) when applied to either the participating Finished Water Transmission Line Parties in a TCR/SJR Finished Water Transmission Line Project or the participating Raw Water Transmission Line Parties in a TCR/SJR Raw Water Transmission Line Project, means the participating Finished

Water Transmission Line Parties or the participating Raw Water Transmission Line Parties voting to approve a decision by a Majority of their Weighted Capacity Allotments in the specific TCR/SJR Finished Water Transmission Line Project or in the specific TCR/SJR Raw Water Transmission Line Project, except as otherwise agreed to by a Consensus of the participating Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties, and (c) when applied to the Parties participating in the Routing Study, means the participating Parties voting to approve a decision by a Majority of their Cost Allocations in the Routing Study, except as otherwise agreed to by a Consensus of the Parties participating in the Routing Study.

1.69 "Wellfield/Wewahootee Alternative" means one of three potential routes for a TCR/SJR Finished Water Transmission Line and/or a TCR/SJR Raw Water Transmission Line, as specified in **Exhibit A** to this Agreement.

1.70 "Wholesale Water Supply Contract" means that contract entered into between Cocoa and the other Water Suppliers, as defined in the General Implementation Agreement.

2. AUTHORITY. The Agreement is a legally binding contract, which has been entered into by the Parties under the following the authorities:

2.1 **Cocoa.** Cocoa, A Florida municipal corporation, enters into this Agreement under the authority of its home rule powers, as well as sections 166.021, and 180.02, Florida Statutes and chapter 57-1232, Law of Florida.

2.2 **OCU.** OCU, a charter county, enters into this Agreement under the authority of its home rule powers, as well as sections 125.01(1)(k)1, 125.01(1)(p), 125.01(3)(a) and 153.03(6), Florida Statutes, which authorize counties to enter into agreements with other public agencies and private corporations to accomplish goals for providing water to their customers.

2.3 **OUC.** OUC, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature, enters into this Agreement under the authority of sections 6 and 9 of chapter 9861, Laws of Florida (1923), as amended.

2.4 **TWA.** TWA, an independent special districted created by special act of the Florida Legislature, enters into this Agreement under the authority of section 10(1), chapter 2003-368, Laws of Florida.

2.5 **ECFS.** ECFS enters into this Agreement under the authority of its corporate charter.

2.6 **FRI.** FRI enters into this Agreement under the authority of its corporate charter.

3. ROUTING STUDY. The Parties agree the activities associated with the Routing Study are as specified in **Exhibit B** to this Agreement. The TEC for the Routing Study shall not exceed [**$100,000.00**].

4. ADMINISTRATION.

4.1 A Project Administrator will be designated for the Routing Study, each TCR/SJR Finished Water Transmission Line Project, and each TCR/SJR Raw Water Transmission Line Project. The Project Administrator for the Routing Study shall be selected within thirty (30) days of the Effective Date. If OCU is a participating Finished Water Transmission Line Party or a participating Raw Water Transmission Line Party for a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project utilizing the 528 Alternative, it will be the Project Administrator for said TCR/SJR Finished Water Transmission Line Project and TCR/SJR Raw Water Transmission Line Project. Cocoa shall be the Project Administrator for any TCR/SJR Finished Water Transmission Line Project or any TCR/SJR Raw Water Transmission Line Project utilizing the Wellfield/Wewahootee Alternative route, within the limits of Cocoa's existing wellfield. The participating Finished Water Transmission Line Parties and Raw Water

Transmission Line Parties shall select the Project Administrator for the remainder of any TCR/SJR Finished Water Transmission Line Project or any TCR/SJR Raw Water Transmission Line Project utilizing the Wellfield/Wewahootee Alternative route, which is located outside the limits of Cocoa's existing wellfield. The participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties shall select the Project Administrator for any TCR/SJR Finished Water Transmission Line Project or any Raw Water Transmission Line Project utilizing the County Line Alternative route or any route other than the 528 Alternative or the Wellfield/Wewahootee Alternative.

4.2 Within sixty (60) days of the Effective Date, with regards to the Routing Study, or within thirty (30) days of the selection of a Project Administrator for a TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, the Project Administrator for that TCR/SJR Finished Water Transmission Line Project and/or TCR/SJR Raw Water Transmission Line Project shall provide, in writing to the participating Finished Water Transmission Line Parties and/or participating Raw Water Transmission Line Parties, the name, address, phone numbers, fax numbers and email addresses of its Project Manager. The Project Manager may be changed at any time immediately upon written notice by the Project Administrator to the participating Finished Water Transmission Line Parties and/or participating Raw Water Transmission Line Parties.

4.3 No later than thirty (30) days from the selection of a Project Administrator for the Routing Study, a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, the Parties participating in the Routing Study, the Finished Water Transmission Line Parties participating in the TCR/SJR Finished Water Transmission Line Project and the Raw Water Transmission Line Parties participating in the TCR/SJR Raw Water Transmission Line Project shall each provide in writing to each other and the Project Administrator, the name, addresses, phone numbers, fax numbers and email addresses of their Pro-

ject Representative for the Routing Study, the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. The Project Representative for each Party participating in the Routing Study, for each Finished Water Transmission Line Party participating in a TCR/SJR Finished Water Transmission Line Project or for each Raw Water Transmission Line Party participating in a TCR/SJR Raw Water Transmission Line Project may be changed at any time immediately upon written notice to the other Parties participating in the Routing Study, the other Finished Water Transmission Line Parties participating in a TCR/SJR Finished Water Transmission Line Project and the other Raw Water Transmission Line Parties participating in a TCR/SJR Raw Water Transmission Line Project.

4.4 A Procurement Committee shall be formed upon identification of the Project Representatives by the Parties for the Routing Study, the Finished Water Transmission Line Parties for a TCR/SJR Finished Water Transmission Line Project and the Raw Water Transmission Line Parties for a TCR/SJR Raw Water Transmission Line Project. A Procurement Committee shall have a Chair, who will be responsible for providing all required meeting notices, preparing meeting agendas and summaries, presiding at Procurement Committee meetings and otherwise ensuring that Procurement Committee meetings comply with the open meeting requirements of section 286.011, Florida Statutes. The Project Administrator's Procurement Committee Member shall serve as the Chair. The Procurement Committee shall hold meetings on a schedule and at a location determined by the Procurement Committee, as needed to facilitate the Procurement Committee's authorized decisions, with an agenda the Procurement Committee Chair will provide prior to each meeting. Special meetings of the Procurement Committee shall be called upon written notice from the Project Manager, or upon written notice by a Majority of the Procurement Committee Members to the Project Manager requesting a special meeting. Meeting notices, including the time and location of the meeting, and the agenda for any Procurement Committee meet-

ing shall be provided in writing to all Procurement Committee Members, except in case of an emergency meeting. A Quorum shall be required for all Procurement Committee meetings. The Procurement Committee Members may attend by means of telephonic communication or electronic communication media employing any form of electronic communication the Procurement Committee selects to use as allowed by law for a board subject to the open meeting requirements of section 286.011, Florida Statutes, or successor provision. The Procurement Committee Chair shall be responsible for preparing meeting minutes.

4.5 The Parties desire and intend to encourage the Procurement Committee to decide by Consensus as often as possible. In the event Consensus is not reached, as determined by a Straight Vote of a Majority of the Procurement Committee, Procurement Committee decisions will be made by Weighted Vote, unless otherwise specified in this Agreement.

4.6 The Procurement Committee shall convene no later than sixty (60) days from the selection of a Project Administrator for the Routing Study or within forty-five (45) days of the participating Finished Water Transmission Line Parties' or the participating Raw Water Transmission Line Parties' decision to approve the Scope(s) of Work pursuant to Section 8.1 of any component of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project to develop a request for qualifications for a technical consultant. In the case of the Routing Study, the request for qualifications shall be consistent with the summary of activities contained in **Exhibit B** and in the case of any component of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, the request for proposal shall be consistent with the applicable Scope of Work. In either case, the request for qualifications for the technical consultant shall be consistent with the statutes, ordinances and rules governing procurement of consultants by the Project Administrator(s). The request for qualifications shall be completed no later than one hundred twenty

(120) days from the selection of a Project Administrator for the Routing Study, a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. The request for qualifications shall be approved by the Procurement Committee. If the Procurement Committee fails to develop and approve a request for qualifications within this one hundred and twenty (120) day period, the Project Administrator(s) shall develop the request for qualifications, which shall be deemed approved by the Committee by default. Once the request for qualifications is approved, the Project Administrator(s) shall implement the procurement process according to the statutes, ordinances and rules governing procurement of consultants by the Project Administrator(s), and notify the Procurement Committee of the outcome of the same so that the Procurement Committee can select the technical consultant. If the Procurement Committee selects the technical consultant, the Project Administrator(s) is bound by the Procurement Committee's decision. If the Procurement Committee fails to select or reject a technical consultant within forty-five (45) days after the Project Administrator(s) notifies the Procurement Committee of the results of the procurement process, then the Project Administrator(s) shall select the technical consultant, which shall be deemed approved by the Procurement Committee by default. Once the technical consultant is selected, the Project Administrator shall procure and contract with the technical consultant to implement the Routing Study and/or the Scope(s) of Work. The Administrator shall administer the contract(s) with the technical consultant.

4.7 In discharging its responsibilities the Project Administrator shall, acting through its Project Manager, and in accordance with this Agreement:

4.7.1 Prepare and publish meeting notices for the Procurement Committee.

4.7.2 Prepare and distribute meeting agendas and draft meeting minutes to the Procurement Committee.

4.7.3 Defend any challenge or protest filed with regards to procurement decisions made by the Project Administrator pursuant to this Agreement, including the retention of outside counsel to defend the action.

4.7.4 Prepare and execute contract(s) with technical consultant(s) and other professional(s).

4.7.5 Manage the activities of the technical consultant(s) or other professional(s) to assure that the contract requirements are met.

4.7.6 Solicit and approve the TCR/SJR Finished Water Transmission Line Project PDR(s), the TCR/SJR Raw Water Transmission Line Project PDR(s) and any amendments thereto.

4.7.7 Solicit and approve the Bidding Budget, Design Budget and Construction Budgets for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project.

4.7.8 Solicit and approve construction bids and approve construction contracts for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water.

4.7.9 At a frequency mutually agreed to by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties, provide the Project Representatives a detailed report, including any necessary backup documentation required by the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties as to the status of deliverables and expenditures, including project schedules and expenditures for the next month.

4.7.10 Manage the review of interim and final deliverables.

4.7.11 Coordinate regularly with the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties.

4.7.12 Initiate and process funding requests to the participating Parties for implementation of the Routing Study, provided such costs requests are cumulatively less than the TEC.

4.7.13 Establish the TCR/SJR Finished Water Transmission Line Project Charge for a TCR/SJR Finished Water Transmission Line Project, except the Routing Study, invoice any participating Finished Water Transmission Line Parties for their portion of the TCR/SJR Finished Water Transmission Line Project Charge and collect the TCR/SJR Finished Water Transmission Line Project Charge from the participating Finished Water Transmission Line Parties in accordance with Sections 14 and 15.

4.7.14 Establish the TCR/SJR Raw Water Transmission Line Project Charge for a TCR/SJR Raw Water Transmission Line Project, except the Routing Study, invoice any participating Raw Water Transmission Line Parties and collect the TCR/SJR Raw Water Transmission Line Project Charge from the participating Raw Water Transmission Line Parties in accordance with Sections 14 and 15.

4.7.15 Receive and account for funds received from the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties.

4.7.16 Process and pay invoices from consultants, other professionals and contractors.

4.7.17 Submit or modify applications for Environmental Permits necessary for the successful implementation of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project upon approval by the participating Finished Water Transmission Line Parties or

the participating Raw Water Transmission Line Parties using the Weighted Vote Method. Respond to request for additional information or clarification from regulatory agencies and provide information as needed to finalize necessary Environmental Permit applications and obtain Environmental Permits upon approval by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method. The Project Manager and Project Representatives for each TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project shall jointly develop the applications for the necessary Environmental Permits and any responses to requests for additional information or clarification from regulatory agencies.

4.7.18 Acquire real property interests for each TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, upon approval by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method.

4.7.19 Communicate with regulatory agencies and other interested persons and attend meetings as needed for implementation of the work under this Agreement. The Project Manager shall give the Project Representatives participating in a TCR/SJR Finished Water Transmission Line Project or the Project Representatives participating in a TCR/SJR Raw Water Transmission Line Project advance notice and the opportunity to attend any such meetings.

4.7.20 Negotiate the terms of any Environmental Permit or permit conditions necessary for the successful implementation of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project with the regulatory agencies jointly with the Project Representatives,

subject to approval by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method.

4.7.21 Defend any challenge or protest filed with regards to any Environmental Permits necessary to successfully implement a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, in coordination with the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties.

4.7.22 Undertake legal actions, as necessary to further the work authorized under this Agreement with the approval of the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method.

4.7.23 No later than sixty (60) days after completion of a TCR/SJR Finished Water Transmission Line Project, a TCR/SJR Raw Water Transmission Line Project or termination of this Agreement, whichever is applicable, the Project Administrator(s) shall provide the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties with an accounting of the expenditures of funds and shall reimburse to the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties any unexpended funds contributed by each of the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties.

4.7.24 Coordinate regularly with the TCR/SJR Project Administrators to facilitate and maintain the connection of the TCR/SJR Finished Water Transmission Line Project(s) and the TCR/SJR Raw Water Transmission Line Project(s) to their respective Dyal POC(s) and Phase 4 POC(s) in support of the Wholesale Water Supply Contract.

4.7.25 Measure delivery of Finished Water and/or Raw Water to the Delivery Points and report this information to the TCR/SJR Project Administrators by the 5th day of each month or such other deadline as specified in the Wholesale Water Supply Contract.

5. FUNDING.

5.1 The TEC for the Routing Study shall not exceed $100,000.00 The participating Parties agree to fund the TEC according to the Cost Allocations shown in the table set forth below. Amendments to the TEC are subject to Consensus approval by the participating Parties. Any amendments to the TEC for the Routing Study shall be reflected by written agreement executed by the participating Parties.

Finished Water Transmission Line Party	**Percent (%)**	**Cost Allocation ($)**
OUC	30%	$30,000
TWA	10%	$10,000
ECFS	60%	$60,000
Total	100%	$100,000

5.2 The participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will be assigned a portion of the Capital Cost for the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project in proportion to the Weighted Capacity Allotment held by each of the participating Finished Water Transmission Line Parties or Raw Water Transmission Line Parties in said projects. Each participating Finished Water Transmission Line Party or Raw Water Transmission Line Party shall pay its portion of the Capital Cost. The payment of a participating Finished Water Transmission Line Party's or a participating Raw Water Transmission Line Party's portion of the Capital Cost shall be made to the Project Administrator in full up-

on reasonable notice by the Project Administrator according to a schedule approved by a Weighted Vote of the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties for a TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, whichever comes first.

5.3 The Project Administrator shall establish a TCR/SJR Finished Water Transmission Line Project Charge to pay for the development, construction, expansion, operation and maintenance of a TCR/SJR Finished Water Transmission Line Project, except the Routing Study; invoice any participating Finished Water Transmission Line Parties for their portion of the TCR/SJR Finished Water Transmission Line Project Charge; and, collect the TCR/SJR Finished Water Transmission Line Project Charge from the participating Finished Water Transmission Line Parties, as set forth in Sections 14 and 15.

5.4 The Project Administrator shall establish a TCR/SJR Raw Water Transmission Line Project Charge to pay for the development, construction, expansion, operation and maintenance of a TCR/SJR Raw Water Transmission Line Project, except the Routing Study; invoice any participating Raw Water Transmission Line Parties for their portion of the TCR/SJR Raw Water Transmission Line Project Charge; and, collect the TCR/SJR Raw Water Transmission Line Project Charge from the participating Raw Water Transmission Line Parties, as set forth in Sections 14 and 15.

5.5 The Project Administrator and Project Representatives may decide to use information previously prepared by a consultant or entity employed by one or more participating Finished Water Transmission Line Parties or participating Raw Water Transmission Line Parties. In such case, the Finished Water Transmission Line Party or the Raw Water Transmission Line Party, who paid for such information shall be reimbursed or credited by the other participating Finished Water Transmission Line Parties or the other participating Raw Water Transmission Line Parties for the actual reasonable cost of such information by the participating Fin-

ished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method.

6. SELECTION OF POTENTIAL FINISHED/RAW WATER TRANSMISSION LINE ROUTES.

6.1 The Project Administrator shall contract with the technical consultant selected by the Procurement Committee to perform the Routing Study, including a report to the participating Project Representatives consistent with **Exhibit B** evaluating the 528 Alternative, the Wellfield/Wewahootee Alternative, the County Line Alternative and any other route(s) identified by the consultant. The evaluation and report shall be completed no later than one hundred eighty (180) days from the date the Project Administrator enters into a contract with the technical consultant. Copies of the report shall be provided to each of the participating Parties by the Project Administrator.

6.2 The Water Suppliers, excluding Cocoa, shall convene no later than thirty (30) days following receipt of the report evaluating potential transmission line routes by the participating Parties in an effort to agree by Consensus to a route(s) for the TCR/SJR Finished Water Transmission Line Project(s) and the TCR/SJR Raw Water Transmission Line Project(s).

6.3 In the event the Water Suppliers, excluding Cocoa, cannot agree by Consensus to a route(s) for a specific TCR/SJR Finished Water Transmission Line Project(s) or a specific TCR/SJR Raw Water Transmission Line Project(s) within sixty (60) days from receipt of the Routing Study report by the participating Parties, then each Water Supplier, excluding Cocoa, may independently or in combination with other Water Suppliers, excluding Cocoa, pursue its own TCR/SJR Finished Water Transmission Line Project(s) or its own TCR/SJR Raw Water Transmission Line Project(s), as long as these projects are located on one of the route's identified in **Exhibit A** or another route approved by FRI.

6.4 The Water Suppliers, excluding Cocoa, may select the same route for multiple TCR/SJR Finished Water Transmission Line Projects and multiple TCR/SJR Raw Water Transmission Line Projects.

7. POST-ROUTE SELECTION PROCESS.

7.1 Upon selection of the route(s) for each TCR/SJR Finished Water Transmission Line Project and each TCR/SJR Raw Water Transmission Line Project by the Water Suppliers pursuant to Section 6, they shall implement the selected TCR/SJR Finished Water Transmission Line Project(s) and the selected TCR/SJR Raw Water Finished Water Transmission Line Project(s) according to the procedures set forth in Section 7.

7.2 At this time, OCU intends to pursue the 528 Alternative. In the event the 528 Alternative is selected as the route of a TCR/SJR Finished Water Transmission Line Project, a TCR/SJR Raw Water Transmission Line Project or both:

7.2.1 OCU will be the Project Administrator, if it is a participating Finished Water Transmission Line Party or a participating Raw Water Transmission Line Party.

7.2.2 The participating Finished Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in a TCR/SJR Finished Water Transmission Line, but the diameter and peaking factor for each TCR/SJR Finished Water Transmission Line shall be decided by Consensus of the participating Finished Water Transmission Line Parties.

7.2.3 The participating Raw Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in a TCR/SJR Raw Water Transmission Line, but the diameter and peaking factor for each TCR/SJR Raw Water Transmission Line shall be decided by Consensus of the participating Raw Water Transmission Line Parties.

7.2.4 Each participating Finished Water Transmission Line Party and each participating Raw Water Transmission Line Party shall identify its Delivery Point(s) connecting directly to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. Moreover a Finished Water Transmission Line Party or a Raw Water Transmission Line Party can decide either individually or in conjunction with another Finished Water Transmission Line Party or Raw Water Transmission Line Party to construct a pipeline(s) from its Delivery Point(s) to its water supply system at the Finished Water Transmission Line Party's or Raw Water Transmission Line Party's sole expense. Alternatively, a participating Finished Water Transmission Line Party or participating Raw Water Transmission Line Party can decide to connect to a participating Finished Water Transmission Line Party's water supply system to obtain its share of water from the TCR/SJR Project via that connection, by mutual agreement of the participating Parties. Delivery Point(s) shall be constructed at the sole cost of each Finished Water Transmission Line Party or each Raw Water Transmission Line Party.

7.2.5 The Project Administrator will oversee and implement the design, permitting, construction, operation and maintenance of any TCR/SJR Finished Water Transmission Line or any TCR/SJR Raw Water Transmission Line constructed along the 528 Alternative route.

7.2.6 Each participating Finished Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Finished Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Finished Water Transmission Line Project, as specified in Sections 14 and 15.

7.2.7 Each participating Raw Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of

the TCR/SJR Raw Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line Project, as specified in Sections 14 and 15.

7.3 In the event the Wellfield/Wewahootee Alternative is selected, as the route of a TCR/SJR Finished Water Transmission Line Project, a TCR/SJR Raw Water Transmission Line Project or both:

7.3.1 Cocoa will be the Project Administrator within the limits of Cocoa's existing wellfield. The participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall select a Project Administrator by Consensus for those segments of the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project located beyond the limits of Cocoa's existing wellfield.

7.3.2 The participating Finished Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in the TCR/SJR Finished Water Transmission Line, but the diameter and peaking factor for each TCR Finished Water Transmission Line shall be decided by Consensus of the Participating Finished Water Transmission Line Parties.

7.3.3 The participating Raw Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line, but the diameter and peaking factor for each TCR/SJR Raw Water Transmission Line shall be decided by Consensus of the participating Raw Water Transmission Line Parties.

7.3.4 Each participating Finished Water Transmission Line Party and each participating Raw Water Transmission Line Party shall identify its Delivery Point(s) connecting directly to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. Moreover

a Finished Water Transmission Line Party or a Raw Water Transmission Line Party can decide either individually or in conjunction with another Finished Water Transmission Line Party or Raw Water Transmission Line Party to construct a pipeline(s) from its Delivery Point(s) to its water supply system at the Finished Water Transmission Line Party's or Raw Water Transmission Line Party's sole expense. Alternatively, a participating Finished Water Transmission Line Party or participating Raw Water Transmission Line Party can decide to connect to a participating Finished Water Transmission Line Party's water supply system to obtain its share of water from the TCR/SJR Project via that connection, by mutual agreement of the participating Parties. Delivery Point(s) shall be constructed at the sole cost of each Finished Water Transmission Line Party or each Raw Water Transmission Line Party.

7.3.5 The Project Administrators will oversee and implement the design, permitting, construction, operation and maintenance of any TCR/SJR Finished Water Transmission Line or any TCR/SJR Raw Water Transmission Line constructed along the Wellfield/Wewahootee Alternative route.

7.3.6 Each participating Finished Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Finished Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Finished Water Transmission Line Project, as specified in Sections 14 and 15.

7.3.7 Each participating Raw Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Raw Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line Project, as specified in Sections 14 and 15.

7.4 In the event the County Line Alternative route or a route other than the 528 Alternative or the County Line Alternative is selected as the route of a TCR/SJR Finished Water Transmission Line Project, a TCR/SJR Raw Water Transmission Line Project or both:

7.4.1 The participating Finished Water Transmission Line Parties and Raw Water Transmission Line Parties will select a Project Administrator by Consensus.

7.4.2 The participating Finished Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in a TCR/SJR Finished Water Transmission Line Project, but the diameter and peaking factor for each TCR/SJR Finished Water Transmission Line shall be decided by Consensus of the participating Finished Water Transmission Line Parties.

7.4.3 The participating Raw Water Transmission Line Parties shall decide as to their respective Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line, but the diameter and peaking factor for each TCR/SJR Raw Water Transmission Line shall be decided by Consensus of the participating Raw Water Transmission Line Parties.

7.4.4 Each participating Finished Water Transmission Line Party and each participating Raw Water Transmission Line Party shall identify its Delivery Point(s) connecting directly to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. Moreover a Finished Water Transmission Line Party or a Raw Water Transmission Line Party can decide either individually or in conjunction with another Finished Water Transmission Line Party or Raw Water Transmission Line Party to construct a pipeline(s) from its Delivery Point(s) to its water supply system at the Finished Water Transmission Line Party's or Raw Water Transmission Line Party's sole expense. Alternatively, a participating Fin-

ished Water Transmission Line Party or participating Raw Water Transmission Line Party can decide to connect to a participating Finished Water Transmission Line Party's water supply system to obtain its share of water from the TCR/SJR Project via that connection, by mutual agreement of the participating Parties. Delivery Point(s) shall be constructed at the sole cost of each Finished Water Transmission Line Party or each Raw Water Transmission Line Party.

7.4.5 The Project Administrator will oversee and implement the design, permitting, construction, operation and maintenance of any TCR/SJR Finished Water Transmission Line or any TCR/SJR Raw Water Transmission Line constructed along the County Line Alternative route.

7.4.6 Each participating Finished Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Finished Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Finished Water Transmission Line Project, as specified in Sections 14 and 15.

7.4.7 Each participating Raw Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Raw Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line Project, as specified in Sections 14 and 15.

7.5 In the event that a route is selected and implemented by only one Finished Water Transmission Line Party or one Raw Water Transmission Line Party, other than that Finished Transmission Line Party's or Raw Water Transmission Line Party's notifying the other Finished Water Transmission Line Parties or Raw Water Transmission Line Parties of its the selection of the identified route and its intention to serve as Project Administrator of the selected route, the provisions of Sections 7.2-7.4 are not applicable.

7.6 Any Party can decide to connect to any other Party's water supply system to obtain its share of water from the TCR/SJR Project via that connection, by mutual agreement.

8. PROJECT DESIGN.

8.1 Upon completion of the steps identified in Sections 6 and 7, the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall convene to develop Scope(s) of Work by the Weighted Vote Method to complete the design of the TCR/SJR Finished Water Transmission Line Project, the design of the TCR/SJR Raw Water Transmission Line Project and the acquisition of any necessary real property interests in consideration of the selected transmission line route. These Scope(s) of Work shall include consideration of the total Weighted Capacity Allotments for the participating Finished Water Transmission Line Parties and the total Weighted Capacity Allotments for the participating Raw Water Transmission Line Parties, technical considerations of compatibility of the TCR/SJR Finished Water Transmission Line Project and the TCR/SJR Raw Water Transmission Line Project with the existing water distribution and treatment facilities of each of the participating Finished Water Transmission Line Parties and each of the participating Raw Water Transmission Line Parties, and other factors identified by the participating Finished Water Transmission Line Parties and participating Raw Water Transmission Line Parties.

8.2 Each TCR/SJR Finished Water Transmission Line Project and TCR/SJR Raw Water Transmission Line Project shall be designed in accordance with the Scope(s) of Work developed pursuant to Section 8.1. All project design costs associated with a TCR/SJR Finished Water Transmission Line Project(s) shall be funded as a Capital Cost by each participating Finished Water Transmission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15. All project design costs associated with a TCR/SJR Raw Water Transmission Line Project(s) shall be funded as a Capital Cost by each participating Raw Water Trans-

mission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15.

8.3 For any design work implemented for a TCR/SJR Finished Water Transmission Line Project(s) or any design work implemented for a TCR/SJR Raw Water Transmission Line Project(s), as a result of the Scope of Work development pursuant to Section 8.1, the Project Administrator will procure a consultant to prepare a TCR/SJR Finished Water Transmission Line Project PDR or a TCR/SJR Raw Water Transmission Line Project PDR to implement a TCR/SJR Finished Water Transmission Line Project or selected components thereof or implement a TCR/SJR Raw Water Transmission Line Project or selected components thereof. The procurement process shall be consistent with Section 4.6. When the consultant has prepared the TCR/SJR Finished Water Transmission Line Project PDR or the TCR/SJR Raw Water Transmission Line PDR, the Project Administrator will present same to the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties for approval by the Weighted Vote Method. The participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties may consider the same, direct changes needed, if any, and shall approve the TCR/SJR Finished Water Transmission Line Project PDR and a Design Budget or the TCR/SJR Raw Water Transmission Line Project PDR and a Design Budget by the Weighted Vote Method.

8.4 After approval of the TCR/SJR Finished Water Transmission Line Project PDR, the TCR/SJR Raw Water Transmission Line Project PDR and their respective Design Budgets, the Project Administrator will procure one or more consultants to prepare a final design for the TCR/SJR Finished Water Transmission Line Project or selected components thereof or the TCR/SJR Raw Water Transmission Line Project or selected components thereof based upon the respective approved TCR/SJR Finished Water Transmission Line Project PDR and the approved TCR/SJR Raw Water Transmission Line Project PDR. The Project Administrator

will manage the preparation of the final design(s) of the TCR/SJR Finished Water Transmission Line Project and the TCR/SJR Raw Water Transmission Line Project. The final design(s) must be based upon the applicable approved TCR/SJR Finished Water Transmission Line Project PDR and the applicable approved TCR/SJR Raw Water Finished Water Transmission Line Project PDR. The Project Administrator will inform the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties at the completion of each final design draft (e.g., 60% and 90% completion intervals) and whether the overall final design contains one or more Substantial Deviations from the applicable TCR/SJR Finished Water Transmission Line Project PDR or the applicable TCR/SJR Raw Water Transmission Line Project PDR. Any Substantial Deviation of the overall final design from the PDR must be approved by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties by the Weighted Vote Method. Upon completion of the one hundred (100%) percent level of the final design, the Project Administrator will present same to the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties for approval by the Weighted Vote Method. The participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will consider the same, direct changes needed, if any, and shall approve the final design along with the Bidding Budget for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project by the Weighted Vote Method.

9. ACQUISITION OF LANDS, EASEMENTS, AND RIGHTS-OF-WAY.

9.1 The Project Administrator for each TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project shall be responsible for the acquisition of the lands necessary to construct and operate any TCR/SJR Fin-

ished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project.

9.2 Any costs incurred in acquiring lands required for a TCR/SJR Finished Water Transmission Line Project shall be funded as a Capital Cost by each participating Finished Water Transmission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15.

9.3 Any costs incurred in acquiring lands required for a TCR/SJR Raw Water Transmission Line Project shall be funded as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15.

9.4 Each Finished Water Transmission Line Party and each Raw Water Transmission Line Party shall own an undivided, proportionate share in all easement rights over lands acquired pursuant to this Agreement equal to its Weighted Capacity Allotment in its respective TCR/SJR Finished Water Transmission Line Project or its respective TCR/SJR Raw Water Transmission Line Project. In the event the Wellfield/Wewahootee Alternative is selected as a transmission line route, then Cocoa's existing easements (as may be amended, renewed or substituted) in the existing wellfield will be utilized and no additional land interest shall be acquired by the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties for those portions of the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project crossing Cocoa's wellfield.

9.5 Any easement interests from FRI necessary to construct and operate a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project shall be acquired according to the process provided for in the General Implementation Agreement, except that the easement for each TCR/SJR Finished Water Transmission Line Project and each TCR/SJR Raw Water Transmission Line Project will be granted by FRI to all the participating Finished Water Transmission Line Parties and all the participating Raw Water Transmission Line

Parties so that each Party shall own an undivided, proportionate share of the easement equal to its Weighted Capacity Allotment in its respective TCR/SJR Finished Water Transmission Line Project or its respective TCR/SJR Raw Water Transmission Line Project.

9.5.1 Easements for any route, whether for TCR/SJR Finished Water Transmission Line Project(s) and/or TCR/SJR Raw Water Transmission Line Project(s) cumulatively shall be no wider than one hundred (100) feet per route, unless otherwise consented to by FRI. If site conditions, such as hydrologic, geologic or environmental conditions make it impracticable or cost prohibitive to comply with this constraint, then FRI shall not unreasonably withhold its consent. Additionally, in determining the route width, the participating Finished Water Transmission Line Parties and/or participating Raw Water Transmission Line Parties shall not consider any use except those associated with the proposed TCR/SJR Finished Water Transmission Line Project or proposed TCR/SJR Raw Water Transmission Line Project.

9.5.2 Where a route runs along a road right of way (ROW) or a FRI property boundary, the route shall abut such ROW or property boundary, leaving no space between the edge of the route and the edge of the ROW or property boundary, unless consented to by FRI. If site conditions, such as hydrologic, geologic or environmental conditions make it impracticable or cost prohibitive to comply with this constraint, then FRI shall not unreasonably withhold its consent.

9.6 FRI's agreements, commitments, obligations and representations under the Agreement shall run with and are appurtenant to the real property owned by FRI as described on Exhibit A of the Notice of Agreement referenced in the General Implementation Agreement and shall bind any subsequent owner of that real

property owned by FRI or any portion thereof, as set forth in the General Implementation Agreement.

10. PROJECT CONSTRUCTION.

10.1 With the exception of the Wellfield/Wewahootee Alternative, there will only be one Project Administrator responsible for construction of all components of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. In the case of the Wellfield/Wewahootee Alternative, Cocoa shall be the Project Administrator responsible for construction of all components of any TCR/SJR Finished Water Transmission Line Project and TCR/SJR Raw Water Transmission Line Project located within the Cocoa wellfield area and there could be another Project Administrator responsible for construction of all components of any TCR/SJR Finished Water Transmission Line Project and any TCR/SJR Raw Water Transmission Line Project located outside the Cocoa wellfield area.

10.2 All construction of a TCR/SJR Finished Water Transmission Line Project(s) shall be funded as Capital Cost by each participating Finished Water Transmission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15. Each participating Finished Water Transmission Line Party shall own an undivided share in each specific TCR/SJR Finished Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the specific TCR/SJR Finished Water Transmission Line Project.

10.3 All construction of a TCR/SJR Raw Water Transmission Line Project(s) shall be funded as Capital Cost by each participating Raw Water Transmission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15. Each participating Raw Water Transmission Line Party shall own an undivided share in each specific TCR/SJR Raw Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the specific TCR/SJR Raw Water Transmission Line Project.

10.4 After the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties approve by the Weighted Vote Method the final design and Bidding Budget for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, the Project Administrator will procure bids from contractors to construct the pipeline, pipeline segments and associated infrastructure according to the applicable law governing procurement by the Project Administrator. If there are one or more qualified bidders at or below the approved Bidding Budget, the Project Administrator will select the best qualified bidder and accept the bid and the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will approve a Construction Budget by the Weighted Vote Method. If the Project Administrator receives no qualified bids at or below the Bidding Budget, then the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will decide by the Weighted Vote Method whether to accept the bids. If the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties decide to accept a bid, they will also approve a Bidding Budget by the Weighted Vote Method. The Project Administrator shall then accept the bid and the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall also approve a Construction Budget by the Weighted Vote Method. If the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties decide to reject the bid by the Weighted Vote Method, then the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will decide by the Weighted Vote Method whether to proceed with the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project and, if the decision is made to proceed, then the TCR/SJR Finished Water Transmission Line Project or the

TCR/SJR Raw Water Transmission Line Project shall be re-bid as specified in this Section 10.4.

10.5 After the acceptance of bids and establishment of the Construction Budget for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, as specified in Section 10.4, the Project Administrator will proceed with construction of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. The Project Administrator will make all decisions regarding construction so long as such decisions do not constitute a Substantial Deviation from the approved final design. The Project Administrator will update the Finished Water Transmission Line Parties and the Raw Water Transmission Line Parties monthly as to the status of construction. If during construction one or more change orders are needed that will exceed the amount of the Construction Budget, the Project Administrator must submit the change order(s) to the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties for a decision using the Weighted Vote Method. The participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties must either approve and increase the amount of the Construction Budget or reject the change order(s).

11. PROJECT PERMITTING.

11.1 The Project Administrator(s) shall be responsible for acquisition of all Environmental Permits necessary to construct and operate all components of its specific TCR/SJR Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project.

11.2 All Environmental Permit expenses associated with each specific TCR/SJR Finished Water Transmission Line Project shall be funded as either Capital Cost or Operation and Maintenance Cost, as determined by the Project Administrator, by each participating Finished Water Transmission Line Party. If funded as a Capi-

tal Cost, the Environmental Permit expenses will be governed by Section 5.2. The permitting expenses shall be paid, as specified in Sections 14 and 15.

11.3 All Environmental Permit expenses associated with each specific TCR/SJR Raw Water Transmission Line Project shall be funded as either Capital Cost or Operation and Maintenance Cost, as determined by the Project Administrator, by each participating Raw Water Transmission Line Party. If funded as a Capital Cost, the permitting expenses will be governed by Section 5.2. The permitting expenses shall be paid, as specified in Sections 14 and 15.

12. PROJECT OPERATIONS AND MAINTENANCE.

12.1 The Project Administrator(s) shall be responsible for operation and maintenance of all components of its specific TCR/SJR Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project. The Project Administrator shall at all times operate and maintain its specific TCR/SJR Finished Water Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project in accordance with Prudent Utility Practices. The Project Administrator shall provide sufficient personnel, with appropriate expense to undertake all regulatory requirements, including, but not limited to those imposed by any Environmental Permit, United States Environmental Protection Agency, the United States Army Corps of Engineers, the Florida Department of Environmental Protection, the Florida Department of Health and the SJRWMD with regards to all components of its specific TCR/SJR Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project. If new regulatory requirements necessitate capital improvements, the Project Administrator shall take all necessary actions in conjunction with the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties to accomplish the same. The Project Administrator shall be responsible for all Environmental Permit violations, including compliance costs or penalties assessed for same, which arise out of the day-to-day op-

erations of its specific TCR/SJR Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project, or the failure of the Project Administrator to comply with any requirement imposed by any regulatory agency in any consent order or Environmental Permit. The Project Administrator shall maintain adequate catastrophic insurance covering its specific TCR/SJR Finished Water Transmission Line Project and its specific TCR/SJR Raw Water Transmission Line Project on such terms as may be established by the Project Administrator. These costs may be passed through to the participating Finished Water Transmission Line Parties in the case of any TCR/SJR Finished Water Transmission Line Project and to the participating Raw Water Transmission Line Parties in the case of any TCR/SJR Raw Water Transmission Line Project, as an Operation and Maintenance Cost.

12.2 All Operations and Maintenance Costs associated with a TCR/SJR Finished Water Transmission Line Project shall be funded by each Finished Water Transmission Line Party, as specified in Sections 14 and 15.

12.3 All Operations and Maintenance Costs associated with a TCR/SJR Raw Water Transmission Line Project shall be funded by each Raw Water Transmission Line Party, as specified in Sections 14 and 15.

13. METERING FACILITIES.

13.1 Delivery Points. Meters shall be installed, maintained and owned by the Project Administrator at each Delivery Point for its specific TCR/SJR Finished Water Transmission Line Project and/or specific TCR/SJR Raw Water Transmission Line. The type of Meter installed at each Delivery Point shall be selected at the Project Administrator's discretion, subject to compliance with industry standards for similar Meters.

13.2 Measuring Quantity of Water Delivered. The quantity of water delivered to each Delivery Point(s) will be measured by the Project Administrator responsible for

the specific TCR/SJR Finished Water Transmission Line Project or the specific TCR/SJR Raw Water Transmission Line Project.

13.3 Inspection and Calibration of Meters. Each Meter shall be inspected and calibrated annually and a report shall be prepared at the conclusion of each inspection/calibration detailing the condition and accuracy of each Meter by the Project Administrator and delivered to the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties. Each inspection/calibration of the Meters shall be performed by a certified, competent person. Upon request of a Finished Water Transmission Line Party in the case of a TCR/SJR Finished Water Transmission Line Project or a Raw Water Transmission Line Party in the case of a TCR/SJR Raw Water Transmission Line Project, the Project Administrator shall make arrangements for a test of a Meter installed at the Delivery Point by an independent testing entity agreeable to the requesting Finished Water Transmission Line Party or the requesting Raw Water Transmission Line Party. All costs and expenses shall be borne by the Finished Water Transmission Line Party or the Raw Water Transmission Line Party requesting the test, unless the Meter is found to be inaccurate beyond the accuracy specified in AWWA Manual of Practice M6, as amended from time to time, in which case, the cost and expense of the test shall be borne by the Project Administrator and such cost may not be passed along to the Finished Water Transmission Line Party as part of the TCR/SJR Finished Water Transmission Line Project Charge or the Raw Water Transmission Line Party as part of the TCR/SJR Raw Water Transmission Line Project Charge.

13.4 Meter Inaccuracy. Should the Meter be determined to be inaccurate beyond the accuracy specified in AWWA Manual of Practice M6, as amended from time to time, the Project Administrator shall repair, recalibrate or replace the malfunctioning Meter at its earliest convenience recognizing that time is of the essence. Additionally, the Meter shall be assumed to have been inaccurate half way since

the last inspection/calibration and the following month's billing of the TCR/SJR Finished Water Transmission Line Project Charge and/or TCR/SJR Raw Water Transmission Line Project Charge will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge to the Finished Water Transmission Line Party or to the Raw Water Transmission Line Party for metered flow for that period.

14. TCR/SJR FINISHED WATER TRANSMISSION LINE PROJECT CHARGE AND TCR/SJR RAW WATER TRANSMISSION LINE PROJECT CHARGE. For each Fiscal Year, the Finished Water Transmission Line Parties shall pay their Project Administrator their applicable TCR/SJR Finished Water Transmission Line Project Charge and the Raw Water Transmission Line Parties shall pay their Project Administrator their applicable TCR/SJR Raw Water Transmission Line Project Charge, as follows:

14.1 General. The TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall be sufficient to pay their respective Fixed Operation and Maintenance Costs, Renewal and Replacement Cost and Variable Operation and Maintenance Costs, as required for the upcoming Fiscal Year. The TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall each consist of a Base Charge and a Variable Charge. Both the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall each be computed in the manner specified in Section 14.3 prior to the upcoming Fiscal Year and the participating Finished Water Transmission Line Parties and participating Raw Water Transmission Line Parties shall be notified of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge, respectively, in the manner provided in Section 14.2. Establishment of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall be made by the Project Administrator and the Project Ad-

ministrator's decision shall not be subject to supervision or regulation by any commission, board, bureau, municipality, county or political subdivision of the State of Florida, except its own governing body, provided however, the TCR/SJR Finished Water Transmission Line Project Charge must be established in strict compliance with this Agreement.

14.2 Notification of TCR/SJR Finished Water Transmission Line Project Charge and TCR/SJR Raw Water Transmission Line Project Charge. On or before May 15, prior to the Fiscal Year after selection of a TCR/SJR Finished Water Transmission Line Project route and of a TCR/SJR Raw Water Transmission Line Project route, and every May 15 thereafter, the Project Administrator shall notify the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties of their respective preliminary TCR/SJR Finished Water Transmission Line Project Charge and preliminary TCR/SJR Raw Water Transmission Line Project Charge for the upcoming Fiscal Year. The preliminary TCR/SJR Finished Water Transmission Line Project Charge and the preliminary TCR/SJR Raw Water Transmission Line Project Charge shall each be accompanied by a report detailing the manner in which the preliminary TCR/SJR Finished Water Transmission Line Project Charge and the preliminary TCR/SJR Raw Water Transmission Line Project Charge were computed for the upcoming Fiscal Year. On or before July 30 prior to the Fiscal Year after selection of a TCR/SJR Finished Water Transmission Line Project route and a TCR/SJR Raw Water Transmission Line Project route, and every July 30 thereafter, the Project Administrator shall notify the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission of the final TCR/SJR Finished Water Transmission Line Project Charge and the final TCR/SJR Raw Water Transmission Line Project Charge for the upcoming Fiscal Year.

14.3 Establishment of TCR/SJR Finished Water Transmission Line Project Charge and TCR/SJR Raw Water Transmission Line Project Charge. The TCR/SJR Finished Wa-

ter Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall be established by the Project Administrator as follows:

14.3.1 The Project Administrator shall determine the Fixed Operation and Maintenance Cost, the Renewal and Replacement Cost and the Variable Operation and Maintenance Cost required to meet the cash needs of the TCR/SJR Finished Water Transmission Line Project and the TCR/SJR Raw Water Finished Water Project for the upcoming Fiscal Year.

14.3.2 The Base Charge shall be computed as follows:

14.3.2.1 The Base Charge shall consist of the total of the Fixed Operation and Maintenance Cost and Renewal and Replacement Cost determined pursuant to Section 14.3.1. The Base Charge for each participating Finished Water Transmission Line Party and participating Raw Water Transmission Line Party shall be computed based upon each participating Finished Water Transmission Line Party's and Raw Water Transmission Line Party's Weighted Capacity Allotment in their respective TCR/SJR Finished Water Transmission Line Project and TCR/SJR Raw Water Transmission Line Project. For example, if either a Finished Water Transmission Line Party's or a Raw Water Transmission Line Party's Weighted Capacity Allotment in their respective TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project is thirty (30%) percent, then that Finished Water Transmission Line Party or Raw Water Transmission Line Party would be responsible for paying thirty (30%) percent of the Base Charge.

14.3.2.2 The Base Charge computed for each Finished Water Transmission Line Party and each Raw Water Transmission Line Party pursuant to Sections 14.3.2.1 and 14.3.2.2 shall be increased

by any underpayment or decreased by any overpayment determined pursuant to Section 14.5.

14.3.3 Calculation of Variable Rate. The Variable Rate shall be computed as the Variable Operation and Maintenance Cost determined pursuant to Section 14.3.1 divided by the quantity of Finished Water the Project Administrator estimates will pass through the total of all the Delivery Points for the TCR/SJR Finished Water Transmission Line Project during the upcoming Fiscal Year and expressed as a cost per thousand (1,000) gallons of Finished Water or the Variable Operation and Maintenance Cost determined pursuant to Section 14.3.1 divided by the quantity of Raw Water the Project Administrator estimates will pay through the total of all Delivery Points for the TCR/SJR Raw Water Transmission Line Project during the upcoming Fiscal Year expressed as a cost per thousand (1,000) gallons of Raw Water.

14.4 Payment of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge. For each Fiscal Year, the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall pay their respective TCR/SJR Finished Water Transmission Line Project Charge or TCR/SJR Raw Water Transmission Line Project Charge, as follows:

14.4.1 The participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall pay their individual Base Charge as specified in Section 14.3.2 in twelve (12) equal monthly payments on or before the 1st day of each calendar month starting on October 1 and ending on the following September 1.

14.4.2 The participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall pay their Variable Charge on a monthly basis. Each Finished Water Transmission Line Party's

and Raw Water Transmission Line Party's monthly payment shall be determined by multiplying the actual total amount of water that flowed through the Finished Water Transmission Line Party's Delivery Point(s) or the Raw Water Transmission Line Party's Delivery Point(s) during the prior calendar month by the Variable Rate calculated as specified in Section 14.3.3.

14.5 Accounting, Audits and Adjustments for Actual Expenses and Water Use. The Project Administrator shall maintain accounts and records of actual total water flow through each participating Finished Water Transmission Line Party's Delivery Point(s), each participating Raw Water Transmission Line Party's Delivery Point(s), all revenue received from all sources to meet the cash needs of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project and the actual Fixed Operation and Maintenance Costs, Renewal and Replacement Cost and Variable Operation and Maintenance Costs incurred with respect to the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. On or before each April 1, beginning on the April 1 immediately following the Fiscal Year in which a TCR/SJR Finished Water Transmission Line Project Charge was paid by the participating Finished Water Transmission Line Parties or a TCR/SJR Raw Water Transmission Line Project Charge was paid by the participating Raw Water Transmission Line Parties, the Project Administrator shall complete an audit of the aforesaid records and accounts and determine what should have been the TCR/SJR Finished Water Transmission Line Project Charge for each Finished Water Transmission Line Party based on actual water flow through the Delivery Point(s) and actual costs during the preceding Fiscal Year and what should have been the TCR/SJR Raw Water Transmission Line Project Charge for each Raw Water Transmission Line Party based on actual water flow through the Delivery Point(s) and actual costs during the preceding Fiscal Year. Said audit shall be conducted by a certified public accounting firm. In the event the event the audit determines

an underpayment was made by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, then said underpayment shall be added to that Finished Water Transmission Line Party's Base Charge or that Raw Water Transmission Line Party's Base Charge for the upcoming Fiscal Year and paid in the manner specified in Section 14.4.1. If the audit determines that an overpayment was made to a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, then said overpayment shall be deducted from that Finished Water Transmission Line Party's or Raw Water Transmission Line Party's Base Charge for the upcoming Fiscal Year in the manner specified in Section 14.4.1. All underpayments and overpayments will be paid in equal monthly payments during the remainder of the current Fiscal Year.

15. BILLING, PAYMENT, SOURCE OF FUNDS AND RELATED MATTERS.

15.1 Billing and Payment. The Project Administrator shall invoice each participating Finished Water Transmission Line Party and each participating Raw Water Transmission Line Party for its Base Charge and Variable Charge on regular monthly intervals. The Meters shall be read and recorded on or about the last normal work day of the calendar month during which water flowed through the Delivery Point(s). Billing to each Finished Water Transmission Line Party and Raw Water Transmission Line Party shall be made on the 10th day of the following calendar month and payment to the Project Administrator shall be due by the 30th day of the month in which the statement was received. If the Base Charge, the Variable Charge or any portion thereof remains unpaid twenty-five (25) days following its due date, the Finished Water Transmission Line Party or Raw Water Transmission Line Party shall be charged with and pay to the Project Administrator interest on the amount unpaid from its due date until paid at the rate of eight percent (8%) per annum.

15.2 Irrevocable Commitment to Pay. The Finished Water Transmission Line Parties and the Raw Water Transmission Line Parties shall pay their respective Base

Charge and Variable Charge for every Fiscal Year throughout the term of the Agreement in the manner provided in Section 15.1. Said payments shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The Project Administrator is undertaking the development, design, construction, expansion and the operation and maintenance of the TCR/SJR Finished Water Transmission Line Project and the TCR/SJR Raw Water Transmission Line Project on the representation, warranties and covenants of the Finished Water Transmission Line Parties and the Raw Water Transmission Line Parties to pay their respective TCR/SJR Finished Water Transmission Line Project Charge and TCR/SJR Raw Water Transmission Line Project Charge in a timely manner.

15.3 Source of Payment. The source of funds for payment of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall be the Enterprise Fund established by each Finished Water Transmission Line Party and each Raw Water Transmission Line Party or such other funds funded entirely by user fees. Each Finished Water Transmission Line Party and each Raw Water Transmission Line Party shall maintain an operation and maintenance account throughout the term of this Agreement. At all times during the terms of this Agreement, a Finished Water Transmission Line Party and a Raw Water Transmission Line Party shall pay their respective TCR/SJR Finished Water Transmission Line Project Charge and TCR/SJR Raw Water Transmission Line Project Charge from its operation and maintenance account.

15.4 Water Utility System Charges. Each Finished Water Transmission Line Party and each Raw Water Transmission Line Party shall fix, revise, maintain and collect such fees, rates, tariffs, rentals or other charges for the use of products, services and facilities of their respective water utility systems to the extent necessary to fund the timely payment of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge.

15.5 Prohibition Against Indebtedness and Ad Valorem Taxes. The obligation of the Finished Water Transmission Line Parties to pay the TCR/SJR Finished Water Transmission Line Project Charge pursuant to this Agreement and the obligation of the Raw Water Transmission Line Parties to pay the TCR/SJR Raw Water Transmission Line Project Charge do not constitute general indebtedness of the Finished Water Transmission Line Parties or of the Raw Water Transmission Line Parties within the meaning of any constitutional, statutory or charter provision limiting the amount and nature of indebtedness that may be incurred by the Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties. Neither the Project Administrator nor any regional, state or federal agency providing cooperative funding to fund the development, design, construction, alteration, improvement, replacement, expansion or operation of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project shall have the right to require the Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties to exercise their ad valorem taxing power, if any, to pay their obligations and liabilities under this Agreement or to compel payment from any source, other than as indicated in Section 15.3.

16. WITHDRAWAL OF FINISHED WATER TRANSMISSION LINE PARTIES OR RAW WATER TRANSMISSION LINE PARTIES FROM THIS AGREEMENT. A Finished Water Transmission Line Party or a Raw Water Transmission Line Party may, at its option and upon written notice to the Project Administrator and all other Finished Water Transmission Line Parties or Raw Water Transmission Line Parties, as the case may be, withdraw from further participation in the Agreement, as follows:

16.1 If the withdrawal occurs prior to completion of the Routing Study, the withdrawing Party participating in the Routing Study shall no longer have any rights of participation in this Agreement. A withdrawing Party shall remain liable for payment of its share of all costs and expenses related to the Routing Study. Upon notice of withdrawal by a Party participating in the Routing Study, the Project Administra-

tor for the Routing Study shall suspend all work on the Routing Study, while the remaining Parties convene to discuss the continued feasibility of pursuing the Routing Study or whether the scope of the Routing Study need to be modified. If after ninety (90) days of receiving notice of the withdrawal by a Party participating in the Routing Study, the remaining Parties participating in the Routing Study do not decide by the Weighted Vote Method to terminate the Routing Study, then the Project Administrator shall move forward with completing the Routing Study.

16.2 If the withdrawal occurs prior to the payment by the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party of any Capital Costs necessary for permitting, design or construction of their TCR/SJR Finished Water Transmission Line Project or their TCR/SJR Raw Water Transmission Line Project, as the case may be, the withdrawing Finished Water Transmission Line Party or withdrawing Raw Water Transmission Line Party, as the case may be, shall no longer have any rights of participation in this Agreement, shall forfeit or surrender use of its Weighted Capacity Allotment in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, shall notify the appropriate regulatory agencies of its withdrawal from any Environmental Permits and any application for Environmental Permits obtained or applied for under this Agreement and shall file the necessary legal instruments confirming it no longer has any legal interests in any real property interests acquired pursuant to this Agreement. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall remain liable for payment of its share of all costs related to a contract between its Project Administrator and a third party, which had been executed prior to the Finished Water Transmission Line Party's or the Raw Water Transmission Line Party's withdrawal. Upon notice of withdrawal by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, the Project Administrator shall suspend all work on the TCR/SJR Finished Water Trans-

mission Line Project or the TCR/SJR Raw Water Transmission Line Project, while the remaining Finished Water Transmission Line Parties or Raw Water Transmission Line Parties convene to discuss the continued feasibility of pursuing the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. If after ninety (90) days of receiving notice of the withdrawal by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, the remaining Finished Water Transmission Line Parties and the remaining Raw Water Transmission Line Parties do not decide by the Weighted Vote Method to terminate work on the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, then the Project Administrator shall move forward with completing the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project and any projected costs attributed to the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall be re-allocated on a pro rata basis or as agreed by Consensus among the remaining Finished Water Transmission Line Parties participating in the TCR/SJR Finished Water Transmission Line Project or as agreed by Consensus among the remaining Raw Water Transmission Line Parties participating in the TCR/SJR Raw Water Transmission Line Project.

16.3 If the withdrawal occurs before completion of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, but after payment by the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party of any Capital Costs necessary for permitting, design or construction of their TCR/SJR Finished Water Transmission Line Project or their TCR/SJR Raw Water Transmission Line Project, as the case may be, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party, as the case may be, shall no longer have any rights of participation in this Agreement, shall forfeit or surrender use of its Weighted Capacity Allotment in its TCR/SJR Finished Water Trans-

mission Line Project or its TCR/SJR Raw Water Transmission Line Project and shall notify the appropriate regulatory agencies of its withdrawal from any Environmental Permits and any application for Environmental Permits obtained or applied for under this Agreement. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall remain liable for payment of its share of all costs related to a contract between its Project Administrator and a third party, which had been executed prior to the Finished Water Transmission Line Party's or the Raw Water Transmission Line Party's withdrawal. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall also remain liable for payment of its share of the Fixed Operation and Maintenance Costs and Renewal and Replacement Cost for its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, as long as it maintains an ownership interest in its TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project. Upon notice of withdrawal by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, the Project Administrator shall suspend all work on the TCR/SJR Finished Water Transmission Line Project or the Raw Water Transmission Line Project, while the remaining participating Finished Water Transmission Line Parties or participating Raw Water Transmission Line Parties convene to discuss the continued feasibility of pursuing the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. If after ninety (90) days of receiving notice of the withdrawal by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties do not decide by the Weighted Vote Method to terminate work on the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, then the Project Administrator shall move forward with completing, operating and maintaining the TCR/SJR Finished Water Trans-

mission Line Project or the TCR/SJR Raw Water Transmission Line Project. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall retain its ownership interest in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project until the remaining Finished Water Transmission Line Parties or remaining Raw Water Transmission Line Parties pay in full the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. Upon payment of the withdrawing Finished Water Transmission Line Party's or withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall transfer its Weighted Capacity Allotment and file the necessary legal instruments transferring its property interests in its TCR/SJR Finished Water Transmission Line Project or its Raw Water Transmission Line Project to the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties in proportion to their payment of the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. Until such payment is made none of the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties may use the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's Weighted Capacity Allotment in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. A

Party withdrawing under this Section 16.3 shall contemporaneously withdraw from the General Implementation Agreement. Failure to withdraw from the General Implementation Agreement shall render the withdrawal from this Agreement under this Section 16.3 void.

16.4 If the withdrawal occurs after completion of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party, as the case may be, shall no longer have any rights of participation in this Agreement, shall forfeit or surrender use of its Weighted Capacity Allotment in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project and shall notify the appropriate regulatory agencies of its withdrawal from any Environmental Permit and any application for Environmental Permit obtained or applied for under this Agreement. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall remain liable for payment of its share of the Fixed Operations and Maintenance Costs and Renewal and Replacement Costs for its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, as long as it maintains ownership of its interest in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall retain its ownership interest in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project until the remaining Finished Water Transmission Line Parties or remaining Raw Water Transmission Line Parties pay in full the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. Upon payment of the withdrawing Finished Water Transmission Line

Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall transfer its Weighted Capacity Allotment and file the necessary legal instruments transferring its property interests in its TCR/SJR Finished Water Transmission Line Project or its Raw Water Transmission Line Project to the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties in proportion to their payment of the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project. Until such payment is made none of the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties may use the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's Weighted Capacity Allotment in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. A Party withdrawing under this Section 16.4 shall also contemporaneously withdraw from the General Implementation Agreement. Failure to withdraw from the General Implementation Agreement shall render the withdrawal from this Agreement under this Section 16.4 void.

16.5 Upon withdrawal, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall not interfere with or legally challenge or support any legal challenge that directly or indirectly conflicts with the commitment of the remaining Parties pursuant to this Agreement.

17. SUBSTITUTION OF FINISHED WATER TRANSMISSION LINE PARTIES AND/OR RAW WATER TRANSMISSION LINE PARTIES,ASSIGNMENT OF THIS AGREEMENT AND CONVEYANCE TO OTHER FINISHED WATER TRANSMISSION LINE PARTIES AND/OR RAW WATER TRANSMISSION LINE PARTIES.

17.1 **Substitution.** As a matter of right, a new Finished Water Transmission Line party or a new Raw Water Transmission Line party may be substituted for an existing Finished Water Transmission Line Party or an existing Raw Water Transmission Line Party, if the new Finished Water Transmission Line party or the new Raw Water Transmission Line party agrees to enter this Agreement and fully perform all obligations of the existing Finished Water Transmission Line Party or the existing Raw Water Transmission Line Party. Prior to the substitution taking effect, the existing Finished Water Transmission Line Party or the existing Raw Water Transmission Line Party must notify the other participating Finished Water Transmission Line Parties or the other participating Raw Water Transmission Line Parties in writing of the substitution and offer the substitution on the same terms and conditions to the other participating Finished Water Transmission Line Parties or to the other participating Raw Water Transmission Line Parties, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other participating Finished Water Transmission Line Parties or the other participating Raw Water Transmission Line Parties accept the right of first refusal of the substitution in writing within sixty (60) days, or the time period provided in the notice of substitution, whichever is longer, then the other existing Parties shall be considered to have waived their right of first refusal. The preceding right of first refusal provision shall not apply when one existing Party is substituted for another existing Party.

17.2 **Assignment.** As a matter of right, this Agreement may be assigned by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, in part, to a new party, if the new party agrees to enter into this Agreement and fully

perform all assigned obligations of the Party. Prior to the assignment taking effect, the existing Finished Water Transmission Line Party or Raw Water Transmission Line Party must notify the other Parties in writing of the assignment and offer the assignment on the same terms and conditions to the other participating Finished Water Transmission Line Parties or the other participating Raw Water Transmission Line Parties, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other existing Parties accept the right of first refusal of the assignment in writing within sixty (60) days, or the time period provided in the notice of the assignment, whichever is longer, then the other existing Parties shall be considered to have waived their right of first refusal. The preceding right of first refusal provisions shall not apply when an existing Party makes an assignment to another existing Party.

17.3 **Conveyance to Other Parties.** Except as may be constrained by any Environmental Permit or other applicable governmental regulatory program, any Finished Water Transmission Line Party or Raw Water Transmission Line Party may voluntarily and by agreement sell, grant, divest, lease, or otherwise convey or forego all or a portion of its Weighted Capacity Allotment and ownership interest in a specific TCR/SJR Finished Water Transmission Line Project or in a specific TCR/SJR Raw Water Transmission Line Project on a temporary or permanent basis. The terms of any such Weighted Capacity Allotment and ownership interest conveyance shall be decided by the Finished Water Transmission Line Parties or Raw Water Transmission Line Parties, who are parties to such Weighted Capacity Allotment and ownership interest conveyance at the time of such agreement. Any Finished Water Transmission Line Party or Raw Water Transmission Line Party agreeing to convey all or a portion of its Weighted Capacity allotment and ownership interest in a specific TCR/SJR Finished Water Transmission Line Project or in a specific TCR/SJR Raw Water Transmission Line Project shall not be considered to have abandoned its Weighted Capacity Allotment and ownership interest, and no other Finished Water Transmission Line Party or Raw Water

Transmission Line Party shall take any action to divest the conveying Finished Water Transmission Line Party or Raw Water Transmission Line Party of any portion of its Weighted Capacity Allotment and ownership interest, except as may be necessary to enforce the agreement to convey said Weighted Capacity Allotment and ownership interest. The conveyance of all or a portion of a Weighted Capacity Allotment and ownership interest in a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project between two or more Finished Water Transmission Line Parties or between two or more Raw Water Transmission Line Parties shall be in writing and shall set forth all rights and obligations that are being transferred as part of the conveyance. A copy of this written document shall be provided to all the Parties in the manner set forth in Section 26.

18. APPLICATION FOR FUNDING. The Parties may cooperatively seek funding for activities under this Agreement from federal, state, regional and local revenue sources, including, but not limited to cooperative funding from water management districts. Any Party seeking such funds shall provide notice as specified in Section 26. Any funding sought pursuant to this Section shall be applied for by the Project Administrator on behalf of the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties, as the case may be, or by one of the participating Finished Water Transmission Line Parties or one of the participating Raw Water Transmission Line Parties with Consensus approval of the other participating Finished Water Transmission Line Parties or other participating Raw Water Transmission Line Parties. No Party shall interfere with any other Party seeking these funds with regards to their respective TCR/SJR Finished Water Transmission Line Project or their respective TCR/SJR Raw Water Transmission Line Project, however, this would not prohibit the Project Administrators for their respective TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project from competing for the same funds or prohibit the Parties from seeking funds for other non-TCR/SJR Finished Water Transmission Line Projects or non-TCR/SJR Raw Water Transmission Line Projects. Any funding received shall

be applied to the benefit of all the participating Finished Water Transmission Line Parties or all the participating Raw Water Transmission Line Parties, as the case may be.

19. CONSTRUCTION, MANAGEMENT AND OPERATION OF FINISHED WATER TRANSMISSION LINE PROJECTS AND RAW WATER TRANSMISSION LINE PROJECTS. The Parties shall cooperate with each other and no Party shall interfere with a Project Administrator's ability to construct, manage and operate a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.

20. DUTY TO COOPERATE. The Parties will work together in good faith to implement the terms of this Agreement. As part of this cooperation, no Party will independently design or construct any portion of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project outside the process described herein.

21. ENVIRONMENTAL PERMITS.

21.1 The Parties shall cooperate with each other and no Party shall interfere with another Party's ability to obtain, maintain and comply with all Environmental Permits necessary to construct, manage and operate a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.

21.2 Finished Water Transmission Line Parties and Raw Water Transmission Line Parties shall not submit any information to regulatory agencies that conflicts with information submitted by the Project Manager on behalf of the participating Finished Water Transmission Line Parties and participating Raw Water Transmission Line Parties in support of any permit application for Environmental Permits for any TCR/SJR Finished Water Transmission Line Project or any TCR/SJR Raw Water Transmission Line Project.

21.3 Except as provided in Sections 4.7.21 and 4.7.22, the Parties shall not legally challenge or support any legal challenge against any proposed or final agency action or legal instrument with regards to any permit sought by the Project Manager on behalf of the participating Finished Water Transmission Line Parties for

any TCR/SJR Finished Water Transmission Line Project or on behalf of the participating Raw Water Transmission Line Parties for any TCR/SJR Raw Water Transmission Line.

22. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions.

23. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than the Parties 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 the Parties.

24. CONFIDENTIAL INFORMATION AND JOINT DEFENSE.

24.1 **Parties' Common Interest.** The Parties have a common interest in implementing and operating a SJR/TCR Finished Water Transmission Line Project or TCR/SJR Raw Transmission Line Project in accordance with the terms of this Agreement. To protect this common interest, the Parties shall establish and operate under a common interest arrangement concerning third party legal challenges to any SJR/TCR Finished Water Transmission Line Project or any SJR/TCR Raw Water Transmission Line Project, including the issuance of any permit necessary for a SJR/TCR Finished Water Transmission Line Project or a SJR/TCR Raw Water Transmission Line Project and any related litigation.

24.2 **Sharing Confidential Information with Other Parties.** No Party is required to, but may in their respective sole discretion share Confidential Information with the other Parties, as set forth herein. The Parties agree that any Confidential Information that would otherwise be protected from disclosure to third parties will

remain confidential and protected from disclosure to any third party under the attorney-client and work product privileges, and the Parties agree that any exchange of Confidential Information is not intended to waive any attorney-client or work product privilege.

24.3 **Using Confidential Information from Another Party.** Each Party shall use the Confidential Information received from the other Party only in furtherance of the common interest of the Parties. No other rights are implied or granted under this Agreement. Nothing contained herein obligates any Party to divulge, communicate or exchange any confidential documents and/or information. All Confidential Information shall not be copied or distributed, disclosed or disseminated in any way or form to anyone except the Parties, the Parties' attorneys or the Parties' own employees, contractors, agents or consultants who have a reasonable need to know said Confidential Information, who are advised as to the confidential and proprietary nature of such Confidential Information and who shall be bound by the restrictions on use as specified in this Agreement.

24.4 **Disclosure of Confidential Information to Third Parties.** If a third party, including any regulatory agency, requests or demands by subpoena, discovery request, public record request or otherwise, any or all of the Confidential Information or any other document or information exchanged or made available in furtherance of the Parties' common interest, each Party will notify the other Party in writing as soon as practicable. All reasonable steps must be taken to enable a Party to assert and any all applicable rights to privileges or protections with regard to such documents or information. Additionally, a Party contesting the disclosure of Confidential Information shall have the ability to seek a judicial determination preventing the disclosure of the Confidential Information before it is disclosed to any outside party. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes or claim that Confidential Information should not be disclosed, the burden of seeking a judicial determination preventing the dis-

closure of the Confidential Information, by way of injunctive or other relief, as provided by law, shall be upon the Party asserting the exemption or claim. Nothing herein is meant to contravene any applicable provision of chapter 119, Florida Statutes. To the extent that a document constitutes a public record under chapter 119, Florida Statutes and is not otherwise exempt from production, the originator of the document must be notified prior to or contemporaneous with the production of the document to the extent feasible. Additionally, nothing herein shall be construed to expand the scope of chapter 119, Florida Statutes, or to include documents as public records which would not otherwise be considered public records under chapter 119, Florida Statutes. Absent a judicial determination preventing the disclosure of Confidential Information, a Party complying with chapter 119, Florida Statutes or other applicable requests for disclosure shall not be deemed to have violated this Section.

25. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of chapter 119, Florida Statutes, and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all project documents and materials that are subject to the provisions of chapter 119, Florida Statutes. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed, nor is intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.

26. NOTICES. All notices provided for in this Agreement must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt

requested, and the notice sent by certified mail or registered mail is received by the Party upon which notice is given, and a copy is simultaneously sent to the Party's Project Representative or Project Administrator by email. A copy shall also be sent to all other Parties by U.S. Mail. All notices shall be delivered or sent to the Parties at their respective address shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Parties. If any notice is sent by mail, it shall be deemed to be given on the third day following mailing, which is not a Saturday, Sunday or a day on which the United States Mail is not delivered:

As to Cocoa:	City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922
With copy to:	Utilities Director City of Cocoa 351 Shearer Boulevard Cocoa, Florida 32922
	City Attorney City of Cocoa 65 Stone Street Cocoa, Florida 32922
As to County:	County Administrator Orange County Government P.O. Box 1393 Orlando, Florida 32802

With copy to:	Utilities Director Orange County Utilities 9150 Curry Ford Road Orlando, Florida 32825
	County Attorney Orange County Attorney's Office P.O. Box 1393 Orlando, Florida 32802
As to OUC:	General Manager & CEO Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
With copy to:	General Counsel Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
As to TWA:	Executive Director Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
With copy to:	General Counsel Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
As to ECFS:	Vice-President 4550 Deer Park Road St. Cloud, Florida 34773
With copy to:	Hopping, Green & Sams P.O. Box 6526 Tallahassee, Florida 32314

As to FRI: President
Farmland Reserve, Inc.
13754 Deseret Lane
St. Cloud, Florida 34773

With copy to: Hopping, Green & Sams
P.O. Box 6526
Tallahassee, Florida 32314

27. TIME EXTENSIONS. The Parties may by Consensus extend or change any of the deadlines specified in this Agreement.

28. WAIVER. 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.

29. ENTIRE AGREEMENT. The agreements and obligations of the Parties set forth in this Agreement shall be the several, and not joint, agreements and obligations of the Parties. This Agreement, including exhibits, and the other TCR/SJR Project Agreements, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with subject matter hereof, except as specifically set forth herein. Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Agreement. Additionally nothing in this Agreement is intended to change any existing agreement between the SJRWMD and any Party to this Agreement regarding TCR.

30. 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 Orange County or Osceola County, Florida. The Parties hereby waive their right to a jury trial.

31. LIABILITY AND INSURANCE.

31.1 **Sovereign Immunity.** Cocoa, OCU, OUC and TWA 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 these Parties. Additionally, OCU, ECFS, OUC and TWA are not jointly or severally liable for any tort attributable to the Project Administrator and that only the Project Administrator shall be liable for any torts attributable to it for torts of its officers, agents, attorneys or employees under this Agreement, and then only the extent of the waiver of sovereign immunity or limitations specified in section 768.28, Florida Statutes. Finally, the Project Administrator expressly agrees to indemnify and hold OCU, ECFS, OUC and TWA harmless from any injury that the Project Administrator or its officers, agents, attorneys, employees or invitees sustain while carrying out the Project Administrator's obligations under this Agreement.

31.2 **Indemnification.** All contracts and subcontracts for any work, goods and/or services must include hold harmless and indemnification provisions to protect all of the Parties in a form acceptable to the Parties. The consultant(s), subconsultant(s) or other contractors must provide evidence of acceptable levels and qualities of insurance and of said hold harmless and indemnity prior to commencement or work and access to any of the property of the Parties.

31.3 **Insurance.** All contracts and sub-contracts for any work goods and/or services that may involve access to FRI's lands must include a requirement that the contracting entity carry insurance acceptable to FRI protecting FRI from any liability due to the contracting entity's entry upon FRI's lands. The Project Administrator, Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator must submit draft contract language containing this language to FRI to review and allow FRI thirty (30) days to review and comment on the same. If FRI submits comments, the Project Administrator shall use all rea-

sonable efforts to incorporate FRI's comments into the contracts and subcontracts as applicable.

32. OWNERSHIP OF MATERIALS. Ownership and copyright to all materials and all accompanying data (in all formats) used, developed or produced pursuant to work done under this Agreement is vested in the Parties. Any source document or materials developed, secured or used in the performance of this Agreement shall be considered the property of the Party from which such documents or materials originated.

33. CONSTRUCTION OF AGREEMENT.

33.1 The Parties acknowledge that each Party and its legal counsel participated in the negotiation of this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Agreement to be drafted.

33.2 Words importing the singular number include the plural in each case and vice versa, and words importing persons include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, refer to this Agreement; the term "heretofore" means before the date of this Agreement is executed; and the term "hereafter" means after the date this Agreement is executed. The terms "include," ""includes," and "including" shall be deemed to be followed by the words "without limitation."

33.3 Unless otherwise stated, any reference in this Agreement to any entity shall include its permitted successors and assigns.

33.4 Any headings preceding the texts of the sections and subsections of this Agreement and marginal notes appended to copies hereof are solely for convenience of reference and neither constitute a part of this Agreement nor affect its meaning, construction or effect.

33.5 All Exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement. Capitalized terms used in the Exhibits hereto, but not otherwise defined therein, shall have the respective meanings assigned to such terms in this Agreement.

33.6 In the event of a conflict between a provision of this Agreement and a provision of any Exhibit to this Agreement, the provisions of this Agreement and the Exhibit shall be read as one Agreement and each provision is to be construed in harmony with the other provision to give each provision a reasonable meaning and avoid any interpretation that renders one or more provisions useless or redundant. Under the circumstances when a provision of the Agreement cannot be reconciled with a provision of the Exhibit, the provision in the Agreement shall prevail.

33.7 In the event of a conflict between this Agreement and the General Implementation Agreement, the General Implementation Agreement shall prevail.

33.8 External documents, instruments, or other writings, drafts, mediator's notes, notes of any of the Parties, or other materials produced during the TCR/SJR mediation sessions attended by the Parties shall not be used to interpret this Agreement or be used to resolve any conflict between this Agreement and any other TCR/SJR Project Agreement or instrument.

34. TERM, TERMINATION.

34.1 This Agreement shall take legal effect on the Effective Date. Unless terminated earlier, this Agreement shall remain in effect in perpetuity.

34.2 Unless otherwise agreed to by the Parties, the Agreement shall terminate early, if:

34.2.1 The General Implementation Agreement should terminate; or

34.2.2 Upon Consensus of all the Parties at any time.

34.3 Upon termination of this Agreement, each Finished Water Transmission Line Party and each Raw Water Transmission Line Party shall retain their ownership interest in their respective TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project.

35. AMENDMENT. This Agreement may be amended only if all the Parties agree. Amendments must be written and be signed by all Parties.

36. COMPLIANCE WITH APPLICABLE LAW. The Parties, their employees, contractors, subcontractors and assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this Agreement.

37. CONFLICT RESOLUTION. Before proceeding to the default and remedy provisions of this Agreement in Section 38, in the event of a conflict between separate TCR/SJR Finished Water Transmission Line Projects, separate TCR/SJR Raw Water Transmission Line Projects or both, the Project Administrators for each of the projects shall attempt to resolve the conflict. The conflict resolution process shall commence with a Project Administrator providing written notice to the Project Administrator(s) for the conflicting TCR/SJR Finished Water Transmission Line Project or conflicting TCR/SJR Raw Water Transmission Line Project of the conflict. After transmittal and receipt of the notice of conflict, the disputing Project Administrators shall meet at least once within ten (10) days after delivery of such notice at a reasonable time and place, as mutually agreed to attempt to resolve the conflict. The disputing Project Administrators shall continue meeting thereafter as often as they reasonably deem necessary in an attempt to resolve the conflict. If these discussions fail to resolve the conflict within thirty (30) days of the initial notice, or the disputing Project Administrators fail to meet within ten (10) days of the initial notice, if practicable and possible, then any of the Finished Water Transmission Line Parties and/or Raw Water Transmission Line Parties participating in the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, which were deemed to be in conflict as a result of the initial notice of conflict may provide written notice to the Project Administrators and all the participating Finished Water

Transmission Line Parties and/or Raw Water Transmission Line Parties of the conflict. After transmittal and receipt of this second notice of conflict, then the executive officers of each of the disputing Project Administrators and participating Finished Water Transmission Line Parties and/or Raw Water Transmission Line Parties shall meet to attempt to resolve the conflict. This meeting shall take place within ten (10) days after delivery of the second notice of conflict at a reasonable time and place, as mutually agreed to attempt to resolve the conflict. The executive officers shall continue meeting thereafter as often as they reasonably deem necessary in an attempt to resolve the conflict. If these discussions fail to resolve the conflict within thirty (30) days of the second notice of conflict, or the disputing executive officers fail to meet within ten (10) days of the second notice of conflict, if practicable and possible, then any of the disputing Project Administrators, Finished Water Transmission Line Parties or Raw Water Transmission Line Parties may initiate the default and remedy provisions of this Agreement in Section 38.

38. DEFAULT AND REMEDY.

38.1 **Default**. 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.

38.2 **Notice of Default and Opportunity to Cure**. Upon occurrence of a Default by any Party, one or more of the other Parties shall deliver written notice to the Party in Default in the manner provided in Section 26, identifying the specific nature of the Default therein. The Party in Default shall have thirty (30) days within which to cure such Default. Provided, if the Default is of such a nature that it cannot be cured within thirty (30) days, the Party in Default shall have such additional time as may be necessary to cure the Default, so long as within said period, the Party in Default commences the cure and diligently prosecutes such cure until completion.

38.3 **Remedy for Default**. For any Default not cured as provided in Section 38.2, above, non-defaulting Parties, may individually or jointly seek specific performance arising from such Default.

38.4 **Mediation**. Prior to seeking any remedy for a Default as provided in Section 38.3, a Party shall seek to mediate the dispute with the Party in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Parties a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within ten (10) days after receipt of the notice from the requesting Party, the other Parties shall, in writing, provide notice of either the selection of one of the mediators proposed by the requesting Party or offering a list of three additional mediators for consideration. Within ten (10) days of the requesting Party's receipt of the notice, the Parties shall meet for the purpose of selecting one of the mediators proposed by any of the Parties. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter under consideration. Within twenty (20) days after a mediator is named by the Parties, a time and date for the mediation shall be scheduled and documented in writing. The mediation shall be conducted expeditiously and the location of the mediation shall be at a location mutually selected by the Parties, or at a location of the mediator's choosing if the Parties can't agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their respective attorney's fees, expert fees and other related expenses. Any settlement achieved through mediation shall be made in writing with a copy delivered to all the Parties.

38.5 **Force Majeure Event**. 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 Parties. The Parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a Party from carrying out this Agreement.

38.6 **Payment Dispute.** A Finished Water Transmission Line Party or a Raw Water Transmission Line Party that disputes a payment of their respective TCR/SJR Finished Water Transmission Line Project Charge or TCR/SJR Raw Water Transmission Line Project Charge under Sections 14 and 15 shall be obligated to continue paying the disputed charge until the disagreement is resolved. If the dispute is decided in the favor of the Finished Water Transmission Line Party or the Raw Water Transmission Line Party, the Project Administrator shall be required to either pay the disputed charge either as a credit against the TCR/SJR Finished Water Transmission Line Project Charge or the TCR/SJR Raw Water Transmission Line Project Charge, as the case may be, for the next Fiscal year or through a direct one-time payment to the Finished Water Transmission Line Party or the Raw Water Transmission Line Party.

38.7 **Suspension of Ability to Utilize the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project.** A Finished Water Transmission Line Party or a Raw Water Transmission Line Party that fails to pay their respective TCR/SJR Finished Water Transmission Line Project Charge, TCR/SJR Raw Water Transmission Line Project Charge or any portion thereof within ninety (90) days following its due date shall be in default of this Agreement and upon thirty (30) days written notice, the Project Administrator may suspend the Finished Water Transmission Line Party's right to utilize the TCR/SJR Finished Water Transmission Line Project or the Raw Water Transmission Line Party's right to utilize the TCR/SJR Raw Water Transmission Line Project. Suspension of use of a TCR/SJR Finished Water Transmission Line by a Finished Water Transmission Line Party or use of a TCR/SJR Raw Water Transmission Line Project because of its failure to pay the TCR/SJR Finished Water Transmission Line Pro-

ject Charge, the TCR/SJR Raw Water Transmission Line Project Charge or any portion thereof shall not excuse the Finished Water Transmission Line Party or the Raw Water Transmission Line Party from paying the Project Administrator the Base Charge, when it becomes due nor prohibit the Project Administrator from continuing to charge interest on the amount unpaid. Upon payment of all outstanding TCR/SJR Finished Water Transmission Line Project Charges, including any interest and all outstanding TCR/SJR Raw Water Transmission Line Project Charges, including interest, the Project Administrator shall immediately allow the Finished Water Transmission Line Party full use of the TCR/SJR Finished Water Transmission Line and the Raw Water Transmission Line Party full use of the TCR/SJR Finished Water Transmission Line Project. The Project Administrator's decision to suspend a Finished Water Transmission Line Party's use of the TCR/SJR Finished Water Transmission Line or a Raw Water Transmission Line Party's use of the TCR/SJR Raw Water Transmission Line under this section shall not be considered a default under Section 38.1. However, the Project Administrator's failure to allow use of a TCR/SJR Finished Water Transmission Line or a TCR/SJR Raw Water Transmission Line upon payment of all outstanding TCR/SJR Finished Water Transmission Line Project Charges or all outstanding TCR/SJR Raw Water Transmission Line Project Charges, including any interest, may constitute a default under Section 38.1.

39. ATTORNEY'S FEES. Each Party shall bear its own attorney's fees, costs, and expenses in any litigation, suit, dispute, controversy, arbitration, mediation, or proceeding, including appellate proceedings involving another Party, arising out of, based on, or related to, this Agreement. This is not intended to prevent a Project Administrator from collecting its attorney's fees, costs and expenses as Operation and Maintenance Costs.

40. MISCELLANEOUS PROVISIONS.

40.1 No Party shall be deemed to be an agent of another Party nor shall represent that it has the authority to bind another Party.

40.2 In computing any period of time under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday, or legal holiday, the period of time shall run until the end of the next calendar day which is not a Saturday, Sunday, or legal holiday.

40.3 Nothing in this Agreement shall be deemed a waiver of any government Party's police powers.

[*Signature pages to follow*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Orange County, Florida

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
for Teresa Jacobs
County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: _____
for Deputy Clerk

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Orlando Utilities Commission.

ATTEST:

Print Name

ELIZABETH M MASON

ORLANDO UTILITIES COMMISSION

By: _____

Kenneth P. Ksionek,
General Manager & CEO

Approved as to form and legality,
OUC Legal Department

By: _____

Date: 8/30/17

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Tohopekaliga Water Authority.

TOHOPEKALIGA WATER AUTHORITYT
an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature

By: _____
Tom E. White, Vice Chair
Board of Supervisors

Date: August 30, 2017

ATTEST:

_____
Clarence L. Thacker, Secretary
Board of Supervisors

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by East Central Florida Services, Inc.

EAST CENTRAL FLORIDA SERVICES, INC.

By: _____
K. Erik Jacobsen, President

Attest: _____

Date: 8/23/2017

Approved as to Form:

_____
Eric T. Olsen, Esq.
Legal Counsel

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the City of Cocoa, Florida

CITY OF COCOA, a Florida municipal corporation

By: _____
Henry U. Parrish III
Mayor

ATTEST:

By: _____
Carie Shealy, MMC

APPROVED AS TO FORM:

_____
Anthony A. Garganese, Esq.
City Attorney

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Farmland Reserve, Inc.

FARMLAND RESERVE, INC.

By: Don M. Sleight

Don M. Sleight, Chief Executive Officer

Attest: Duane Lunt

Date: 8/16/2017

Approved as to Form:

Eric T. Olsen, Esq.,
Legal Counsel

EXHIBIT A – MAP OF POTENTIAL FINISHED AND RAW WATER TRANSSMISSION LINE ROUTES

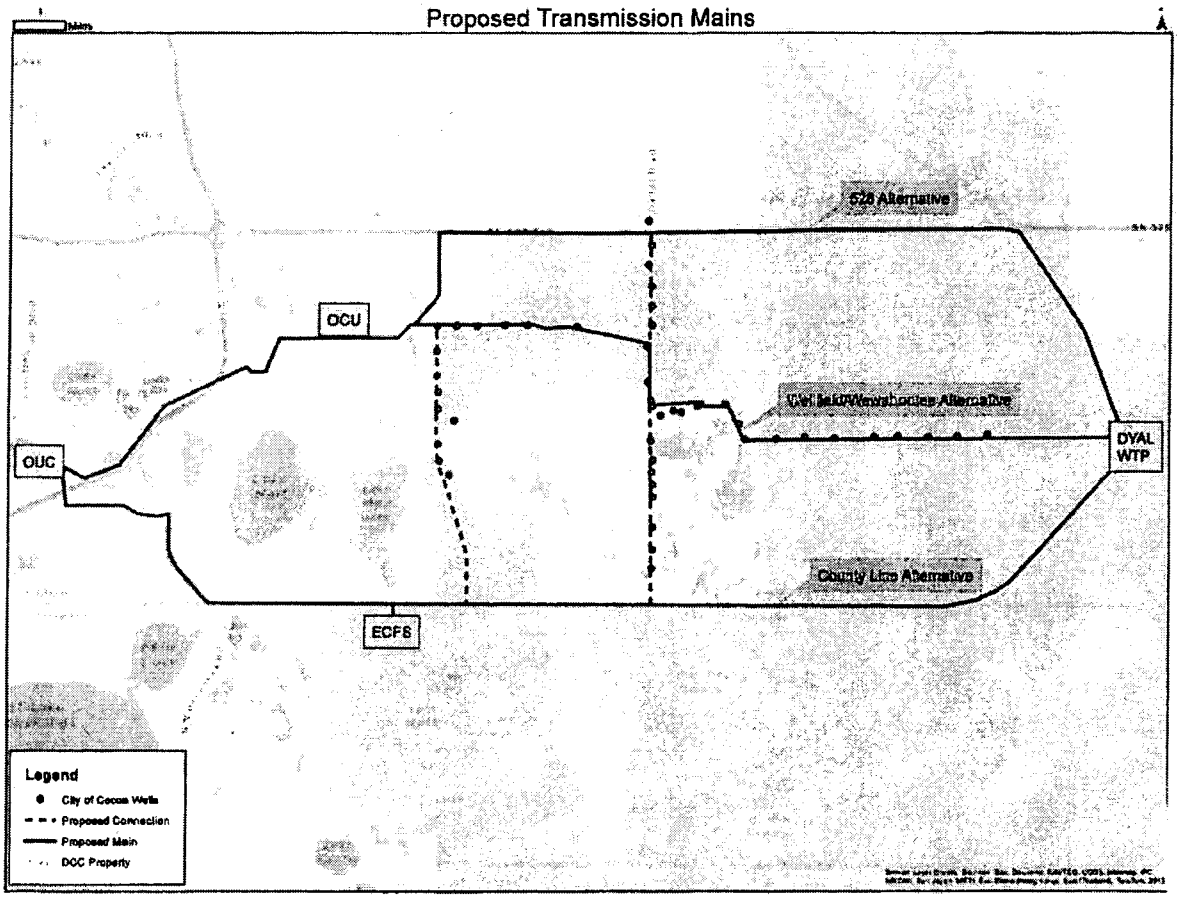


EXHIBIT B – ROUTING STUDY SUMMARY OF ACTIVITIES

INTRODUCTION

The work contemplated under Routing Study is to address the routing and location of the TCR/SJR Finished Water Transmission Line Project(s)/TCR/SJR Raw Water Transmission Line Project(s). The following tasks and descriptions generally describe the anticipated consulting services required under this Agreement. It is anticipated that that multiple consultants including engineering, surveying, environmental and legal services will be required. It is anticipated that there will be a primary technical consultant selected under this Agreement and legal services will be provided by the individual legal representatives of the Parties participating in the Routing Study.

EVALUATION OF POTENTIAL TRANSMISSION LINE ROUTES

Three potential routes for Finished Water Transmission Line Projects and Raw Water Transmission Line Projects have been identified by the Parties, the "528 Alternative," the "Wellfield/Wewahootee Alternative" and the "County Line Alternative" which are identified in **Exhibit A**. Prior to the selection of the technical consultant, the Parties identified participating in the Routing Study may by Consensus expand the potential transmission line routes to be evaluated beyond those identified in **Exhibit A**. Selection of a transmission line route beyond the three routes identified above shall require the approval of FRI.

The Parties have agreed to spend six (6) months after the Effective Date of this Agreement evaluating routes for potential TCR/SJR Finished Water Transmission Line Projects and TCR/SJR Raw Water Transmission Line Projects. The underlying concept is that the Parties participating in the Routing Study, in consultation with the technical consultant, will provide information relevant to the selection of a transmission line route that meets the requirements of the Water Suppliers, excluding Cocoa for the successful implementation of the SJR/TCR Project in a cost-effective manner. The technical consultant will consolidate this information and conduct an evaluation of the three potential routes.

This task will include the collection of documents and information by the technical consultant from the Parties. This information will be used in consideration of feasibility of the options identified in **Exhibit A** with regard to pipeline, location, capacity, cost of right-of-way acquisition, construction cost, regulatory restrictions, and any other relevant factors identified by the technical consultant.

This work will also include collecting documents and information regarding the potential for one or more Finished Water Transmission Line Parties to connect to another Finished Water Transmission Line Party's water supply system and obtain their share of Finished Water from the TCR/SJR Project.

The technical consultant shall provide the Parties participating in the Routing Study a report regarding its evaluation no later than one hundred eighty (180)-days from the Effective Date of this Agreement.

EXHIBIT F

TCR/SJR Project Permitting Agreement

TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT

PERMITTING AGREEMENT

This **TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT PERMITTING AGREEMENT** (Agreement) is made and entered into this _____ day of _____, 2017 among the **CITY OF COCOA**, a Florida municipal corporation ("Cocoa"), **EAST CENTRAL FLORIDA SERVICES, INC.**, a Florida corporation, ("ECFS"), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("OCU"), **ORLANDO UTILITIES COMMISSION**, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature ("OUC"), **TOHOPEKALIGA WATER AUTHORITY**, a special district created by special act of the Florida Legislature ("TWA") and **FARMLAND RESERVE, INC.**, a Utah non-profit corporation ("FRI") (collectively the "Parties" including FRI and collectively the "Water Suppliers" excluding FRI).

1. DEFINITIONS. As used in this Agreement:

1.1 "404 Permit" means that permit issued by the United States Army Corps of Engineers pursuant to Section 404 of the Clean Water Act, Pub. L. No. 92-500, as amended, 33 U.S.C. Section 1251, et seq., as may be amended or modified from time to time.

1.2 "Additional TCR/SJR Quantity" means an additional estimated 23.67 MGD to 33.67 MGD long-term annual average that would be available from TCR for public water use by blending water from the SJR with water contained in TCR to increase the yield and reliability of TCR upon completion of the TCR Levee Improvements.

1.3 "Central Florida Water Initiative" or "CFWI" means a collaborative process involving the Department of Environmental Protection, SJRWMD, SFWMD, SWFWMD, the Department of Agriculture and Consumer Services, public water

supply utilities and other stakeholders, as further described in section 373.0465, Florida Statutes, as it may be amended from time to time.

1.4 "CFWI Area" means all of Orange, Osceola, Polk and Seminole Counties and southern Lake County, as further described in section 373.0465, Florida Statutes, as it may be amended from time to time.

1.5 "CFWI Plan" means the then existing Regional Water Supply Plan, approved pursuant to sections 373.0465 and 373.709, Florida Statutes, as they may be amended from time to time, by the SJRWMD, SFWMD and SWFWMD for the CFWI Area.

1.6 "Confidential Information" means any documents, communications or other information disclosed to one or more Parties by another Party in furtherance of the Parties' common interest.

1.7 "Consensus" means, (a) when applied to the Procurement Committee, the unanimous consent of all the Procurement Committee Members present at a Procurement Committee meeting, which shall be recorded in the minutes of the Procurement Committee meeting and, (b) when applied to the Parties or the Water Suppliers, the unanimous consent of all the Parties or all of the Water Suppliers, which shall be recorded in a letter agreement executed by the director or executive officer of each Party or Water Supplier, if expressly required by the Agreement or, if requested by one or more Parties or Water Suppliers.

1.8 "CUP" means a consumptive use permit under chapter 373, Part II, Florida Statutes, as amended or modified from time to time.

1.9 "Dyal WTP" means that public water treatment facility, associated infrastructure, and real property rights owned by Cocoa and located off State Road 520 in east Orange County, as may be acquired, upgraded and expanded pursuant to the General Implementation Agreement or by Cocoa separately.

1.10 "Effective Date" means the date all the TCR/SJR Project Agreements are fully executed by the parties to each contract. Cocoa shall memorialize the Effective Date and shall provide a notice of the Effective Date to all the Parties.

1.11 "ERP" means an environmental resource permit under chapter 373, Part IV, Florida Statutes, amended or modified from time to time.

1.12 "Force Majeure Event" means 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 Regional 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.

1.13 "General Implementation Agreement" means Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement entered into by the Parties governing the overall development and operation of the TCR/SJR Project.

1.14 "MFL" means a minimum flow or minimum level or both established by a water management district or the Florida Department of Environmental Protection pursuant to section 373.042, Florida Statutes.

1.15 "MGD" means a flow rate measured as million gallons per day.

1.16 "NEPA" means the National Environmental Policy Act.

1.17 "NPDES Permit" means that permit issued under the National Pollutant Discharge Elimination System Program pursuant to Section 402 of the Clean Water Act, Pub. L. No. 92-500, as amended by 33 U.S.C. Sections 1251 et seq., by the Department of Environmental Protection pursuant section 403.0885, Florida Statutes, as amended or modified from time to time.

1.18 "Parties" mean OCU, OUC, ECFS, TWA, Cocoa, and FRI.

1.19 "Procurement Committee" means a committee consisting of the Project Manager and the Project Representatives appointed by the Water Suppliers pursuant to Section 5.2 for the sole purpose of selecting the technical consultant to implement the Scope of Work. Upon selection of the technical consultant, the Procurement Committee shall be dissolved.

1.20 "Procurement Committee Member" means the Project Manager or a Project Representative, when acting as a member of the Procurement Committee.

1.21 "Project Administrator" means Cocoa, who is designated under this Agreement, with overall responsibility for administering and implementing the Scope of Work.

1.22 "Project Manager" means the person or alternate designated by the Project Administrator to manage the Project Administrator's responsibilities under this Agreement.

1.23 "Project Representative" means the person or alternate, who is not a Procurement Committee Member or the Project Administrator, designated by each Water Supplier to work with the Project Manager regarding the management and implementation of the Scope of Work.

1.24 "Quorum" means, as applied to the Procurement Committee, at least three Procurement Committee Members and consistent with the applicable law.

1.25 "Regional Permits" means those state and federal permits and proprietary instruments required in order to confirm that the TCR/SJR Project is in fact capable of producing the Additional TCR/SJR Quantity and to authorize construction, operation and consumptive use of water from the TCR/SJR Project. These state and federal permits and proprietary instruments and the Water Supplier(s), who will be the permittee or holder of the proprietary instrument are more specifically identified in **Exhibit A** to this Agreement.

1.26 "Scope of Work" means the activities authorized under this Agreement, as specified in Section 4.

1.27 "SFWMD" means the South Florida Water Management District.

1.28 "SJR" means the St. Johns River.

1.29 "SJRWMD" means the St. Johns River Water Management District.

1.30 "SWFWMD" means the Southwest Florida Water Management District.

1.31 "TCR" or "Taylor Creek Reservoir" means the Taylor Creek Reservoir, an impoundment created by the construction of Levee 73 (L-73) and a water control structure (S-164) as part of the Upper St. Johns River Basin portion of the Central and Southern Florida Federal Control Project and, as of the Effective Date, impounds water on land in the upper portion of Taylor Creek and Cox Creek, tributaries of the SJR and located on lands in Orange and Osceola Counties, Florida.

1.32 "TCR Levee Improvements" means structural alterations to L-73 and associated infrastructure to allow the water level in the TCR to be raised above the regulation schedule in effect as of the Effective Date.

1.33 "TCR/SJR Project" means a regional alternative water supply project withdrawing surface water from TCR and, in the future, the SJR to augment TCR for public water supply and agricultural purposes as more specifically stated in the General Implementation Agreement.

1.34 "TCR/SJR Project Agreements" mean this Agreement, the General Implementation Agreement and those other agreements identified in Section 3.2 of the General Implementation Agreement.

1.35 "TCR/SJR Project Failure" shall have the same meaning as in the General Implementation Agreement.

1.36 "TEC" means the total estimated cost to complete the Scope of Work.

2. AUTHORITY. This Agreement is entered into by the Parties under the following the authorities:

2.1 **Cocoa.** Cocoa, a Florida municipal corporation, enters into this Agreement under the authority of its home rule powers, as well as sections 166.021 and 180.02, Florida Statutes and chapter 57-1232, Law of Florida.

2.2 **OCU.** OCU, a charter county, enters into this Agreement under the authority of its home rule powers, as well as sections 125.01(1)(k)1, 125.01(1)(p), 125.01(3)(a) and 153.03(6), Florida Statutes, which authorize counties to enter into agreements with other public agencies and private corporations to accomplish goals for providing water to their customers.

2.3. **OUC.** OUC, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature, enters into this Agreement under the authority of sections 6 and 9 of chapter 9861, Laws of Florida (1923), as amended.

2.4. **TWA.** TWA, an independent special district created by special act of the Florida Legislature, enters into this Agreement under the authority of section 10(1), chapter 2003-368, Laws of Florida.

2.5. **ECFS.** ECFS enters into this Agreement under the authority of its corporate charter.

2.6. **FRI.** FRI enters into this Agreement under the authority of its corporate charter.

3. FINDINGS. It is hereby ascertained, determined and declared that:

3.1 The TCR/SJR Project is anticipated to provide water for public water supply and agricultural purposes. The Additional TCR/SJR Quantity is anticipated to meet a portion of the future public water supply demands of the Water Suppliers.

3.2 The Additional TCR/SJR Quantity is anticipated to meet the applicable statutory mandates with respect to general infrastructure and public water supply related elements of the comprehensive plans applicable to the Water Suppliers, as well as provide economies of scale, protect the local and regional environment, and more efficiently use, preserve, address and protect valuable local and regional water resources and advance regional comprehensive planning.

4. SCOPE OF WORK. The Parties agree the activities generally authorized by this Agreement are set forth in the Scope of Work, as specified in **Exhibit B** to this Agreement. The Agreement does not include seeking Regional Permits to authorize the withdrawal of water from the TCR/SJR Project for a quantity greater than the Additional TCR/SJR Quantity. The TEC for the Scope of Work is Six Million ($6,000,000.00) Dollars.

5. ADMINISTRATION.

5.1 Cocoa shall be the Project Administrator under the terms of this Agreement. No later than thirty (30) days from the Effective Date, Cocoa shall provide, in writing to the Water Suppliers, the name, address, phone numbers, fax numbers and email addresses of its Project Manager. Cocoa may change the Project Manager

at any time immediately by providing written notice to the other Water Suppliers.

5.2 No later than thirty (30) days from the Effective Date, Cocoa, OCU, OUC, TWA and ECFS shall each provide in writing to each other the name, addresses, phone numbers, fax numbers and email addresses of their Project Representative. The Project Representative for each Water Supplier may be changed at any time immediately upon written notice to the other Water Suppliers.

5.3 The Procurement Committee shall be formed upon identification of the Project Representatives by the Water Suppliers pursuant to Section 5.1 and shall consist of the Project Representatives and the Project Manager. The Procurement Committee shall have a Chair, who will be responsible for providing all required meeting notices, preparing meeting agendas and summaries, presiding at Procurement Committee meetings and otherwise ensuring that Committee Meetings comply with the open meeting requirements of section 286.011, Florida Statutes. Cocoa's Procurement Committee Member shall serve as the Chair. The Procurement Committee shall hold meetings on a schedule and at a location determined by the Procurement Committee, as needed to facilitate the Procurement Committee's authorized decision under Section 5.4, with an agenda the Committee chair will provide prior to each meeting. Special meetings of the Procurement Committee shall be called upon written notice from the Project Manager, or upon written notice by a majority of Procurement Committee members to the Project Manager requesting a special meeting. Meeting notice, including the time and location of the meeting, and the agenda for any Procurement Committee meeting shall be provided in writing to all Procurement Committee Members, except in case of an emergency meeting. A Quorum shall be required for all Committee meetings. The Committee Members may attend by means of telephonic communication or electronic communication media employing any form of electronic communication the Procurement Committee selects to use as

allowed by law for a board subject to the open meeting requirements of section 286.011, Florida Statutes, or successor provision. The Procurement Committee Chair shall be responsible for preparing meeting minutes.

5.4 The Procurement Committee shall convene no later than sixty (60) days from the Effective Date to develop a request for proposal for one or more technical consultants, which shall be consistent with the Scope of Work and the statutes, ordinances and rules governing procurement of consultants by Cocoa. The request for proposal(s) shall be completed no later than one hundred eighty (180) days from the Effective Date. The request for proposal shall be approved by Consensus of the Procurement Committee. Once the request for proposal is approved by the Procurement Committee, the Project Manager shall implement the procurement process according to the statutes, ordinances and rules governing procurement of consultants by Cocoa, with the exception that the Procurement Committee shall select the technical consultant and Cocoa shall be required to approve a contract with the technical consultant selected by the Procurement Committee. The technical consultant shall be selected by Consensus approval of the Procurement Committee. Once the technical consultant is selected, the Project Manager shall procure and contract with the technical consultant to implement the Scope of Work. The Project Administrator shall administer the contract(s) with the technical consultant. The Committee by Consensus may change any of the deadlines specified herein for procurement of technical consultant(s).

5.5. In discharging its responsibilities the Project Administrator shall, acting through its Project Manager:

5.5.1 Defend any challenge or protest filed with regards to procurement decisions made by Cocoa pursuant to this Agreement, including the retention of outside counsel to defend the action.

5.5.2 Prepare and execute contract(s) with technical consultant(s) selected pursuant to Section 5.4 and other professional(s).

5.5.3 Manage the activities of the technical consultant(s) and other professional(s) to assure that the contract requirements are met.

5.5.4 On a monthly basis, provide the Project Representatives a detailed report, including any necessary backup documentation required by the Water Suppliers as to the status of deliverables and expenditures, including project schedules and expenditures for the next month.

5.5.5 Manage the review of interim and final deliverables.

5.5.6 Coordinate with the Water Suppliers at a mutually agreed upon frequency.

5.5.7 Initiate and process funding requests to the Water Suppliers for implementation of the Scope of Work; provided such costs requests are cumulatively less than the TEC.

5.5.8 Receive and account for funds received from the Water Suppliers.

5.5.9 Process and pay invoices from consultants and other professionals.

5.5.10 Propose amendments to the Scope of Work or TEC for review and Consensus approval by the Water Suppliers.

5.5.11 Submit or modify applications for the Regional Permits upon Consensus approval of the Water Suppliers. Respond to requests for additional information or clarification from regulatory agencies and provide information as needed to finalize the Regional Permit applications and obtain the Regional Permits upon Consensus of the Water Suppliers. The Project Manager and the Project Representatives shall jointly develop the applications for the Regional Permits and any responses to requests for additional information or clarification from regulatory agencies. Upon Consensus approval of permit application information by the Water Suppliers, the Project Administrator shall have the authority to submit the same

on behalf of the other Water Suppliers and bind the other Water Suppliers to permit information and permit requirements. The Project Administrator shall not make a decision regarding the Regional Permits except upon Consensus approval of the Water Suppliers

5.5.12 Acquire real property interests, upon Consensus approval of the Water Suppliers, in the SJR intake, raw water transmission lines, the TCR discharge structure and the TCR intake structure as needed in order to prepare and process any application for a Regional Permit and obtain any Regional Permit. Any real property interests required from FRI shall be acquired according to the process provided for in the General Implementation Agreement.

5.5.13 Communicate with regulatory agencies and other interested persons and attend meetings as needed for implementation of the Scope of Work. Project Manager shall give the Project Representatives advance notice and the opportunity to attend any such meetings.

5.5.14 Negotiate the terms of any Regional Permit or permit conditions with the regulatory agencies jointly with the Project Representatives, subject to the Consensus approval of the Water Suppliers.

5.5.15 Defend any challenge or protest filed with regards to any Regional Permit sought by the Project Administrator pursuant to this Agreement in coordination with counsel for the Water Suppliers.

5.5.16 Undertake legal actions, other than as described in Sections 5.5.1 and 5.5.15, as necessary to further the work authorized under this Agreement with the Consensus approval of the Water Suppliers.

5.5.17 Within sixty (60) days after the expiration or termination of this Agreement, whichever is applicable, the Project Administrator shall provide OCU, OUC, TWA and ECFS with an accounting of the expenditures of

funds and shall reimburse to OCU, OUC, TWA and ECFS any unexpended funds contributed by each Water Supplier.

5.6 Amendments to the Scope of Work or the TEC are subject to Consensus approval of the Water Suppliers.

5.7 Prior to submission of a new or modified application for a Regional Permit, a response to a request for additional information or clarification from a regulatory agency, acceptance of a proposed Regional Permit or permit conditions or the initiation of legal action pursuant to Section 5.5.16, the Project Manager shall confer with the Project Representatives and obtain the Consensus approval of the Water Suppliers.

6. FUNDING OF WORK.

6.1 The TEC for the Scope of Work is Six Million ($6,000,000) Dollars. The Water Suppliers agree to fund the TEC according to the cost share shown on the table set forth below. The amount of funding for each Water Supplier represents their expected share of the Additional TCR/SJR Quantity. Each Water Supplier's cost share amount of the TEC will be as follows:

Party	Percent	Cost Share Amount	Estimated Volume
Cocoa	6%	$360,000	2.17 MGD
OCU	45%	$2,700,000	15 MGD
OUC	15%	$900,000	5 MGD
TWA	4%	$240,000	1.5 MGD
ECFS	30%	$1,800,000	10 MGD
Total	100%	$6,000,000	33.67 MGD

6.2 All funds provided by the Water Suppliers shall be utilized exclusively for cost for any consultant or other professional retained by the Project Administrator on

behalf of the Water Suppliers and by Consensus of the Water Suppliers for costs incurred for work under this Agreement.

6.3 The Project Administrator shall invoice the Water Suppliers, when the Project Administrator incurs costs for work under this Agreement. The Water Suppliers shall make payments to the Project Administrator within sixty (60) days of receipt of an invoice from the Project Administrator. All payments made pursuant to this Agreement shall reference this Agreement.

6.4 The Project Manager and Project Representatives may decide to use information previously prepared by a consultant or entity employed by one or more Water Suppliers. In such case, the Water Supplier, who paid for such information shall be reimbursed or credited for the reasonable cost of such information pursuant to this Agreement by Consensus approval of the Water Suppliers.

6.5 Should some or all of the Water Suppliers receive funding for work authorized under this Agreement from any other local, state or federal funding source, said funds will be applied to the total cost specified in Section 6.1 to reduce the aggregate amount paid or to be paid by the Water Suppliers and each Water Supplier will either be reimbursed in proportion to the local, state or federal funding source applied to the total cost specified in Section 6.1 or have its remaining contribution balance reduced in proportion to the local, state or federal funding source applied to the total cost specified in Section 6.1.

7. DEVELOPMENT OF INFORMATION TO DEMONSTRATE NEED FOR WATER.

7.1 Each Water Supplier will gather and prepare information to support a demand or need for the Additional TCR/SJR Quantity for a requested CUP duration of fifty (50) years relevant to the Water Supplier's use of the Additional TCR/SJR Quantity. This information shall include consideration of conservation measures, reuse of reclaimed water and other factors typically taken into account by the SJRWMD in determining whether the criteria for issuance of a CUP have been

met. This information will be furnished to the Project Administrator. All costs of gathering, preparing and furnishing this information to the Project Manager and responding to questions raised by the SJRWMD regarding this information during the permit review process will be borne solely by the Water Supplier developing this information.

7.2 The Water Suppliers shall communicate with each other regarding their respective demand information and suggest to each other means by which such demand information could be improved, refined or made consistent to better support the permit application for the CUP to withdraw the Additional TCR/SJR Quantity or demonstrate compliance with the SJRWMD's applicable CUP criteria. However nothing in this Agreement shall be construed to authorize or empower a Water Supplier to oppose in any way demand information prepared or presented by another Water Supplier and no Water Supplier shall undertake any such opposition. This limitation includes providing adverse comments or information to the SJRWMD or information to the SJRWMD that attempts to counter the demand information of any other Water Supplier to this Agreement.

8. COOPERATION.

8.1 The Parties shall not submit any information to regulatory agencies that conflicts with information submitted by the Water Suppliers to the Project Manager pursuant to Section 7 or information submitted by the Project Manager on behalf of the Water Suppliers in support of any application for a Regional Permit.

8.2 As of the Effective Date, the SJRWMD has issued Cocoa CUP No. 2-095-50245-8 authorizing Cocoa to withdraw and use up to 8.83 MGD annual average from TCR. Cocoa owns, operates and maintains all facilities needed to withdraw up to 8.83 MGD annual average from TCR. The Parties acknowledge and agree that Cocoa CUP No. 2-095-50245-8 constitutes a presently existing legal use of water and therefore, Cocoa is not required to amend or modify CUP No. 2-095-50245-8 as part of its implementation of the TCR/SJR Project. Cocoa's withdrawal and use

of water from TCR pursuant to the authorization provided by CUP No. 2-095-50245-8 is not considered part of the TCR/SJR Project. The other Parties will respect and recognize Cocoa's right to use water from TCR pursuant to CUP No. 2-095-50245-8, and will take no action in implementing the TCR/SJR Project that interferes with or adversely affect Cocoa's right under CUP No. 2-095-50245-8. CUP No.2-095-50245-8 shall take priority over any future permits to withdraw water from TCR which may be issued in furtherance of this Agreement and the TCR/SJR Project so long as the conditions on withdrawals and the allocation of water granted under CUP 2-095-50245-8 is in existence on the Effective Date do not change unless pursuant to an amendment to this Agreement. Cocoa may seek to renew or modify CUP No. 2-095-50245-8 so long as Cocoa does not seek to increase its permitted allocation from TCR above the currently permitted 8.83 MGD annual average, or make other changes to CUP No. 2-095-50245-8 that would adversely affect the yield of the TCR/SJR Project, including ECFS' agricultural component.

8.3 It is understood by the Parties that as part of obtaining the Regional Permits for the TCR/SJR Project, it is necessary to show that the additional water withdrawn from TCR for the TCR/SJR Project will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2. The Water Suppliers agree not to seek any Regional Permits that in any way would undermine Cocoa's present non-interference rights for its usage of TCR. Accordingly, as part of any Regional Permit application, data submission or hearing of any kind for the implementation of the TCR/SJR Project, the Project Administrator on behalf of the Water Suppliers will only present data demonstrating that there will not be any interference with the presently permitted use of TCR by Cocoa, as specified in Section 8.2, based on the following additional two conditions being present: (a) the TCR Levee Improvements planned by the SJRWMD are completed; and, (b) the regulation schedule for TCR is modified by the U.S. Army Corps of Engineers so that the maximum standing pool elevation of TCR is maintained at 46 feet NGVD. This

provision is premised on the continued existence of this Agreement and the other TCR/SJR Project Agreements. With respect to the Water Suppliers only, Cocoa agrees that any Regional Permits obtained under this Agreement will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2. If there is a TCR/SJR Project Failure after issuance of one or more Regional Permits, the Parties agree that such Regional Permits shall not constitute any type of legal precedent that the withdrawal of water from TCR will not adversely impact the presently permitted use of TCR by Cocoa, as specified in Section 8.2. The Parties further agree that no third party, including, but not limited to any Water Supplier that has withdrawn from this Agreement, may rely upon this Agreement or any other TCR/SJR Project Agreement or the issuance of any Regional Permit, as legal precedent that the withdrawal of water from TCR will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2.

8.4 The Water Suppliers shall not submit a CUP application or otherwise seek a new or modified CUP to withdraw and use water from TCR or the SJR, other than Cocoa's, OUC's and ECFS' pending application for CUP 2-009-125333-1, OCU's pending application for CUP No. 2-095-119798-1 and ECFS' pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1, which conflict with the commitment of the Water Suppliers pursuant to this Agreement to seek a joint CUP on behalf of the Water Suppliers authorizing the Additional TCR/SJR Quantity. This requirement does not prohibit Cocoa from seeking modification, renewal or extension of CUP No. 2-095-50245-8, as specified in Section 8.2.

8.5 Cocoa, OUC and ECFS shall place its pending application for CUP 2-009-125333-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional TCR/SJR Quantity.

8.5.1 Upon final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, Cocoa, OUC and ECFS shall withdraw their application for CUP No. 2-009-125333-1.

8.5.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, Cocoa, OUC and ECFS will follow the process set forth in Section 6.4 of the General Implementation Agreement. If Cocoa, OUC and ECFS decide to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then Cocoa, OUC and ECFS will be free to pursue issuance of their pending application for CUP 2-009-125333-1.

8.6. OCU shall place its pending permit application for CUP No. 2-095-119798-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional TCR/SJR Quantity.

8.6.1 Upon final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, OCU shall withdraw its application for CUP No. 2-095-119798-1.

8.6.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, OCU will follow the process set forth in Section 6.4 of the General Implementation Agreement. If OCU decides to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then OCU will be free to pursue issuance of its pending application for CUP 2-095-119798-1.

8.7 ECFS shall place its pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional SJR/TCR Quantity. ECFS may submit information to the SJRWMD indicating its desire that CUP No. 2-095-115794-1 and 2-097-118375-1 be issued simultaneously with, or following issuance of, a single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity. ECFS may also request the SJRWMD modify any application or proposed agency action for CUP Nos. 2-095-115794-1 and 2-097-118375-1 to have these CUPs issued for a combined volume of up to 8 MGD, annual average, and a duration commensurate with the duration of the single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity. Regardless of when the single, joint CUP and CUP Nos. 2-095-115794-1 and 2-097-118375-1 are issued, the Parties shall treat all three permits as having been simultaneously issued for purposes of determining their existing legal use status. The other Water Suppliers shall not object to or oppose ECFS' requests or directions regarding CUP Nos. 2-095-115794 and 2-097-118375-1 allowed under this Agreement. Nothing in this Agreement shall prevent ECFS from applying for and obtaining temporary CUPs for a quantity not exceeding 8 MGD annual average from TCR for agricultural water use and the other Water Suppliers shall not hinder or oppose any applications for temporary CUPs obtained by ECFS for a quantity not exceeding 8 MGD annual average from TCR for agricultural water use prior to issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional SJR/TCR Quantity.

8.7.1 Upon a notice of intent to issue a permit or similar declaration of forthcoming final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, OCU and TWA agree to take such actions in the administrative case proceedings identified by State of Florida Division of Administrative Hearings (DOAH) Case No. 11-003968 and SJRWMD File of Record No. 2011-48 as

necessary to allow ECFS, at its election, to obtain CUP No. 2-097-118375-1 simultaneously with, or following issuance of the single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity and for a duration corresponding to the single joint CUP.

8.7.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, ECFS, OCU and TWA will follow the process set forth in Section 6.4 of the General Implementation Agreement. If ECFS decides to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then ECFS shall be free to pursue issuance of its pending applications for CUP 2-095-115794 and 2-097-118375-1 and OCU and TWA shall be free to continue their administrative challenge against CUP 2-097-118375-1 pursuant to DOAH Case No. 11-003968 and SJRWMD File of Record No. 2011-48. Additionally, should OCU or TWA decide to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then OUC or TWA will be free to continue their administrative challenge against CUP 2-097-118375-1 pursuant to DOAH Case No. 11-003968 and SJRWMD File of Record No. 2011-48.

8.8 In lieu of the provisions of Section 8.7, above, the Water Suppliers may decide by Consensus for ECFS to include the allocations set forth in CUP Nos. 2-095-115794-1 and 2-097-118375-1 into the single, joint CUP issued to the Water Suppliers for the Additional TCR/SJR Quantity. If the Water Suppliers so decide, then ECFS shall place its pending applications for CUP No. 2-095-115794-1 and 2-097-118375-1 in abeyance pending issuance of a single, joint CUP by the

SJRWMD to the Water Suppliers, at which point ECFS shall withdraw its pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1.

8.9 Individual Water Suppliers shall not submit an application for any permit that would prevent issuance of any of the Regional Permits, would cause the reduction of the amount of water allocable to the Water Suppliers in any CUP or any other applicable Regional Permit to be issued for the TCR/SJR Project, or would cause conditions to be appended to any Regional Permit that would increase the overall cost of implementing the TCR/SJR Project. Notwithstanding the foregoing and subject to Section 8.4, this Agreement shall not prevent or prohibit Cocoa from submitting any application to obtain any new permit or modification to any existing permit that may be necessary or required by law to maintain, repair or improve the operations of the Dyal WTP.

8.10 Except as authorized by Section 5.5, the Parties shall not legally challenge or support any legal challenge against any proposed or final agency action or legal instrument with regards to any Regional Permit sought by the Project Administrator on behalf of the Water Suppliers pursuant to this Agreement including, but not limited, to the single joint CUP application submitted on behalf of the Water Suppliers to withdraw the Additional TCR/SJR Quantity.

8.11 The Parties shall not legally challenge or support any legal challenge against any proposed or final agency action with regards to any modification, renewal or extension of Cocoa's presently permitted use of TCR pursuant to CUP No. 2-095-50245-8, as specified in Section 8.2.

8.12 The Water Suppliers shall not oppose, legally challenge or support any legal challenge against any proposed or final agency action with regards to the issuance of CUP Nos. 2-095-115794-1 and 2-097-118375-1, as long as long as these permits are issued contemporaneously with, or subsequent to, the single joint CUP requested by the Project Administrator on behalf of the Water Suppliers to withdraw the Additional TCR/SJR Quantity and ECFS does not seek to increase a

combined permitted allocation from TCR above 8 MGD annual average, or make other changes to the applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1 that would interfere with Cocoa's presently permitted use of TCR, as specified in Sections 8.2 and 8.3 or that would interfere with the TCR/SJR Project; provided, however, ECFS shall provide the other Water Suppliers a copy of the modified application and supporting material at least sixty (60) days prior to filing any changes to its applications and the other Water Suppliers shall notify ECFS at least sixty (60) days after receipt of such notice of their concerns with the changes to ECFS' applications. ECFS and the other Water Suppliers may mutually agree to change the deadlines in this Section. Additionally, the Water Suppliers shall not legally challenge or support any legal challenge against any temporary CUP obtained by ECFS to withdraw water from TCR, as long as the total combined permitted allocation of all temporary CUPs from TCR is equal to or less than 8 MGD annual average.

8.13 Under this Agreement, FRI's obligation shall be limited to the following:

8.13.1 Providing information requested by the Project Manager relating to ownership of: (a) the land underlying and adjoining TCR, (b) any facility required to discharge water from the SJR to TCR; and (c) any facility required to withdraw water from TCR;

8.13.2 Providing such consent as required by the Project Manager to prepare and process any application for a Regional Permit and obtain any Regional Permit;

8.13.3 Providing such temporary right-of-entry as needed by the Project Manager to prepare and process any application for a Regional Permit and obtain any Regional Permit; and

8.13.4 Transferring appropriate easements over any real property involving the SJR intake, raw water transmission lines, the TCR discharge structure and

the TCR intake structure, as specified in **Exhibit A** and required by the Project Manager in order to prepare and process any application for a Regional Permit and obtain any Regional Permit. Such easements shall be acquired according to the process provided for in the General Implementation Agreement.

8.14 FRI's agreements, commitments, obligations and representations under the Agreement shall run with and are appurtenant to the real property owned by FRI as described on Exhibit A of the Notice of Agreement referenced in the General Implementation Agreement and shall bind any subsequent owner of that real property owned by FRI or any portion thereof for the duration of this Agreement. Immediately upon the Effective Date, the Parties shall execute the Notice of Agreement referenced in the General Implementation Agreement. The Notice of Agreement shall be recorded in accordance with the General Implementation Agreement. The Water Suppliers agree to release their rights under this section whenever FRI conveys any interest in real property to a third party; provided, the third party agrees to be bound by FRI's agreements, commitments, obligations and representations under this Agreement, as covenants running with the property interest acquired from FRI and further agrees to recordation of a new Notice of Agreement in accordance with the General Implementation Agreement. No later than thirty (30) days after the acquisition of the final easement interests over real property required by this Agreement, or upon termination of this Agreement, whichever occurs first, the Project Administrator shall execute and record the Notice of Terminating Agreement in accordance with the General Implementation Agreement.

9. WITHDRAWAL OF A WATER SUPPLIER. At any time, a Water Supplier may, at its option and upon written notice to the Project Administrator and all other Water Suppliers, withdraw from further participation in the Agreement, as follows:

9.1 Upon delivery of the notice of withdrawal and proof of the Water Supplier's withdrawal from all the other TCR/SJR Project Agreements, the Water Supplier shall no longer have any rights of participation in this Agreement, shall notify the appropriate regulatory agencies of its withdrawal from any Regional Permits and any applications for Regional Permits obtained or applied for under this Agreement and file the necessary legal instrument confirming it no longer has any legal interest in any real property acquired pursuant to this Agreement. A withdrawing Water Supplier right to seek a CUP to withdraw water from TCR shall be governed by the General Implementation Agreement. A withdrawing Water Supplier shall remain liable for payment of its share of costs related to a contract between the Project Administrator and a third party, which has been executed by the Project Administrator prior to the Water Supplier's withdrawal.

9.2 Upon notice of the effective withdrawal by a Water Supplier from this Agreement, the Project Administrator shall discontinue all work on the Regional Permits and ask for appropriate permit review extensions, while the remaining Water Suppliers convene to discuss the continued feasibility of the TCR/SJR Project. Within ninety (90) days of receiving notice of the effective withdrawal by a Water Supplier from this Agreement, the remaining Water Suppliers will decide by Consensus whether to terminate or amend this Agreement. If the remaining Water Suppliers do not decide by Consensus to terminate the Agreement, then the Project Administrator shall move forward with obtaining the Regional Permits and the withdrawing Water Supplier's cost share percentage and amount shall be assigned on a pro rata basis among the remaining Water Suppliers excluding the withdrawing Water Supplier's cost allocation from the total, unless the Agreement is amended by the Consensus approval of the remaining Water Sup-

pliers to allocate the withdrawing Water Supplier's cost allocation in some other fashion.

10. SUBSTITUTION OF WATER SUPPLIERS AND ASSIGNMENT OF THIS AGREEMENT TO OTHER WATER SUPPLIERS.

10.1 **Substitution.** As a matter of right, a new party may be substituted for an existing Party, if the new party agrees to enter this Agreement and fully perform all obligations of the existing Party. Prior to the substitution taking effect, the existing Party must notify the other Parties in writing of the substitution and offer the substitution on the same terms and conditions to the other existing Parties, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other Parties accept the right of first refusal of the substitution in writing within sixty (60) days, or the time period provided in the notice of substitution, whichever is longer, then the other existing Parties shall be considered to have waived their right of first refusal. The preceding right of first refusal shall not apply when one existing Party is substituted for another existing Party.

10.2 **Assignment.** As a matter of right, this Agreement may be assigned by a Party, in part, to a new party if the new party agrees to enter into this Agreement and fully perform all assigned obligations of the Party. Prior to the assignment taking effect, the existing Water Supplier must notify the other Parties in writing of the assignment and offer the assignment on the same terms and conditions to the other existing Water Suppliers, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other existing Water Suppliers accept the right of first refusal of the assignment in writing within sixty (60) days, or the time period provided in the notice of the assignment, whichever is longer, then the other existing Water Suppliers shall be considered to have waived their right of first refusal. The preceding fright of first refusal provisions shall not apply when an existing Party makes an assignment to another existing Party.

11. DUTY TO COOPERATE. The Parties will work together in good faith to implement the terms of this Agreement. As part of this cooperation, no Party will independently pursue a Regional Permit outside the process described herein.

12. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions.

13. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than the Parties 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 the Parties.

14. CONFIDENTIAL INFORMATION AND JOINT DEFENSE.

14.1 **Parties' Common Interest.** The Parties have a common interest in seeking any Regional Permit in accordance with the approved Scope of Work. To protect this common interest, the Parties shall establish and operate under a common interest arrangement concerning third party legal challenges to the issuance of any Regional Permit and any related litigation.

14.2 **Sharing Confidential Information with Other Parties.** No Party is required to, but may in their respective sole discretion share Confidential Information with the other Parties, as set forth herein. The Parties agree that any Confidential Information that would otherwise be protected from disclosure to third parties will remain confidential and protected from disclosure to any third party under the attorney-client and work product privileges, and the Parties agree that any exchange of Confidential Information is not intended to waive any attorney-client or work product privilege.

14.3 **Using Confidential Information from Another Party.** Each Party shall use the Confidential Information received from the other Party only in furtherance of the common interest of the Parties. No other rights are implied or granted under this Agreement. Nothing contained herein obligates any Party to divulge, communicate or exchange any confidential documents and/or information. All Confidential Information shall not be copied or distributed, disclosed or disseminated in any way or form to anyone except the Parties, the Parties' attorneys or the Parties' own employees, contractors, agents or consultants who have a reasonable need to know said Confidential Information, who are advised as to the confidential and proprietary nature of such Confidential Information and who shall be bound by the restrictions on use as specified in this Agreement.

14.4 **Disclosure of Confidential Information to Third Parties.** If a third party, including any regulatory agency, requests or demands by subpoena, discovery request, public records request or otherwise, any or all of the Confidential Information or any other documents or information exchanged or made available in furtherance of the Parties' common interest, each Party will notify the other Party in writing as soon as practicable. All reasonable steps must be taken to enable a Party to assert any and all applicable rights to privileges or protections with regard to such documents or information. Additionally, a Party contesting the disclosure of Confidential Information shall have the ability to seek a judicial determination preventing the disclosure of the Confidential Information before it is disclosed to any outside party. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that Confidential Information should not be disclosed, the burden of seeking a judicial determination preventing the disclosure of the Confidential Information, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim. Nothing herein is meant to contravene any applicable provision of chapter 119, Florida Statutes. To the extent that a document constitutes a public record under chapter 119, Florida Statutes, and is not otherwise exempt from production, the

originator of the document must be notified prior to or contemporaneous with the production of the document to the extent feasible. Additionally, nothing herein shall be construed to expand the scope of chapter 119, Florida Statutes, or to include documents as public records which would not otherwise be considered public records under chapter 119, Florida Statutes. Absent a judicial determination preventing the disclosure of Confidential Information, a Party complying with chapter 119, Florida Statutes, or other applicable requests for disclosure shall not be deemed to have violated this Section.

15. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of chapter 119, Florida Statutes, and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all project documents and materials that are subject to the provisions of chapter 119, Florida Statutes. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed, nor is intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.

16. NOTICES. All notices provided for in this Agreement must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested, and the notice sent by certified mail or registered mail is received by the Party upon which notice is given, and a copy is simultaneously sent to the Party's Project Representative or Project Administrator by email. A copy shall also be sent to all other Parties by U.S. Mail and by email to the Party's Project Representatives or Project Administrator. All notices shall be delivered or sent to the Parties at their respective ad-

dress shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Parties. If any notice is sent by mail, it shall be deemed to be given on the third day following mailing, which is not a Saturday, Sunday or a day on which the United States Mail is not delivered:

As to Cocoa:

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

With copy to:

Utilities Director
City of Cocoa
351 Shearer Boulevard
Cocoa, Florida 32922

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

As to County:

County Administrator
Orange County Government
P.O. Box 1393
Orlando, Florida 32802

With copy to:

Utilities Director
Orange County Utilities
9150 Curry Ford Road
Orlando, Florida 32825

County Attorney
Orange County Attorney's Office
P.O. Box 1393
Orlando, Florida 32802

As to OUC:	General Manager & CEO Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
With copy to:	General Counsel Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
As to TWA:	Executive Director Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
With copy to:	General Counsel Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
As to ECFS:	Vice-President 4550 Deer Park Road St. Cloud, Florida 34773
With copy to:	Hopping, Green & Sams P.O. Box 6526 Tallahassee, Florida 32314
As to FRI:	President Farmland Reserve, Inc. 13754 Deseret Lane St. Cloud, Florida 34773
With copy to:	Hopping, Green & Sams P.O. Box 6526 Tallahassee, Florida 32314

17. TIME EXTENSIONS. The Parties may by Consensus extend or change any of the deadlines specified in this Agreement.

18. WAIVER. 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.

19. ENTIRE AGREEMENT. The agreements and obligations of the Parties set forth in this Agreement shall be the several, and not joint, agreements and obligations of the Parties. This Agreement, including exhibits, and the other TCR/SJR Project Agreements, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with subject matter hereof, except as specifically set forth herein. Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Agreement. Additionally nothing in this Agreement is intended to change any existing agreement between the SJRWMD and any Party to this Agreement regarding TCR.

20. 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 Orange County or Osceola County, Florida. The Parties hereby waive their right to a jury trial.

21. LIABILITY AND INSURANCE.

21.1 **Sovereign Immunity.** Cocoa, OCU, OUC and TWA 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 these Parties. Additionally, OCU, ECFS, OUC and TWA are not jointly or severally liable for any tort attributable to the Project Administrator and that only the Project Administrator shall be liable for any torts attributable to it for torts of its officers, agents, attorneys or employees under this Agreement, and then only the extent of the

waiver of sovereign immunity or limitations specified in section 768.28, Florida Statutes. Finally, the Project Administrator expressly agrees to indemnify and hold OCU, ECFS, OUC and TWA harmless from any injury that the Project Administrator or its officers, agents, attorneys, employees or invitees sustain while carrying out the Project Administrator's obligations under this Agreement.

21.2 **Indemnification**. All contracts and subcontracts for any work, goods and/or services must include hold harmless and indemnification provisions to protect all of the Parties in a form acceptable to the Parties. The consultant(s), subconsultant(s) or other contractors must provide evidence of acceptable levels and qualities of insurance and of said hold harmless and indemnity prior to commencement or work and access to any of the property of the Parties.

21.3 **Insurance**. All contracts and sub-contracts for any work goods and/or services that may involve access to FRI's lands must include a requirement that the contracting entity carry insurance acceptable to FRI protecting FRI from any liability due to the contracting entity's entry upon FRI's lands. The Project Administrator must submit draft contract language containing this language to FRI to review and allow FRI thirty (30) days to review and comment on the same. If FRI submits comments, the Project Administrator shall use all reasonable efforts to incorporate FRI's comments into the contracts and sub-contracts as applicable.

22. OWNERSHIP OF MATERIALS. Ownership and copyright to all materials and all accompanying data (in all formats) used, developed or produced pursuant to work done under this Agreement is vested in the Parties. Any source document or materials developed, secured or used in the performance of this Agreement shall be considered the property of the Party from which such documents or materials originated.

23. CONSTRUCTION OF AGREEMENT.

23.1 The Parties acknowledge that each Party and its legal counsel participated in the negotiation of this Agreement. This Agreement shall be construed without re-

gard to any presumption or other rule requiring construction against the Party causing the Agreement to be drafted.

23.2 Words importing the singular number include the plural in each case and vice versa, and words importing persons include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, refer to this Agreement; the term "heretofore" means before the date of this Agreement is executed; and the term "hereafter" means after the date this Agreement is executed. The terms "include," "includes," and "including" shall be deemed to be followed by the words "without limitation."

23.3 Unless otherwise stated, any reference in this Agreement to any entity shall include its permitted successors and assigns.

23.4 Any headings preceding the texts of the sections and subsections of this Agreement and marginal notes appended to copies hereof are solely for convenience of reference and neither constitute a part of this Agreement nor affect its meaning, construction or effect.

23.5 All Exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement. Capitalized terms used in the Exhibits hereto, but not otherwise defined therein, shall have the respective meanings assigned to such terms in this Agreement.

23.6 In the event of a conflict between a provision of this Agreement and a provision of any Exhibit to this Agreement, the provisions of this Agreement and the Exhibit shall be read as one Agreement and each provision is to be construed in harmony with the other provision to give each provision a reasonable meaning and avoid any interpretation that renders one or more provisions useless or redundant. Under the circumstances when a provision of the Agreement cannot be reconciled with a provision of the Exhibit, the provision in the Agreement shall prevail.

23.7 In the event of a conflict between this Agreement and the General Implementation Agreement, the General Implementation Agreement shall prevail.

23.8 External documents, instruments, or other writings, drafts, mediator's notes, notes of any of the Parties, or other materials produced during the TCR/SJR mediation sessions attended by the Parties shall not be used to interpret this Agreement or be used to resolve any conflict between this Agreement and any other TCR/SJR Project Agreement or instrument.

24. TERM, TERMINATION.

24.1 The term of this Agreement commences upon its Effective Date and shall remain in effect for an initial term until completion of the Scope of Work or ten (10) years from the Effective Date, whichever is less, unless renewed by Consensus of all the Parties prior to the expiration date. The initial term shall be tolled by any pending legal challenges to issuance of any Regional Permit.

24.2 Unless otherwise agreed to by the Parties, the Agreement shall terminate early, if:

24.2.1 The General Implementation Agreement should terminate; or

24.2.1 Upon Consensus of all the Parties at any time.

25. AMENDMENT. This Agreement may be amended only if all the Parties agree. Amendments must be written and be signed by all Parties.

25. COMPLIANCE WITH APPLICABLE LAW. The Parties, their employees, contractors, subcontractors and assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this Agreement.

26. DEFAULT AND REMEDY.

26.1 **Default**. 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.

26.2 **Notice of Default and Opportunity to Cure**. Upon occurrence of a Default by any Party, one or more of the other Parties shall deliver written notice to the Party in Default in the manner provided in Section 16, identifying the specific nature of the Default therein. The Party in Default shall have thirty (30) days within which to cure such Default. Provided, if the Default is of such a nature that it cannot be cured within thirty (30) days, the Party in Default shall have such additional time as may be necessary to cure the Default, so long as within said period, the Party in Default commences the cure and diligently prosecutes such cure until completion.

26.3 **Remedy for Default**. For any Default not cured as provided in Section 26.2, above, non-defaulting Parties, may individually or jointly seek specific performance arising from such Default.

26.4 **Mediation**. Prior to seeking any remedy for a Default as provided in Section 26.3, a Party shall seek to mediate the dispute with the Party in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Parties a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within ten (10) days after receipt of the notice from the requesting Party, the other Parties shall, in writing, provide notice of either the selection of one of the mediators proposed by the requesting Party or offering a list of three additional mediators for consideration. Within ten (10) days of the requesting Party's receipt of the notice, the Parties shall meet for the purpose of selecting one of the mediators proposed by any of the Parties. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter under consideration. Within twenty (20) days after a mediator is named by the Parties, a time and date for the mediation shall be scheduled and documented in writing. The mediation shall be conducted ex-

peditiously and the location of the mediation shall be at a location mutually selected by the Parties, or at a location of the mediator's choosing if the Parties can't agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their respective attorney's fees, expert fees and other related expenses. Any settlement achieved through mediation shall be made in writing with a copy delivered to all the Parties.

26.5 **Force Majeure Event.** 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 Parties. The Parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a Party from carrying out this Agreement.

27. ATTORNEY'S FEES. Each Party shall bear its own attorney's fees, costs, and expenses in any litigation, suit, dispute, controversy, arbitration, mediation, or proceeding, including appellate proceedings involving another Party, arising out of, based on, or related to, this Agreement. This is not intended to prevent Cocoa from collecting its attorney's fees, costs and expenses to fund the Scope of Work.

28. MISCELLANEOUS PROVISIONS.

28.1 No Party shall be deemed to be an agent of another Party nor shall represent that it has the authority to bind another Party.

28.2 In computing any period of time under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday, or legal holiday, the period of time shall run

until the end of the next calendar day which is not a Saturday, Sunday, or legal holiday.

28.3 Nothing in this Agreement shall be deemed a waiver of any government Party's police powers.

[*Signature pages to follow*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the City of Cocoa, Florida

CITY OF COCOA, a Florida municipal corporation

By: _____
Henry U. Parrish III
Mayor

ATTEST:

By: _____
Carie Shealy, MMC

APPROVED AS TO FORM:

_____
Anthony A. Garganese, Esq.
City Attorney

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Orange County, Florida

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: _____
for Deputy Clerk

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Orlando Utilities Commission.

ATTEST:

ELIZABETH M MASON
Print Name

ORLANDO UTILITIES COMMISSION

By: _____
Kenneth P. Ksionek,
General Manager & CEO

Approved as to form and legality,
OUC Legal Department

By: _____

Date: 8/30/17

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Tohopekaliga Water Authority.

TOHOPEKALIGA WATER AUTHORITYT
an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature

By: _____
Tom E. White, Vice Chair
Board of Supervisors

Date: August 30, 2017

ATTEST:

_____
Clarence L. Thacker, Secretary

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by East Central Florida Services, Inc.

EAST CENTRAL FLORIDA SERVICES, INC.

By: _____
K. Erik Jacobsen, President

Attest: _____

Date: 8/23/2017

Approved as to Form:

_____
Eric T. Olsen, Esq.
Legal Counsel

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Farmland Reserve, Inc.

FARMLAND RESERVE, INC.

By: Don M. Sleight

Don M. Sleight, Chief Executive Officer

Attest: Diane Lent

Date: 8/16/2017

Approved as to Form:

Eric T. Olsen, Esq.,
Legal Counsel

EXHIBIT A – REGIONAL PERMITS

PERMIT	PERMITTEE OR SIGNATOR
CUP – Permit to withdraw the Additional TCR/SJR Quantity from the TCR/SJR Project	All Water Suppliers.
NEPA – Determination of a documentation level class of action, Categorical Exclusion, an Environmental Assessment and Finding of No Significant Impact or Environmental Impact Statement and Record of Decision for environmental effects of TCR/SJR Project	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
ERP – Construction of SJR intake structure(s), raw water pipelines from the SJR to TCR, TCR discharge structure, and TCR intake structure(s) and associated Authorization to Use Sovereign Submerged Lands	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
404 Permit – Construction of the SJR intake structure, raw water pipelines from the SJR to TCR, TCR discharge structure(s), and TCR intake structure.	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
NPDES Permit – Discharge of SJR Water into TCR (does not encompass separate NPDES Permits for construction activities)	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
Lease or Other Authorization for Use of State Lands – If the SJR intake(s) is located on the Tosohotchee State Preserve or other state owned lands.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in SJR Intake – If the SJR intake is not located on the Tosohotchee State Preserve or other state owned lands, then a legal instrument demonstrating a proprietary interest in the location will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in Raw Water Transmission Lines – Legal instrument demonstrating a proprietary interest in the route of the raw water pipelines from the SJR to TCR will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in TCR Discharge Structure – Legal instrument demonstrating a proprietary interest in the location of the discharge structure on the L-73 levee or another location will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in TCR Intake Structure – If TCR intake structure is different from the one currently owned and operated by the City or, if the existing intake structure will need to be modified, a legal instrument demonstrating a proprietary interest in the location of the intake structure on the L-73 levee will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.

EXHIBIT B – SUMMARY SCOPE OF WORK

INTRODUCTION

The work contemplated under this Agreement is to prepare permit applications and obtain the Regional Permits for the TCR/SJR Project. The following tasks and descriptions generally describe the anticipated consulting services required under this Agreement. It is anticipated that multiple consultants that provide services including but not limited to engineering, surveying, environmental, geotechnical, hydrogeological, water quality, ground, surface and hydraulic modeling, public water supply demand projections, property acquisition, public relations, appraisal and legal services may be required.

TASK 1 – PERMIT ENGINEER REPORT TASK

In order to meet Regional Permit application requirements, the consultant selected under this Agreement shall prepare a comprehensive Permit Engineering Report. At the direction of the Project Administrator, this Permit Engineering Report shall either be a new engineering report or an update to the Preliminary Design Report completed by the Water Suppliers in 2009. In addition, to meeting Regional Permit application requirements, the Permit Engineering Report may contain additional efforts as specified under this Agreement.

TASK 2 – CUP APPLICATION PREPARATION

There are three primary demonstrations required of a CUP applicant: the use of water is needed and a reasonable-beneficial use, the use of water will not interfere with the any presently existing legal use of water, and the use of water is consistent with the public interest. The Additional TCR/SJR Quantity will be a new use from the SJR and an increase of an existing use from TCR.

The underlying concept of the CUP application process is that the Water Suppliers will provide water supply utility-specific information on their systems that is relevant to the application process relative to the conditions for issuance of a CUP with a fifty (50) year duration. The technical consultant will consolidate this information into a single body of work that represents the Water Suppliers' participation individually and as a whole. The CUP application will be compartmentalized consisting of the completed application document with supporting documents for the various demonstrations and supplemental information provided as attachments.

This task will include development of a hydrologic model, including a system operation schedule and mixing analysis for the SJR and TCR water supply to estimate the available yield and reliability of the system. The system operation schedule used in the modeling is intended to function within the constraints of the revised TCR regulation schedule and any existing MFLs on the SJR and Taylor Creek, considering the water quality of the SJR and resulting in acceptable water quality. This mixing analysis will also consider the impact of water from the SJR on the use of TCR for agricultural purposes as set forth in greater detail in Task 6 below.

It is assumed that existing documents provide much of the technical water resource evaluation information that would be required to support the CUP application. Technical documents that could be used include:

- Final and draft MFL documents on the SJR and Taylor Creek prepared by the SJRWMD Water Supply impact Study.
- SJR/TCR Water Supply Project Environmental Information Document and Preliminary Design Engineering Report (2009 EID), CH2M/PB Water Joint Venture, Orlando, Florida, September 2009
- Technical Publication SJ2006-2: District Water Supply Plan – 2005, SJRWMD, Palatka, Florida, 2006.
- CFWI Plan

TASK 3 – NEPA

A NEPA determination is triggered by major federal action. Major federal action in this context could be a major federal permit, a change in the U.S. Army Corps of Engineers' regulation schedule for TCR, or federal funding. NEPA could be triggered by a 404 Permit for improvements to the L-73 levee and expansion of the S-164 structure, a change in the U.S. Army Corps of Engineers' regulation schedule for TCR, a 404 Permit for the SJR intake structure, a 404 Permit for the TCR discharge structure, a 404 Permit for a new TCR intake structure or modification to the existing TCR intake structure, an NPDES Permit for the discharge of SJR water to TCR, or the receipt of Federal Funding. As part of this task, close coordination with the SJRWMD regarding their improvements to the L-73 levee, expansion of the S-164 structure and modification of the U.S. Army Corps of Engineers' regulation schedule for TCR is required. If NEPA is triggered, an Environmental Information Document and a Categorical Exclusion, Environmental Assessment or an Environmental Information Statement will be needed. The outcome of meetings with the U.S. Army Corps of Engineers and the SJRWMD will provide the direction needed for a NEPA determination, the level of documents needed and the integration of similar work-product by the SJRWMD and the Water Suppliers with regards to the TCR/SJR Project.

It is assumed that at a minimum an Environmental Information Document level analysis will be required. It is further assumed that the 2009 EID would be the starting point for the NEPA analysis.

TASK 4 – JOINT ERP/404 PERMIT AND AUTHORIZATION FOR USE OF SOVEREIGN SUBMERGED LAND PERMIT APPLICATION

At least one and possibly more than one Joint Application for Individual and Conceptual Environmental Resource Permit/Authorization to Use State Owned Submerged Lands/Federal Dredge and Fill Permit will be required for construction of the SJR intake structure, the raw water pipelines from the SJR to TCR, the TCR discharge structure, a new TCR intake structure or modifications to the existing TCR intake structure and Dyal WTP modifications. This task may include the consideration of effects on threatened and endangered species, and historical and cultural resources.

A joint application was prepared as part of the 2009 EID. It is assumed this application would be the starting point for any joint application(s).

TASK 5 – NPDES PERMIT APPLICATION

An NPDES Permit may be needed to discharge water withdrawn from the SJR into TCR from blending differing qualities of water. This can be determined with coordination with the Department of Environmental Protection. It is assumed this determination will take into account the mixing analysis described above in connection with Task 2.

TASK 6 – LEASE OR OTHER AUTHORIZATION FOR USE OF STATE LANDS AND PROPRIETARY INTERESTS IN PROJECT FACILITIES

The ERP and 404 Permit will require ownership or control of the property on which the SJR intake structure, the raw water pipelines from the SJR to TCR, the TCR discharge structure and possibly the TCR intake structure. The 2009 Environmental Information Document/Preliminary Design Report assumed the SJR intake structure would be located on the Tosohotchee State Preserve. If that proves to be the ultimate location, then a long-term lease or other authorization from the State of Florida will need to be obtained. If an alternative location for the SJR intake structure is selected, then legal instruments demonstrating a proprietary interest in the underlying real estate will be required. Similarly legal instruments demonstrating a proprietary interest in the underlying real estate in the route of the raw water pipelines from the SJR to TCR

will be required. Since the SJRWMD has an interest in the land comprising the L-73 Levee as part of a project administered on behalf of the United States Army Corps of Engineers, a legal instrument demonstrating a proprietary interest in the location of the TCR discharge structure will be required. Finally, for the same reasons expressed with regards to the proposed TCR discharge structure, a legal instrument demonstrating a proprietary interest may need to be obtained for the TCR intake structure.

TASK 7 – JOINT USE EVALUATION

As specified under this Agreement, prepare an evaluation of the effect of the construction and operation of the TCR/SJR Project on water quality in TCR, which may include a mixing analysis for the SJR and TCR waters. As specified under this Agreement, the technical consultant will conduct this evaluation in the manner specified in the General Implementation Agreement. The agricultural water quality parameters to be considered in this evaluation are Chlorides, Sodium, Specific Conductance, Fluoride, Total Phosphorus and Total Nitrogen. This information will be used to determine any constraints on the quality of water in TCR as part of the basis for developing operating protocols that will maximize the yield of TCR for public water supply and protect the quality of water used for agricultural purposes.

As specified under this Agreement, develop plans, tools and protocols for the operation of all phases of the TCR/SJR Project to achieve the following: (a) ensure compliance with the MFLs and other constraints on the withdrawal of water from the TCR and SJR; (b) protect the presently permitted use of TCR by Cocoa, as specified in Section 8.2; (c) maximize the yield and protect the water quality of TCR for both public water supply and agricultural purposes, as specified in the General Implementation Agreement; and (d) allow ECFS for the agricultural water supply portion, and the Water Suppliers for the public water supply portion, of the TCR/SJR Project to withdraw water as frequently as possible and to the greatest extent possible to achieve the water allotments specified in the General Implementation Agreement. These plans, tools and protocols may include a system operation schedule. The technical consultant shall submit these plans, tools and protocols to the Water Suppliers for review and approval. Approval of the plans, tools and protocols shall be as specified in the General Implementation Agreement.

TASK 8 – COMMUNICATIONS AND COORDINATION

During the course of this project, regularly scheduled meetings and milestone specific meetings will be necessary to keep the team current on project events and to obtain timely interactions, input and comments on, and approval of project deliverables. For this project, monthly project meetings with the Water Suppliers should be planned.

Additionally, the project may include the following components:

- Public involvement strategy
- Outreach activities
- Media outlet list
- Property owner and interested parties mailing list
- Public involvement schedule
- Local government coordination strategy
- Public meeting strategy.

TASK 9 – REGIONAL PERMIT COMPLIANCE

In the event that a Regional Permit is issued prior to the initiation of Phase 2 of the TCR/SJR Project as described in the General Implementation Agreement, the Water Suppliers may be required to initiate compliance activities. The scope and frequency of these compliance activities is presently unknown but could include, but not be limited to, hydrologic monitoring or water quality sampling. As specified under this Agreement, the consultant will initiate and maintain compliance with Regional Permits.

EXHIBIT "C"

TAYLOR CREEK REGIONAL WATER SUPPLY PROJECT

PROJECT MANAGEMENT SERVICES

SCOPE OF SERVICES

Phase I: Project Permitting and Operational Protocols

A. Project Management

Project Manager will manage all aspects of the administrative and permitting processes necessary to produce all work products required to complete the TCR Regional Water Supply Project (Project) permitting requirements and operational protocols as specified by the GIA. All approval processes for any decision-making in Phase I will be governed by the terms agreed upon in the GIA.

Additionally, the Project Manager shall be responsible for managing the Transmission Line Routing Study to be funded by ECFS, TOHO Utility and the Orlando Utilities Commission.

Note: These services and budget do not include any legal proceedings such as third party objections and associated legal proceedings.

The Project Manager will:

1. Coordinate, with the Project Administrator- City of Cocoa, as necessary on all major project components, agreement interpretations, policy issues and others as necessary to manage the Project. Specific City staff to be coordinated with for Project include, but are not limited to:

   a. Utilities Department

   b. Procurement Department

   c. Finance Department

   d. Outside Legal Counsel

   e. City Manager's Office

2. Coordinate all designated project representatives for all committees in an efficient, inclusive and comprehensive manner. Specific suppliers to be coordinated with include:

   a. City of Cocoa;

   b. Orange County;

   c. Orlando Utilities Commission;

d. TOHO Water Authority; and

e. ECFS.

3. Prepare monthly progress reports to include meeting summaries, schedules and budget updates

4. Manage all procurement activities in coordination with Project representatives and the City of Cocoa. Negotiate contracts with selected consultants for work on the Project. Procured contractors shall include, at a minimum:

   a. Contractor(s) for permitting applications

   b. Contractor(s) for operational protocol

   c. Contractor(s) for transmission line routing study

5. Review all consultant invoices and make payment recommendations to City of Cocoa

6. Schedule meetings as necessary with applicable regulatory agencies to facilitate the permit application process

7. Other administrative duties as assigned

B. Prepare and Submit Project Consumptive Use Permit

The Project requires the preparation and submittal of a 50 year term Consumptive Use Permit (CUP) to seek the water allocation necessary for all five suppliers to meet their Project related 50 year water supply needs.

The Project Manager will:

1. Convene Project representatives to outline data needs for CUP application

2. Coordinate with the Project permitting attorney to outline, review and approve permit application documents

3. Coordinate and review all work completed by Project selected consultants

4. Conduct meetings with the SJRWMD CUP regulatory staff to review application materials on a regular basis during the permit preparation process

5. Lead, in coordination with the Project attorney and Project representatives, all negotiations with the SJRWMD staff regarding permit allocations and conditions

6. Meet, if necessary, with SJRWMD executives and /or Board members

C. Prepare and Submit all Other Applicable Project Permits

The Project requires the preparation and submittal of a number of permit applications from several state and federal agencies to construct and operate the proposed Project components.

The Project Manager will:

1. Convene Project representatives to outline data needs, as necessary, for each application and report. Proposed applications and/or report to include, but not limited to:
    a. Permit Engineering Report (Update PDR)
    b. SJRWMD Environmental Resource Permits
    c. ACOE Section 404 Dredge and Fill Permits
    d. NPDES
    e. EPA- NEPA approval
    f. Lease applications for use of State of Florida Sovereign Submerged Lands
2. Coordinate with the Project permitting attorney to outline, review and approve permit application documents
3. Coordinate and review all work completed by Project selected consultants
4. Conduct meetings with regulatory agencies , as necessary, to review application materials
5. Lead, in coordination with the Project attorney and Project representatives, all negotiations with agency staff regarding permit conditions

D. Manage the Transmission Line Routing Study

Three of the suppliers have agreed to undertake a finished water transmission line study to deliver water from the Dyal Treatment Plant to the suppliers. These suppliers, ECFS, OUC and TOHO, have agreed to fund this study and request that the City of Cocoa act as the Project Administrator.

The Project Manager will:

1. Manage the preparation of the study scope
2. Procure the contractor(s) necessary to complete the scope of work
3. Review the consultants work product
4. Coordinate with the study sponsors to ensure a timely and comprehensive work product
5. Coordinate a decision on the selected route

E. Prepare the Operating Protocol

The TCR Project requires the development of an Operating Protocol for the purpose of ensuring the following:

- Water taken from the SJR will not adversely impact the irrigation water quality for ECFS operations;
- Withdrawals from the TCR for ECFS irrigation needs will be coordinated with withdrawals necessary for the Project potable needs and vice versa; and
- During periods of drought, equitable distribution of the water available to the potable and ECFS irrigation needs.

The Project Manager will:

1. Manage the procurement of a consultant to provide technical analyses for the protocol
2. Facilitate meetings to solicit concerns, requirements and methods from the suppliers
3. Manage preparation of a joint use evaluation
4. Draft an Operating Protocol for supplier review
5. Manage the approval of the Operating Protocol

F. Manage Project Public Communication

The TCR Regional Water Supply Project may have a degree of controversy in view of the fact the withdrawal is large by historical standards and the 50 year permit is a new feature in Florida water use regulations. It is conceivable that accurate Project messaging should be employed to allow the public to reach their conclusions regarding the Project with open and accurate information.

The Project Manager will:

1. Coordinate the Public Communications consultant engaged by the City of Cocoa for the Project.
2. Review all Project communications before release to public or media
3. Coordinate all messaging with Project suppliers

COMPENSATION

Mark D. Farrell, P.E., Principal with WRA LLC, will serve as the Project Manager.

It is anticipated that only his services, in conjunction with clerical assistance, will be necessary to complete the Project Manager tasks.

Hourly Rates

Mark Farrell, P.E.....$220.00 per hour

Administrative assistant.....$70.00 per hour

Invoices will be submitted monthly.

All services will be performed on a "Time and Materials" basis. Materials will not be marked up but applied at the rates below:

- Travel expenses.... Actual cost
- Mileage..... ..... IRS approved rate
- Photocopying..... $0.20 per page
- Binding materials Actual cost
- Data storage devices.. Actual cost
- Telephonic charges... Actual cost

Rates subject to change on an annual basis

See Exhibit "1" Fee Budget

EXHIBIT "1"

PHASE 1 PROJECT MANAGER FEE BUDGET

TASK	PM	Clerical	Fee
Hourly Rate	$220	$70	
A. PROJECT MANAGEMENT			
Develop contracts	80	30	$19,700
Negotiate Fees	60	20	$14,600
Review progress	100	30	$24,100
Coordination with City Services	80	60	$21,800
Manage invoices	80	100	$24,600
B. MANAGE AND SUBMIT CUP APPLICATION			
Draft Scopes of Work	60	20	$14,600
Procure Consultant(s)	40	15	$9,850
Manage Consultant(s)	120	40	$29,200
Coordination with agencies	120	10	$27,100
Coordinate with Suppliers	80	80	$23,200
Coordinate with lead attorney	40	10	$9,500
Review application materials	100	40	$24,800
C. MANAGE AND SUBMIT OTHER PERMITS			
Draft Scopes of Work	60	20	$14,600
Manage Permit Engineering Report	16	6	$3,940
Procure Consultant(s)	40	20	$10,200
Coordinate with Suppliers	40	20	$10,200
Review application materials	120	25	$28,150
D. MANAGE THE TRANSMISSION LINE STUDY			
Draft Scope of Work	30	16	$7,720
Procure Consultant(s)	30	10	$7,300
Manage Consultant(s)	60	20	$14,600
Coordinate with Suppliers	80	15	$18,650
E. MANAGE DEVELOPMENT OF THE OPERATING PROTOCOL			
Draft Scope of Work	30	8	$7,160
Procure Consultant(s)	30	10	$7,300
Manage Consultant(s)	60	20	$14,600
Review work	60	10	$13,900
Coordinate with Suppliers	100	40	$24,800

F. MANAGE THE PUBLIC COMMUNICATION			
Coordinate with PC Consultant	40	5	$9,150
Coordinate with Suppliers	40	15	$9,850
MISCELLANEOUS DUTIES	60	60	$17,400
		SubTotal	$462,570
		EXPENSES	$10,000
			$472,570

WRA
2020 FEE SCHEDULE

Charges for work performed by **WRA** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)

Engineering	Principal	$220.00
	Senior Professional Engineer	$165.00
	Senior Construction Engineer	$165.00
	Senior Facilitator	$160.00
	Project Manager	$160.00
	Professional Engineer	$150.00
	Construction Engineer	$130.00
	Civil Engineer	$130.00
Geology and Hydrology	Senior Professional Geologist	$165.00
	Senior Hydrologist	$165.00
	Geologist	$135.00
Environmental	Environmental Manager	$150.00
	Senior Environmental Scientist	$110.00
	Staff Environmental Scientist	$90.00
	Environmental Scientist	$65.00
GIS	Senior GIS Analyst	$125.00
	GIS Analyst	$85.00
Design and Planning	Sr. Landscape Architect	$140.00
	Senior Planner	$140.00
	CADD Designer	$95.00
	Technician	$75.00
Survey	Professional Surveyor	$130.00
	Survey Crew (2 person)	$100.00
Administrative	Administrative Assistant	$60.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.20 per page
Copying (Color Prints)	$0.45 per page
Drawings (B/W & Color Prints)	$2.00 per sheet
Mylars	$10.00 per sheet
Mileage	$0.58 per mile
Postage/Courier/Overnight Delivery	Actual Cost + 15%
Subcontractors	Actual Cost + 15%

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-696

File ID:	20-696	**Type:**	Resolution	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	10/05/2020
Subject:				**Final Action:**	

Title: Approve entering into a co-operative purchasing agreement with Granite Inliner (formally Layne In-Liner LLC) in the amount of $71,578.00 and a Resolution for a 10% contingency of $7,157.80 for a total of $78,735.80, using Polk County Bid 20-577 approved April 22, 2020 through May 31, 2021, to reline the stormwater pipe on Wilson Ave. Approve City Manager authority to issue the related purchase order and any use of contingency. Approve a Resolution Amending the FY21 Budget, BAF# 21-010-T.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	City of Cocoa - Wilson Ave 263 LF 48 Inch_.pdf, Polk County Bid 20-577 Granite Inliner submittal.pdf, City of Cocoa COI.pdf, 101420 - CIPP Granite Inliner - Resolution Contigency.docx, PW-20-PGB-Granite.pdf, Approved_ Request Permission to Piggyback (B-20-577 Granite Inliner).msg, Budget Resolution FY 2021.docx, BAF 21-010-T-PW-Wilson Ave CIPP Lining Funds (10-27-20) 20-696.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: **October 06, 2020**

SUBMITTED TO: **City of Cocoa**
Public Works Department
155 N. Wilson Avenue
Cocoa, FL 32922
Attn: Charles Wines
Stormwater, Street Supervisor

JOB LOCATION: Wilson Ave - Cocoa, FL

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Seventy-One Thousand Five Hundred Seventy-Eight dollars and no cents ($71,578.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty days.

We hereby submit specifications and estimates as follows:
Granite Inliner shall supply all equipment, materials and labor to perform work as follows:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
Item #13 – Furnish and Install 48" CIPP Lining (19.5mm)	**263**	**LF**	**$206.00**	**$54,178.00**
Item #21 – Mobilization	**1**	**LS**	**$4,500.00**	**$4,500.00**
Item #22 – Maintenance of Traffic	**1**	**LS**	**$1,400.00**	**$1,400.00**
Item #23 – Dewatering and Pipe Cleaning	**1**	**LS**	**$11,500.00**	**$11,500.00**
			TOTAL	**$71,578.00**

NOTES:
1. Proposal based on unit pricing contained in contract between Granite Inliner and Polk County, Contract #20-577.
2. Inliner to be installed as per ASTM and manufacturer's specifications.
3. This proposal subject to pre-TV inspection by Granite Inliner, indicating that the line conditions are acceptable for installation of Inliner.
4. Price quoted does not include point repairs, if required, prior to installing Inliner.
5. Granite Inliner shall furnish the City of Cocoa with a final inspection CD of the rehabilitated storm sewer lines.
6. Proposal does not include bonds or permit fees. Bonds if required will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature _____
Matt Blais, Project Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____

March 26, 2020

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
BID # 20-777, CIPP Installation

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: questions and answers received.

Ken Brush
Ken Brush
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

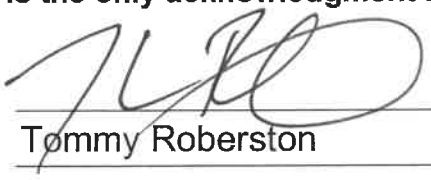
Signature	
Printed Name:	Tommy Robertson
Title:	Area Manager
Company:	Granite Inliner, LLC.

Ken Brush

Ken Brush

Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature 

Printed Name: Tommy Roberston

Title: Area Manager

Company: Granite Inliner, LLC.

Bidder Instructions and General Information

Bidder Instructions: To ensure acceptance of the bid, follow these instructions

Bid Documents Must Be Delivered to The Procurement Division Prior to 2:00 p.m. On The Date Specified. There Will Be No Exceptions.

1. **Execution of Bid**: Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **No Bid**: Bidders not interested in submitting a bid should return a "no bid," with an indication of the reason for no bid and the interest in future bid solicitations.
3. **Bid Opening**: It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **Bid Submittal Forms Using Facsimile or Email Will Not Be Accepted.**

   Note: In accordance with Florida Statute 119.071, a listing of vendors that provide a bid submittal shall be posted to the County's website at https://www.polk-county.net/procurement/bidstatus. The sealed bids shall remain exempt from disclosure, including bid amounts, until recommendation of award or 30 days after bid opening, whichever event occurs first.

   Should the Procurement Director reject all bids, before the recommendation of award or 30 days after bid opening, and concurrently provide notice of the County's intent to reissue the bid, the rejected bids will remain exempt from Florida Statute 119.07 until such time as the County provides notice of recommendation of award of the reissued bid or until the County withdraws the reissued bid. The bid is not exempt for longer than12 months after the notice of rejection of all bids.
4. **County as Gatekeeper of Documents**: This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the bidder should not rely on such sources for information regarding the solicitation.

5. **Taxes**: Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of the bid.
6. **Discounts**: Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
7. **Mistakes**: Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
8. **Invoicing and Payment**: The successful bidder shall submit a properly certified invoice to the County at the prices bid. **An original invoice shall be submitted to the appropriate User Division**. The vendor shall include the bid number and/or the purchase order number on all invoices. The vendor's Project Manager or any authorized officer shall, by affidavit, attest to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Vendors performance of the Service or the County's acceptance of any work or goods delivered.
9. **Conflict of Interest**: All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the County or any of their agencies. Furthermore, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.
10. **Warranty**: Unless otherwise specified, the bidder agrees that the goods furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable goods, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.
11. **Addendum**: Any changes in the bid shall be made in the form of a written addendum by the Procurement Director or his representative. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet should be signed and submitted with your bid submittal.
12. **Liability**: The vendor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.

13. **Patents and Royalties**: The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process or article manufactured or used in the performance of the bid, including its use by the County. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
14. **Cone of Silence**: Bidders and any prospective bidders shall not contact, communicate with or discuss any matter relating in any way to this Bid with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated in the Procurement Division. This prohibition begins with the issuance of the Bid and ends upon award or execution of the final contract. Any such communication initiated by a bidder or prospective bidder shall be grounds for disqualifying the offender from consideration for an award pursuant to this bid and for bids or contracts to be awarded pursuant to RFPs, or Requests for Bid that the County may issue in the future.
15. **Bid Protest**: Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All bidders who bid will be sent a Notice of Recommended Award, unless only one bid was received.

    A copy of the bid protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at https://www.polk-county.net/procurement/protest-procedures.

    "Failure to Follow Bid Protest Procedure Requirements Within the Time Frames Prescribed Herein as Established by Polk County, Florida, Shall Constitute a Waiver of Your Protest and Any Resulting Claim."

16. **Indemnification**: Vendor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its

obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Vendor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees; provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

17. **Public Entity**: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity 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. When submitting this bid, the bidder hereby certifies that they have complied with said statute.
18. **Preference for Drug Free Workplace**: Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
19. **Sealed Bids**: All bid submittals must be completed and submitted in a sealed parcel. **(Do Not Include More Than One Bid Submittal Per Envelope. Bid Submittal Shall Include One (1) Original and One (1) Copy of Original.)** The **Original** bid submittal(s) shall be submitted on the forms provided by Polk County. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.
20. **Prices, Terms and Payment**: Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within Polk County. Discount time will be computed from the date of satisfactory delivery at place of acceptance. Prices bid shall be firm for forty-five (45) days.
21. **Safety Standards**: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and carry evidence of Underwriters Laboratories' Listings (UL).

22. **Packaging**: All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.
23. **Meets Specifications**: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid) unless otherwise specified in the specifications. The bidder represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Bidder shall strictly adhere to delivery specifications.
24. **Silence of Specifications**: The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
25. **Governmental Restrictions**: In the event that any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid prior to delivery, it shall be the responsibility of the supplier to notify the Procurement Division at once. Their letter shall indicate the specific regulation, which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no expense to the County.
26. **Toxic Substances: Notice of successful vendor(s) to provide to Polk County toxic substances (As listed in Chapter 442, Appendix "G" of the FS) if applicable.**
    a. Chapter 442 of the FS states that manufacturers, importers or distributors of any toxic substance shall prepare and provide each direct purchaser of such toxic substance with Material Safety Data Sheet(s), herein referred to as MSDS, which to the best of the manufacturer's, importer's or distributor's knowledge, is current, accurate and complete based on information then reasonably available to the manufacturer, importer or distributor. Upon notification of a new or revised MSDS the manufacturer, importer or distributor, on a timely basis not to exceed three (3) months after notification, shall provide the County with the revised information as it becomes available to the manufacturer, importer or distributor.
    b. Failure to provide the MSDS, when applicable, shall be cause for rejection of bid.
27. **Inspection, Acceptance and Title**: Inspection and acceptance will be at the designated facility unless otherwise indicated. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County, unless loss or damage results from negligence by the County.

28. **Samples**: Samples of items, when called for, must be furnished free of expense and may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Samples of successful bidder's items may remain on file with Procurement for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the Procurement Division shall dispose of the samples.
29. **Code of Ethics**: If any bidder violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods, or services for the County.

General Information

1. **Definitions**:
   - The term "County" means the Polk County, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
   - The term "Contract" means this bid document, any and all Addenda issued, and the Contractors bid submittal.
   - The term "Vendor", "Contractor" means the successful bidder(s) who executes a contract with the County.
2. **Award(s):** As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the Special Conditions; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:
   - Vendor's evaluation – quality of performance on previous projects.
   - The ability, capacity, equipment and skill of the bidder to fulfill the contract.
   - Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
   - The character, integrity, reputation, judgment, experience and efficiency of the bidder.
   - The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
   - The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.

- The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
- The ability of the bidder to provide future maintenance and service, as required or needed.
- The number and scope of conditions attached to the bid.

3. **Effective Date:** The date of issuance of a Notice to Commence by the County Procurement Division.
4. **Local Preference**: It is the policy of the Board of County Commissioners to afford local preference to Polk County entities in the award of bids. Preference shall be administered in accordance with the following:

   When bids are received that do not exceed $3,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 2% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

   When bids are received that are greater than $3,000,000.00 but do not exceed $5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 1% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest-price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

   When bids are received that are greater than $5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within .5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

   For purposes of this provision the term "Polk County entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to

the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows local preference, the County will adhere to those requirements by not applying this section.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

5. **Vendor Preference**: It is the policy of the Board of County Commissioners to afford vendor preference to women or minority owned entities in the award of bids. Preference shall be administered in accordance with the following:

   When sealed bids are received that do not exceed $3,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 2% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

   When sealed bids are received that are greater than $3,000,000.00 but do not exceed $5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 1% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

   When sealed bids are received that are greater than $5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within .5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

   The term "Women or Minority Owned Entity" means any business having at least 51% ownership by women or minority group members who independently control the management and day-to-day operations of the firm. Group members are

Females, African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

6. **Non-Conformance to Bid Conditions**: Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
7. **Assignment**: Any purchase order issued pursuant to this bid and the monies which may become due herein are not assignable except with the prior written approval of the Procurement Director.
8. **Disputes**: In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.
9. **Facilities**: The County reserves the right to inspect the bidder's facilities at any time, with prior notice.
10. **Placing of Orders**: The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.
11. **Precedence**: Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
12. **Additions/Revisions/Deletions**: Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.
13. **Termination/Suspension**: The County may terminate the Contract resulting from this Bid at any time, in whole or in part, in accordance with and subject to the following:
    a. The County may terminate the Contract for the County's convenience by delivering 30 days' prior written notice of termination to the Contractor.
    b. The County may terminate the Contract immediately if the User Division determines that the Contractor is in material default of its Contract obligations,

has notified the Contractor of such default by delivering a Vendor Complaint Form to the Contractor specifically describing the basis of the complaint and the conditions of the Contractor's default, and ten (10) days have passed since the Contractor's receipt of the Vendor Complaint Form without all defaults as described therein having been fully corrected. Notwithstanding anything to the contrary contained herein, the County may terminate the Contract immediately, without notice or any opportunity to cure, if the services rendered for the Contract cause or threaten endangerment to public health, safety or welfare.

c. Upon receipt of any termination notice as described above, the Contractor shall:
   - Immediately discontinue all work unless the County's notice directs otherwise, and
   - Deliver to the County any and all data, reports, summaries, and all other information and materials of any type or nature whatsoever, whether completed or in process, the Contractor may have accumulated or generated in the course of performing the work of the Contract.

d. In the event this Bid and/or the resulting Contract is terminated due to the Contractor's material default which is not cured within the allotted time period as described above, the Procurement Director may also suspend or debar the Contractor in accordance with the Suspension and Debarment Section of the County Procurement Procedures Manual. The rights and remedies of the County provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under the Bid and/or the resulting Contract.

14. **Cancellation**: All annual bid obligations shall prevail for at least one hundred eighty (180) days after effective date of the bid, unless bid conditions are breached as specified herein. After that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The County reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the County. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Procurement Director may cancel the bid immediately.
15. **Price Adjustments**: Any price decrease executed during the Contract period, either by reason of market change or on the part of the contractor to other customers, shall be passed on to the County.
16. **Manufacturer's Names and Approved Equivalents**: Any manufacturer's names, trade names or brand names are for information only and are not intended to limit competition. The bidder may offer any brand for which they are an authorized representative that meets or exceeds the specification for any item(s). If bids/proposals are based on equivalent products, indication should be made on the bid/proposal form of the manufacturer's name and number. Bidders shall submit

with their bid/proposal, cuts, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specification(s) and not be considered an exception thereto. Bids/proposals lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Procurement Division shall be notified of any proposed changes in the following:

(i) materials used;
(ii) manufacturing process; and
(iii) construction.

Changes shall not be binding upon the County unless evidenced by a Change Notice issued and signed by the Procurement Director.

17. **Plans and Specifications**: The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.
18. **Performance and Payment Bond**: If a bond is required, it will be called out in the Special Conditions section of the bid. The vendor shall furnish a performance and payment bond, in an amount equal to the amount awarded, as security for the faithful performance and payment of all the vendor's obligations under the bid documents. The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the bid documents. All bonds shall be in the form prescribed by the bid document except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.
19. **Annual Appropriations**: The vendor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in

succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

20. **Price Increases:** The Procurement Director reserves the right to increase/decrease prices after the bid has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases/decreases will be determined by the Consumer Price Index (CPI-U) unless otherwise stated in the Special Conditions.
21. **Uncontrollable Forces (Force Majeure)**: When events occur that are not of the Contractor or County's doing, neither the Contractor nor the County will be deemed in default should the events meet the definition of "Uncontrollable Forces", also known as "Force Majeure". The term "Uncontrollable Forces" or "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations and which is beyond the reasonable control of the non-performing party. The events include, but are not limited to, fire, flood, earthquakes, storms, hurricanes, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

    Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied the event prior to its occurrence.

    The non-performing party shall, within five (5) calendar days after being prevented or delayed from performance by an uncontrollable force, deliver written notice to the other party particularly describing the circumstance that prevented its continued performance of the obligations of the work and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay.

22. In the event of default by the successful Bidder, the County reserves the right to utilize the next lowest Bidder as the new Awardee when the default occurs within the first term of the bid. Should this occur, the next lowest Bidder will be required to provide the bid items at the prices as noted on their bid submittal.
23. **Unauthorized Alien(s)**: The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at 1-888-464-4218.

24. In the event of default by the successful Bidder, the County reserves the right to utilize the next lowest Bidder as the new Awardee when the default occurs within the first term of the bid. Should this occur, the next lowest Bidder will be required to provide the bid items at the prices as noted on their bid submittal.
25. The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this bid will be assigned during the term of this bid. Further, the successful vendor is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other vendors or County staff.
26. **Attorney's Fees and Costs**: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

27. **Public Records Law.**

(a)The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b)Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(i) keep and maintain public records required by the County to perform the services required under this Agreement;

(ii) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) 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 term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(iv) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIASON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

28. **Scrutinized Companies and Business Operations Certification; Termination.**

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

29. **No Construction Against Drafter**: The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

Attention Bidders

The Successful Bidder must register in our new Vendor Database if you have not already done so prior to award of this bid. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

https://www.polk-county.net/procurement/vendor-registration

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future solicitations.

Special Conditions

1. Award will be made based on the three (3) lowest bids for items 1 through 20 combined. Bidders must bid on all 20 items for the bid to be considered responsive. All bid items should be bid at a fair and reasonable price; failure to do so may cause the bid to be non-responsive. The Procurement Director shall be the sole judge of what is fair and reasonable. The Procurement Director reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the County.

2. The period of performance for this bid is from the date of award through May 31, 2021 ("termination Date"). This bid will automatically renew, extending the Termination Date, for two (2) one (1) year periods, unless otherwise terminated in accordance with General Information Items #13 and #14. If the County provides notice to the Vendor at least 30 days prior to the Termination Date that it has not put in place a new bid for the goods, then this Bid shall remain in effect on a month-to-month basis until terminated by written notice from the County Procurement Division to the Vendor, but not longer than four (4) months following the termination date.

3. **Performance of Work:** Portions of the work required under this bid may be performed by subcontractors. Should the successful vendor plan to use subcontractors from the beginning to perform the required work, the vendor must provide a list of subcontractors to the Procurement Division for approval prior to bid award. Should the successful vendor require subcontractors to perform any work during the course of the work assigned under this bid, the vendor must also provide a list of subcontractors to the Procurement Division for approval. The vendor shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for those acts any of them may be liable to the same extent as if they were employed by the vendor. All submittals required of the prime vendor shall also be required from the subcontractor. Any work performed by the successful vendor or sub-contracted out must meet all regulated deadlines.

4. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General Information, Item #19.

5. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at https://www.polk-county.net/procurement/bids. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.

6. Successful bidder must register in our Vendor Database if you have not already done so. A purchase order cannot be issued to a vendor until they have registered.

7. Vendors must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor.

8. Any additions, deletions, or modification similar in cost or material after bid award will need to be signed off by both the user division and the successful vendor. Price for any additions, deletions, or modifications to the bid will be negotiated and agreed upon by both parties. All agreed upon additions, deletions, or modifications will also require the Procurement Director's (or designee) approval. If the addition, deletion or modification is accepted an amendment to the Bid award will be issued to the successful Bidder.

Qualifications, Supplemental Conditions, Technical Specifications, And Bid Sheet (See Attachment "A")

Signature Acknowledgement
(Submittal Page)

To Polk County, a Political Subdivision of the State of Florida

Date: 4/22/2020

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tender's final payment to the bidder.

Vendor Name: Granite Inliner, LLC.

Mailing Address: 2531 Jewett Lane

City: Sanford

State: Florida

Zip Code: 32771

(Area Code) Telephone Number: 407-472-0014

Toll Free Number:

Email Address: tommy.robertson@gcinc.com

Authorized Signature:

Name: Tommy Roberston

Title: Area Manager

This bid may be used by any other Government Agency. ☒ YES ☐ NO ☐ N/A

Bidders Incorporation Information
(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Granite Inliner, LLC.

DBA/Fictitious Name (if applicable): _____

TIN #: 01-0684682

Address: 2531 Jewett Lane

City: Sanford

State: Florida

Zip Code: 32771

County: Seminole

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Tommy Robertson

Phone Number: 407-472-0014

Cell Phone Number: 407-509-6633

Email Address: Tommy.Robertson@gcinc.com

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☒ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: Florida

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Drug-Free Workplace Form
(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that, (Name of the Business): Granite Inliner, LLC. does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Signature: _____

Date: 4/22/2020

Bid Number, Bid Title

Non-Collusion Affidavit of Prime Bidder
(Submittal Page)

State of Florida

County of Seminole

TOMMY ROBERTSON

being first duly sworn, deposes and says that:

1. He - ~~She~~ is Area Manager of Granite Inliner, LLC., the Bidder that has submitted the attached Bid;

2. He - She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed: _____

Title: Area Manager

Subscribed and sworn before me this 22nd day of April 2020

_____

_____

Title: _____

My Commission Expires: November 20, 2022

Stephanie Godwin
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG278164
Expires 11/20/2022

Insurance Requirements

The successful vendor shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W. Church St., Bartow, Florida 33830. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). Commercial General Liability Insurance $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance $1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

Each Certificate of Insurance must list the Certificate Holder as:

Polk County, a political subdivision of the State of Florida

330 W Church St, Room 150

Bartow, FL 33830

Certificates of Insurance for policies requiring additional insured status and/or the waiver of subrogation must include notations that these requirements apply. In addition, the Vendor shall supply to the County copies of the endorsements to verify these requirements.

The Vendor must provide, or cause to be provided, the County with 30 days' prior written notice regarding the cancellation, suspension, or non-renewal of or material change to any policy.

All Certificates of Insurance must be submitted on ACORD 25 forms.

The Vendor must submit updated Certificates of Insurance to the County upon the expiration of or material change to any policy.

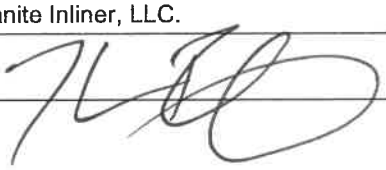
Insurance
(Submittal Page)

By signing below, the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in Bid Title: CIPP Installation Bid Number: 20-577.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (General policy)
- Polk County will be named as an additional insured for automobile liability and general liability
- The General Liability and Workers Compensation policy will contain waiver of subrogation in favor of Polk County

Company Name: Granite Inliner, LLC.

Bidder Signature: 

Safety Requirements/Regulations

1.0 All Bidders are required to submit, with their Bid Proposal, the Safety Requirements/Regulations form. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the County Safety Officer, Risk Management, at (863) 534-5267.

1.1 The Vendor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Vendor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock out/Tag Out of Hazardous Energy. All Vendors are required to comply with OSHA Standards regardless of the number of employees they may have.

1.2 A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Vendor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

First violation: correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.

Second violation: may result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Vendor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.

Third violation: this may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

1.3 Should the work site be in a hazardous area, the County shall furnish the Vendor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Vendor in the planning of a safe work site.

1.4 The Vendor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the County.

1.5 The Vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Vendor's superintendent unless otherwise designated in writing by the Vendor to the County. All communications to the superintendent shall be as binding as if given to the Vendor.

Safety Requirements/Regulations Form

Bidder must sign and have notarized:

The undersigned bidder hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this 22nd day of April, 2020

Name of Firm Granite Inliner, LLC.

By _____

Title of Person Signing: Area Manager

(SEAL)

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☑ physical presence of ☐ online notarization, this 22nd day of April, 2020, by Tommy Roberston (*name*) as Area Manager (*title of officer*) of Granite Inliner, LLC. (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Stephanie Godwin

Notary Commission Number and Expiration: 11/20.2022

(AFFIX NOTARY SEAL)

Stephanie Godwin
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG278164
Expires 11/20/2022

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Granite Inliner, LLC.

Signature: _____

Title: Area Manager

Date: 4/22/2020

State of: Florida

County of: Seminole

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 22nd day of April, 2020, by Tommy Robertson (*name*) as Area Manager (*title of officer*) of Granite Inliner, LLC. (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Stephanie Godwin

Notary Commission Number and Expiration: 11/20/2022

(AFFIX NOTARY SEAL)

Stephanie Godwin
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG278164
Expires 11/20/2022

ATTACHMENT "A"

QUALIFICATIONS

1. **Bidder Qualifications**: Bidders should submit a list of five (5) CIPP installation projects successfully completed within the last five (5) years. Three of the five listed projects shall include pipe diameters of 36" or larger. The list shall include the names of the projects, names of the owners, names of the Project Managers for the owners, phone numbers for the Project Managers, and the dollar amounts of the contracts. The list should be submitted with the bid, or must be submitted within three (3) business days upon request and prior to the recommendation of award.

2. **Equipment Requirements**: Bidders are required to own a minimum list of equipment deemed critical to performing the work required under this bid. The list should be submitted with the bid, or must be submitted within three (3) business days upon request and prior to the recommendation of award. The information required of each piece of equipment is make, model year, short description of equipment, and VIN number. The equipment required under this bid is as follows:

a. Boiler Truck (hot water or steam)
b. CCTV truck for televising lines
c. Jet / Vac Truck for cleaning lines
d. Refrigeration truck for delivering CIPP bags to job site.

Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

Attachment "A"
QUALIFICATIONS

Bidder Qualifications-

1. **Orlando Storm IFB15-0017** $4,000,000.00 **Contact:** Silvia Coste, Purchasing Agent, 407-246-2216
   Five Year Annual contract consisting of Cleaning, CCTV and CIPP rehabilitating of 15-inch thru 84-inch Storm pipes.

2. **Polk County 17-326** Multiple releases $850,000.00 **Contact:** Doug Gable, PE, 863-535-2285
   Three Year Annual contract consisting of Cleaning, CCTV and CIPP rehabilitation of 15-inch thru 72-inch storm pipes.

3. **Orange County Y17-1036-RM**, $9,600,000.00 **Contact:** Michael Baker, PM, 407-836-7853
   Three Year Annual contract consisting of Cleaning, CCTV and CIPP Rehabilitation of 15-inch thru 72-inch storm pipes.

4. **Seminole County** $800,000.00 **Contact:** Owen Reagan, PE, Principle Engineer, 407-665-5946
   Annual releases consisting of Cleaning, CCTV and CIPP Rehabilitation of Storm sewers 15-inch thru 72-inch storm pipes.

5. **Volusia County 17-B-56KT** $850,000.00, **Contact:** Billy Bishop, PW Supervisor, 386-804-7860
   Five Year Annual contract consisting of Cleaning, CCTV and CIPP Rehabilitation of 12-inch thru 60-inch storm pipes.

Equipment Requirements-

Sanford Location Equipment

Unit #	Year, Make, Model	Description	Serial/ VIN Number
1193	94 MAC REEFER TK-OFF ROAD	SPECIALTY EQUIPMENT	VG6BA08B8RB600502
1234	99 PET 330 REEFER TK	REFRIGERATED TRUCK, 3 AXLE	1NPNHD7X3XS493155
1334	01 STL M7500 ACTERRA JET TK	JETTER TRUCK	2FZAAKAK61AG54140
1714	93 UTL REEFER TR	REFRIGERATED TRAILER	1UYVS2480PU867821
1774	07 COR TR	MISC TRAILER	4MJUG18297E045748
1976	09 UTL TRIAXLE REEFER TR	REFRIGERATED TRAILER	1UYVS34819M719301
1986	09 INT 4300 TV TK	SEWER VIDEO INSPECTION TRUCK	1HTMMAAM09H108729
1993	05 KEN T800 6X4 REEFER TK	REFRIGERATED TRUCK, 3 AXLE	1XKDDB9X75J078914
1994	05 KEN T800 6X4 REEFER TK	REFRIGERATED TRUCK, 3 AXLE	1XKDDB9X25J078917
4009	07 STL 360 STEAM BOX	STEAM TRUCK	2FZACGCS87AY31247
4017	02 STL L9500 6X4 HEATER	BOILER TRUCK	2FZHAZAS92AJ80951
4029	04 STL L9500 6X4 HEATER	BOILER TRUCK	2FZHAZCV04AN09353
4069	05 STL L9500 VACCON VAC/JET	COMBINATION SEWER CLEANER	2FZHAZDE05AN51859
4085	99 FRL FL112 6X4 REEFER	REFRIGERATED TRUCK, 3 AXLE	1FVXTECBXXHA76912
4091	06 STL L9500 6X4 REEFER	REFRIGERATED TRUCK, 3 AXLE	2FZHAZDE06AW18963
4093	95 UTL REEFER TR	REFRIGERATED TRAILER	1UYVS248OSM236155
4095	97 DOR REEFER TR	REFRIGERATED TRAILER	1DTV61Z22VA260570
4102	99 STL 9513 ROAD TRACTOR	TRACTOR, 3 AXLES OR MORE	2FWYKWEB7XAA45304
4116	06 STL ACTERRA 4X2 BOX	FLATBED/DRY TRK, 2.5 TN & LGR	2FZACFCS46AW19003
4144	01 FOR F650 TV/CUT RE: 2012	SEWER CUTTER TRUCK	3FDNF65A41MA17628
4154	06 STL L9500 VACCON VAC/JET TK	COMBINATION SEWER CLEANER	2FZHAZDE86AW36031
4307	94 HOR REEL TR	MISC TRAILER	HRT442989408070HB
4328	04 STL L7500 35 TN BOOM TK	BOOM TRUCK	2FZHATDC04AM65218
25784	10 ING/RAND 375WJDU A/C/4009	STEAM TRUCK (4009)	4414702UFUD54
26042	03 JLG 20' ELEC SCISSOR LIFT	MANLIFT	200116780
27717	12 KEN T370 REEFER TK	REFRIGERATED TRUCK, 3 AXLE	3BKHLN9X1CF303873
28913	06 INT 9400I 6X4 REEFER TK	REFRIGERATED TRUCK, 3 AXLE	2HSCNSCR66C298597
29042	06 INT 9400I ROAD TRACTOR	TRACTOR, 3 AXLES OR MORE	2HSCEAPR66C289340
29309	NN UNK STATIC RESIN MIXER 1	SPECIALTY EQUIPMENT	
29472	06 INT 9400I 6X4 REEFER TK	REFRIGERATED TRUCK, 3 AXLE	2HSCNSCR26C298595
29473	NN CAR 744 REEFER 26FT/29472	REFRIGERATED TRUCK, 3 AXLE	JFV90750294
30819	NN UPGRADED POWER NIP ROLLER	SPECIALTY EQUIPMENT	
30863	NN UNK ARI TV CUTT SYSTEM/4144	SEWER CUTTER TRUCK	
31103	13 CAR X2100A TRANS REEFE/4095	REFRIGERATED TRUCK, 3 AXLE	PAF91326188
32075	14 FOR F350XLT 4X4 SB	4WD 1 TON PICKUP	1FT7W3BT3EEB26952
32732	13 CAR SUPRA 760/5350	SPECIALTY EQUIPMENT	
32881	98 UTL VS2RA REEFER TR	REFRIGERATED TRAILER	1UYVS2483WM502807
33149	14 CAR X2500APX REEFER/32881	REFRIGERATED TRUCK, 3 AXLE	
33271	97 FOR F700 PROPANE TRUCK	MISCELLANEOUS TRUCKS	1FDXF7080VVA19603
34051	07 FRL M2 RAVEN TRUCK	MISCELLANEOUS TRUCKS	1FVACWDC67HY11255
34959	14 FRL 114SD VAC JET COMBO	COMBINATION SEWER CLEANER	1FVHG3CY5EHFS0485
34983	09 INT PROSTAR REEFER TRUCK	REFRIGERATED TRUCK, 3 AXLE	3HSCUAPRX9N126390
35128	16 FOR TRUCK-F350 CREW 4X4 XLT	4WD 1 TON PICKUP	1FT7W3BT0GEB25549
35144	NN EXTENDAJET EASEMENT MACHINE	JETTER TRUCK	61888851

35413	16 FOR F550 CREW 4X4 FLATBED	MISCELLANEOUS TRUCKS	1FD0W5HTXGED27878
35561	13 VOL VNL64T300 REEFER	REFRIGERATED TRUCK, 3 AXLE	4V4NC9EG4DN568904
35562	13 VOL VNL64T300 REEFER	REFRIGERATED TRUCK, 3 AXLE	4V4NC9EG7DN568900
35571	11 INT PROSTAR REEFER	REFRIGERATED TRUCK, 3 AXLE	3HSCUAPR9BN186540
35599	17 KEN T880 GEN II HEAT TK	BOILER TRUCK	1NKZLP0X7HJ162779
35741	16 SUPRA 760 REEFER/28913	REFRIGERATED TRUCK, 3 AXLE	SFA91478562
35805	16 PRB 36" INVERTER TR	INVERSION UNITS	MVIN364125IND
35884	17 FRL 114 SD VAC TRUCK	COMBINATION SEWER CLEANER	1FVHG3CY8HHJB5699
36051	18 KEN T880 RUSH GEN II HEATER	BOILER TRUCK	1NKZLK0X9JJ187773
36261	07 FRL REEFER BOX TK	REFRIGERATED TRUCK, 3 AXLE	1FVACWDC27HW95410
36400	17 CAR 760 SUPRA REEFER/29472	REFRIGERATED TRUCK, 3 AXLE	SFL91510918
36412	17 FOR F650 TV/CUT TK	SEWER CUTTER TRUCK	1FDWF6DE7HDB07838
36454	17 CAR SUPRA 760 REEF /1993	REFRIGERATED TRUCK, 3 AXLE	SFM91511404
36606	17 ARI TV BOX SYSTEM/36412	SEWER CUTTER TRUCK	
36749	18 FOR TRUCK F350 XLT 4X4	4WD 1 TON PICKUP	1FD7W3FT7JEB72946
36969	18 FOR TRUCK F350 CREW XL 4X4	4WD 1 TON PICKUP	1FT7W3BT0JEB64097
37050	15 PET ROAD TRACTOR-579	TRACTOR, 3 AXLES OR MORE	1XPBDP9X6FD265365
37056	15 PET ROAD TRACTOR-579	TRACTOR, 3 AXLES OR MORE	1XPBDP9X8FD265366
37599	19 FOR TRUCK F550 TV/CUT/GROUT	SEWER GROUTING SYSTEM TRUCK	1FDUF5GT2KEC16530
37635	18 SUL AIR COMP 375 CFM	299 CFM AND SMALLER TOWABLE	201809270011
37666	19 SRC TRAILER-7X 14 HC CARGO	MISC TRAILER	5JW1C1429K2242932
37897	19 ZIA VERICURE TEMP CONTROL	SPECIALTY EQUIPMENT	DE47503283
51270	99 CAS 580SL EXTENDAHOE	SMALL BACKHOE	JJG0269980
51661	04 HER 10' HERC ALUM REEFER BO	SPECIALTY EQUIPMENT	16405732L
52043	07 RUS STEAM UNIT/4009	STEAM TRUCK	404299
52064	07 UNKSHOOTER 4009	INVERSION UNITS	INV 25086
52082	07 UNK BLENDING EQUIPMENT 4 PA	SPECIALTY EQUIPMENT	INVOICE #15
52330	08 UNK SAFETYKLEEN MINIMIZER	SPECIALTY EQUIPMENT	INVOICE P001793310
52339	08 CAT MIXER TANK	SPECIALTY EQUIPMENT	INVOICE #37
52366	08 UNK FLORIDA CONVEYOR	SPECIALTY EQUIPMENT	
52391	00 CLA FORKLIFT	FORKLIFT, 2-5 TON	CGP460L0160GEF9612
52452	NN UNK ARROW BOARD SOLAR	NONCAPITALIZED/SMALL TOOL	5F11S101691000510
52486	NN GLL 544D-10 FORKLIFT	FORKLIFT, 2-5 TON	0355902
52495	TR INVERSION PLATFORM	INVERSION UNITS	CER 10-340
2040R	06 INT 9200 6X4 REEFER TK	REFRIGERATED TRUCK, 3 AXLE	2HSCEAPR16C289682

Supplemental Conditions

1. The Vendor shall provide all services to properly complete the work described in the Bid Documents, including but not limited to all labor, materials, supervision, equipment, tools, transportation and supplies. The Vendor is required to have a qualified superintendent on the job site at all times. If multiple jobs are under construction concurrently, each job is required to have a qualified superintendent on site. If the County Project Manager determines that a job site is not being adequately supervised, a deficiency letter will be issued to the Vendor which may affect the Vendor's performance rating and ability to bid on future County work.
2. Except as amended in the Bid Documents, all work shall conform to the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction; the FDOT Roadway and Traffic Design Standards; and the Manual of Uniform Traffic Control Devices, current editions.
3. **Work Hours:** the regular working hours for Polk County are Monday – Friday, 7:00 AM to 5:30 PM. Permission to work outside of the regular work hours must be requested a minimum of 2 working days in advance from the County Roads & Drainage Division. Permission to work on County holidays must be requested a minimum of 2 working days in advance from the County Roads & Drainage Division.
4. **Project Quotes and Work Orders:**
    a. This annual bid is for rehabilitation of storm water pipelines by CIPP lining for multiple project work orders at various locations throughout Polk County according to the requirements of the Bid Documents. The project work order locations may be anywhere within Polk County.
    b. The County Project Manager will perform a preliminary estimate for each project using the unit prices from the three low bids and provide the preliminary estimate to the three Vendors. The preliminary estimate will identify any out-of-scope work that is required on the project. The three Vendors will finalize the estimate with site specific costs that do not have established unit prices. These site specific costs are: (1) Maintenance of Traffic, (2) Mobilization, and (3) Dewatering and Pipe Cleaning. The Vendors will also include pricing for any listed out-of-scope work in their final estimates. The Vendors final estimates will be provided to the County within the timeframe identified by the County Project Manager. When the low final estimate is determined, a work order will be issued and notice to proceed given to the Vendor. The Vendor will supply a proposed start construction date and construction schedule within seven calendar days of receipt of notice to proceed. Payment for each project will be based on actual quantities used and unit prices from the bid, as approved by the County.
    c. The approved quote amount on any individual work order shall be the maximum compensation payable to the Vendor for that work order. The work

order price may only be changed for altered quantities authorized by the County Project Manager. If the Vendor desires to make a claim for a change in quantity or schedule of an authorized work order, any such claim shall be submitted to the County Project Manager in writing within three (3) working days of the occurrence of the event giving rise to the claim.

5. **Project Schedules:**

   a. Installation of CIPP shall be initiated, executed, and completed no later than 60 calendar days after Notice to Proceed is issued by the County.

   b. For certain projects the County Project Manager will require that the three Vendors submit with their bids the following information: (a) start construction date; (b) estimate of construction duration. If it is determined to be in the best interests of the County, a project may be awarded based on the construction schedule information supplied by the Vendor.

6. **Out of Scope Work:** when preparing a preliminary estimate, if it is known or reasonably anticipated that there are necessary items of construction that are not included on the price sheets of the bid or, during the course of executing a work order, the County Project Manager determines that there are necessary items of construction that are not included on the price sheets of the bid, then the County Project Manager will request a cost proposal from the Vendor(s) for the "out of scope" work. The County shall not be obligated for payment over the amount identified in the proposal. The "out of scope" services shall not be greater than fifteen-percent (15%) of the "in-scope" services.

7. **PUBLIC CONSTRUCTION BOND**

   a. For work orders that are $50,000.00 or less, a public construction bond will not be required. For work orders that are over $50,000.00 and less than $200,000.00, a determination will be made by the County Project Manager as to whether or not a public construction bond will be required. Work orders $200,000.00 and over will automatically require a public construction bond
   b. The public construction bond cost should be included in the work order proposal and will be reimbursed at cost on the first application for payment; a copy of the bond premium invoice should be attached to the first application for payment.
   c. The Vendor shall receive a purchase order from the Procurement Division; then the Vendor shall immediately furnish the Procurement Division with an original public construction bond for the exact amount of the purchase order.
   d. The Public Construction Bond shall be executed by a surety authorized to do business in the State of Florida and as named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better. A certified copy of the authority must accompany all bonds signed by an agent

to act, which indicates that they are licensed to do business in the State of Florida.

8. **Testing and Inspections:**

   a. The Vendor is responsible for all required testing on the project except when the Bid Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction specifically require any Work to be inspected or tested by someone other than the Vendor. For these inspections and testing, the Vendor shall give the County 48-hours' notice to prepare for the required inspections or testing.

   b. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the Vendor will furnish the County Project Manager with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material (ASTM) or such other applicable organizations as may be required by law or the Bid Documents.

   c. Material or Work in place that fail to pass acceptability tests shall be removed and reconstructed according to the bid requirements at the Vendor's expense.

   d. No work shall be performed, nor materials used, without supervision and/or inspections by a representative of the County. The County representative shall have the authority to test and reject any materials and suspend the subject work at any time.

9. **Definitions:** the definitions as stated in Section 1-3 of the FDOT Specifications are modified as follows:

   a. The Department or FDOT: reference is to the County as the owner of the project.

   b. Inspector: The person designated as an agent or representative of the County to perform construction inspection.

   c. The Engineer: This term has the same meaning as "Polk County Project Manager".

   d. State Road: any public roadway

   e. The Department's Acceptance Tests: tests adopted by the County.

   f. The District and/or Central Labs: The Vendor's testing subcontractor, as authorized by the County.

10. **Emergencies:** In the event of an emergency, the Vendor shall immediately notify the Polk County Project Manager.

11. **Suspension or Stopping Work by the** Vendor: The Vendor shall not stop work on any project work order without the written approval of the Polk County Project Manager.

12. **Contamination:** Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the Vendor to stop the leak. The Vendor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the County.

13. **Work Area Clean Up Requirements**

    a. During the progress of the Work, the Vendor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the Work.

    b. Following completion of the Work, Vendor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Vendor shall leave the site clean and ready for occupancy by the County at final completion of the Work.

14. **Work Stoppage:** From time to time, it may be necessary for the Vendor to stop a portion of the work or all work to accommodate a civic function. If the Vendor will be required to stop work, the Construction Project Manager shall notify the Vendor a minimum of five (5) Working Days before any requested work stoppage. Following the resumption of work, the Vendor and the Construction Project Manager shall agree to and document the number of additional Days to be added to the project completion time to accommodate the requested work stoppage.

15. **Warranty:** The vendor shall warrant against all defects in material and workmanship for a period of two years after acceptance of the Work by the County.

16. **Invoice Payments:**

    a. By signing and submitting an invoice the Vendor certifies that all work and/or materials have been completed in accordance with the Bid Documents.

    b. Invoices shall be based on actual quantities used and shall be submitted within seven (7) working days after job completion.

TECHNICAL SPECIFICATIONS

1. General

1.1. These specifications include the minimum requirements for the rehabilitation of storm sewer pipelines by the installation of Cured-In-Place Pipe (CIPP) within the existing deteriorated pipe at various, multiple locations throughout Polk County.

1.2. The rehabilitation of pipelines shall be done by the installation of a resin-impregnated flexible tube which, when cured, shall be continuous and tight-fitting throughout the entire length of the original pipe. The CIPP shall extend the full length of the original pipe and provide a structurally sound, joint-less and water-tight new pipe within a pipe. The Vendor is responsible for proper, accurate and complete installation of the CIPP using the system selected by the Vendor.

1.3. The Vendor shall clean up, restore existing surface conditions, and repair any of the CIPP system determined to be defective. The Vendor shall conduct installation operations and schedule clean up in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, businesses, and property owners or tenants.

1.4. The prices submitted by the Vendor shall include all costs of permits, labor, equipment and materials for the various bid items necessary for furnishing and installing, complete in place, of CIPP in accordance with these specifications.

1.5. Description of Work and Product Delivery

1.5.1. These specifications cover all work necessary to furnish and install the CIPP. The Vendor shall provide all materials, labor, equipment, and services necessary for traffic control, bypass pumping and/or diversion of storm water flows, cleaning and television inspection of pipes to be lined, liner installation, all quality control, provide samples for performance of required material tests, final television inspection, testing of lined pipe system, and warranty work, all as specified herein.

1.5.2. The CIPP shall be continuous and joint-less from manhole to manhole or access point to access point and shall be free of all defects that will affect the long term life and operation of the pipe.

1.5.3. The CIPP shall fit sufficiently tight within the existing pipe so as to not leak at the manholes or though the wall of the installed pipe. If leakage occurs at the manholes the Vendor shall seal these areas to stop all leakage using a material compatible with the CIPP. If leakage occurs through the wall of the pipe the liner shall be repaired or removed as recommended by the CIPP manufacturer. Final approval of the liner installation will be based on a leak tight pipe.

1.5.4. The CIPP shall be designed for a life of 50 years or greater.

1.5.5. The CIPP may be designed to resist external groundwater pressures only or as a fully structural stand-alone pipe-within-a-pipe. The installed CIPP shall withstand all applicable surcharge loads (soil overburden, live loads, etc.) and external hydrostatic (groundwater) pressure, if present, for each specific installation location.

1.5.6. All materials furnished as part of this contract shall be marked with detailed product information, stored in a manner specified by the manufacturer, and tested to the requirement of this contract.

1.5.7. Testing and warranty inspections shall be executed by the Owner. Any defects found shall be repaired or replaced by the Vendor.

1.5.8. The Vendor shall furnish all samples for product testing at the request of the Owner. The Owner shall take possession of the samples for testing and shall maintain the chain of custody, deliver the samples to an approved laboratory and pay for all material and product testing performed under this contract.

1.6. References

1.6.1. The following documents form a part of the specification to the extent stated herein and shall be the latest editions hereof. Where differences exist between codes and standards, the requirements of these specifications shall apply. All references to codes and standards shall be to the latest revised version.

ASTM – F1216	ASTM – F2019-03
ASTM – F1743	ASTM – D2122-98(2004)
ASTM – D543	ASTM – F2561 – 06
ASTM – D638	ASTM – D2990
ASTM – D790	ASTM – D3567-97(2002)
ASTM – D792	ASTM – D3681
ASTM – D5813	

1.7. CIPP Repair/Replacement

1.7.1. Occasionally installations will result in the need to repair or replace a defective CIPP. If requested by the County Project Manager, the Vendor shall outline specific repair or replacement procedures for identified defects that have occurred in the installed CIPP. The repair/replacement procedures shall be as recommended by the CIPP system manufacturer.

1.7.2. Defects in the installed CIPP that will not affect the operation and long term life of the product shall be identified and defined.

1.7.3. Repairable defects that may occur in the installed CIPP shall be specifically defined by the Vendor based on manufacturer's

recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of these contract specifications.

1.7.4. Unrepairable defects that may occur to the CIPP shall be clearly defined by the Vendor based on the manufacturer's recommendations, including a recommended procedure for the removal and replacement of the CIPP.

2. Products

2.1. Materials

2.2. Materials shall be shipped, stored, and handled in a manner consistent with written recommendations of the CIPP system manufacturer to avoid damage. Damage includes, but is not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultra-violet (UV) degradation. On site storage locations shall be approved by the Owner. All damaged materials shall be promptly removed and from the project site at the Vendor's expense and disposed of in accordance with all current applicable agency regulations.

2.3. Fabric Tube

2.3.1. The fabric tube consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass or fiberglass and meet the requirements of ASTM F 1216, ASTM F 1743, ASTM D 5813 & ASTM F2019. The fabric tube shall be capable of absorbing and carrying resins, constructed to withstand installation pressures and curing temperatures and have sufficient strength to bridge missing pipe segments, and stretch to fit irregular pipe sections.

2.3.2. The wet-out fabric tube shall have a uniform thickness and excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.

2.3.3. The fabric tube shall be manufactured to a size and length that when installed will tightly fit the internal circumference, meeting applicable ASTM standards or better, of the original pipe. Allowance shall be made for circumferential stretching during installation. The tube shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe sections and negotiate bends. The Vendor shall determine the minimum tube length necessary to effectively span the designated run between manholes. The Vendor shall verify the lengths in the field prior to ordering and prior to impregnation of the tube with resin, to ensure that the tube will have sufficient length to extend the entire length of the run. The Vendor shall also measure the inside diameter of the existing pipelines in the field prior to ordering liner so that the liner can be installed in a tight-fitted condition.

2.3.4. The outside and/or inside layer of the fabric tube (before inversion/pull-in, as applicable) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate, if applicable, vacuum impregnation and monitoring of the resin saturation during the resin impregnation (wet-out) procedure.

2.3.5. No material shall be included in the fabric tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the tube fabric and the activated resin containing a colorant.

2.3.6. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully saturated felt fabric and dry or resin lean areas.

2.3.7. Seams in the fabric tube, if applicable, shall meet the requirements of ASTM D5813.

2.3.8. The minimum length of the fabric tube shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the terminating manhole or access point, plus that amount required to run-in and run-out for the installation process.

2.4. Resins

2.4.1. The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system or epoxy and hardener system that, when properly cured within the tube composite, meets the requirements of ASTM F1216, ASTM F1743 or F2019. The resin shall produce CIPP which will comply with or exceed the structural requirements of this specification.

2.4.2. The resin to tube ratio, by volume, shall be furnished as recommended by the manufacturer.

2.5. Structural Requirements

2.5.1. The physical properties and characteristics of the finished liner will vary considerably, depending on the types and mixing proportions of the materials used, and the degree of cure executed. It shall be the responsibility of the Vendor to control these variables and to provide a CIPP system which meets or exceeds the minimum properties specified herein.

2.5.2. The CIPP shall be designed as per ASTM F1216 Appendixes. The CIPP design shall assume no bonding to the original pipe wall.

2.5.3. The design engineer shall set the long term (50 year extrapolated) Creep retention Factor at 50% of the initial design flexural modulus as determined by ASTM D-790 test method. This value shall be used

unless the Vendor submits long term test data (ASTM D2990) to substantiate a higher retention factor.

2.5.4. The CIPP material shall, at a minimum, meet or exceed the structural properties that are listed below.

2.6. Minimum Physical Properties

Property	Test Method	Cured Composite per ASTM F1216	Cured Composite per Design
Flexural Modulus of Elasticity	ASTM D-790	250,000 psi	Vendor value
Flexural Strength	ASTM D-790	4,500 psi	Vendor value

2.6.1. The required structural CIPP wall thickness shall be based, as a minimum, on the physical properties of the cured composite and per the design of the Professional Engineer and in accordance with the Design Equations contained in the appendix of the ASTM standards, and the following parameters:

Design Safety Factor	2.0 (1.5 for pipes 36" or larger)
Creep Retention Factor	50%
Ovality	2% or as measured by field inspection
Constrained Soil Modulus	Per AASHTO LRFD Section 12 and AWWA Manual M45
Groundwater Depth	as determined by field investigation
Soil Depth (above the crown)	as determined by field investigation
Live Load	Highway, railroad, or airport as applicable
Soil Load (assumed)	120 lb/cu ft
Minimum Service Life	50 years

2.6.2. The Vendor shall submit, prior to installation of lining materials, certification of compliance with these specifications. Certified material test results shall be included that confirm that all materials conform to these specifications. Materials not complying with these requirements will be rejected.

2.6.3. The design soil modulus may be adjusted based on data determined from detailed project soil testing results.

3. Installation

3.1. Construction Requirements

3.1.1. The Vendor shall clean the interior of the existing host pipe prior to installation of the CIPP liner. All debris and obstructions that will affect the installation and the final CIPP product shall be removed and disposed of.

3.1.2. The CIPP liner shall be constructed of materials and methods that, when installed, shall provide a joint-less and continuous structurally sound CIPP able to withstand all imposed static and dynamic loads on a long term basis.

3.1.3. Cleaning of Pipelines – The Vendor shall remove all internal debris from the pipeline that will interfere with the installation and the final product delivery of the CIPP as required in these specifications. Solid debris and deposits shall be removed from the system and disposed of properly by the Vendor. Moving material from manhole section to manhole section shall not be allowed.

3.1.4. Bypass pumping of existing base flows and stormwater flows: The Vendor shall provide for the flow of existing base flows and stormwater flows around the section or sections of pipe designated for CIPP installation.

3.2. Installation of Liner

3.2.1. The CIPP liner shall be installed and cured in the host pipe per the manufacturer's specifications.

3.2.2. CIPP installation shall be in accordance with the applicable ASTM standards.

3.2.3. The wet-out tube shall be positioned in the pipeline using the method specified by the manufacturer. Care should be exercised not to damage the tube as a result of installation. The tube should be pulled in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

3.2.4. Prior to installation and as recommended by the manufacturer remote temperature gauges or sensors shall be placed inside the host pipe to monitor the temperatures during the cure cycle. Liner and/or host pipe interface temperature shall be monitored and logged during the cure of the liner.

3.2.5. To monitor the temperature of the liner wall and to verify correct curing, temperature sensors can be placed between the host pipe and the liner in the bottom of the host pipe (invert) throughout its length to monitor the temperature on the outside of the liner during the curing process. The temperature sensors can be placed at intervals as recommended by the sensor manufacturer.

3.2.6. Curing shall be accomplished by utilizing the appropriate medium in accordance with the manufacturer's recommended cure schedule. The curing source or in and output temperatures shall be monitored

and logged during the cure cycles if applicable. The manufacturer's recommended cure method and schedule shall be used for each line segment installed.

3.2.7. For heat cured liners, if any temperature sensor or multiple sensors do not reach the temperature as specified by the manufacturer to achieve proper curing or cooling, the installer can make necessary adjustments to comply with the manufacturer's recommendations. The system computer should have an output report that specifically identifies each installed sensor station in the length of pipe, indicates the maximum temperature achieved and sustained temperature time. Each sensor should record both the maximum temperature and the minimum cool down temperature and comply with the manufacturer's recommendations.

For UV Cured liners, all light train sensor readings, recorded by the tamper proof computer, shall provide output documenting the cure along the entire length of the installed liner. The cure procedure shall be in accordance with the manufacturer's recommendation.

3.3. Cool Down

3.3.1. The Vendor shall cool the CIPP in accordance with the CIPP manufacturer's recommendations.

3.3.2. Temperatures and cooling data shall be monitored and recorded by the Vendor throughout the installation process to ensure that each phase of the process is achieved in accordance with the CIPP system manufacturer's recommendations.

3.4. Finish

3.4.1. The installed CIPP shall be continuous over the entire length of the pipe section and shall be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles and delamination. The CIPP shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to the inside of the lined pipe.

3.4.2. Any defect which will or could affect the structural integrity or strength of the linings shall be repaired at the Vendor's expense.

3.4.3. The beginning and end of the CIPP shall be sealed to the existing host pipe. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.

3.4.4. If the wall of the CIPP leaks, it shall be repaired or removed and replaced with a watertight pipe as recommended by the manufacturer of the CIPP system.

3.5. Manhole Connections

3.5.1. A seal, consisting of a resin mixture or hydrophilic seal compatible with the installed CIPP shall be applied at manhole/wall interface in accordance with the CIPP system manufacturer's recommendations.

3.6. Final Acceptance

3.6.1. The Vendor shall perform a detailed closed circuit television inspection in accordance with ASTM standards after installation of the CIPP liner. A radial view (pan and tilt) TV camera shall be used. The finished liner shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, deflection, holes, leaks and other defects. Unedited digital documentation of the inspection shall be provided to the Owner. The data shall note the inspection date and shall note any minor defects in the liner such as gouges, cracks, bulges or bumps. Immediately prior to conducting the closed circuit television inspection, the Vendor shall thoroughly clean the newly installed liner removing all debris and build-up that may have accumulated.

3.6.2. Bypass pumping or plugging from the upstream manhole shall be utilized to minimize storm water from entering the line during the inspection. In the case of bellies in the line, the pipe shall be cleared of any standing water to provide continuous visibility during the inspection.

3.7. Method of Measurement

3.7.1. Furnish and Install CIPP Lining: the quantity of CIPP liner to be paid for will be the length, per foot, of CIPP liner installed and accepted, measured along the centerline of the pipe, from end to end.

3.8. Basis of Payment

3.8.1. Furnish and Install CIPP Lining: price and payment for CIPP liner will be full compensation for furnishing and installing the CIPP liner in accordance with the requirements of these Technical Specifications. Includes pre and post video inspections and submittal of DVD's and written report. Includes sealing of ends of CIPP liner to manhole/inlet wall, endwall, mitered end section, etc.

3.8.2. Mobilization: In addition to the description provided in Section 101 of the FDOT Specifications, includes cost of utility connection fee and water usage fee, locating and securing a laydown area, restoration of laydown area, restoration of County right-of-way / easement area, Professional Engineering services to provide CIPP wall thickness calculations.

3.8.3. Maintenance of Traffic: as described in Section 102 of the FDOT Specifications.

3.8.4. Dewatering and Pipe Cleaning: price and payment for Dewatering and Pipe Cleaning will be full compensation for dewatering and cleaning of

host pipe prior to installation of CIPP liner. Includes cost of disposal of silt and debris removed from the host pipe, maintaining storm water flow around section of pipe being lined including plugs and pumps.

BID SHEET

Bid Item #	FDOT Item #	Units	Quantity	Description	Unit Price in Figures	Total Amount
1		LF	200	Furnish & Install 15" CIPP Lining (7.5 mm)	$44.00	$8,800.00
2		LF	200	15" CIPP Thickness Variance 1.5 mm	$ .25	$ 50.00
3		LF	300	Furnish & Install 18" CIPP Lining (9 mm)	$53.00	$15,900.00
4		LF	300	18" CIPP Thickness Variance 1.5 mm	$ .50	$150.00
5		LF	200	Furnish & Install 24" CIPP Lining (10.5 mm)	$77.00	$15,400.00
6		LF	200	24" CIPP Thickness Variance 1.5 mm	$ .75	$150.00
7		LF	150	Furnish & Install 30" CIPP Lining (12 mm)	$98.00	$14,700.00
8		LF	150	30" CIPP Thickness Variance 1.5 mm	$ 1.00	$150.00
9		LF	150	Furnish & Install 36" CIPP Lining (15 mm)	$134.00	$20,100.00
10		LF	150	36" CIPP Thickness Variance 1.5 mm	$ 1.50	$225.00
11		LF	100	Furnish & Install 42" CIPP Lining (16.5 mm)	$163.00	$16,300.00
12		LF	100	42" CIPP Thickness Variance 1.5 mm	$ 2.00	$200.00
13		LF	100	Furnish & Install 48" CIPP Lining (19.5 mm)	$206.00	$20,600.00
14		LF	100	48" CIPP Thickness Variance 1.5 mm	$ 3.00	$300.00
15		LF	75	Furnish & Install 54" CIPP Lining (27 mm)	$ 260.00	$19,500.00
16		LF	75	54" CIPP Thickness Variance 1.5 mm	$ 5.00	$375.00
17		LF	50	Furnish & Install 60" CIPP Lining (28.5 mm)	$310.00	$15,500.00
18		LF	50	60" CIPP Thickness Variance 1.5 mm	$ 8.00	$400.00
19		LF	50	Furnish & Install 72" CIPP Lining (33 mm)	$525.00	$26,250.00
20		LF	50	72" CIPP Thickness Variance 1.5 mm	$10.00	$500.00
	TOTAL (BASIS OF AWARD)				$	$175,550.00

Vendor Name Granite Inliner, LLC.

April 22, 2020

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3
BID # 20-577, CIPP Installation

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: questions and answers received.

Ken Brush
Ken Brush
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature
Printed Name: TOMMY ROBERTSON
Title: AREA MANAGER
Company: GRANITE INLINER.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0C36861 1-415-403-1491 Alliant Insurance Services, Inc. 100 Pine Street, 11th Floor San Francisco, CA 94111	CONTACT NAME: Kimberly Leikam PHONE (A/C, No, Ext): 415-403-1491 FAX (A/C, No): 415-874-4818 E-MAIL ADDRESS: kleikam@alliant.com
INSURED Granite Inliner, LLC 585 West Beach Street Watsonville, CA 95076	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : VALLEY FORGE INS CO — 20508 INSURER B : TRANSPORTATION INS CO — 20494 INSURER C : STEADFAST INS CO — 26387 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 60064651 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	GL2074978689	10/01/18	10/01/21	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
	X XCU						MED EXP (Any one person)	$ Nil
	X Contractual Liability						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	BUA2074978692	10/01/18	10/01/21	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WC274978644 (AOS/StopGap)	10/01/19	10/01/20	X PER STATUTE OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N]	N/A	X	WC274978661 (MT,WI,HI)	10/01/19	10/01/20	E.L. EACH ACCIDENT	$ 2,000,000
B	(Mandatory in NH)		X	WC274978658 (NY)	10/01/19	10/01/20	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC274978630 (CA)	10/01/19	10/01/20	E.L. DISEASE - POLICY LIMIT	$ 2,000,000
C	Pollution Liability			EOC508792215	10/01/19	10/01/20	Ea Claim/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All Work Performed for City of Cocoa as required by written contract
City of Cocoa is included as additional insured as respects General Liability on a primary and non-contributory basis, and Automobile Liability, per the attached endorsements. General Liability, Automobile Liability and Workers' Compensation waiver of subrogation applies in favor of the above referenced additional insureds, per the attached endorsements.
Thirty (30) day NOC or material change in coverage provided as required by contract.
GL Per ISO Form CG0001 10/01; AL Per ISO Form CA0001 10/13

CERTIFICATE HOLDER

City of Cocoa

Purchasing Division
65 Stone Street

Cocoa, FL 32922

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
08/26/2020

NAME OF INSURED: Granite Inliner, LLC

SUPP (10/00)

BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS – WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

A. **Section II - Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and

2. The particular person or organization, if any, scheduled above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or

b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:

(1) The "written contract" requires you to provide the additional insured such coverage; and

(2) This Coverage Part provides such coverage.

2. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph **B.1.** above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.

3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:

a. The maximum permitted by law;

b. That required by the "written contract";

c. That described in **B.1.** above; or

d. That afforded to you under this policy,

whichever is less.

4. Notwithstanding anything to the contrary in Condition **4. Other Insurance** (Section **IV**), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or

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any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:

a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities; or

b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

(1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;

(2) Except as provided in Paragraph **B.4.** of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;

(3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and

(4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision **(4)** does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and

2. Was executed prior to:

a. The "bodily injury" or "property damage"; or

b. The offense that caused the "personal and advertising injury,"

for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Waiver of Transfer of Rights of Recovery Against Others to Us

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

Under SECTION **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed	
ENDT. NO.	POLICY NO.
26	GL 2074978689

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO:	EFFECTIVE DATE OF THIS ENDORSEMENT:
Granite Construction Incorporated	10/01/18

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.

2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Granite Construction Incorporated

Endorsement Effective Date: 10/01/2018

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS- CALIFORNIA

This endorsement changes the policy to which it is attached.

It is agreed that **Part One – Workers' Compensation Insurance G. Recovery From Others** and **Part Two – Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE –n/a

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is n/a %.

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.**Schedule : Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.**

WC43 03 05 (Ed 7-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

All Other States where allowed (except CA, TX, UT)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the named insured has agreed by written contract to furnish this waiver

WC00 03 13 (Ed 4-84)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2019

WC274978644	Valley Forge Insurance Company
WC274978658	Transportation Insurance Company
WC274978661	Transportation Insurance Company
WC274978630	Valley Forge Insurance Company

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE CURED-IN-PLACE PIPE LINING OF 263 LINEAR FEET OF STORMWATER PIPE ON WILSON AVENUE IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF $7,157.80 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, The City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A). Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the relining of 263 linear feet of stormwater pipe on Wilson Ave. project provided the total amount of approved change orders and any additional service contracts do not cause the total construction budget to exceed $78,735.80 budgeted by the City Council for the Project inclusive of the $7,157.80 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B). Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 27th day of October, 2020.

_____
Jake Williams, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Granite Inliner (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 POLK COUNTY - FL , said contract being identified as: Bid No. 20-577, CIPP Installation (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 period of performance for this bid is from date of award (April 22, 2020) through May 31, 2021 (termination date). Automatic renewals extending the termination date, for two (2) one (1) year periods, unless otherwise terminated in accordance with General Information items #13, and #14.

a. Insurance Requirements:

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 __8__ day of Aug 2020__

Michael Cannon

District Manager

08/26/2020

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

SEAL FLORIDA

RESOLUTION NO. 2020-221

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2020-2021 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 27th day of October, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-010-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3570 | DATE PREPARED: 10/15/20

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 28,736)	423-3570-538.39-00		Contingency	$ 272,270	$ 272,270	$ 243,534	$ 243,534
$ 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
($ 28,736)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 28,736	423-3570-538.63-00	SW08PL	Infrastructure	$ 290,000	$ 29,000	$ 57,736	$ 267,968
$ 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
$ 28,736	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

For the repair by cured-in-place pipe lining of 263 linear feet of stormwater pipe on Wilson Ave. Agenda 20-696

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/27/20 *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.

10/15/20	Abigail Morgan Digitally signed by Abigail Morgan Date: 2020.10.15 09:12:33 -04'00'	10/16/20	Lea Malarae Digitally signed by Lea Malarae Date: 2020.10.16 11:41:15 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/15/20	Bryant Smith Digitally signed by Bryant Smith Date: 2020.10.15 11:55:37 -04'00'	10/19/20	Lora Howell Digitally signed by Lora Howell Date: 2020.10.19 08:35:00 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

e Entered: _____ Entered By: _____ Group #: _____

676

ved 07/13

Revised eform 9/18/20 - IT

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-706

File ID:	20-706	**Type:**	Contract	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	10/09/2020
Subject:				**Final Action:**	

Title: Approve Participation in a Cooperative Purchase Agreement with Harcros Chemicals, Inc., Kansas City, Kansas, to Purchase Hydrofluorosilicic Acid (Fluoride) Utilizing the City of Oviedo Contract #ITB19-36, Effective October 1, 2019 through September 30, 2020 with Four (4) Additional One-Year Extensions. Approve year One (1) of four (4) Extensions and. Grant the City Manager the Authority to Sign and Implement Additional Extensions and Purchase Orders should the City of Oviedo Extend the Contract.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	FW Request Permission to Piggyback (HARCROS Chemicals).msg, Original Contract Agreement.pdf, UT-Dyal-21-PGB-HARCOS-001-00.pdf, Fully Executed Extension and Renewal.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	sweston@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF OVIEDO AGREEMENT FOR THE PURCHASE AND DELIVERY OF FLUORIDE WITH HARCROS CHEMICALS, INC.

THIS AGREEMENT made and entered into the 1st day of October, 2019 by and between the City of Oviedo, Florida, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" and HARCROS CHEMICALS, INC., a foreign for-profit corporation whose principal address is 5200 Speaker Road, Kansas City, Kansas 66106, and local address is 5132 Trenton Street, Tampa, Florida 33619, hereinafter referred to as the "CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

***WITNESSETH*:**

WHEREAS, the CITY desires to retain the CONTRACTOR for the work identified in the bid and/or proposal specifications outlined in the Invitation to Bid (ITB) # 19-36; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide FLUORIDE, as subsequently specifically set out in Purchase/Work Orders to be issued under this Agreement; and

WHEREAS, the CITY desires to employ the CONTRACTOR for the performance necessary to support the activities, programs and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONTRACTOR is desirous of performing and providing such goods/services upon said terms and conditions; and

WHEREAS, the CONTRACTOR hereby warrants and represents to the CITY that it is competent and otherwise able to provide high quality goods and/or services to the CITY; and

WHEREAS, all CITY promulgated bid documents pertaining to the purchase and delivery of FLUORIDE and all submissions submitted by the CONTRACTOR in the proposals/bid submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein.

WHEREAS, the CITY desires to retain the CONTRACTOR to provide all labor, materials, equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Work; and

WHEREAS, this Agreement is not subject to the provisions of the *Consultants Competitive Negotiations Act*; and

WHEREAS, the CITY desires to use the expertise and knowledge of the CONTRACTOR; and

WHEREAS, the CONTRACTOR recognizes the importance to the public of strict adherence to all laws, rules and regulations with particular regard to safety procedure and process; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

SECTION 1: GENERAL PROVISIONS.

(a) The term "CONTRACTOR" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees providing services under this Agreement.

(b) The CONTRACTOR acknowledges that the CITY may retain other goods and/or service providers to provide the same goods and/or services for CITY projects. The CONTRACTOR acknowledges that the CITY, at the CITY's option, may request proposals from the CONTRACTOR and the other goods and/or service providers for CITY projects. The CITY reserves the right to select which provider shall provide goods and/or services for the CITY's projects.

(c) The CONTRACTOR agrees to provide and ensure coordination between goods/services providers.

(d) This Agreement is for the purchase and delivery of FLUORIDE, as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(e) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.

(f) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement.

(g) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Purchase/Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Purchase/Work Order.

(h) When the term "law" is used herein, said phrase shall include statutes, codes, rule and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(i) Packages must be plainly marked with the shipper's name and the Purchase Order Number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

(j) All materials must be shipped by the CONTRACTOR to the CITY. The CITY will not pay shipping, freight or express charges. The CONTRACTOR shall prepay shipping charges. Delivery must actually be affected within the time stated on the respective Purchase Order. The CITY reserves the right to cancel Purchase Orders and purchase elsewhere if delivery is not timely as stated on the Purchase Order. Deliveries shall be made between 8:00 A.M. and 5:00 P.M., Monday through Friday, unless otherwise stated. In case of default by the CONTRACTOR, the CITY may procure the articles or services covered by a Purchase Order from other sources and hold the CONTRACTOR responsible for any excess expense occasionally incurred thereby.

(k) The CONTRACTOR shall furnish the CITY with a current Material Safety Data Sheet (MSDS) on or before delivery or use of each and every hazardous chemical or substance purchased. Appropriate labels and MSDS's shall be provided for all shipments and relative to the usage of such materials.

(l) The CONTRACTOR hereby guarantees the CITY that all work and all material, supplies, services and equipment as listed on a Purchase Order meet the requirements, specifications and standards as provided for under the *Federal Occupations Safety and Health Act of 1970*, from time to time amended and in force on the date hereof.

(m) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

(n) Persons employed by the CONTRACTOR in the provision and performance of the goods and/or services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

(o) No claim for goods and/or services furnished by the CONTRACTOR not specifically provided for herein or in a Purchase/Work Order shall be honored by the CITY.

SECTION 2: SCOPE OF SERVICES.

(a) The CONTRACTOR shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services included in each subsequently entered Purchase/Work Order. Unless modified in writing by the parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

(b) The CONTRACTOR shall provide the goods and/or services as generally set forth and described in Exhibit "A" to this Agreement and specifically detailed in various Purchase/Work Orders as may be issued from time-to-time by the CITY.

SECTION 3: PURCHASE/WORK ORDERS.

(a) The provision of goods and/or services to be performed under the provisions of this Agreement shall be commenced as set forth in the CITY's bid/procurement documents upon the execution of this Agreement and a Purchase/Work Order issued on a form provided by the CITY hereunder commencing the provision of goods and services. Additional services to be performed or goods to be provided by the CONTRACTOR to the CITY shall be authorized in written Purchase/Work Orders issued by the CITY on a form provided by the CITY. Purchase/Work Orders executed by the CITY shall include a detailed description of quantities, services and a completion schedule. The CONTRACTOR shall review Purchase/Work Orders and notify the CITY in writing of asserted inadequacies for the City's correction, if warranted. In every case, if work is completed by the CONTRACTOR without authorization by a purchase/work order or a change order, the CITY is not obligated to compensate the CONTRACTOR for the unauthorized work.

(b) If the services required to be performed by a Work Order are clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all services required by the Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(c) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount

is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event, shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The CONTRACTOR is not authorized to exceed that amount without the prior written approval of the CITY. Said approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(e) For Work Orders issued on a "Fixed Fee Basis", the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes which shall be prescribed on the face of the Work Order. If the CITY determines that work is substantially complete and the amount retained is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The CITY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

(i) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

SECTION 4: CONTRACTOR UNDERSTANDING OF GOODS/SERVICES REQUIRED.

Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the goods and/or services to be provided and/or performed and with local conditions. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Purchase/Work Orders, and that it is well acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects. Execution of a Purchase/Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the goods and/or services.

SECTION 5: CHANGE ORDERS.

(a) The CITY may revise the scope of services or order for goods set forth in any particular Purchase/Work Order.

(b) Revisions to any Purchase/Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the goods and/or services authorized. Change Orders shall identify this Agreement and the appropriate Purchase/Work Order number. Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the goods and/or services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR's schedule.

SECTION 6: CONTRACTOR RESPONSIBILITIES.

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all goods and/or services furnished by the CONTRACTOR under this Agreement as well as the conduct of its staff, personnel, employees and agents. For purposes of the Patient Protection and Affordable Care Act of 2010, including, but not limited to, Code Section 4980H (the "Employer Mandate"), CONTRACTOR hereby agrees that it is the common law employer of any Personnel provided by CONTRACTOR to the CITY. CONTRACTOR agrees to provide "affordable," "minimum value" health coverage to any and all Personnel determined to be "full-time employees" (as those terms are defined under the

Employer Mandate). In no event shall the CITY be considered the common law employer or a joint employer of Personnel for purposes of the Employer Mandate. The CONTRACTOR shall provide to the CITY a list of employee working days, times and assignments within two (2) hours of the CITY"s request for such information and the CITY may request and the CONTRACTOR shall provide employee addresses and drivers' licenses. All CONTRACTOR employees shall at all times when performing work wear identification badges which, at a minimum, provides the name of the employee and the CONTRACTOR. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the goods and/or services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature. The CONTRACTOR's submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.

(b) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR's negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.

(c) The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(d) Time is of the essence in the performance of all goods and/or services provided by the CONTRACTOR under the terms of this Agreement and each and every Purchase/Work Order.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.

(b) The CITY shall furnish a CITY representative, as appointed by the designated representative to administer, review and coordinate the provision of services under Purchase/Work Orders.

(c) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONTRACTOR. The availability

and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall examine all of the CONTRACTOR's goods and/or services and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the goods and/or services of the CONTRACTOR.

(e) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.

(f) The CITY shall give written notice to the CONTRACTOR whenever the CITY's designated representative knows of a development that affects the goods and/or services provided and performed under this Agreement, timing of the CONTRACTOR's provision of goods and/or services, or a defect or change necessary in the goods and/or services of the CONTRACTOR.

(g) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law. The CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement as well as the adjustment of payments made to the CONTRACTOR based upon the quality of work of the CONTRACTOR.

(h) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Agreement.

(i) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(j) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY or the public caused by the CONTRACTOR's negligent or wrongful provision or performance of any of the goods and/or services furnished under this Agreement.

(k) All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR's services or have been created during the course of the

CONTRACTOR's performance under this Agreement shall become the property of the CITY after final payment is made to the CONTRACTOR.

SECTION 8: COMPENSATION.

(a) Compensation to the CONTRACTOR shall be as set forth in each Purchase/Work Order which assigns goods to be provided or services to be accomplished by the CONTRACTOR .

(b) The CONTRACTOR shall be paid in accordance with the schedule of charges as set forth in Exhibit "B" attached hereto.

(c) There are no reimbursable expenses to be paid to the CONTRACTOR except as specifically set forth herein.

SECTION 9: INVOICE PROCESS.

(a) Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment within thirty (30) days of receipt by the CITY.

(b) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies.

(c) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR's invoices.

(d) Each invoice shall reference this Agreement, the appropriate Purchase/Work Order and Change Order if applicable, and billing period.

(e) The *Florida Local Government Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed goods and/or services referenced in an invoice.

(f) Invoices are to be forwarded directly to:

Finance Department
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

SECTION 10: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a) The CONTRACTOR shall commence the provision of goods and/or services as described in this Agreement upon execution of this Agreement or execution of a Purchase/Work Order issued by the CITY.

(b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules required by the CITY or as established for the various Purchase/Work Orders as described in each Purchase/Work Order. However, if the CONTRACTOR is delayed at any time in the provision of goods and/or services by any act or omission of the CITY, or of any employee, tumult of the CITY, or by any other contractor employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of *force majeure* not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR's control which would not reasonably be expected to occur in connection with or during performance or provision of the goods and/or services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: TERM/LENGTH OF AGREEMENT.

(a) The initial term of this Agreement shall be for a period of One (1) year.

(b) After the initial term, this Agreement may be renewed for four (4) additional one year periods if mutually agreeable to both parties.

(c) The maximum term for the contract and all renewals is a cumulative term of five (5) years.

SECTION 12: DESIGNATED REPRESENTATIVES.

(a) The CITY designates the City Manager or his/her designated representative, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.

(b) The City Manager, or his/her designated representative, shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY official representative knows of a defect or change necessary in the project; and

(4) Coordinating and managing the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c) Until further notice from the City Manager the designated representative for this Agreement is:

Bobby Wyatt, Public Works Director
City of Oviedo
400 Alexandria Blvd.
Oviedo, Florida 32765
(407) 921-5648
Bwyatt@cityofoviedo.net

(d) The CONTRACTOR's designated representative is:

Gary Delk
Regional Manager
HARCROS CHEMICALS, INC.
5132 Trenton Street
Tampa, Florida 33619
813-247-4531
floridabids@harcros.com

SECTION 13: TERMINATION/SUSPENSION OF AGREEMENT.

(a) The CITY may terminate this Agreement or any Purchase/Work Order for convenience at any time or this Agreement or any Purchase/Work Order for any one (1) or more of the reasons as follows:

(1) If, in the CITY's opinion, adequate progress to be provided or under a Purchase/Work Order is not being made by the CONTRACTOR due to the CONTRACTOR's failure to perform; or

(2) If, in the CITY's opinion, the quality of the goods and/or services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct.

(b) In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement or any Purchase/Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONTRACTOR to be in default, and may then immediately terminate this Agreement or any Purchase/Work Order in progress under this Agreement.

(c) In the event that this Agreement or a Purchase/Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Purchase/Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONTRACTOR.

SECTION 14: TERMINATION BY CONTRACTOR FOR CAUSE.

(a) The CONTRACTOR may terminate this Agreement only if the CITY fails to pay the CONTRACTOR in accordance with this Agreement.

(b) In the event of the cause described in Subsection (a), the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 15: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirely without cause, or terminate any specific Purchase/Work Order without cause, if such termination is

deemed by the CITY to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the CONTRACTOR shall have ten (10) days to correct same or to request, in writing, a hearing.

(b) Failure of the CONTRACTOR to remedy said specified items of deficiency or default in the notice by either the CITY's designated representative within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the CITY shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.

(c) The CITY shall have the right to terminate this Agreement without cause with a one-hundred twenty (120) day written notice to the CONTRACTOR. The CITY reserves the right to terminate any Agreement for cause with a five (5) day written notice to the CONTRACTOR. Notice shall be served to the parties as specified in the Agreement.

(d) In the event that this Agreement is terminated, the CITY shall identify any specific Purchase/Work Order(s) being terminated and the specific Purchase/Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(e) This Agreement will remain in full force and effect as to all authorized Purchase/Work Order(s) that is/are to be continued to completion.

(f) In the event that after the CITY's termination for cause for failure of the CONTRACTOR to fulfill its obligations under this Agreement it is found that the CONTRACTOR has not so failed, the termination shall be deemed to have been for convenience and without cause.

SECTION 16: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Purchase/Work Order is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

SECTION 17: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination given by either party, the terminated party shall promptly discontinue the provision of all goods and/or services, unless the notice provides otherwise.

SECTION 18: SUSPENSION.

(a) The performance or provision of the CONTRACTOR's goods and/or services under any Purchase/Work Order or under this Agreement may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR's services hereunder, the CITY shall so notify the CONTRACTOR in writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONTRACTOR within thirty (30) days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of goods and/or services unless and until the CITY's designated representative notifies the CONTRACTOR in writing that the provision of the goods and/or services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR's provision of goods and/or services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.

SECTION 19: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

All services, programs and activities of the CITY are offered and solicited without regard to race, color, national origin, age, sex, religion, disability or family status in accordance with the CITY's Title VI Nondiscrimination Policy, Plan and Procedures. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 20: INDEMNITY

CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of its officials, officers, agents and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. To the fullest extent permitted by law, CONTRACTOR will further hold harmless, defend and indemnify the CITY, its Affiliates and its and their officers, directors, agents, employees, subcontractors and customers from and against any Claims in any way arising from or related to a failure of

the CONTRACTOR's failure to offer health coverage to personnel which failure results in the assessment of a penalty against the CITY.

The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section of the Agreement.

Nothing herein shall be construed to extend the CONTRACTOR's liability beyond that provided in Section 768.28, Florida Statutes.

SECTION 21: INSURANCE.

The CONTRACTOR shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance with minimum policy limits as set forth below, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and name the CITY as a named, additional insured, as well as furnishing the CITY with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by the CONTRACTOR as required herein shall be considered, and the CITY agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the CITY, and that any otheer insurance, or self-insurances available to the CITY shall be considered secondary to, or in excess of, the insurance coverages(s) procured by the CONTRACTOR as required herein.

Nothing herein shall be construed to extend the CITY's liability beyond that provided in Section 768.28, Florida Statutes.

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker's Compensation for all employees at limits not less than the following:

$500,000 Each Accident
$500,000 Each Employee
$500,000 Policy Limit for Disease

(2) Commercial General Liability: The CONTRACTOR will provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury at limits not less than the following:

$1,000,000 Bodily Injury & Property Damage - each occurrence
$1,000,000 Personal & Advertising Injury - each occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregates limit
$ 5,000 Medical Payments
$ 100,000 Fire Damage Legal Liability

(3) Commercial Business Automobile Liability: The CONTRACTOR shall provide complete coverage for owned and non-owned vehicles for limits not less than $1,000,000 CSL or its equivalent.

SECTION 22: STANDARDS OF CONDUCT.

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

(b) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c) The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

(e) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is

demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(f) The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

(g) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this Agreement.

(h) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination of this Agreement by the CITY. The CONTRACTOR shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

(i) The CITY reserves the right to unilaterally terminate this Agreement if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119*, *Florida Statutes*, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Agreement.

(j) The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(k) The CITY will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationally Act* (*INA*). The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this Agreement by the CITY.

(l) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the CITY. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(m) The CONTRACTOR shall ensure that all goods and/or services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(n) If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(o) The CONTRACTOR shall advise the CITY in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

(p) The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

SECTION 23: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance of goods and/or services under this Agreement and date of final payment for said goods and/or services, or date of termination of this Agreement.

(c) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Purchase/Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which goods and/or services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(d) In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or Seminole County, or any representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to goods and/or services

provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(e) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.

(f) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(g) The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 971-5504, BARBARA BARBOUR, MMC, CITY CLERK, CITY HALL, CITY OF OVIEDO, 400 ALEXANDRIA BOULEVARD, OVIEDO, FLORIDA 32765, BBARBOUR@CITYOFOVIEDO.NET.

SECTION 24: CODES AND DESIGN STANDARDS.

(a) All goods and/or services to be provided for performed by the CONTRACTOR shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any and all Federal, State and local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws, applicable to the goods and/or services to be performed under this Agreement.

SECTION 25: ASSIGNABILITY.

(a) The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

(b) The CONTRACTOR agrees to reasonably participate in the contract "piggybacking" programs pertinent to local governments.

SECTION 26: SUBCONTRACTORS.

(a). The CONTRACTOR may subcontract certain specialty services as set forth in this Agreement as approved by the CITY provided; however, that, the main

work performed under the Agreement shall, in all respected, be performed by the CONTRACTOR.

(b). No subcontract shall be construed or interpreted, under any circumstances, to relieve the CONTRACTOR of its liability and obligations under this Agreement.

(c). The CITY shall work directly with the CONTRACTOR in terms of the provision of the services to the CITY and the CITY shall not have any obligation to work directly with any subcontractor and, should the CITY communicate with any subcontractor in any way, it shall continue to be the obligation of the CONTRACTOR to ensure that all services are provided to the CITY as set forth in this Agreement in every respect.

(d). It shall, at all times, be the CONTRACTOR's responsibility to ensure that subcontractors have in place the same liability coverage as the CONTRACTOR and that such liability coverage is available to fully protect the CITY under the Agreement; provided, however, that, in the event that any coverage fail to adequately protect the CITY, the CONTRACTOR shall ensure that its liability coverage so protects the CITY. This shall be a continying obligation of the CONTRACTOR.

SECTION 27: CONTROLLING LAWS/VENUE/INTERPRETATION.

(a) This Agreement is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

(c) This Agreement is the result of *bona fide* arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 28: *FORCE MAJEURE*.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 29: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

(a) This Agreement, together with the exhibit(s), if any, constitutes the entire integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b) This Agreement may only be amended, supplemented or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 30: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last 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 Section.

(b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:

For the CITY:

City Manager
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

For the CONTRACTOR:

Gary Delk
Regional Manager
HARCROS CHEMICALS, INC.
5132 Trenton Street
Tampa, Florida 33619
813-247-4531
floridabids@harcros.com

(c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 31: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 32: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the *ad valorem* taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.

SECTION 33: EXHIBITS.

Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

SECTION 34: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 35: SEVERABILITY/CONSTRUCTION.

(a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

SECTION 36: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 37: COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its City Council taking action on the 16th day of September, 2019, and the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

Cindy Bridwell

HARCROS CHEMICALS, INC.

By: Gary Delk

Gary Delk, Regional Manager

Date: 9/24/19

ATTEST:

Barbara J. Jacobs

City Clerk

CITY OF OVIEDO

By:

Dominic Persampiere, Mayor

Date: 10/3/2019

For the use and reliance of the City of Oviedo only. Approved as to form and legal sufficiency.

Lonnie N. Groot
Assistant City Attorney

EXHIBIT A

SPECIFICATIONS

A. Description of Services

The City of Oviedo is seeking qualified contractor(s) to provide Plant Chemicals as indicated in the specifications and requirements of this solicitation. Authorization for performance of services and delivery of products under this Agreement shall be in the form of written purchase orders, issued by the City on an as-needed basis. Chemicals shall be delivered to City properties, and shall include all labor, materials and supplies necessary to deliver and unload these materials.

The quantities contained in this bid and on the bid form are estimates and in no way represents a guaranteed procurement.

Upon award, the successful bidder(s) shall obtain and furnish to the City of Oviedo a copy of the insurance certificate naming the City of Oviedo as an additional insured and provide a copy of the endorsement, in accordance with these bid documents and subsequent agreement(s).

The City of Oviedo does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8013573053C-0 and is also listed on all of our Purchase Orders.

Orders and deliveries will be coordinated through the City's Water, Wastewater and Recreation and Parks Personnel. Payment will be accomplished by submission of invoices by location and purchase order number and mailed to:

City of Oviedo
Accounts Payable
400 Alexandria Blvd.
Oviedo, FL 32765

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and supply the City with copies of the manufacturer's shipping and handling safety procedures.

Purchasing these chemicals from a State Purchase Contract, Sicop Bid, or any other State or Local Governmental entities bid or contract, if doing so is in the best interest of the City of Oviedo, will not waive or void any of the terms and conditions contained in the Agreement.

The Florida Local Government Prompt Payment Act shall apply to the payment of all invoices.

B. Product and Delivery Requirements

Supplier is responsible for all connections and adapters required to match the City's piping at the delivery/discharge location.

Bidder must submit a certificate of compliance and certified analysis as to the composition of the product with the bid. This requirement is included on the bid form checklist.

A Certificate of Analysis must be provided to the City with each delivery.

Deliveries will be between the hours of 7am and 2pm Monday through Friday with exception of holidays.

Delivery must be made within one week after receipt of order.

Suppliers shall provide a 48-hour notice prior to delivery.

Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from poor performance of delivery personnel. Proper performance shall require delivery attendant's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies.

1. Sodium Hypochlorite 12.5% *(10% by weight = 12.5% by trade)*

Estimated Quantity: 527,000 gallons annually, more or less (This includes approximately 390,000 gallons for use at the Water Plant, 120,000 gallons for the Wastewater plant and approximately 17,000 for swimming pool application). These are estimated volumes and in no way obligates the City to purchase any minimum amount.

Product Requirements: The City of Oviedo is seeking a firm price per gallon (delivered) for the purchase of Sodium Hypochlorite 12.5% *(10% by weight = 12.5% by trade)* for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida 32765 and at the City's Wastewater Reclamation Facility located at 1067 McKinnon Avenue. The City's Recreation and Parks Department also utilizes this contract for two City swimming pools located within the City's corporate boundaries. Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

Deliverable Quantities: 5,000 tanker gallons for the City's Water Treatment Plant and 4,000 gallons for the City's Wastewater Reclamation Facility, and 1,000 gallons at each of the two swimming pool locations.

2. **Sodium Hydroxide 50%**

Estimated Quantity: 54,500 gallons more or less. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Product Requirements: The City of Oviedo is seeking a firm price per gallon (delivered) for the purchase of Sodium Hydroxide 50% for use at the City's Water Treat Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida, 32765. Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

Deliverable Quantity: 3,500 gallons.

3. **Ammonia Hydroxide 19%**

Estimated Quantity: 14,400 gallons, more or less. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Product Requirements: The City of Oviedo is seeking a firm price per gallon (delivered) for the purchase of Ammonia Hydroxide 19% for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida, 32765. Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

Deliverable Quantity: 1,200 gallons.

4. **Carbon Dioxide (liquid CO2)**

Estimated Quantity: 480,000 lbs., more or less. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Product Requirements: The City of Oviedo is seeking a firm price per pound (delivered) for the purchase of Carbonic Dioxide (liquid CO2) for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida, 32765. Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

Deliverable Quantity: full tanker, 38,000 lbs.

5. **Sulfuric Acid 93%**

Estimated Quantity: 8,400 gallons, more or less. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Product Requirements: The City of Oviedo is seeking a firm price per gallon

(delivered) for the purchase of Sulfuric Acid 93% for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida, 32765. Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

Deliverable Quantity: 700 gallons

6. **Fluoride 23%**

Estimated Quantity: 8,400 gallons, more or less. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Product Requirements: The City of Oviedo is seeking a firm price per gallon (delivered) for the purchase of Fluoride 23% for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida, 32765. Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

Deliverable Quantity: 700 gallons

END OF SECTION

Mosaic

8813 Highway 41 South
Riverview, FL 33569
www.mosaicco.com

Phone: 813-677-9111
Fax: 813-671-6146

Product Compliance Certification

We certify that the Fluorosilicic Acid supplied by Mosaic Co. will meet the specifications of AWWA Standard B703a-08 and further that it has been certified by NSF to meet the ANSI/NSF Standard 60 for treatment of potable water and has been produced within the continental limits of the United States.

Art M. Espinosa, Florida Quality Control Lab Manager

Mosaic

Industrial
Fluorosilicic Acid (FSA)

CHEMICAL ANALYSIS (TYPICAL)

Specifications	Range	Typical	Guarantee (%)
H_2SiF_6	23 - 26%	24%	23%
F (equivalent total)	18 - 21%	19%	18%
Free Acid	1.0 % max	0.4%	

Product meets AWWA Standard B703 and it is NSF-60 Certified. Maximum Use 6 mg/L

Physical Properties (Typical)

Description	Water white to amber solution
Color, APHA color units	200 maximum (APHA) in accordance with method 2120B, visual comparison
Specific Gravity, at 25% & 60° F	1.224 (water = 1)
Bulk Density, at 25% & 60° F	10.2 (Lbs/Gal)

Containers

Tank Truck	20-25 tons net weight (approximate)
Rail Cars	100 tons net weight (approximate)

Freight Description

DOT Shipping Classification	Class 8 (Corrosive)
DOT Shipping Name	Fluorosilicic Acid
Packing Group	II
Placard	Corrosive
DOT / UN Number	UN1778

NSF
Certified to NSF/ANSI 60

Product analyses are typical as tested at shipment. Typical analysis is not guaranteed for any particular shipment. Handling and transportation may affect the analysis of the delivered product

Revised 09/12

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The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, July 29, 2019** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=mosaic&ChemicalName=Hydrofluosilicic+Acid&PlantState=Florida+FL&

NSF/ANSI 60
Drinking Water Treatment Chemicals - Health Effects

The Mosaic Company
13830 Circa Crossing Drive
Lithia, FL 33547
United States
813-671-6223
Visit this company's website
(http://www.mosaicco.com)

Facility : Distribution Center - 4 Mulberry, Florida

Fluorosilicic Acid

Trade Designation	*Product Function*	*Max Use*
FSA	Fluoridation	6mg/L

Fluorosilicic Acid	Fluoridation	6mg/L
Fluosilicic Acid	Fluoridation	6mg/L
HFS	Fluoridation	6mg/L
Hexafluorosilicic Acid	Fluoridation	6mg/L
Hexafluosilicic Acid	Fluoridation	6mg/L
Hydrofluorosilicic Acid	Fluoridation	6mg/L
Hydrofluosilicic Acid	Fluoridation	6mg/L

Facility : Riverview, FL

Fluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
FSA	Fluoridation	6mg/L
Fluorosilicic Acid	Fluoridation	6mg/L
Fluosilicic Acid	Fluoridation	6mg/L
HFS	Fluoridation	6mg/L
Hexafluorosilicic Acid	Fluoridation	6mg/L
Hexafluosilicic Acid	Fluoridation	6mg/L
Hydrofluorosilicic Acid	Fluoridation	6mg/L
Hydrofluosilicic Acid	Fluoridation	6mg/L

Number of matching Manufacturers is 1

Number of matching Products is 16

Processing time was 0 seconds

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, July 29, 2019** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=harcros&ChemicalName=Hydrofluosilicic+Acid&PlantState=Florida+FL&

NSF/ANSI 60
Drinking Water Treatment Chemicals - Health Effects

Harcros Chemicals Inc.
5200 Speaker Road
Kansas City, KS 66106
United States
913-321-3131
Visit this company's website
(http://www.harcroschem.com)

Facility : Tampa, FL

Hydrofluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Hydrofluorosilicic Acid 23%	Fluoridation	6mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 1

Processing time was 0 seconds

Mosaic®

8813 Hwy 41 South
Riverview, FL
Telephone: (813) 677-9111 - TELX52666

This product was produced at the
Production Plant - Riverview facility

CAR NO: 1004094613

Deliveries: 1004094613

Material: Our / Your reference
200011 FLUOROSILICIC ACID /

Quality Certificate

Date
07/29/2019
Purchase order item/date
740028143 / 07/16/2019
Delivery item/date
1004094613 000010 / 07/23/2019
Order item/date
2586458 000010 / 07/16/2019
Customer number
5005707

Inspection lot 100000097401 from 07/22/2019

Characteristic	Result	Unit
Chemical Analysis		
Net H2SiF6	24.37	%
P2O5	0.05	%
Free Acid	0.27	%
Arsenic	41.75	ppm
Physical Analysis		
Specific Gravity	1.2220	
Color (APHA)	20	CU

NSF®
Certified to
NSF/ANSI 60

Max Use 6 mg/L

"We Certify that Product Shipped with this Certification of Analysis meets AWWA

Alan Shobert / QC Lab Manager

COPY

EXHIBIT B

BID FORM (Page 1 of 2)

To: City of Oviedo, Purchasing Department
400 Alexandria Boulevard
Oviedo, FL 32765

The undersigned hereby declares that after carefully examining these bid documents, they are fully aware of all conditions affecting such work/items, for which bids were advertised to be returned by July 30, 2019 and does hereby submit the following bid for completion of said work/item.

The undersigned hereby certifies that all information contained in this Invitation to Bid is truthful to the best of their knowledge and belief and further certifies that they are duly authorized to submit this bid on behalf of the contractor as its act and deed and that the contractor is ready, willing and able to perform if awarded this Bid.

The City reserves the right to accept any or all bids, to waive informalities, and to reject all or any part of any bid as they may deem to be in the best interest of the City.

This Bid Form is a mandatory form to ease bid tabulation and analysis; however, it can be accompanied by additional supportive forms. An officer or representative who has official authorization to sign bids **MUST** sign this Bid Form. Failure to sign in the space provided below will result in the bid being rejected.

The Bidder hereby acknowledges receipt of the following Addenda, if any:

No. 1 Dated 7/16/19
No. 2 Dated 7/23/19
No. _____ Dated _____

The following required information has been completed and is included with the bid submittal:

		Bidder's Initials
1.	Bid Form	GD
2.	Proof of Florida Registration (Sunbiz)	GD
3.	Statement of Insurance Compliance	GD
4.	Non-Collusion Affidavit	GD
5.	Conflict of Interest Statement	GD
6.	Disputes Disclosure Form	GD
7.	Drug Free Workplace Certification Form	GD
8.	List of References	GD
9.	Company Information Form	GD
10.	Certificate of compliance and certified analysis as to the composition of the product(s) bidding on	GD

BID FORM (Page 2 of 2)

As requested in the Instructions to Bidders, attached is one marked duplicate copy of the original Bid Form and ALL attachments. ____ Yes ____ No (check one)

Contractors are not required to provide pricing for all Bid Categories, but are to provide pricing for all categories in which they are able to supply. Please list the total annual cost of each Bid Category. All changes must be initialed in ink. This bid form must be used to submit your bid.

Item	Produce Description	Deliverable Quantity		Estimated Annual Quantity	Units	Unit Cost (Delivered)
1	Sodium Hypochlorite	5,000	Water Plant	390,000	gal	
		4,000	Wastewater Plant	120,000	gal	$
		1,000	Swimming Pool Use	17,000	gal	NB
2	Sodium Hydroxide	3,500	Water Plant	54,500	gal	$ NB
3	Ammonia Hydroxide	1,200	Water Plant	14,400	gal	$ NB
4	Carbon Dioxide	38,000	Water Plant	480,000	lbs.	$ NB
5	Sulfuric Acid	700	Water Plant	8,400	gal	$ NB
6	Fluoride	700	Water Plant	8,400	gal	$ 2.121

Company Name Harcros Chemicals Inc

FEIN or SS# 43-1935062

Name of Owner/Partner/Officer Gary Delk

Title/Position of Owner/Partner/Officer Gary Delk

Signature of Owner/Partner/Officer Gary Delk

Business Telephone 813-247-4534

Email address floridabids@harcros.com

Business Address 5132 Trenton Street, Tampa, FL 33619

COMPANY INFORMATION

(Please Print or Type)

Company Name: Harcros Chemicals Inc

Street Address: 5132 Trenton Street

Mailing Address: Same

Address of facility that will provide materials: Same

City, State & Zip: Tampa, FL 33619

Phone No.: 813.247.4531

Phone No. for ordering materials: Same / email for orders: ordertampa@harcros.com

Contact Person: Sales/tech support: Urpiana Koklonis - 786.230.9852

E-Mail Address: Sales/tech support: uKoklonis@harcros.com; Contract/bid - floridabids@harcros.com

No. of Years in Business: +75

No. of Employees: local - 15

No. of delivery vehicles available for performance of this contract: 2+

Harcros Chemicals, Inc
Company Name (Please Print)

Authorized Signature

Cary Delk, Regional Manager
Printed Name and Title

**** THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with HARCROS CHEMICALS, 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 CITY OF OVIEDO , said contract being identified as: Bid No. 19-36 (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:

Initial term of agreement shall be for a period of One (1) year (effective: 10/3/19), after the initial term, this agreement may be renewed for four (4) additional one year periods if mutually agreeable to both parties. The maximum term for the contract and all renewals is a cumulative term of five (5) years (terminating: 10/3/24).

Insurance Requirements:

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 **(NOT APPLICABLE)**

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

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. Any other provisions that will be modified:

N/A

b. Address change for the City of Cocoa:

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

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

d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding

mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

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

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

Entered this _____ day of _____

Gary Deck
(Print Name)
Gary Deck, Regional Manager
(Print Title)
9/15/20
(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

Extension and Renewal to
Agreement for the Purchase and Delivery of Fluoride, ITB 19-36

This Extension and Renewal to Agreement is made and entered into on this **1st day of October, 2020**, and is to that certain Agreement for the **Purchase and Delivery of Fluoride** made and entered into on the **1st day of October, 2019,** (the Agreement), between the City of Oviedo, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the City), whose address is 400 Alexandria Boulevard, Florida 32765, and **Harcros Chemicals, Inc., a foreign corporation**, authorized to do business in the State of Florida, whose principal address is **5200 Speaker Road, Kansas City, Kansas 66106,** and local address is **5132 Trenton Street, Tampa, Florida 33619** (hereinafter referred to as the Vendor).

WITNESSETH:

Whereas, the City and the Vendor entered into the above-referenced Agreement on **October 1, 2019** and desire to extend and renew the Agreement so as to enable both parties to continue to enjoy the mutual benefits that the Agreement currently provides; and

Whereas, the Agreement, in Section 11, and the essential requirements of contract law provide that any extensions and renewals to agreements shall be expressed in writing and duly executed by the parties; and

Whereas, the parties desire to extend the term of the Agreement and renew the Agreement for a specified period of time so as to enable both parties to continue to enjoy the mutual benefits it provides,

Now, Therefore, in consideration of the mutual understandings and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to extend and renew the Agreement as follows:

Section 1. Recitals. The above stated recitals (whereas clauses) to this Extension and Renewal are hereby adopted and form a material part of this Extension and Renewal and the consideration hereof upon which the parties have relied.

Section 2. Extension and Renewal. The term of the Agreement, which was to expire on **September 30, 2020**, in accordance with the provisions of Section 11 of the Agreement, is extended such as the Agreement will now terminate on **September 30, 2021** and the Agreement is hereby renewed.

Section 3. Effect of Extension and Renewal. Except as specifically stated herein in this Extension and Renewal, all terms and conditions of the Agreement shall remain in full force and effect as originally set forth in said Agreement.

In Witness Whereof, the parties hereto have executed this instrument for the purposes herein expressed.

Attest:

Appropriate Corporate Signatory

Harcros Chemicals, Inc.

Gary Delk, Regional Manager

Attest:

City Clerk

City of Oviedo

Bryan Cobb, City Manager

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-715

File ID:	20-715	**Type:**	Resolution	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	10/12/2020
Subject:				**Final Action:**	

Title: Accept the Award of the Firehouse Subs Grant, a Private Foundation Grant, in the amount of $33,180.00. Firehouse Subs will be purchasing the extrication equipment for the City of Cocoa Fire Department, however for accounting purposes, approve a Resolution Amending the FY2021 Budget, BAF# 21-011-A.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	FW_ APPROVED_ Firehouse Subs Public Safety Foundation Grant.pdf, Firehouse Grant - eDraulics.pdf, QT1356000 Firehouse Subs for City of Cocoa FL Hurst EWXT 7.22.20.pdf, Budget Resolution FY 2021.docx, BAF 21-011-A FD-Firehouse Subs Grant (10-27-20) 20-715.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	jlamm@cocoafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

From:	Anthony Hagan
To:	Jonathan Lamm; Samuel Byrd
Cc:	Lora Howell; Rebecca Bowman
Subject:	FW: APPROVED: Firehouse Subs Public Safety Foundation Grant
Date:	Tuesday, October 06, 2020 8:42:58 AM
Attachments:	2020 Q4 Grant Recipient Press Release Template - FINAL v2.docx 2020 Q4 Grant Recipient Social Media Announcement Templates - 9.11.2020 V2.docx Foundation Logo-VectorCMYK.ai Foundation Logo-VectorCMYK.eps

Looks like the third time is the charm. We were awarded funds for the extrication equipment.

This will need to go to council to be accepted and the budget modified.

Anthony

From: Firehouse Subs Public Safety Foundation <foundation@firehousesubs.com>
Sent: Tuesday, October 6, 2020 8:13 AM
To: Anthony Hagan <ahagan@cocoafl.org>
Cc: Britt Diaz <britt.diaz@firehousesubs.com>; Firehouse Subs Public Safety Foundation <foundation@firehousesubs.com>; Sheri Kohler <skohler@firehousesubs.com>; Ty Lowry <ty.lowry@firehousesubs.com>
Subject: APPROVED: Firehouse Subs Public Safety Foundation Grant

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Dear Anthony,

We are pleased to announce that the Firehouse Subs Public Safety Foundation Board of Directors has awarded the **City of Cocoa** in **Cocoa, FL** the requested **Hurst Cutter, Spreader, Ram & Accessories** valued at up to **$33,180.00**. If your grant award must be approved by your city council, please add this item to the agenda immediately, and contact us with the meeting date.

PROCUREMENT:

The procurement process for your grant award will be determined by our Foundation, and we will contact you no later than November 20, 2020 to initiate the process. Do not make any advanced purchases, as failure to adhere to our chosen method will jeopardize your grant award.

If you have any fulfillment questions, please email Procurementfoundation@firehousesubs.com.

PUBLIC RELATIONS (PR) NOTES

- PR announcements from your organization regarding the grant award are optional. If you choose to share the good news, please use the attached press release template and/or social media post template and send it back to Foundation@firehousesubs.com and FHSPSF@coynepr.com for review and approval (allowing for 72 hours turnaround time). *Please do not pitch or post before receiving approval from the Foundation team.*

Use of the Firehouse Subs Public Safety Foundation logo:

- We ask that your organization acknowledges the grant by displaying our Foundation logo on granted items/equipment whenever possible. Our Foundation logo is attached for your convenience. Please note that the final artwork will need to be approved by our Foundation via Foundation@firehousesubs.com before being displayed.

Did you know?
More than 70% of the funds raised for the Firehouse Subs Public Safety Foundation come from the generosity of Firehouse Subs guests and the restaurant brand? Please consider supporting a Firehouse Subs restaurant near you.

We are very excited to assist your organization and ultimately improve the lifesaving capabilities of your community.

Proceeds from purchases made at US Firehouse Subs restaurants provided the funding for this grant award.

Firehouse Subs Public Safety Foundation
foundation@firehousesubs.com

FirehouseSubsFoundation.org

Twitter Facebook

CONFIDENTIALITY NOTICE: The information and attachments contained in this electronic communication are confidential and intended only for the use of the intended recipients. If you are not an intended recipient, you are hereby notified that any review, use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately of the error by return e-mail and please permanently remove any copies of this message from your system and do not retain any copies, whether in electronic or physical form or otherwise.

Please do not submit this PDF, it is for reference only. Our grant application process is entirely digital.

APPLICANT AND DEPARTMENT INFORMATION

First Name Robert	Last Name Seeber	Department Tax ID# 59-6000292
Organization/Department City of Cocoa Fire Rescue	Email Address rseeber@cocoafl.org	

Alternate Name Samuel Byrd		Alternate Email sbyrd@cocoafl.org		
Address Line 1 1740 Dixon Blvd		City Cocoa		
Address Line 2		State FL		Zip 32922
Shipping Address Line 1 1740 Dixon Blvd		Shipping City Cocoa		
Shipping Address Line 2		Shipping State FL		Shipping Zip 32922
Organization Phone Number 321-639-7613	Alternate Contact Number 321-639-7609	Communities Served 1	Population 18532	Number of Runs Per Year 5386

Local Approval Pre-qualifications

Our jurisdiction requires approval from local officials once the award is granted.

APPLICATION REQUEST INFORMATION

The type of grant you are requesting: Equipment	What is the EXACT cost of the equipment? 32105.00

Variances in the amounts requested will be the responsibility of the grant recipient to pay directly? Yes

What Equipment are you requesting for your department? 1 Hurst S788EWXT eDraulic cutter, charger, 2 EWXT batteries 1 SP 555EWXTSpreader - Hurst eDraulic 28 in class, charger, 2 EWXT batteries 1 Hurst R521EWXT eDraulic ram 53 in, charger, 2 EWXT batteries	Briefly explain how the equipment will benefit your community and your department. If we are awarded this grant, the extrication tools we buy will be of great benefit to the community. The Hurst eDraulic battery-operated tools are innovative and has many advantages over traditional line tools
This would have a direct impact on more than 0 children in our community.	This would have a direct impact on more than 0 senior citizens in our community.

What materials are you requesting for your department?

Field not required for this category of request

What is the amount of funding you are requesting? Field not required for this category of request	Please provide a detailed description of how the funding will assist your department: Field not required for this category of request

COMMUNITY IMPACT

Have you successfully reached out to the city for funds to purchase the equipment? The department has reached out to the city to purchase the equipment, along with other much needed equipment and apparatus. However, due to ongoing budget constraints, there is no room in the operating budget for our	Was there a particular instance where a life would have been positively impacted if you would have had the equipment available? These tools would have had a positive impact on lives for all extrications; however, one particular instance does stand out. This past year there was an auto accident involving a dump truck and an SUV. Extrication of patients from the vehicles was extended because the tools that our department have were not as powerful as the Hurst eDraulic tools. If the department had these tools, the patients' transport could have been expedited.
What positive effects will the equipment specifically have? Please use statistics when possible. Some of the positive effects that the tools will have are: 1. Increased speed for extrications	

FIREHOUSE SUBS RELATIONSHIP

Address of Firehouse Subs location nearest you. Firehouse Subs - Store #377 Owner: Miah Manik Firehouse Subs	How far is this location from your department? 4.80 Miles
How did you hear about our organization? Cocoa Fire Rescue has a working relationship with the owner of the above Firehouse Subs restaurant. The department also researched this on the Firehouse Subs website.	Has your department received funding from Firehouse Subs Public Safety Foundation in the past? No

If approved for funding, we will host a press event at the Firehouse Subs restaurant nearest you. We ask that all PR be coordinated by our Foundation, but of course we will work in conjunction with your PR team as well as the PIO of your department.

Initial Acceptance	PIO Email: ssenger@cocoafl.org
PIO (Public Information Officer) Name: Samantha Senger	PIO Phone Number: 3214338685

Please note, there are different categories of funding within the grant applica on, therefore the printed PDF document may contain some open blank fields.
Please **do not** contact the Foundation if fields appear blank.

MUNICIPAL EMERGENCY SERVICES

3789 62nd Avenue North
Pinellas Park, FL 33781

Quote

Date	07/22/2020
Quote #	QT1356000
Expires	09/30/2020
Sales Rep	Winkler, Thomas P
PO #	
Shipping Method	FedEx Ground

Bill To

FIREHOUSE SUBS PUBLIC SAFETY FDN, INC
12735 Gran Bay Parkway
Suite 150
Jacksonville FL 32258

Ship To

Sam Byrd
CITY OF COCOA FIRE DEPARTMENT
1740 Dixon Blvd
Cocoa FL 32922
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
272288000-1-e			*ENGRAVED* S 788EWXT Cutter - TOOL ONLY Hurst eDraulic waterproof battery operated rescue tool	1	9,730.00	9,730.00
271255000-1-e			*ENGRAVED* SP 555EWXT Spreader - TOOL ONLY Hurst eDraulic waterproof battery operated rescue tool	1	10,820.00	10,820.00
274285000-1-e			*ENGRAVED* R 521EWXT Ram - TOOL ONLY Hurst eDraulic waterproof battery operated rescue tool	1	7,140.00	7,140.00
90-53-15			EWXT 9 Ah battery Hurst	6	680.00	4,080.00
90-53-21			EWXT Charger (110V) Hurst	3	470.00	1,410.00

Firehouse Subs Public Safety Foundation Grant Request

Department Name: CITY OF COCOA FIRE DEPARTMENT, 1740 Dixon Blvd, Cocoa FL 32922

Department POC: Sam Byrd; (321) 288-7045; sbyrd@cocoafl.org

MES POC: Tom Winkler; 727-808-5344; twinkler@mesfire.com

Subtotal	33,180.00
Shipping Cost (FedEx Ground)	0.00
Total	$33,180.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1356000

RESOLUTION NO. 2020-222

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2020-2021 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 27th day of October, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-011-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/15/20

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 33,180	001-0000-366.10-15	GR2106	Firehouse Subs Extrac Eq	$ 0	$ 0	$ 33,180	$ 33,180
$ 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
$ 33,180	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 33,180	001-2200-522.64-16	GR2106	Machinery & Equipment	$ 0	$ 0	$ 33,180	$ 33,180
$ 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
$ 33,180	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The City of Cocoa applied to the Firehouse Subs Foundation for funding to purchase battery powered extrication equipment to replace the currently used hydraulic equipment. The Firehouse Subs Foundation awarded the City a grant in the amount of $33,180 to purchase a cutter tool, spreader tool, ram tool and accompanying batteries and chargers. This equipment will be purchased by the foundation and donated to the City for use by the Fire Department. Agenda 20-715.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/27/20 *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.

10/15/20	Lea Malarae (Digitally signed by Lea Malarae Date: 2020.10.15 16:04:17 -04'00')	10/16/20	Lea Malarae (Digitally signed by Lea Malarae Date: 2020.10.16 11:47:24 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/15/20	Jonathan Lamm (Digitally signed by Jonathan Lamm Date: 2020.10.15 18:00:33 -04'00')	10/19/20	Lora Howell (Digitally signed by Lora Howell Date: 2020.10.19 09:24:57 -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 #: _____

Approved 07/13

Revised eform 9/18/20 - IT

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-717

File ID:	20-717	**Type:**	Ordinance	**Status:**	Public Hearing
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	10/13/2020
Subject:				**Final Action:**	

Title: Pass on 2nd Reading: ORDINANCE 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.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Ordinance 16-2020 (Revised) Amending Definition of Building Height 10-21-20.pdf, Legal Ad Proof - Bldg Height.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	dselig@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

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.

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

WHEREAS, the City Council desires to update the City Code relating to the definition of "building height" to exclude non-habitable roof space from its measurement for buildings with a residential use on the top floor; and

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

NOW, THEREFORE, 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 fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** Appendix A, Zoning, Article V of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in this Article. It is intended that the text in this Article denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance.):

APPENDIX A - ZONING

*** * ***

ARTICLE V. – DEFINITIONS

*** * ***

BUILDING, HEIGHT OF. The vertical ~~distance~~ dimension of a structure as measured from the established average sidewalk or street grade or finished grade at the building line, whichever is the highest, to (a) the highest point of a flat roof; (b) the deck line of a mansard roof; ~~or~~ (c) the peak of gable, hip or gambrel roofs; or (d) the highest ceiling point of heated and/or air conditioned habitable space in a building with residential uses on the top floor. Stair and elevator access to a roof deck shall not be considered habitable space.

*** * ***

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ___ day of _____, 2020.

_____

Jake Williams Jr., Mayor

ATTEST:

_____

Carie Shealy, City Clerk

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.: 0004419697
Pymt Method Invoice
Net Amt: $336.11

Run Times: 1

No. of Affidavits: 1

Run Dates: 10/19/20

Text of Ad:

AD#4419697 10/19/2020

CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

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.

CITY COUNCIL WILL CONSIDER THIS ITEM ON October 27, 2020 AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Public Participation and Special COVID-19 Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
•City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Members of the public have several options to participate in the public hearings.
(1)In-person attendance. Due to the COVID-19 Emergency and the need to maintain social distancing, meetings in the City Hall Council Chambers are limited to fifty (50) members in the audience at any one time. Members of the public may utilize the contact information provided below to contact the City Clerk and determine if restrictions on physical attendance at the City Council Chambers have been lifted prior to the date of the public hearings.
(2)Commenting in advance of the meeting. Interested persons are encouraged to provide written comments in advance of the hearings by emailing meetings@cocoafl.org or mailing to the following address:

City of Cocoa
Attn: Dodie Selig, Planning and Zoning Manager
65 Stone Street
Cocoa, FL 32922

Mailed comments must be received prior to 4:00 p.m. on the date of the hearing to be read into the record.
(3)Viewing and Commenting In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
•City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Interested persons may submit their written comments or questions during the hearings by email at: meetings@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by accessing the e-comment link for this meeting using the Legistar calendar link above. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk as provided below.
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

more members of the City Council may attend and participate by speakerphone.

General Notice Information:
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. 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.

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.

The City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-724

File ID:	20-724	**Type:**	Ordinance	**Status:**	Public Hearing
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	10/15/2020
Subject:				**Final Action:**	

Title: This is the second reading to 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.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Ordinance 08-2020 Lien Amnesty Program - 9-21-20 Draft.pdf, Legal Ad Ord. 08-2020 OrderConf.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	dcrowl@cocoafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

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.

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

WHEREAS, the City Council desires to create a new limited-duration Lien Amnesty Program, which provides an incentive for property owners to bring their properties into compliance with the City Code by offering a quick method to receive code enforcement lien reductions and releases of lien; and

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

NOW, THEREFORE, 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 fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** Chapter 6, Article II, Division 1 of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Chapter 6, Article II, Division 1. It is intended that the text in Chapter 6, Article II, Division 1 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance.):

CHAPTER 6 – BUILDINGS, CONSTRUCTION AND PROPERTY REGULATIONS

*** * ***

ARTICLE II. – CODE ENFORCMENT

*** * ***

DIVISION 1. – GENERALLY

*** * ***

Section 6-707.5. – City Lien Amnesty Program.

(a) *Creation of Lien Amnesty Program.* In addition to the procedures established in Section 6-707 above, related to satisfaction or release of code enforcement liens, the City Council intends to create a City of Cocoa Lien Amnesty Program, which shall operate as a supplementary method for certain eligible property owners with code enforcement liens affecting their property to come into compliance with the City Code, to obtain a quick reduction of their unpaid liens, and to obtain a release of lien from the City.

(b) *Eligible Liens for Reduction and Release.* Where a certified copy of an order imposing a penalty or fine, as described above in Section 6-705, has been recorded in the public records and has become a lien against the land and/or property, an eligible property owner may apply for participation in the Lien Amnesty Program to reduce and release the lien, except as otherwise provided in this Section. The Lien Amnesty Program is designed solely for reduction and release of code enforcement liens, except that nuisance abatement liens, special assessment liens, and other city costs for reasonable repairs and abatement actions shall not be reduced and must be paid in full upon submittal of an application for participation in the Lien Amnesty Program. Utility liens are not eligible for reduction and release under the Lien Amnesty Program.

(c) *Program Duration.* The Lien Amnesty Program shall operate on a limited-duration basis, from January 1, 2021 to June 30, 2022, and as either extended or renewed at times designated by resolution adopted by the City Council.

(d) *Eligibility of Property Owners.* Property owners seeking to participate in the Lien Amnesty Program shall meet the following criteria:

(1) The property owner must have brought the property for which an application is submitted into compliance with all City Codes and Ordinances for which a violation was found by the code enforcement board, as determined by an inspection of the property by Code Enforcement staff, and have no pending code enforcement or nuisance cases affecting such property.

(2) The property owner must have brought other properties owned in the City into compliance with all City Codes and Ordinances for which a violation has been found by the code enforcement board, as determined by an inspection of the properties by Code Enforcement staff, and have no pending code enforcement or nuisance cases affecting such properties.

(3) The property owner may not be the respondent in a pending foreclosure action instituted by the City.

(4) The property for which an application is submitted must be used as either a single-family residence, townhome or individually-owned condominium, except that owners of such properties are not eligible if the property is currently the subject of a rental agreement. Vacant, multi-family residential, and homeowner's association or condominium association commonly-owned properties are not eligible for participation in the Lien Amnesty Program.

(5) Where the code enforcement board has found a repeat violation, the property owner shall not be eligible for participation in the Lien Amnesty Program. A "repeat violation" shall be defined as provided in section 162.04, Florida Statutes, as adopted or hereafter amended.

(6) The property owner must be current on their property taxes.

(e) *Procedure for Participation in Lien Amnesty Program.*

(1) The property owner must submit an application for participation in the Lien Amnesty Program to the City of Cocoa Police Department, Code Enforcement Division. The application shall be accompanied by an administrative fee established by the City Manager, which shall offset the City's costs associated with releasing an eligible lien and other city administrative costs for the Lien Amnesty Program. The application shall also be accompanied by a cashier's check or money order made payable to the City of Cocoa for all of the City's liens for repair and abatement costs that remain outstanding. This amount may be obtained by consulting with the City's Code Enforcement staff prior to submitting an application. For properties with multiple liens, a single application and administrative fee may be submitted, but the reduced lien amount to be paid shall be separately calculated for each lien in accordance with the formula established in subsection (f) below. Application forms may be obtained from the City of Cocoa Police Department, Code Enforcement Division. The application shall contain the following information:

a. Code Enforcement Case Number;

b. Property address or Tax Parcel ID number associated with the lien and owner address and contact information;

c. A list of all other property addresses or Tax Parcel ID numbers for other properties owned by the property owner in the City; and

d. Whether the City Code Enforcement staff has inspected the property and determined that the property is in compliance and date of compliance inspection.

(2) Upon reviewing the application and making an initial determination that the property owner and liens requested to be reduced appear to be eligible for participation in the Lien Amnesty Program, Code Enforcement staff shall schedule an inspection of properties owned by the property owner in the City with either code enforcement liens currently attached, if code enforcement has not already determined the violations to be in compliance, or with pending code enforcement or nuisance cases on the properties.

(3) If the property owner is found to be in compliance, Code Enforcement staff shall notify the property owner of the reduced lien amount that must be paid, in accordance with the formula established in subsection (f) below, in order for the City to release the lien. The property owner must submit the reduced lien payment within 30 days of the Code Enforcement staff mailing the notification. Upon receipt of the payment, the City Manager or his or her designee shall record a release of lien in the official records. Should the property owner fail to make the payment, the property shall remain subject to the full value of the code enforcement lien, except that any nuisance abatement liens, special assessment liens, and other city costs for reasonable repairs and abatement actions may be released or partially released to the extent that they were paid upon submittal of the application for participation in the Lien Amnesty Program.

(f) *Calculation of lien reductions.* The following formula shall be used to determine the reduced lien amount that must be paid in order to release the code enforcement lien. Should the City Council desire to renew the Lien Amnesty Program in the future, the City Council may adjust the formula as it deems necessary in its resolution renewing the Program.

(1) Liens recorded between January 1, 2000 and December 31, 2012, the lesser of a 90 percent reduction or $2,500.00, plus the City's administrative costs associated with the code enforcement case.

(2) Liens recorded between January 1, 2013 and December 31, 2019, the lesser of a 95 percent reduction or $2,000.00, plus the City's administrative costs associated with the code enforcement case.

(3) Liens recorded on or after January 1, 2020, the reduced lien payment shall be solely the City's administrative costs associated with the code enforcement case.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 27th day of October, 2020.

_____

Jake Williams Jr., Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

First Reading: 10/13/2020
Second Reading: 10/27/2020
Legal Ad Published: 10/18/2020
Effective Date: 10/27/2020

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.: 0004423406
Pymt Method Invoice
Net Amt: $296.84

Run Times: 1

No. of Affidavits: 1

Run Dates: 10/18/20

Text of Ad:

AD#4423406 10/18/2020
CITY OF COCOA
NOTICE OF PUBLIC HEARING
October 27, 2020

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Tuesday, October 27, 2020, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council will consider adopting the following Ordinance on Second Reading, titled as follows:

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.

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

Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 14th
day of October, 2020.
Carie Shealy, MMC, City Clerk

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-744

File ID:	20-744	**Type:**	Informational Item	**Status:**	Public Hearing
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	10/20/2020
Subject:				**Final Action:**	

Title: Consideration of a Binding Development Agreement between the City of Cocoa, Florida and Lodging Decisions Inc. to allow an 8-story hotel with 100+ rooms, attached retail space and a parking garage structure, and to approve a conceptual development plan, on three parcels of land.

Internal Notes:

Sponsors:

Enactment Date:

Attachments: 603 Brevard Ave Development Agreement - 10-21-20 Draft, EXHIBIT A - Legal Description - Lots 2 and 3.pdf, EXHIBIT B - Legal Description - Lot 4.pdf, EXHIBIT C - Conceptual Development Plan 10-14-20.pdf, EXHIBIT D - Elevation Renderings 10-7-20.pdf, Exhibit E - Project History.pdf, Exhibit F - Utilities and Stormwater Assessment.pdf, Exhibit G - Factory Street ROW Vacation.pdf, Exhibit H - Public Access Easements.pdf, Exhibit I - Traffic Impact Analysis.pdf, Exhibit J - Economic Impact.pdf, Exhibit K - Eco-Freindly.pdf, Exhibit L - Elevation Renderings 9-18-20.pdf, Exhibit M - Real Estate Contract for Lot #4.pdf, Exhibit N - Contract Extension.pdf, Legal Ad Proof - 603 Brevard Ave.pdf

Enactment Number:

Recommendation:

Hearing Date:

Drafter: dselig@cocoafl.org

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

DRAFT 10/19/20

CITY OF COCOA

DEVELOPMENT AGREEMENT FOR 603 BREVARD AVENUE HOTEL PROJECT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and executed this _____ day of _____, 2020, by and between the **CITY OF COCOA**, a Florida Municipal Corporation ("City"), whose address is 65 Stone Street, Cocoa, Florida 32922 and **LODGING DECISIONS, INC.,** an Ohio corporation ("Developer"), whose address is 9889 Bainbridge Road, Chagrin Falls, Ohio 44023.

WITNESSETH:

WHEREAS, the Cocoa Community Redevelopment Agency ("Agency") is the owner of certain property with an address of 603 Brevard Avenue, Cocoa, Florida, located at the intersection of Brevard Avenue and Factory Street, being more particularly described on **Exhibit "A",** attached hereto and incorporated by this reference, consisting of Tax Parcel IDs 24-36-33-75-*-2 and 24-36-33-75-*-3 (the **"Agency Property"**); and

WHEREAS, the Agency acquired the Agency Property for redevelopment purposes in accordance with the Florida Community Redevelopment Act of 1969 (the **"Act"**); and

WHEREAS, in January 2018, Jack D. Brown and Lodging Decisions, Inc. submitted a proposal to the Agency titled "Proposal for Former Cocoa City Hall Redevelopment Site," which proposed that the Agency Property be redeveloped as a mixed-use hotel project consisting of at least seven stories, which exceeded the height limitation of the Commercial Business District-Cocoa Village Overlay zoning district; and

WHEREAS, after multiple public hearings and workshops, the City of Cocoa (hereinafter **"City" or "City of Cocoa"**) adopted via Ordinance No. 06-2018 on October 24, 2018, a zoning text amendment to allow for Large Scale Commercial/Mixed-Use Buildings on the Agency Property, among other properties, which effectively increased the allowed height on the Agency Property, though such maximum height could only be achieved with approval of a Development Agreement with the City of Cocoa, after Cocoa City Council consideration of certain factors; and

WHEREAS, on June 10, 2020, the Agency and the Developer entered into that certain Amended and Restated Redevelopment Agreement ("Redevelopment Agreement"), which established the development schedule and time periods during which the Agency Property would be expeditiously redeveloped for the betterment of the Cocoa Community Redevelopment Area as a mixed-use hotel project; and

WHEREAS, the Redevelopment Agreement further established three development "phases" for the Project: (1) Phase I, the primary objective of which is the preparation and execution of a Development Agreement with the City of Cocoa to approve the maximum height on the Agency Property and to approve a Conceptual Development Plan, subject to conditions; (2) Phase II, which involves a second round of review of the Project by the City and Agency, including the Developer's chosen national hotel brand, project financing commitments, a market feasibility study, and any revisions to the Conceptual Development Plan required by the national hotel brand; and (3) Phase III, which includes the actual permitting and construction of the Project; and

WHEREAS, this Agreement is intended to fulfill the requirements of Phase I of the Project, as described in the Redevelopment Agreement, which includes conditional approval of an eight-story (8) mixed-use hotel and the Conceptual Development Plan; and

WHEREAS, the Developer has also entered into a contract to purchase approximately 0.38 acres, more or less, of certain real property with an address of 625, 627 and 629 Brevard Avenue, located immediately south of the Agency Property, with Tax Parcel ID 24-36-33-75-*-4 and more particularly described in **Exhibit "B"**, attached hereto and incorporated by this reference (the **"Contract Purchase Property"**); and

WHEREAS, the Contract Purchase Property is also necessary to accommodate the Large Scale Commercial/Mixed-Use Building for the hotel project as depicted in the Conceptual Development Plan addressed in this Agreement; and

WHEREAS, upon the City Council and Agency's approval of this Agreement, the Developer shall have demonstrated initial suitability of the Agency Property and Contract Purchase Property for the Project and obtained initial City and Agency approval of the Project's design subject to additional conditions stated in the Redevelopment Agreement and development permits; and

WHEREAS, the Agency approved the Conceptual Development Plan described and attached herein at its meeting of October 27, 2020; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1.0 Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2.0 Authority. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and Section 15-21 of the City Code.

3.0 Redevelopment Agreement. The City and Developer recognize and agree that the City is not a party to the Redevelopment Agreement and that the Agency – not the City – is the owner of the Agency Property. Accordingly, this Agreement is not intended to alter the terms and obligations of the Redevelopment Agreement, including but not limited to, future permitting requirements, permitting schedule, effect of City and Agency approvals, and property acquisition schedule and requirements. Rather, this Agreement is intended to supplement the Redevelopment Agreement and refine any requirements that may be necessary from the City's perspective as the regulatory and permitting authority for the Property. Should any term or condition of the Agreement conflict with any term or condition of the Redevelopment Agreement, the Redevelopment Agreement shall control.

4.0 Condition – Acquisition of Contract Purchase Property and Agency Property by Developer; Partial Vacation of Factory Street. Developer represents and warrants to the City that it has entered into a binding written contract ("Purchase Agreement") to purchase the Contract Purchase Property and that the Developer intends to expeditiously pursue the completion of the closing on the Contract Purchase Property upon the Effective Date of this Agreement. Based on this representation and warranty to the City, Developer further represents and warrants to the City that it is empowered to negotiate and enter into this Agreement. However, the acquisition of fee title to the Contract Purchase Property by the Developer shall be a condition to the City's approval of a final site plan. As such, Developer shall keep the City fully apprised of the status of said closing and shall faithfully and expeditiously complete the closing no later than the date on which the Agency conveys the Agency's Property to the Developer. ('Closing Date"). If Developer fails to complete the closing by the Closing Date and the Agency does not convey the Agency's Property to the Developer as required by the Redevelopment Agreement, the City Council shall have the right, but not obligation, to terminate this Agreement by written notice. Upon the submittal of applications for a final site plan to the City, the Developer shall provide the City Manager and City Attorney a complete copy of a current title opinion for the Contract Purchase Property so the Parties can determine whether the title opinion, including exceptions, causes any material impediment to the development of the Property as described herein and in the Redevelopment Agreement. The City in its reasonable and sole discretion may declare any such impediment as a default, and Developer shall be afforded an opportunity to cure said default under Section 26.0 of this Agreement. If the Developer fails to cure said default, the City Council, in its sole discretion and by written notice, shall have the right to terminate this Agreement. Because the Conceptual Development Plan demonstrates that the Contract Purchase Property is necessary to accommodate the size of building and amenities contemplated for the Project, any references

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hereinafter in this Agreement to the "**Property**" shall include both the Agency Property and the Contract Purchase Property unless otherwise expressly stated.

In addition, the City recognizes that the Conceptual Development Plan depicts that an additional approximately 4,200 square-foot portion of the right-of-way on Factory Street is intended to be vacated and redeveloped for the Project. Pursuant to Section 9.B of the Redevelopment Agreement, vacation of the right-of-way shall occur no sooner than the commencement of construction. After the effective date of any vacation of Factory Street, references in this Agreement to the **"Property"** shall also automatically include such portion of Factory Street that is vacated.

5.0 Project Description and Requirements. Developer shall, at its expense, design, permit and construct an approximately 87,870 square-foot mixed-use hotel project with public access retail space fronting Brevard Avenue on the first floor and a parking garage. The project shall specifically consist of at least 100 hotel rooms and not more than 112 hotel rooms with ancillary meeting space, hotel office space, hotel sundries retail shop, breakfast area and lounge, kitchen, swimming pool, and roof top bar and lounge. The public access retail space, which is distinct from the hotel sundries retail shop, shall consist of a minimum of 3,600 square feet of space with pedestrian access from and onto Brevard Avenue. The parking garage shall be incorporated into the hotel building on floors one through four, and 100 parking spaces in the parking garage shall be reserved for public parking use without charge or fee to the public.

(Hereinafter the project description and requirements are referred to as the **"Project"**).

The Developer shall be specifically required to develop the Project to incorporate all amenities described above and as further required in this Agreement into the final site plan, and such amenities shall be maintained in good and working condition throughout the life of the Project. The Project is generally depicted on the Conceptual Development Plan, which consists of a proposed concept site plan that is attached hereto and fully incorporated by reference herein as **Exhibit "C"** ("Conceptual Development Plan"). The Project shall be constructed in accordance with the requirements set forth in this Agreement.

6.0 Conceptual Development Plan; Building Height. The Project shall be substantially developed in accordance with the Conceptual Development Plan which is attached hereto **Exhibit C**. The Conceptual Development Plan is intended to be the general blueprint which details key aspects of the future physical development of the Property. The Conceptual Development Plan shall also serve as a necessary guide for future permit applications and permitting necessary to complete the construction of the Project. Developer shall have the obligation to further submit and obtain the City's approval of a final site plan and final engineering plans (**"Final Site Plan"**) consistent with the Conceptual Development Plan in all material respects and in compliance with the City Code. The City and Developer expressly acknowledge and agree that the Conceptual Development Plan attached as **Exhibit C** was prepared prior to application for and submittal of attendant engineering plans, including detailed engineering analysis of required stormwater retention and fire flow for the Project. During the Final Site Plan process, the Project shall be duly engineered and provided to the City for consideration under applicable City Codes,

which must be observed and compliance achieved. Developer acknowledges and agrees that Developer shall proceed with Phase II of the Project at its own risk given that a full engineering analysis of the Property's suitability for the Project has not been performed. Should the City determine that the Conceptual Development Plan cannot be achieved while maintaining compliance with the City Code during the Final Site Plan process the City shall have the right to deny Final Site Plan approval and may terminate this Agreement at its discretion. Upon termination, the City shall have revoked any approval of the Conceptual Development Plan obtained in either Phase I or Phase II of the Project, which is expressly required as a condition of redeveloping the Property in accordance with the Redevelopment Agreement. In effect, upon termination, the Developer shall have no further right or obligation to develop the Property. As further described below in Section 20.0 and 25.0, the City further reserves its right to process any Final Site Plan application in accordance with its police power and regulatory authority, which may result in denial of the application should compliance with City Codes and this Agreement not be achieved. In either the case of termination or denial of Final Site Plan approval, each Party shall bear their own costs and expenses incurred up to such date. The execution of this Agreement and approval of the Conceptual Development Plan herein shall not be construed under any circumstances as binding the Agency to convey the Agency Property to the Developer, but merely constitutes initial approval of the Project design subject to future conditions imposed by the City or Agency and assurances of the Developer.

While the City recognizes this Conceptual Development Plan may be reasonably modified to accommodate necessary changes associated with final engineering of the Project, any such modification may not include (a) a different use of the Property; (b) an increase in the building height as approved herein; (c) a reduction in the required amenities as provided in Sections 5.0 and 8.0; or (d) a deviation from any condition provided in this Agreement. The Conceptual Development Plan shall be subject to reasonable adjustments at the Final Engineering Plan phase in order to bring the Project into full compliance with the City Code, and as a result, the exact location, layout and dimensions of the building, landscaping, entrances, utilities, parking and other site improvements may vary slightly between Conceptual Development Plan approval and approval of the Final Engineering Plans. These changes shall be allowed as long as the changes are consistent with the development standards noted in this Agreement and preserve the general character of the development shown on the Conceptual Development Plan.

In approving the Conceptual Development Plan attached hereto as **Exhibit C**, the City Council expressly authorizes herein through this Agreement as provided in Appendix A, Zoning, Article XI, Section 22(I), a Large Scale Commercial/Mixed-Use Building to be constructed on the Property, which may be a total of eight (8) stories in height. The City Council has considered the factors described in Section 22(I), including the economic and social benefits to the City and the Agency, aesthetic quality and character, architectural design, physical and visual scale in comparison with the surrounding buildings, and compatibility with the special and distinctive character of the Cocoa Village.

7.0 <u>Building Elevations and Floor Plans.</u> The building and related floor plans shall be constructed substantially in accordance with the building elevations and floor plans depicted and set forth on **Exhibit "D,"** which is attached hereto and incorporated herein by this

reference (**"Building Plans"**). Further, other aspects of the building façade and roof lines, color scheme, and architectural features depicted on the building may have to be adjusted during the City's final review and approval procedures to satisfy the requirements of the City Code.

8.0 Project Enhancements. In accordance with Section 15-21 of the City Code and in consideration of the variances and waivers granted in Section 9.0 below and, further, as a condition of the approval of a Large-Scale Commercial/Mixed-Use Building on the Property, the Developer agrees to incorporate the following development enhancements into the Final Site Plan:

(A) Parking. Pursuant to the requirements of the Redevelopment Agreement, 100 parking spaces in the parking garage shall be reserved for public parking use without charge or fee to the public. Prior to the issuance of any certificate of occupancy, the Developer shall deliver to the City a written, perpetual covenant in favor of the City of Cocoa and in a form acceptable to the City Attorney, reserving the parking spaces for the benefit of and use by the public in perpetuity and without charge or fee unless the City imposes such charge or fee for municipal purposes. In addition and in accordance with the Conceptual Development Plan, the Developer shall mill and resurface John Garren Lane and Factory Street along the entire length of the Project frontage, including all travel lanes and shoulders on both sides of each street. The Developer shall further install a total of fourteen (14) parallel, on-street parking spaces and a pave drain system along both sides of John Garren Lane. Sidewalks shall also be installed on both sides of John Garren Lane and Factory Street along the entire length of the Project frontage.

(B) Prior to the issuance of a certificate of occupancy, the Developer shall provide to the City public access easements in a form acceptable to the City Attorney for the portion of the future sidewalk located on the Property along the length of John Garren and a 24-foot wide public access easement for the drive aisle located on the southern portion of the Property between the 28 hotel parking spaces. The Developer and the City both acknowledge that the 24-foot wide public access easement for the drive aisle may be altered in the future should any changes to the Conceptual Development Plan in Phase II of the Project be approved by the City to include an expansion of the building footprint to the south. Additional easements for sidewalk and utilities shall be reserved for the City when vacating the portion of Factory Street as described in the Conceptual Development Plan.

(C) All utilities constructed on the Property including, but not limited to, electric, water, sewer, cable, phone, fiber optics, natural gas and other similar kinds of utilities to service the Property shall be constructed underground unless otherwise necessary to be above ground and approved by the City.

(D) The Project shall incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, and energy efficient HVAC systems.

9.0 **Variances and Waivers.** In accordance with Section 15-21 of the City Code and, in exchange for the significant project enhancements described above in Section 8.0, the City Council hereby approves the following variance and waiver from the City Code:

(A) Appendix A Zoning, Article XI, Section 22(I) Cocoa Waterfront Overlay District. The minimum frontage buildout of ninety percent (90%) may be decreased to seventy-eight percent (78%).

(B) Appendix A Zoning, Article XI, Section 22(I) Cocoa Waterfront Overlay District. Upon the partial vacation of Factory Street, the maximum street setback from Factory Street of 10 feet shall be exceeded to a minimum of 20 feet and a maximum of 36 feet on the Property.

(C) Appendix A Zoning, Article XI, Section 22(I) Cocoa Waterfront Overlay District. The maximum side street setback from Brevard Avenue of 10 feet shall be exceed to a maximum of 23.2 feet.

(D) Appendix A Zoning, Article XI, Section 22(I) Cocoa Waterfront Overlay District. The maximum side street setback from John Garren Lane of 10 feet shall be exceeded to a maximum of 29 feet.

(E) Appendix A Zoning, Article XII, Section 1(c) Off-Street Parking and Loading Regulations. The definition of "off-street" parking shall be relaxed to include rectangular parking areas measuring nine (9) feet by eighteen (18) feet, exclusive of access drives and aisles, for purposes of this Project, rather than ten (10) feet by twenty (20) feet as is typically required.

10.0 **Representations of the Parties**. The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer, constitute a legal, valid and binding obligation enforceable against the parties hereto. Upon acquisition of the Property by the Developer and the recording of this Agreement in the Public Records of Brevard County, Florida, the Agreement shall be a binding obligation upon the Property in accordance with the terms and conditions of this Agreement. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Property to the terms and conditions set forth in this Agreement.

11.0 **Successors and Assigns**. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same upon being duly recorded against the Property by the City.

12.0 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be in Brevard County, Florida or, for federal court actions, in Orlando, Florida.

13.0 Amendments. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Council.

14.0 Entire Agreement; Exhibits. This Agreement and all attached exhibits hereto supersede any other agreement, oral or written, regarding the Property and contain the entire agreement between the City and Developer as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

15.0 Severability. If any provision of this Agreement shall beheld to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

16.0 Effective Date. This Agreement shall become effective upon approval by the City Council and execution of this Agreement by both parties hereto.

17.0 Recordation. Upon full execution by the Parties and the closings on the Contract Purchase Property and Agency Property as required by Section 4.0, this Agreement shall be recorded in the Public Records of Brevard County, Florida by the City.

18.0 Relationship of the Parties. The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner, which would indicate any such relationship with the other.

19.0 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00).

20.0 City's Police Power. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

21.0 Interpretation. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

22.0 Third-Party Rights. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

23.0 Specific Performance. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

24.0 Attorney's Fees. In connection with any arbitration or litigation arising out of this Agreement, each party shall be responsible for their own attorney's fees and costs.

25.0 Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend or terminate any and all certificates of occupancy for any building, trailer, structure or unit if Developer is in breach of any term and condition of this Agreement.

26.0 Default. Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement or an action for specific performance and/or injunctive relief. Prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action.

27.0 Termination. In addition to those circumstances allowing termination as already expressly provided herein, the City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to adhere to the development schedule and deadlines as established in the Redevelopment Agreement. In addition, the City shall have the right, but not obligation, to terminate the Agreement if Developer permanently abandons construction of the Project, provided, however, the City shall first deliver written notice and an opportunity to cure to the defaulting party as set forth in Section 26.0 above. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Brevard County, Florida. This Agreement may otherwise be terminated by mutual written agreement of the Parties.

28.0 Indemnification and Hold Harmless. Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer

hereby agrees to indemnify, release, and hold harmless the City and its elected officials, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by Developer and Developer's contractor's and subcontractor's performance of design, permit and construction activities in furtherance of constructing the Project under this Agreement and the operation and maintenance of the Project thereafter. This indemnification shall survive the termination of this Agreement.

29.0 Force Majeure. The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("Time Period") constitutes a default under the terms of this Agreement and, if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party, including, but not limited to, acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Uncontrollable Event"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event. The extended time period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party.

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

For the City:

City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

For Developer:

Jack D. Brown and Lodging Decisions, Inc.
514 L.M. Davey, L.E.
Titusville, FL 32780

With additional notice to:

Patrick D. Quinn
Registered Agent
2802 Som Center Road
Suite 102
Willoughby Hills, OH 44094

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

31.0 Assignment. Prior to completing the construction of the Project and reaching final build-out of the Project, Developer shall not assign this Agreement without the prior written consent of the City. However, Developer shall be entitled to assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which Developer or its members are members or interest holders. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of Developer's obligations, commitments, representations, and warranties under this Agreement. Such assignment shall also require the written approval of the City by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld. In any assignment, the rights and obligations contained herein shall be binding on successors in interest to the Property, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of the following witnesses:

_____
Signature of Witness

_____
Printed Name of Witness

_____
Signature of Witness

_____
Printed Name of Witness

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

APPROVED AS TO FORM AND LEGALITY

ATTEST:

By: _____
Carie Shealy, City Clerk

By: _____
Anthony A. Garganese, City Attorney

CITY SEAL

DRAFT

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 Stockton Whitten, the City Manager of the City of Cocoa, a Florida municipal corporation, on behalf of the corporation, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

Signed, sealed and delivered in the presence of the following witnesses:

LODGING DECISIONS, INC.

_____
Print name and title: _____

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

_____
Signature of Witness

_____
Printed Name of Witness

STATE OF _____
COUNTY OF _____

DRAFT

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2020, by_____, the _____of Lodging Decisions, Inc.**,** a foreign corporation, on behalf of the corporation, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

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EXHIBIT A
LEGAL DESCRIPTION OF AGENCY PROPERTY

DRAFT

EXHIBIT B
LEGAL DESCRIPTION OF CONTRACT PURCHASE PROPERTY

DRAFT

EXHIBIT C
CONCEPTUAL DEVELOPMENT PLAN

DRAFT

EXHIBIT D
BUILDING PLANS

DRAFT

EXHIBIT A
LEGAL DESCRIPTION OF AGENCY PROPERTY

Lots 2 and 3, SINGLETON'S FIRST ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 28, of the Public Records of Brevard County, Florida

EXHIBIT B
LEGAL DESCRIPTION OF CONTRACT PURCHASE PROPERTY

LOT 4 OF PLAT OF SINGLETON'S ADDITION TO COCOA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CONCEPTUAL HOTEL SITE PLAN
COCOA, FLORIDA
603 BREVARD AVE.

DEVELOPMENT TEAM

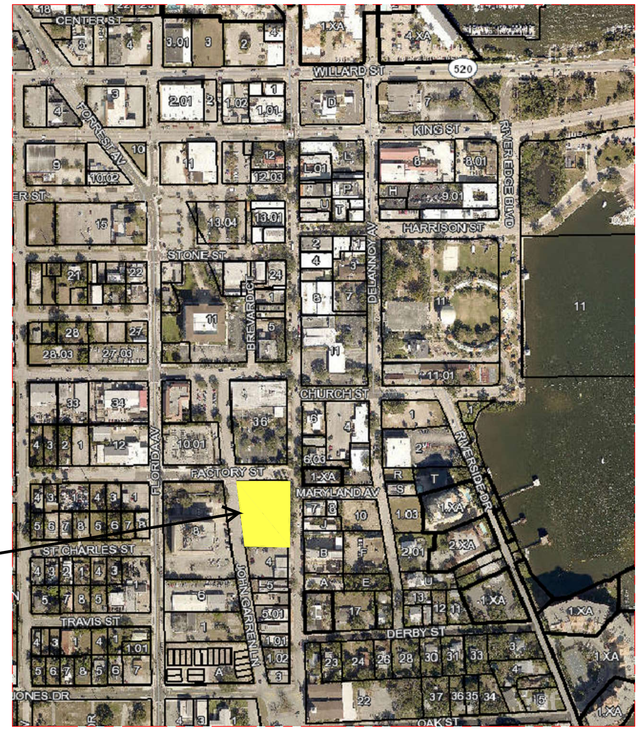
LAND OWNER
COCOA REDEVELOPMENT AGENCY
603 BREVARD AVE.
COCOA, FL 32922

DEVELOPER
LODGING DECISIONS INC.
JACK BROWN
514 L.M. DAVEY LANE
TITUSVILLE, FL 32780
216-970-6599
EMAIL: jbhotel217@gmail.com

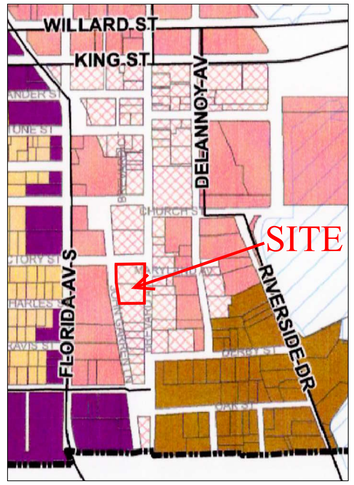
ARCHITECT
ARCHITECTURAL DESIGN AND ASSOCIATES
ADELSON RAMOS
601 YONGE ST., SUITE 4
ORMOND BEACH, FL 32174
386-676-2686
EMAIL: adelson@architecturald.com

LANDSCAPE ARCHITECT
SUSAN HALL
EMAIL: susan@hall-la.com
321-449-0790

CIVIL ENGINEER
HONEYCUTT AND ASSOCIATES, INC.
3700 S. WASHINGTON AVE.
TITUSVILLE, FL 32780
321-267-6233
EMAIL: rick@honeycutt.cc



VICINITY MAP



ZONING MAP

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HILTON HOTEL PARKING REQUIREMENTS

HILTON HOTEL PARKING REQUIREMENTS

USE	RATIO	UNIT	QUANTITY	REDUCTION ALLOWED	TOTAL PARKING REQUIRED
ROOMS	1/ROOM	ROOM	107		107
MANAGER	1	EA	1		1
EMPLOYEES	1/3 EMP.	EA	9		3
MEETING ROOM 2,520 SF	1/60 SF	SF	2520		42
ROOFTOP BAR	1/4 seats	SEATS	126	50%	16
RETAIL	1/600 SF	SF	3,600		6
OPEN AIR CAFE	1/2 SEATS	SEATS	28	50%	7
TOTAL HOTEL PARKING REQUIRED					182
PUBLIC PARKING REQUIRED					100
PARKING LOST ON FACTORY ST.					11
TOTAL PARKING REQUIRED					293
TOTAL PARKING PROVIDED (see below)					293

HANDICAP REQUIRED	7
HANDICAP PROVIDED	7

PARKING PROVIDED FLOOR	PARKING	HC
1ST	17	1
2ND	77	2
3RD	77	2
4TH	80	2
PARKING LOT SOUTHERN	28	
JOHN GARREN STORMWATER PAVE DESIGN	14	
TOTAL	293	7

FLOOR TO AREA CALCULATION F.A.R.

FLOOR LEVEL		OCCUPIED (sf)
1ST	HOTEL/MEETING/ RETAIL	16,662
	RETAIL SPACE	3,600
	MEETING ROOM SPACE	2,520
2ND	PARKING	-
3RD	PARKING	
4TH	PARKING	
5TH	ROOMS	19,919
6TH	ROOMS	19,919
7TH	ROOMS	19,919
8TH	ROOF TOP BAR	5,333
TOTALS		87,872
SITE AREA		54,555
FACTORY VACATION		4,237
TOTAL SITE AREA		58,792
F.A.R.	PROVIDED	**1.49**
F.A.R.	ALLOWED	**2.00**

WITH PARTIAL VACATION OF FACTORY

SITE COVERAGE

SITE COVERAGE

USE	AREA (sf)	PERCENT	
BLDG FOOTPRINT	34,470	58.4%	
SIDEWALKS/ PAVEMENT	6,660		
FACTORY ST IMPERVIOUS	3,082		
28 SPACE PARKING LOT	8,090		
TOTAL IMPERVIOUS	52,302	89.0%	95% ALLOWED PER D.A.
LANDSCAPE PERVIOUS	6,490	11.0%	
TOTAL SITE AREA + FACTORY RW	58,792	100.0%	

BUILDING SETBACKS FROM ROW

STREET	CODE MIN (ft)	CODE MAX (ft)	PROVIDED (ft)
JOHN GARREN	5	10	13.8
FACTORY	0	10	0'
BREVARD AVE.	0	5	0.9

ZONING: CBD-CVO CENTRAL BUSINESS DISTRICT
COCOA VILLAGE OVERLAY

GENERAL STATEMENT

THE PROPOSED PROJECT WILL BE DEVELOPED AS A HOTEL IN COCOA VILLAGE.
THE HOTEL WILL BE 8 FLOORS WITH A TOTAL HEIGHT OF 85 FT.

THERE WILL BE A TOTAL OF 107 HOTEL UNITS, LOCATED ON 3 FLOORS. LEVELS 5,6,7
THERE WILL BE A PARKING GARAGE ON LEVELS 1,2,3,4
FIRST FLOOR IS THE CHECK IN LOBBY, HOTEL OFFICES, KITCHEN, BREAKFAST AREA.
1,300 SF HOTEL SUNDRIES RETAIL, MAINTENANCE, 2,520 SF MEETING AREA
3,600 SF PUBLIC ACCESS RETAIL OFF BREVARD AVE.,
THERE WILL BE AN OUTDOOR EATING AREA ASSOCIATED WITH THE HOTEL ALONG BREVARD AVE.
A 28 SPACE PARKING LOT WILL BE ADDED TO THE SOUTH SIDE OF THE BUILDING.

THERE WILL BE A SWIMMING POOL ON THE 5TH LEVEL.
FACTORY STREET WILL REMAIN 2 WAY. PARKING ON THE NORTH SIDE WILL BE REMOVED.
THE SITE WILL HAVE A COVERED DROP OFF AREA WHICH EXTENDS TO THE MIDDLE OF THE EXISTING FACTORY ST. RW
4,237 SF OF FACTORY ST. WILL BE VACATED AND INCORPORATED INTO THE SITE PLAN.
DEVELOPER SHALL BE RESPONSIBLE FOR RELOCATION OF UNDERGROUND UTILITIES AND DRAINAGE OUTSIDE OF BUILDING AND CANOPY AREAS. VACATED PORTION OF FACTORY ST. WILL BE REPLACED WITH PUBLIC ACCESS, DRAINAGE, UTILITY AND SIDEWALK EASEMENTS.

100 OF THE TOTAL PARKING SPACES PROVIDED SHALL BE DESIGNATED AS PUBLIC PARKING.

THE HOTEL SHALL HAVE A FULLY AUTOMATIC SPRINKLER SYSTEM
PARKING GARAGE HEIGHT CLEARANCE: 8.0'
PARKING GARAGE WILL HAVE STANDPIPES

STORMWATER MANAGEMENT WILL BE PROVIDED IN ACCORDANCE WITH CITY OF COCOA CODE.
STORMWATER MANAGEMENT SHALL BE UNDERGROUND.

TWO OF THE LARGE CONRETE FPL POWER POLES ARE THE FRONT ENTRANCE, WILL HAVE TO BE REMOVED, AND THE ELECTRIC LINES BURIED UNDERROUND ACOSS THE ENTIRE NORTH SIDE OF THE SITE. THIS WORK IS TO BE DONE BY FPL AND PAID FOR BY THE DEVELOPER. THE CONCRETE POWER POLE AT THE NE CORNER WILL BE PRESERVED
WATER AND SEWER TREATMENT PLANT CAPACITY SHALL BE PROVIDED BY THE CITY OF COCOA.
DEVELOPER IS RESPONSIBLE FOR BRINGING WATER AND SEWER FACILIITES OF ADEQUATE CAPACITY TO THE SITE TO SERVE THE PROPOSED BUILDING. DEVELOPER SHALL PROVIDE ANY ADDITIONAL FIRE HYDRANTS AND WATER MAINS NEEDED FOR THE SITE PLAN.

SITE AREA: 54,555 SF (1.25 AC)
FACTORY ST. VACATION: 4,237 SF
TOTAL PROPOSED SITE AREA: 58,792 SF (1.35 AC)

CENTRAL BUSINESS DISTRICT STANDARDS

	CODE	PROVIDED
MINIMUM LOT AREA	4,000 SF	59,319 SF
MINIMUM LOT WIDTH	40 FT	152 FT
MINIMUM LOT DEPTH	100 FT	229 FT
MAXIMUM BUILDING HEIGHT	65 FT	85 FT
MAXIMUM NUMBER OF FLOORS	8	8

104 FT ALLOWABLE BUILIDNG HEIGHT APPROVED LAST YEAR FOR ALL THE LAND IN THIS SITE PLAN
PROPOSED BUILDING HEIGHT
ROOF 72'3"
TOP OF STRUCTURE 8TH FLOOR 81'4"
PARAPET 85.0'

DESCRIPTION:

LOTS 2,3 and 4 OF **PLAT OF SINGLETON'S ADDITION TO COCOA**, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

REVISION NUMBER	DATE	REVISION DESCRIPTION
		INITIAL PLAN SUBMITTAL DATE:

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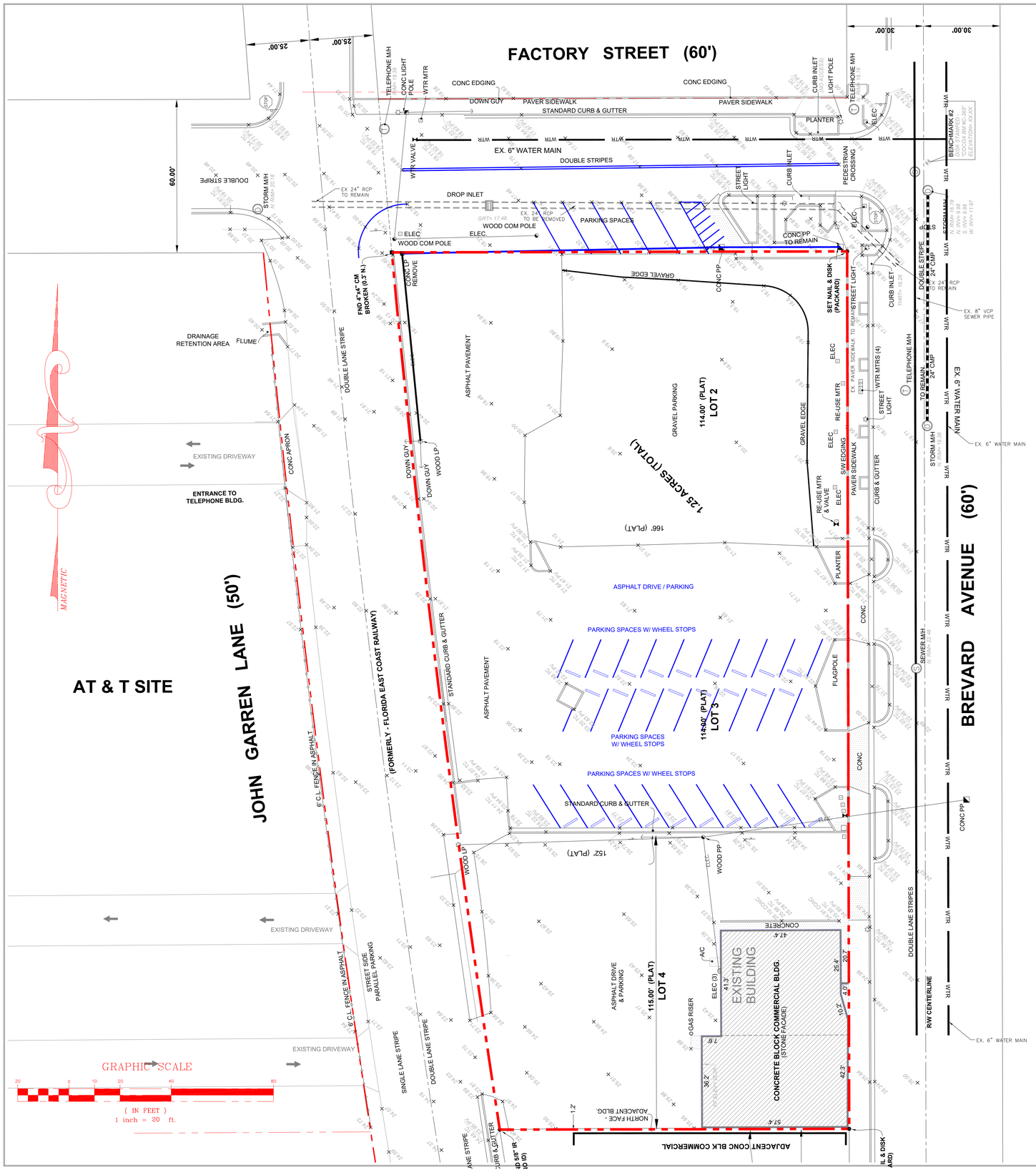
RICHARD J. KERN PE
39737
STATE OF FLORIDA
SEAL
DATE 10-14-20

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COVER SHEET

HILTON GARDEN HOTEL
603 BREVARD AVE.
COCOA, FLORIDA

SHEET NO: C 1.1
FILE NAME:



DESCRIPTION:

LOTS 2 AND 3 OF **PLAT OF SINGLETON'S ADDITION TO COCOA**, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

SURVEY NOTES:

BEARING STRUCTURE - BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE) / NAD '83.

ELEVATIONS - BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD OF '88) AS REFERENCED TO USC & GS MONUMENT #X-228, ELEVATION = 25.28.
- 'PV' = ELEVATIONS ON "PAVEMENT"
- 'TC' = ELEVATIONS ON "TOP OF CURB"
- 'SW' = ELEVATIONS ON "SIDEWALK"

UTILITIES - LOCATIONS DEPICTED ARE BASED ON (a) FIELD SURVEY OF VISIBLE FACILITIES (i.e., POLES, VALVES, MANHOLES, HYDRANTS, ETC.); (b) GRAPHIC LOCATIONS TRANSCRIBED FROM AVAILABLE AS-BUILT DOCUMENTATION; (c) MARKINGS DEPICTING UNDER-GROUND UTILITIES (IF AVAILABLE).
- * OTHER UNDER-ROUND UTILITIES MAY EXIST WHICH HAVE NOT BEEN LOCATED
- * ALL UNDER-GROUND UTILITIES AND THEIR LOCATIONS MUST BE CONFIRMED PRIOR TO ENGINEERING DESIGN AND ANY EXCAVATION / CONSTRUCTION

JOHN GARREN LANE - THE LOCATION AND CURVE DATA DEPICTED IS BASED ON THAT FLORIDA EAST COAST RAILWAY CO. RIGHT OF WAY MAP LABELED V.2/S.L.13.C - STATION 9129+04.6 TO STATION 9180+25.9, DATED DECEMBER 31, 1927.

PROPERTY ADDRESSES - LOTS 2 & 3 = 603 BREVARD AVENUE, COCOA, FLORIDA 32922
LOT 4 = 625 BREVARD AVENUE, COCOA, FLORIDA 32922

RESERVATION - THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, LIMITATIONS AND / OR RIGHTS OF WAY OF RECORD.

REVISION NUMBER	DATE	REVISION DESCRIPTION

INITIAL PLAN SUBMITTAL DATE:
PROJECT NO: 19-0007623.2 ASSOCIATED JOB NO: 19-0007623

RICHARD J. KERN PE
39727
STATE OF FLORIDA

SEAL

DATE 10-14-2020

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EXISTING CONDITIONS

CONCEPTUAL HOTEL SITE PLAN

COCOA, FLORIDA

SHEET NO: C 2.1

FILE NAME:



EXISTING AERIAL

CONCEPTUAL HOTEL SITE PLAN

COCOA, FLORIDA

SHEET NO: C 2.2

FILE NAME:

Honeycutt & Associates, Inc.
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RICHARD J. KERN PE
39737
STATE OF FLORIDA

SEAL

DATE 10-14-20

REVISION NUMBER	DATE	REVISION DESCRIPTION

INITIAL PLAN SUBMITTAL DATE:

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FACTORY STREET (60')

BREVARD AVENUE (60')

JOHN GARREN LANE (50')

AT & T SITE

REMOVE ALL EXISTING ONSITE PAVING AND CURBING

PAVING AND SIDEWALKS TO BE REMOVED IN RW OF FACTORY ST.

CONCRETE BLOCK COMMERCIAL BLDG. (STONE FACED)

EXISTING BUILDING

LOT 4

115.00' (PLAT)

152' (PLAT)

ADJACENT CONC BLK COMMERCIAL

NORTH FACE - ADJACENT BLDG.

ASPHALT DRIVE / PARKING

ASPHALT DRIVE & PARKING

ASPHALT PAVEMENT

GRAVEL PARKING

PARKING SPACES W/ WHEEL STOPS

CONNECT TO EX. SEWER

REMOVE EX. CURBING

REMOVE EX. STRIPES

REMOVE POWER POLE AND OVERHEAD ELEC.

RELOCATE EX. OVERHEAD POWER LINES UNDERGROUND

REMOVE OVERHEAD ELEC

REMOVE POWER POLE

REMOVE CURBING

REMOVE STANDARD CURB & GUTTER

REMOVE OVERHEAD ELEC

REMOVE MAJOR CONRETE POWER POLE

PRESERVE MAJOR CONCRETE POWER POLE

CONC PP TO REMAIN

EX. 24" RCP TO REMAIN

EX. 24" RCP TO BE REMOVED

EX. 8" VCP SEWER PIPE

EX. PAVER SIDEWALK TO REMAIN

DRAINAGE RETENTION AREA

FLUME

EXISTING DRIVEWAY

ENTRANCE TO TELEPHONE BLDG.

6' C.L. FENCE IN ASPHALT

STREET SIDE PARALLEL PARKING

SINGLE LANE STRIPE

DOUBLE LANE STRIPE

DOUBLE STRIPE

DOUBLE LANE STRIPES

R/W CENTERLINE

(FORMERLY - FLORIDA EAST COAST RAILWAY)

60.00'

25.00'

30.00'

CONC EDGING

DOWN GUY

PAVER SIDEWALK PRESERVE

STANDARD CURB & GUTTER PRESERVE

CONC LIGHT POLE

WTR MTR

TELEPHONE MH

CURB INLET

LIGHT POLE

PLANTER

ELEC

BENCHMARK #2

WTR VALVE

DOUBLE STRIPES REMOVE

STREET LIGHT

PEDESTRIAN CROSSING

STORM MH

DROP INLET

WOOD COM POLE

ELEC

GRAVEL EDGE

CONC PP

CONC INLET

DOUBLE STRIPE

24" CMP

TO REMAIN

WTR MTRS (4)

RE-USE MTR

SW EDGING

PAVER SIDEWALK

CURB & GUTTER

RE-USE MTR & VALVE

FLAGPOLE

SW GRADE LEVEL RETAIL STORES

SEWER MH

CONC

WOOD LP

DOWN GUY

A/C

ELEC (3)

GAS RISER

47.4'

41.3'

25.4'

20.7'

10.2'

4.0'

7.6'

42.3'

38.2'

1.2'

STANDARD CURB & GUTTER

SINGLE LANE STRIPE

DOUBLE LANE STRIPE

CURB & GUTTER

EXISTING DRIVEWAY

EXISTING DRIVEWAY

CONC APRON

DOUBLE LANE STRIPE

DOUBLE STRIPE

STORM MH

EX 24" RCP TO REMAIN

DROP INLET

WOOD COM POLE

ELEC

PARKING SPACES

CONC PP TO REMAIN

CONC PP REMOVE

PRESERVE MAJOR CONCRETE POWER POLE

REMOVE EX. STRIPES

GRAVEL EDGE

CONC PP

CONNECT TO EX. SEWER

REMOVE MAJOR CONRETE POWER POLE

STREET LIGHT

CURB INLET

DOUBLE STRIPE

24" CMP

EX. 24" RCP TO REMAIN

EX. 8" VCP SEWER PIPE

EX. PAVER SIDEWALK TO REMAIN

ELEC

WTR MTRS (4)

STREET LIGHT

RE-USE MTR

ELEC

SW EDGING

PAVER SIDEWALK

CURB & GUTTER

RE-USE MTR & VALVE

ELEC

TELEPHONE MH

TO REMAIN

24" CMP

STORM MH

REMOVE POWER POLE

REMOVE OVERHEAD ELEC

DOWN GUY

WOOD LP

DOWN GUY

GRAVEL PARKING

GRAVEL EDGE

ASPHALT PAVEMENT

REMOVE

DOUBLE STRIPES REMOVE

WTR VALVE

STREET LIGHT

CURB INLET

PEDESTRIAN CROSSING

PLANTER

ELEC

TELEPHONE MH

CONC LIGHT POLE

WTR MTR

CONC EDGING

DOWN GUY

PAVER SIDEWALK PRESERVE

STANDARD CURB & GUTTER PRESERVE

CONC EDGING

CURB INLET

LIGHT POLE

PAVER SIDEWALK PRESERVE

TELEPHONE MH

REMOVE EX. CURBING

REMOVE EX. CURBING

DOUBLE STRIPE

STORM MH

EX 24" RCP TO REMAIN

60.00'

25.00'

25.00'

30.00'

30.00'

ASPHALT DRIVE / PARKING

PARKING SPACES W/ WHEEL STOPS

PARKING SPACES W/ WHEEL STOPS

PARKING SPACES W/ WHEEL STOPS

ASPHALT PAVEMENT

STANDARD CURB & GUTTER

FLAGPOLE

SW GRADE LEVEL RETAIL STORES

CONC

CONC

CONC PP

SEWER MH

DOUBLE LANE STRIPES

R/W CENTERLINE

ADJACENT CONC BLK COMMERCIAL

NORTH FACE - ADJACENT BLDG.

1.2'

57.4'

ASPHALT DRIVE & PARKING

115.00' (PLAT)

LOT 4

152' (PLAT)

WOOD LP

ELEC

WOOD PP

CONCRETE

47.4'

A/C

ELEC (3)

41.3'

GAS RISER

EXISTING BUILDING

CONCRETE BLOCK COMMERCIAL BLDG. (STONE FACED)

25.4'

20.7'

10.2'

4.0'

7.6'

42.3'

38.2'

EXISTING DRIVEWAY

EXISTING DRIVEWAY

6' C.L. FENCE IN ASPHALT

6' C.L. FENCE IN ASPHALT

STREET SIDE PARALLEL PARKING

SINGLE LANE STRIPE

DOUBLE LANE STRIPE

CURB & GUTTER

SINGLE LANE STRIPE

(FORMERLY - FLORIDA EAST COAST RAILWAY)

AT & T SITE

JOHN GARREN LANE (50')

BREVARD AVENUE (60')

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

1 inch = 20 ft.

MAGNETIC

REVISION NUMBER	DATE	REVISION DESCRIPTION

INITIAL PLAN SUBMITTAL DATE:

RICHARD J. KERN PE 39727
STATE OF FLORIDA

SEAL

DATE 10-14-20

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DEMOLITION PLAN

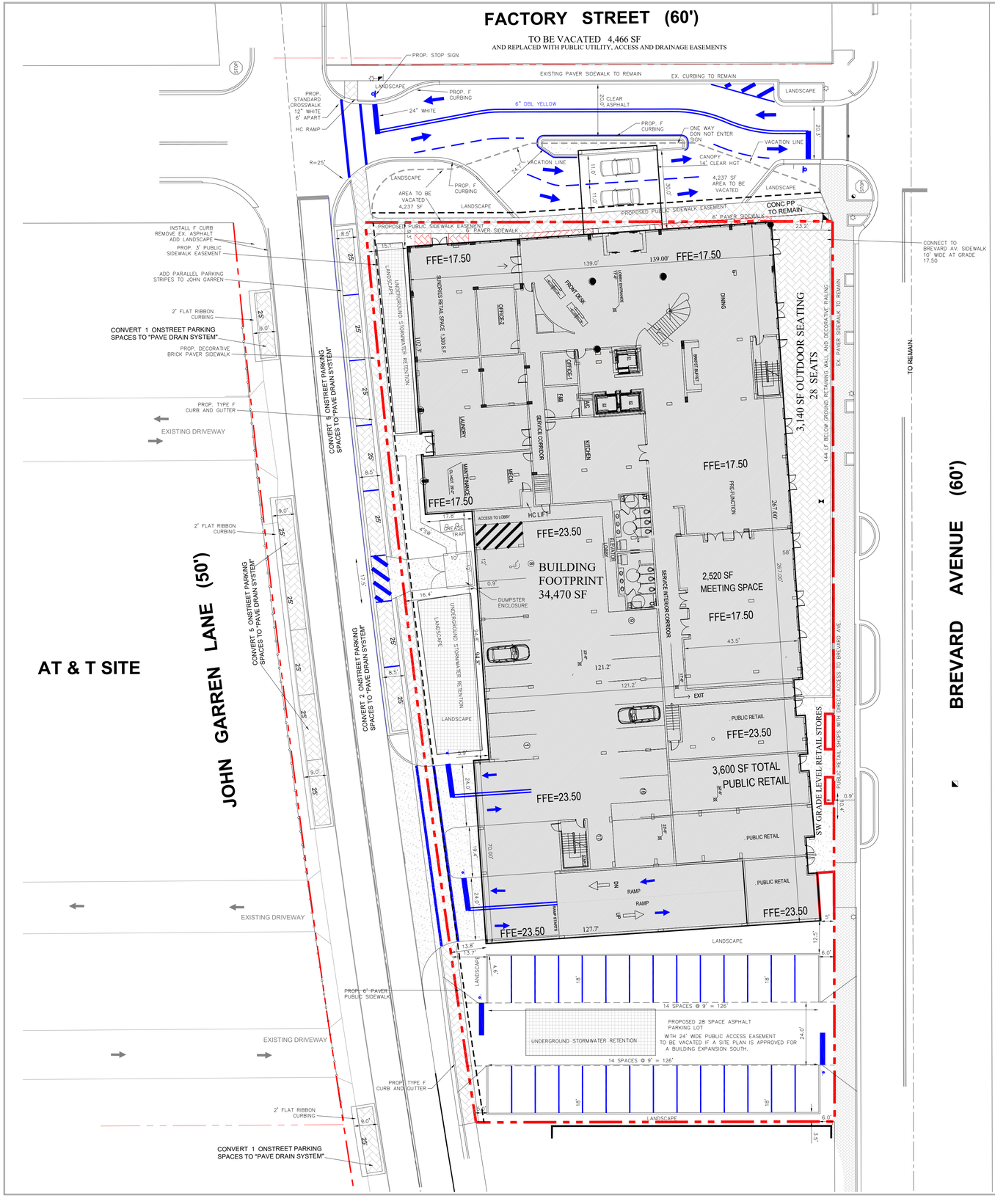
CONCEPTUAL HOTEL SITE PLAN

COCOA, FLORIDA

SHEET NO: C 2.3

FILE NAME:

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SITE PLAN NOTES

1. DEVELOPER SHALL HAVE JOHN GARREN LANE MILLED AND RESURFACED ALONG THE ENTIRE LENGTH THE PROJECT FRONTAGE.
2. CONSTRUCTION OF ON STREET PARKING SHOULD MATCH THE LOOK OF BREVARD AVE.
3. THE ENTIRE PORTION OF FACTORY STREET BEING VACATED SHALL BE REPLACED WITH A PUBLIC ACCESS EASEMENT, PUBLIC DRAINAGE AND UTILITY EASEMENT. AND A PUBLIC SIDEWALK EASEMENT. THESE SHALL BE DONE CONCURRENTLY WITH THE VACATION.

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

MAGNETIC

REVISION NUMBER | DATE | REVISION DESCRIPTION

INITIAL PLAN SUBMITTAL DATE:
PROPOSED 120 UNIT HOTEL WITH 28 SEAT OUTDOOR SEATING AND 3,600 SF OF PUBLIC RETAIL

RICHARD J. KERN PE 39737
STATE OF FLORIDA
SEAL
DATE 10-14-20

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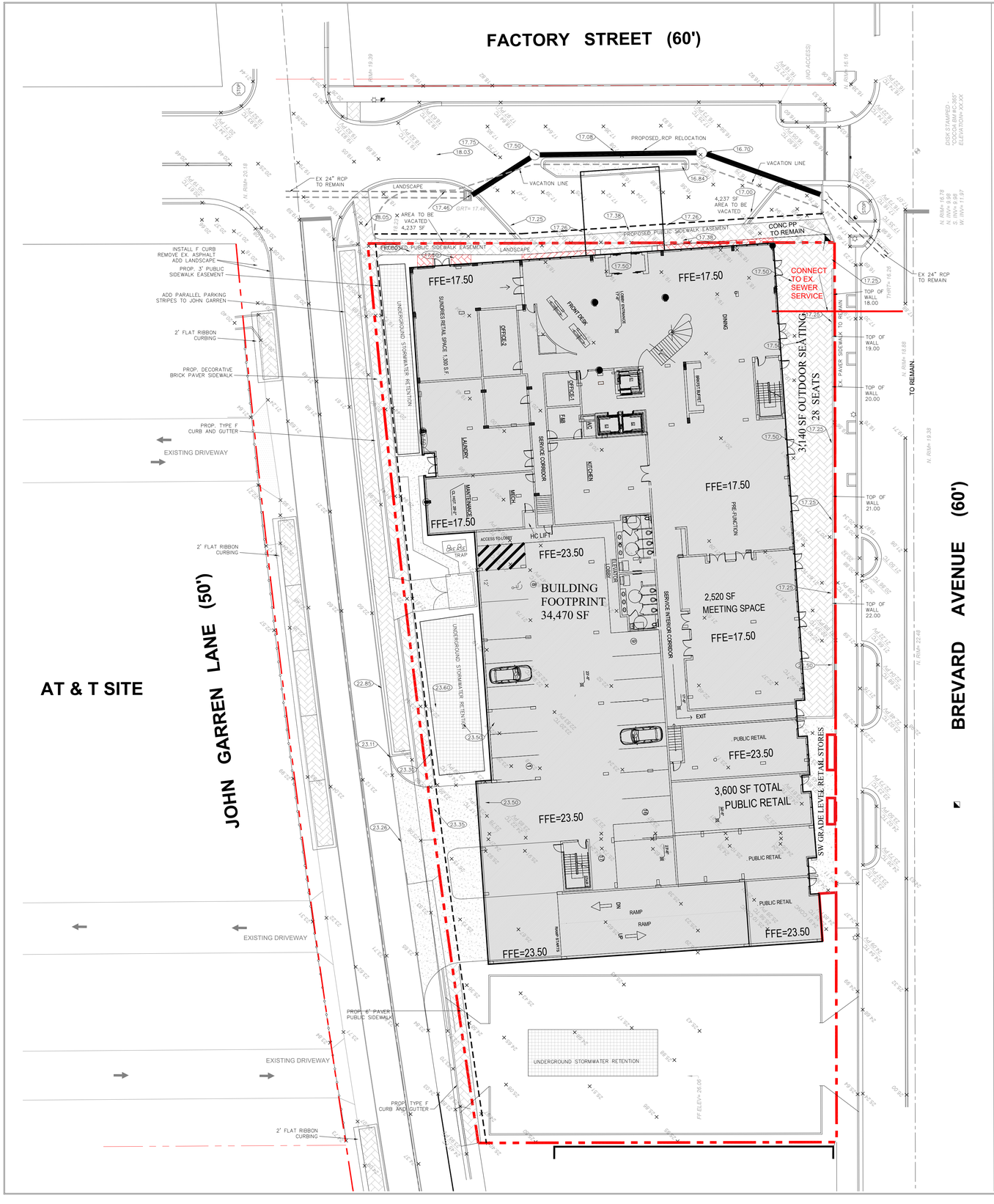
SITE PLAN

CONCEPTUAL HOTEL SITE PLAN

COCOA, FLORIDA

SHEET NO: C 3.1

FILE NAME:



DRAINAGE

1. PROVIDE FOR 1" OF RUNOFF.
   SITE AREA: 54,555 SF
   1" OF RUNOFF X 54,555 SF = 4,546 CF MINIMUM REQUIRED.
2. DRAINAGE SYSTEM SHALL BE DESIGNED TO H ANDLE THE 25 YEAR 24 HOUR STORM EXPERIENCE.
3. THE STORMWATER TREATMENT SYSTEM SHALL BE CONNECTED TO THE CITY OF COCOA SYSTEM FOR OVERFLOW.
4. DRAINAGE SYSTEM SHALL BE DESIGNED TO MEET CITY CODE OF ORDINANCES AND COMPREHENSIVE PLAN, AS WELL AS SJRWMD REQUIREMENTS.

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

MAGNETIC

REVISION NUMBER | DATE | REVISION DESCRIPTION

INITIAL PLAN SUBMITTAL DATE:
PROOFSET SUBMITTAL & RESPONSE TO 1ST REVIEW COMMENTS

RICHARD J. KERN PE 39727
STATE OF FLORIDA

SEAL

DATE 10-14-20

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PAVING, GRADING AND DRAINAGE PLAN

CONCEPTUAL HOTEL SITE PLAN

COCOA, FLORIDA

SHEET NO: C 3.2

FILE NAME:

FACTORY STREET (60')

6" DBL YELLOW

ONE-WAY
DON NOT ENTER
SIGN

PROPOSED PUBLIC SIDEWALK EASEMENT

INSTALL F CURB
REMOVE EX. ASPHALT
ADD LANDSCAPE

PROP. 3' PUBLIC
SIDEWALK EASEMENT

ADD PARALLEL PARKING
STRIPES TO JOHN GARREN

2' FLAT RIBBON
CURBING

PROP. DECORATIVE
BRICK PAVER SIDEWALK

PROP. TYPE F
CURB AND GUTTER

2' FLAT RIBBON
CURBING

AT & T SITE

JOHN GARREN LANE (50')

FFE=17.50

SUBGRADE STAIR SPACE - 100 S.F.

UNDERGROUND STORMWATER RETENTION

FRONT DESK

LOBBY ENTRANCE

DINING

CONNECT
TO EX.
SEWER
SERVICE

3,140 SF OUTDOOR SEATING
28 SEATS

EX. PAVER SIDEWALK TO REMAIN

LAUNDRY

SERVICE CORRIDOR

KITCHEN

MAINTENANCE

CLOSET

PRE-FUNCTION

ACCESS TO LOBBY

HC LIFT

FFE=23.50

BUILDING
FOOTPRINT
34,470 SF

ELEVATOR

SERVICE INTERIOR CORRIDOR

2,520 SF
MEETING SPACE

EXIT

PUBLIC RETAIL

3,600 SF TOTAL
PUBLIC RETAIL

GRADE LEVEL RETAIL STORES

RAMP

EXISTING
BUILDING

PROP. 6" PAVER
PUBLIC SIDEWALK

PROP. TYPE F
CURB AND GUTTER

2' FLAT RIBBON
CURBING

BREVARD AVENUE (60')

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

MAGNETIC

REVISION DESCRIPTION

REVISION NUMBER	DATE

INITIAL PLAN SUBMITTAL DATE:

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RICHARD J. KERN PE
39737
STATE OF FLORIDA

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DATE 10-14-2020

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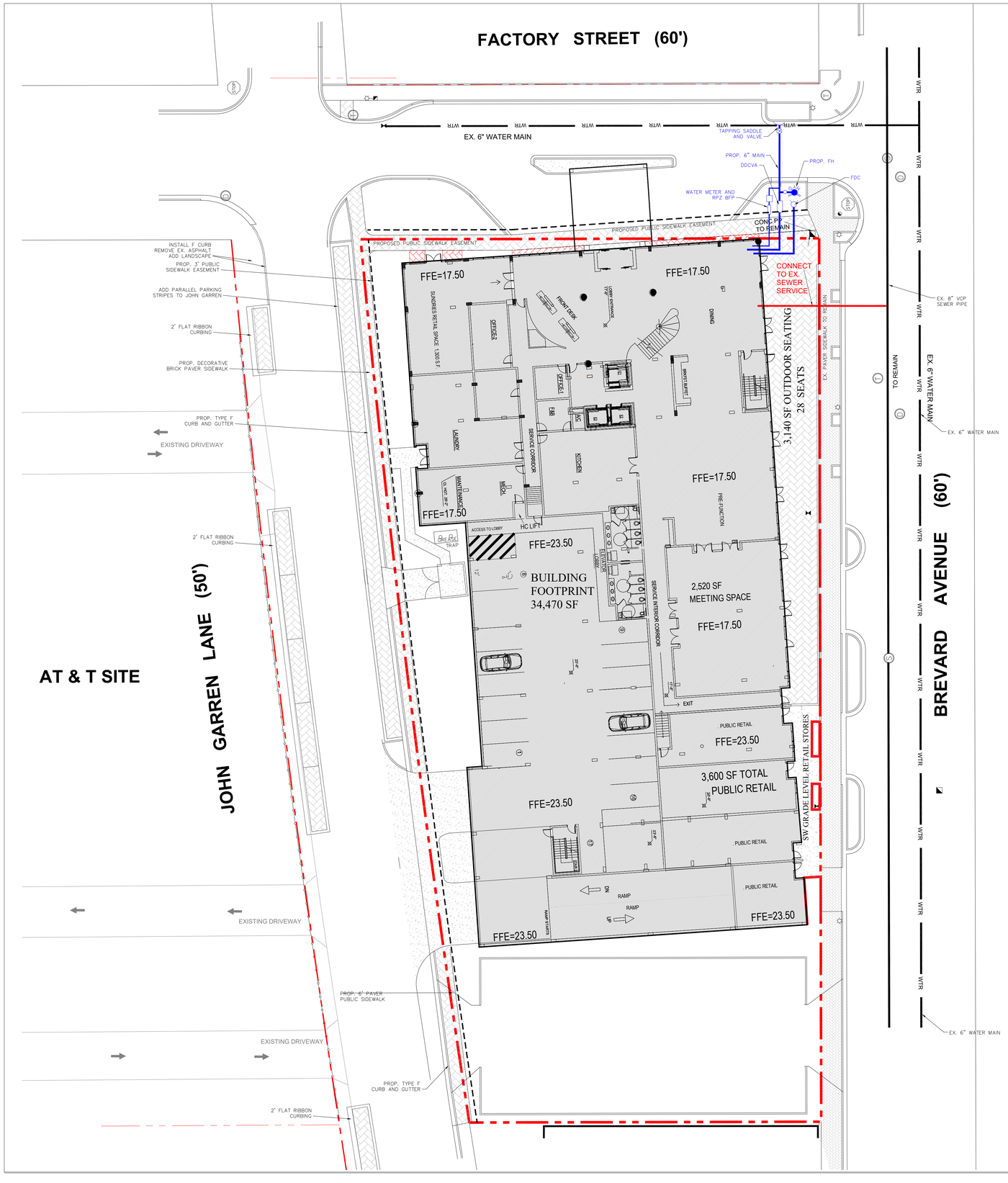
SITE PLAN WITH AERIAL

CONCEPTUAL HOTEL SITE PLAN

COCOA, FLORIDA

SHEET NO: C 3.3

FILE NAME:



THE PORTION OF FACTORY STREET WHICH IS VACATED WOULD HAVE A PUBLIC UTILITY, DRAINAGE, AND SIDEWALK AND VEHICLE ACCESS EASEMENT CREATED OVER IT.

WATER AND SEWER CONNECTIONS

THE PROPOSED HOTEL SHALL CONNECT TO CITY OF COCOA WATER AND SEWER SYSTEM.
THE BUILDING SHALL HAVE AN AUTOMATIC SPRINKLER SYSTEM TO COVER THE ENTIRE BUILDING AS REQUIRED BY THE CITY OF COCOA BUILDING DEPARTMENT.
IT IS THE PROJECT DEVELOPERS RESPONSIBLITY TO PROVIDE AND INSURE ADEQUATE WATER TO THE SITE FOR FIRE PROTECTION AS WELL AS DOMETIC POTABLE WATER DEMANDS.
DEVELOPER SHALL PROVIDE THE CITY OF COCOA WITH A WATER SYSTEM ANALYSIS AS PART OF THE FINAL SITE CONSTRUCTION PLAN APPROVAL PROCESS THAT CLEARLY DEMONSTRATES THAT THERE IS ADEQUATE FIRE FLOW TO MEET THE CITY REQUIREMENTS FOR THIS BUILDING. DEVELOPER SHALL BE RESPONSIBLE TO DESIGN, AND BUILD AND PAY FOR ANY WATER MAIN EXTENSIONS OR IMPROVEMENTS NEEDED TO PROVIDE THE FIRE FLOW AND POTABLE DRINKING WATER REQUIRED BY THE CITY OF COCOA.

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

MAGNETIC

REVISION NUMBER	DATE	REVISION DESCRIPTION

INITIAL PLAN SUBMITTAL DATE:
PROPOSED 120 UNIT/ 90 KEY HOTEL AND RETAIL DEVELOPMENT

RICHARD J. KERN PE
39737
STATE OF FLORIDA
SEAL

DATE 10-14-20

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WATER AND SEWER PLAN

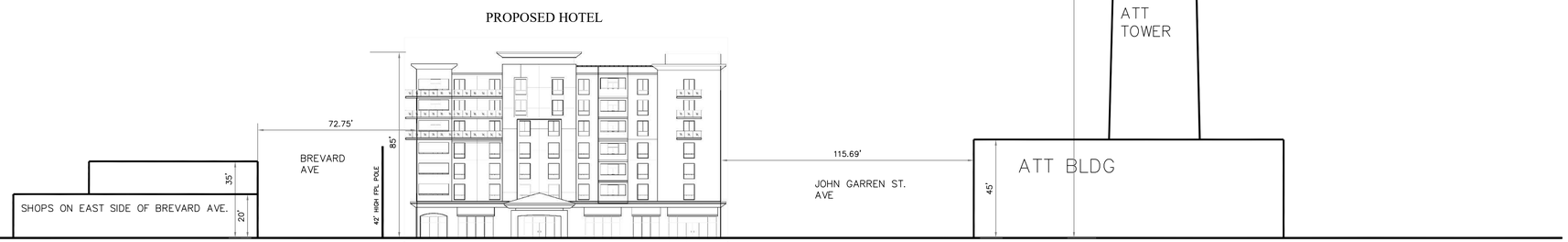
CONCEPTUAL HOTEL SITE PLAN

COCOA, FLORIDA

SHEET NO: C 3.4

FILE NAME:

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PERSPECTIVE SECTION LOOKING SOUTH

HORIZONTAL SCALE 1" = 30'
VERTICAL SCALE 1" = 30'



PERSPECTIVE SECTION LOOKING WEST

HORIZONTAL SCALE 1" = 30'
VERTICAL SCALE 1" = 30'

REVISION NUMBER	DATE	REVISION DESCRIPTION

INITIAL PLAN SUBMITTAL DATE:

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RICHARD J. KERN PE
REGISTRATION # 39737
STATE OF FLORIDA

SEAL

DATE 10-14-20

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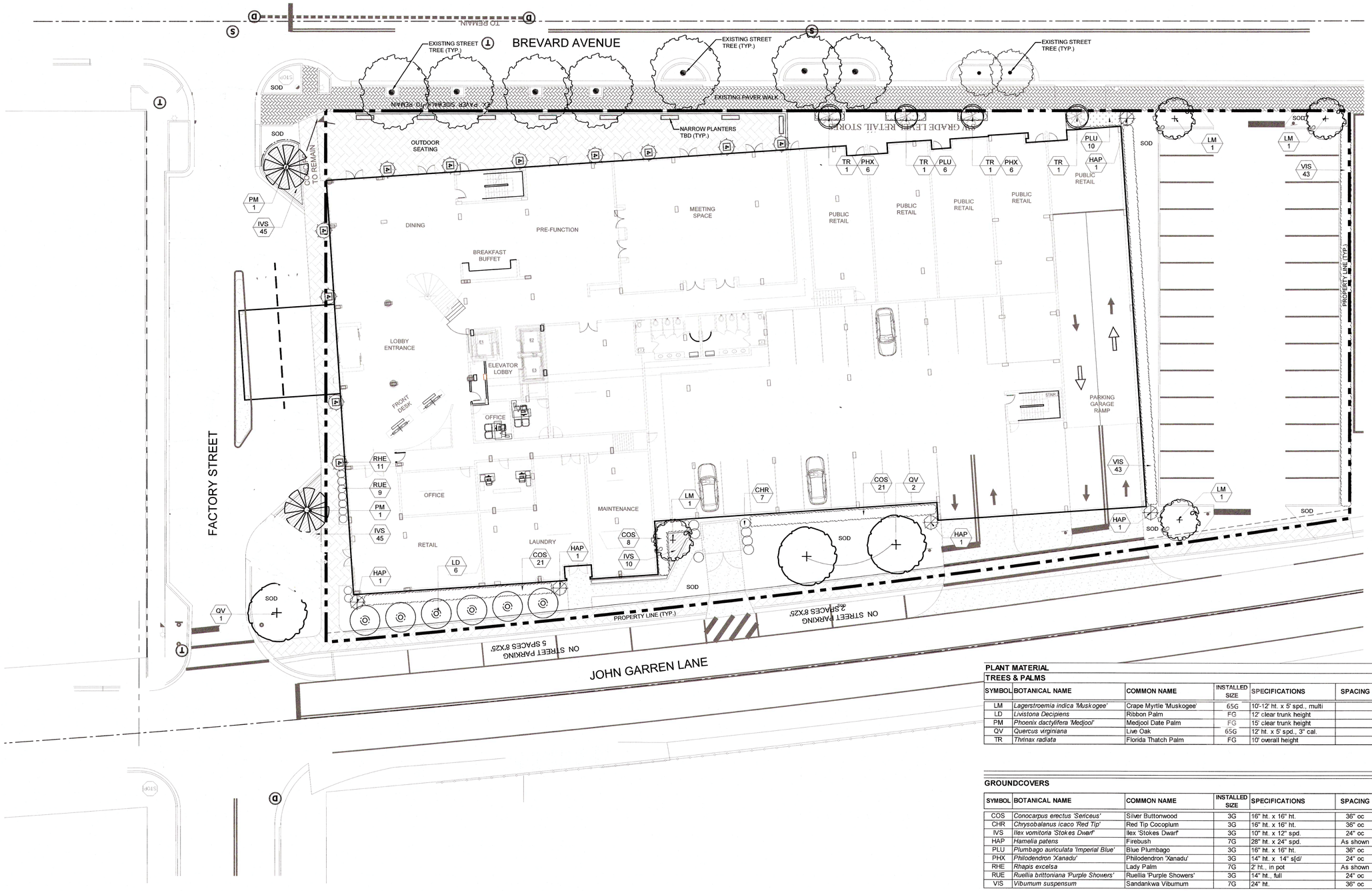
PERSPECTIVE SECTIONS

CONCEPTUAL HOTEL SITE PLAN

COCOA, FLORIDA

SHEET NO: C 3.5

FILE NAME:



PLANT MATERIAL

TREES & PALMS

SYMBOL	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	SPECIFICATIONS	SPACING	NATIVE	WATER WISE
LM	*Lagerstroemia indica 'Muskogee'*	Crape Myrtle 'Muskogee'	65G	10'-12' ht. x 5' spd., multi			✓
LD	*Livistona Decipiens*	Ribbon Palm	FG	12' clear trunk height			✓
PM	*Phoenix dactylifera 'Medjool'*	Medjool Date Palm	FG	15' clear trunk height			✓
QV	*Quercus virginiana*	Live Oak	65G	12' ht. x 5' spd., 3" cal.		✓	✓
TR	*Thrinax radiata*	Florida Thatch Palm	FG	10' overall height		✓	✓

GROUNDCOVERS

SYMBOL	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	SPECIFICATIONS	SPACING	NATIVE	WATER WISE
COS	*Conocarpus erectus 'Sericeus'*	Silver Buttonwood	3G	16" ht. x 16" ht.	36" oc	✓	✓
CHR	*Chrysobalanus icaco 'Red Tip'*	Red Tip Cocoplum	3G	16" ht. x 16" ht.	36" oc	✓	✓
IVS	*Ilex vomitoria 'Stokes Dwarf'*	Ilex 'Stokes Dwarf'	3G	10" ht. x 12" spd.	24" oc	✓	✓
HAP	*Hamelia patens*	Firebush	7G	28" ht. x 24" spd.	As shown	✓	✓
PLU	*Plumbago auriculata 'Imperial Blue'*	Blue Plumbago	3G	15" ht. x 16" ht.	36" oc		✓
PHX	*Philodendron 'Xanadu'*	Philodendron 'Xanadu'	3G	14" ht. x 14" s[d/	24" oc		✓
RHE	*Rhapis excelsa*	Lady Palm	7G	2' ht., in pot	As shown		✓
RUE	*Ruellia brittoniana 'Purple Showers'*	Ruellia 'Purple Showers'	3G	14" ht., full	24" oc		✓
VIS	*Viburnum suspensum*	Sandankwa Viburnum	7G	24" ht.	36" oc		✓

0' 4' 8' 16' 24' 32' 48'

SCALE: 1/16" = 1'-0"

Susan Hall, ASLA
LANDSCAPE ARCHITECTURE
LC26000357
4425 CROOKED MILE RD.
MERRITT ISLAND, FL 32952
PHONE: (321) 449-0790
FAX: (321) 449-1225
www.hall-la.com

Hilton Garden Inn
Cocoa Village
Cocoa, FL

SHEET TITLE
Site Landscape Concept

DATE
07-08-20

DESIGN
S.H.

DRAWN
M.M.

SCALE
1/16" = 1' - 0"

REVISIONS

SEAL

SHEET L-1 OF 3

LANDSCAPE PLANTERS & PLANT MATERIAL (T.B.D.)

UP

PAVERS

UP

POOL

PAVERS

UP

PAVERS

UP

LANDSCAPE PLANTERS & PLANT MATERIAL (T.B.D.)

VENDING

WOMEN

MEN

5'-3"

STAIRS-1

ELEV.

ELEV.

ELEV.

27 28 29 30 31 32 33 34 35

26 25 24

23 22 21 20 19 18 17 16 15 14

01 02 03 04 05 06 07 08 09 10 11 12 13

0' 4' 8' 16' 24'

SCALE: 1/8" = 1'-0"

Susan Hall, ASLA
LANDSCAPE ARCHITECTURE
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MERRITT ISLAND, FL 32952
PHONE: (321) 449-0790
FAX: (321) 449-1225
www.hall-la.com

Hilton Garden Inn
Cocoa Village
Cocoa, FL

SHEET TITLE
Pool Deck Landscape Concept

DATE 07-08-20

DESIGN S.H.

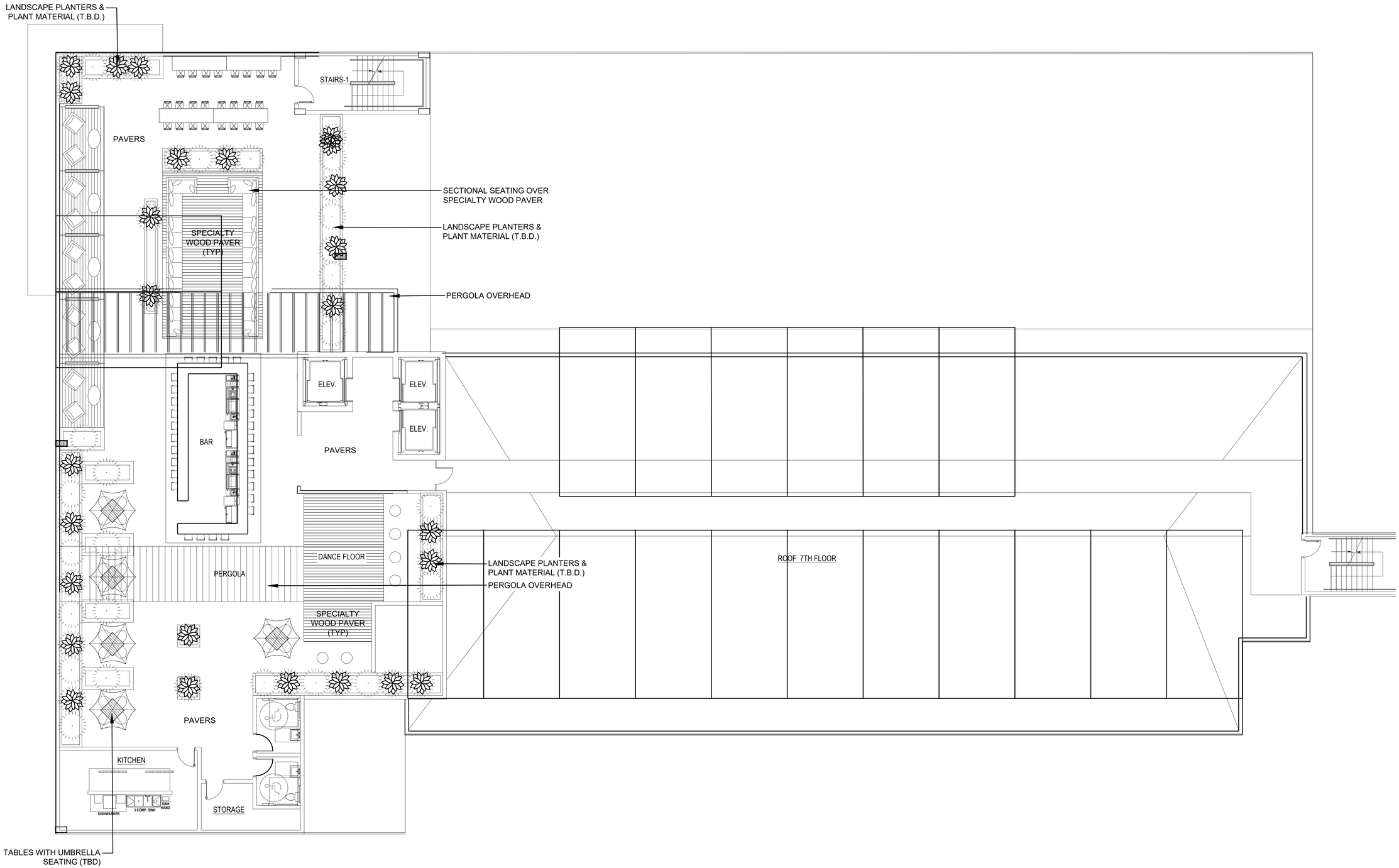
DRAWN M.M.

SCALE 1/8" = 1' - 0"

REVISIONS

SEAL

SHEET L-2 OF 3



0' 4' 8' 16' 24'

SCALE: 1/8" = 1'-0"

Susan Hall, ASLA
LANDSCAPE ARCHITECTURE
LC26000357
4425 CROOKED MILE RD.
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PHONE: (321) 449-0790
FAX: (321) 449-1225
www.hall-la.com

Hilton Garden Inn
Cocoa Village
Cocoa, FL

SHEET TITLE
Roof Bar Landscape Concept

DATE
07-08-20

DESIGN
S.H.

DRAWN
M.M.

SCALE
1/8" = 1' - 0"

REVISIONS

SEAL

SHEET L-3 OF 3

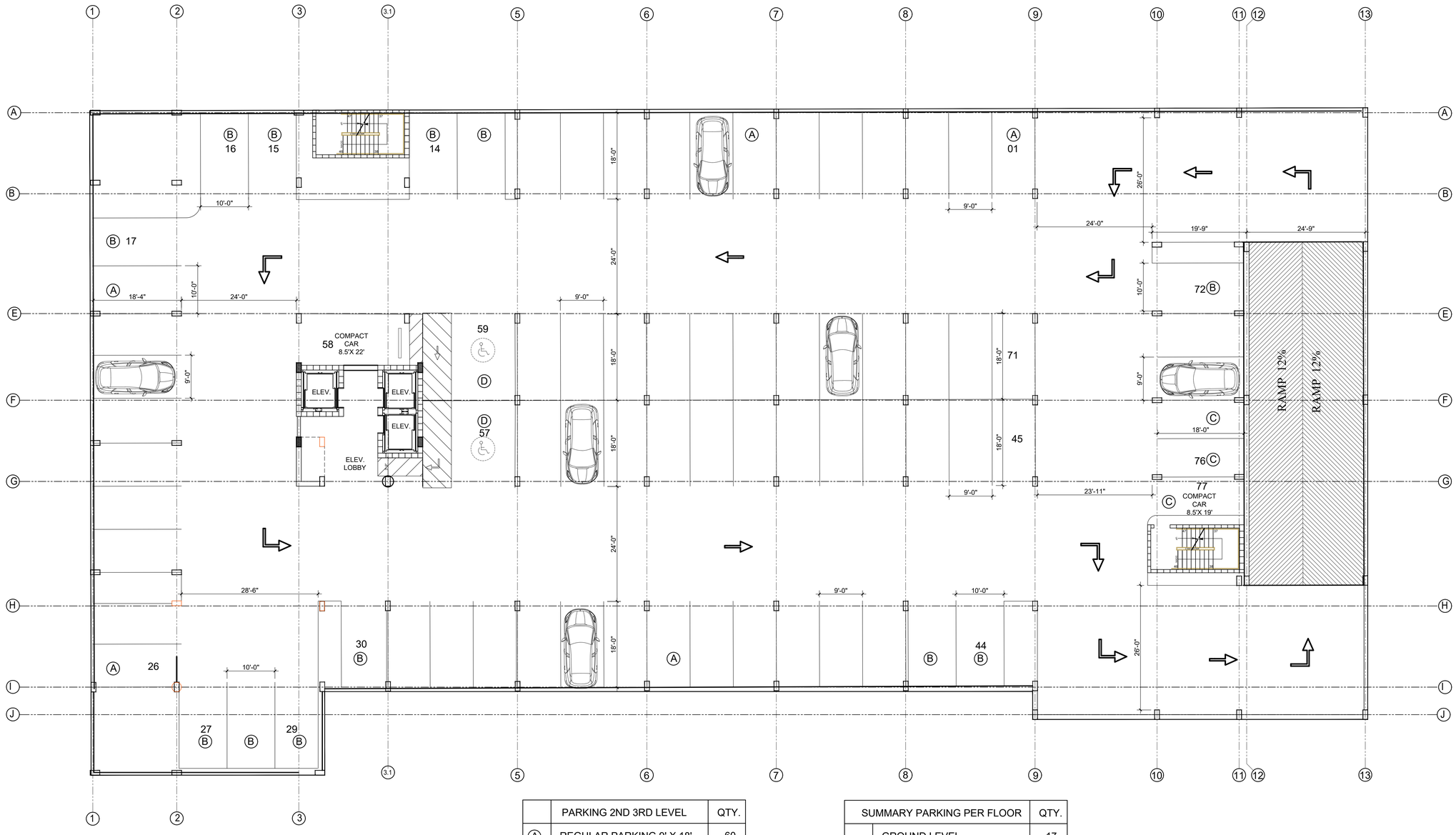
STAIR 1
DINING
PRE-FUNCTION
BRKFST.BUFFET
2,520 SF. MEETING SPACE
17'-6"
EXIT
RETAIL- 3,600 SF.
RETAIL-
RETAIL-
23'-6"
SERVICE INTERIOR CORRIDOR
LOBBY ENTRANCE
17'-6"
E1
E2
E3
ELEVATOR LOBBY
A/C
KITCHEN
FRONT DESK
OFFICE-1
F&B
SERVICE CORRIDOR
DN
ACCESS TO LOBBY
OFFICE-2
WORK STATION
WORK STATION
MECH.
LEVEL
17'-6"
LAUNDRY
RETAIL- A 1,300 S.F.
CL HGT. 34'-2"
RAMP
DN
UP
STAIR 2
RAMP STARTS
10'-0"
24'-0"
9
16
17
8
1
6
7
8
9
10
11
12
13
5
1
2
3

CONCEPTUAL

GROUND FLOOR PLAN
SCALE: 1/8" = 1'-0"

09-09-20

A
1



	PARKING 2ND 3RD LEVEL	QTY.
A	REGULAR PARKING 9' X 18'	60
B	EXTENDED PARKING 10' X 18'	12
C	COMPACT PARKING 8.5' X 18'	3
D	ACCESSIBLE SPACES	2
	TOTAL 2nd 3rd LEVEL (each)	77

SUMMARY PARKING PER FLOOR	QTY.
GROUND LEVEL	17
2ND LEVEL	77
3RD LEVEL	77
4TH LEVEL	80
TOTAL PARKING GARAGE	251

CONCEPTUAL

2ND 3TH FLOOR PLAN

SCALE: 1/8" = 1'-0"

ARCHITECTURAL DESIGN
+ ASSOCIATES INC.
AA26001959
801 S. Yonge St. Suite 4 Ormond Beach, FL 32174
Ph: (386) 676 2686

CONCEPTUAL HILTON HOTEL PRODUCT COCOA FLORIDA

2ND - 3RD FLOOR

SEAL

RICHARD BROOKFIELD
PRINCIPAL ARCHITECT

TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH SECTION 110.8.4.4 FBC-B AND CHAPTER 633, FLORIDA STATUES.

DRAWN BY: AD+A INC

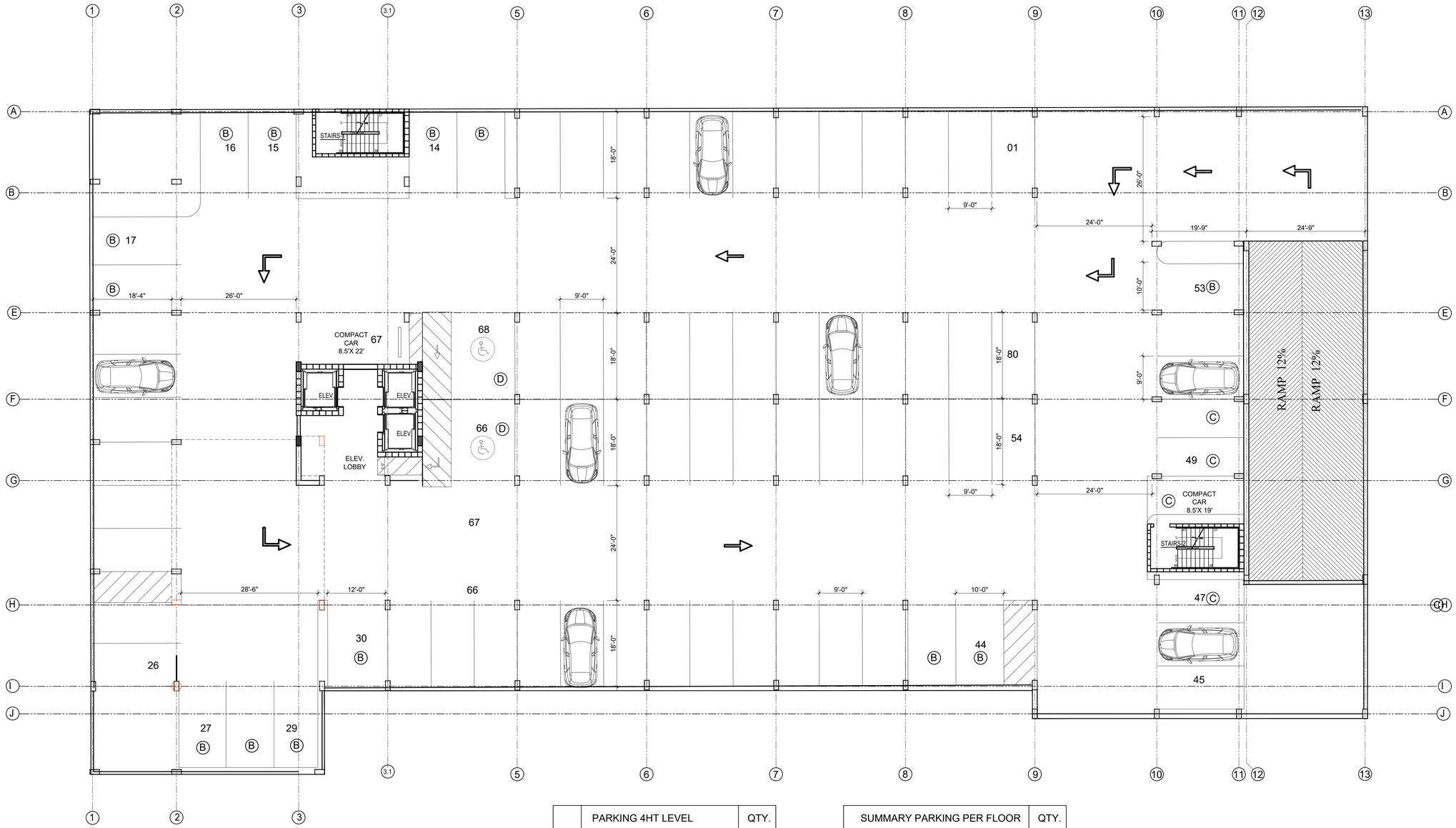
OWNER:

REV#	DATE	DESCRIPTION

09-09-20

A
2

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	PARKING 4HT LEVEL	QTY.
A	REGULAR PARKING 9' X 18'	62
B	EXTENDED PARKING 10' X 18'	13
C	COMPACT PARKING 8.5' X 18'	3
D	ACCESSIBLE SPACES	2
	TOTAL 4TH LEVEL	80

SUMMARY PARKING PER FLOOR	QTY.
GROUND LEVEL	17
2ND LEVEL	77
3RD LEVEL	77
4TH LEVEL	80
TOTAL PARKING GARAGE	251

CONCEPTUAL

4TH FLOOR PLAN

SCALE: 3/32" = 1'-0"

ARCHITECTURAL DESIGN
+ ASSOCIATES INC.
AA26001959
801 S. Yonge St. Suite 4 Ormond Beach FL 32174
Ph: (386) 676 2686

CONCEPTUAL
HILTON HOTEL PRODUCT
COCOA FLORIDA

4TH FLOOR

SEAL

RICHARD BROOKFIELD
PRINCIPAL ARCHITECT

TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH SECTION 110.8.4.4 FBC-B AND CHAPTER 633, FLORIDA STATUES.

DRAWN BY: AD+A INC

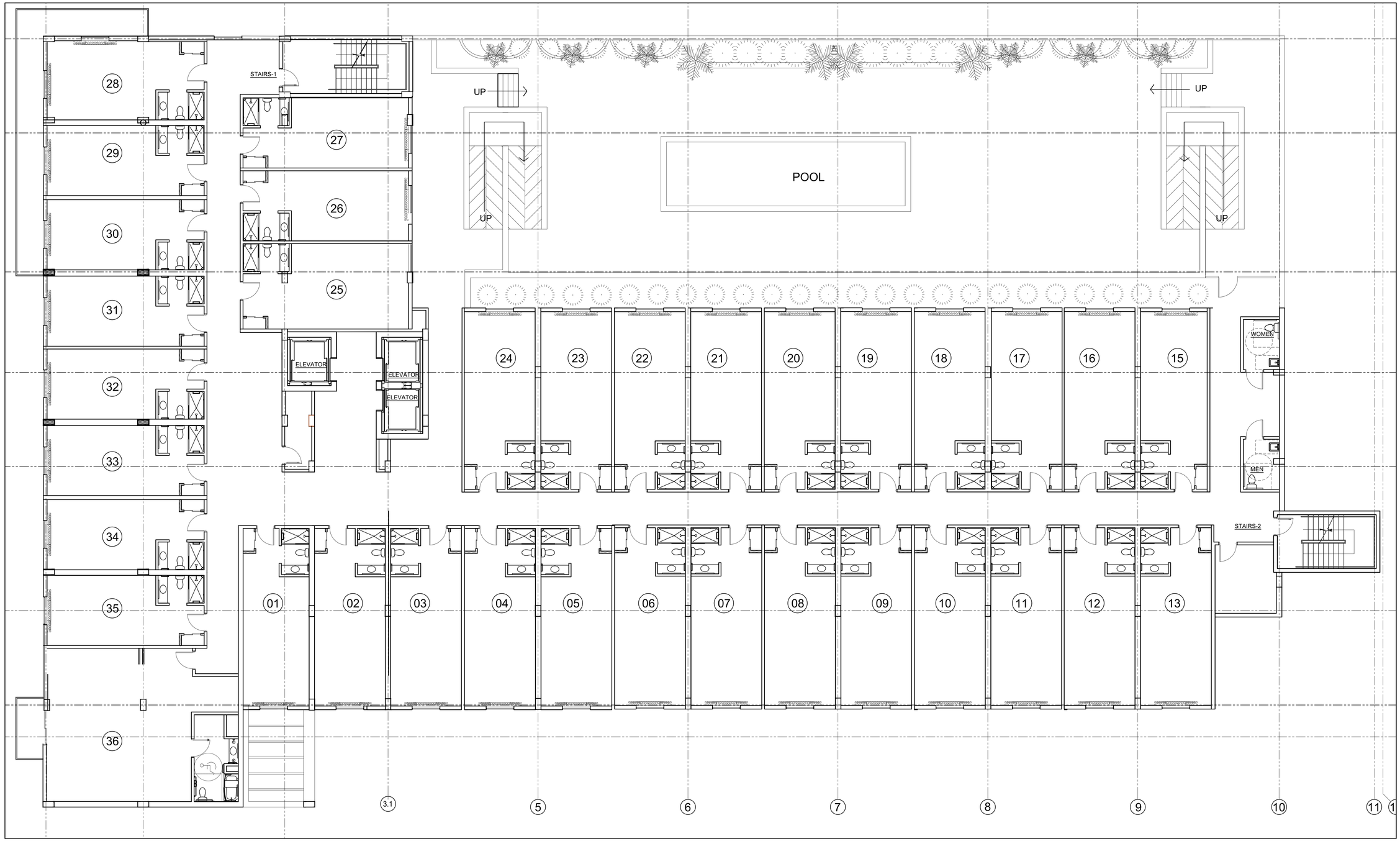
OWNER:

REV#	DATE	DESCRIPTION

09-09-20

A
3

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CONCEPTUAL

5TH FLOOR PLAN

SCALE: 1/8" = 1'-0"

ARCHITECTURAL DESIGN
+ ASSOCIATES INC.
AA26001959
801 S. Yonge St. Suite 4 Ormond Beach FL 32174
Ph: (386) 676 2686

778

CONCEPTUAL
HILTON HOTEL PRODUCT
COCOA FLORIDA

5TH FLOOR PLAN

SEAL

RICHARD BROOKFIELD
PRINCIPAL ARCHITECT

TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH SECTION 110.8.4.4 FBC-B AND CHAPTER 633, FLORIDA STATUES.

DRAWN BY: AD+A INC

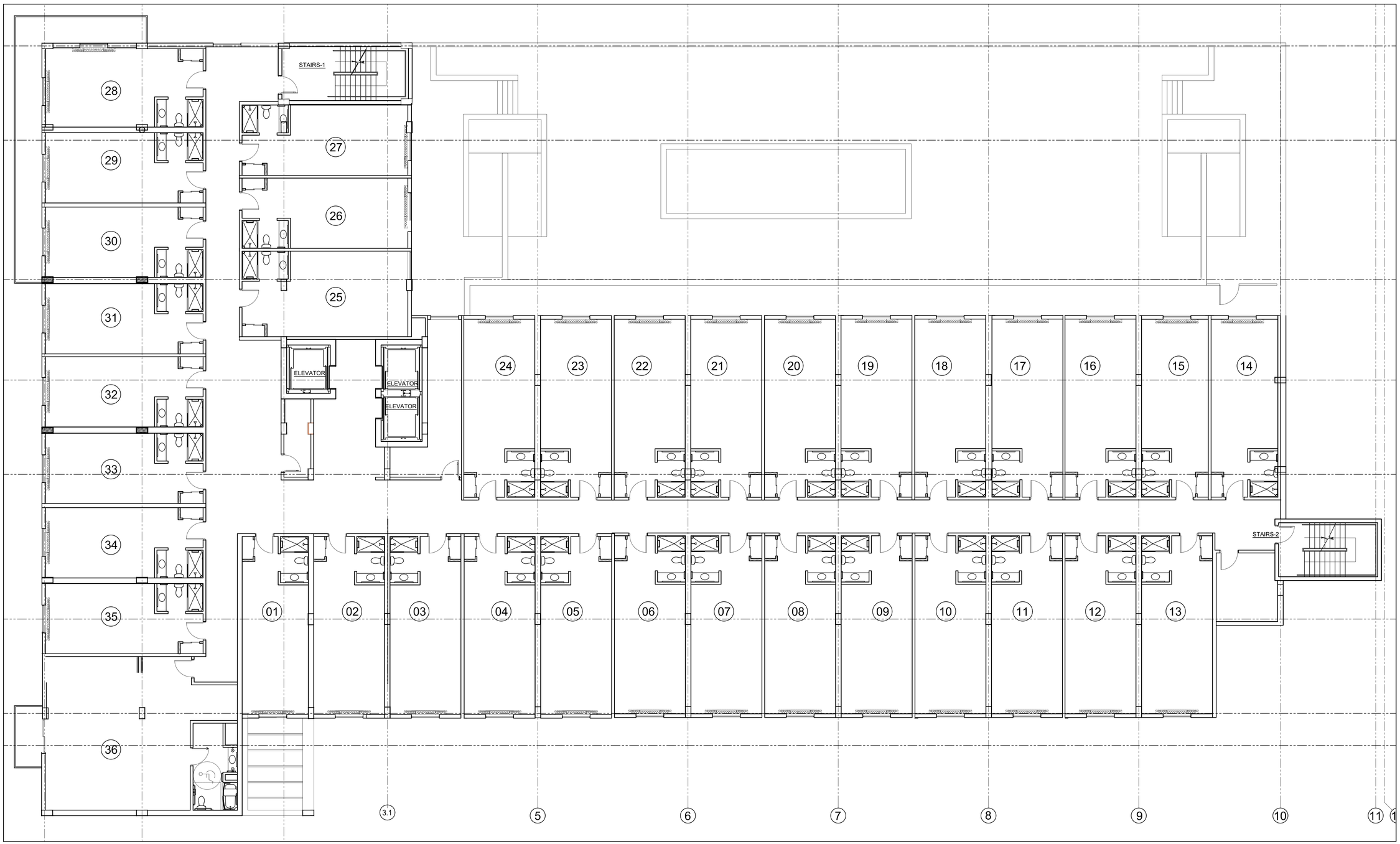
OWNER:

REV#	DATE	DESCRIPTION

09-09-20

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4

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CONCEPTUAL

6TH-7TH FLOOR PLAN
SCALE: 1/8" = 1'-0"

ARCHITECTURAL DESIGN
+ ASSOCIATES INC.
AA26001959
801 S. Yonge St. Suite 4 Ormond Beach FL 32174
Ph: (386) 676 2686

779

CONCEPTUAL
HILTON HOTEL PRODUCT
COCOA FLORIDA

6TH -7TH FLOOR PLAN

SEAL

RICHARD BROOKFIELD
PRINCIPAL ARCHITECT

TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH SECTION 110.8.4.4 FBC-B AND CHAPTER 633, FLORIDA STATUES.

DRAWN BY: AD+A INC

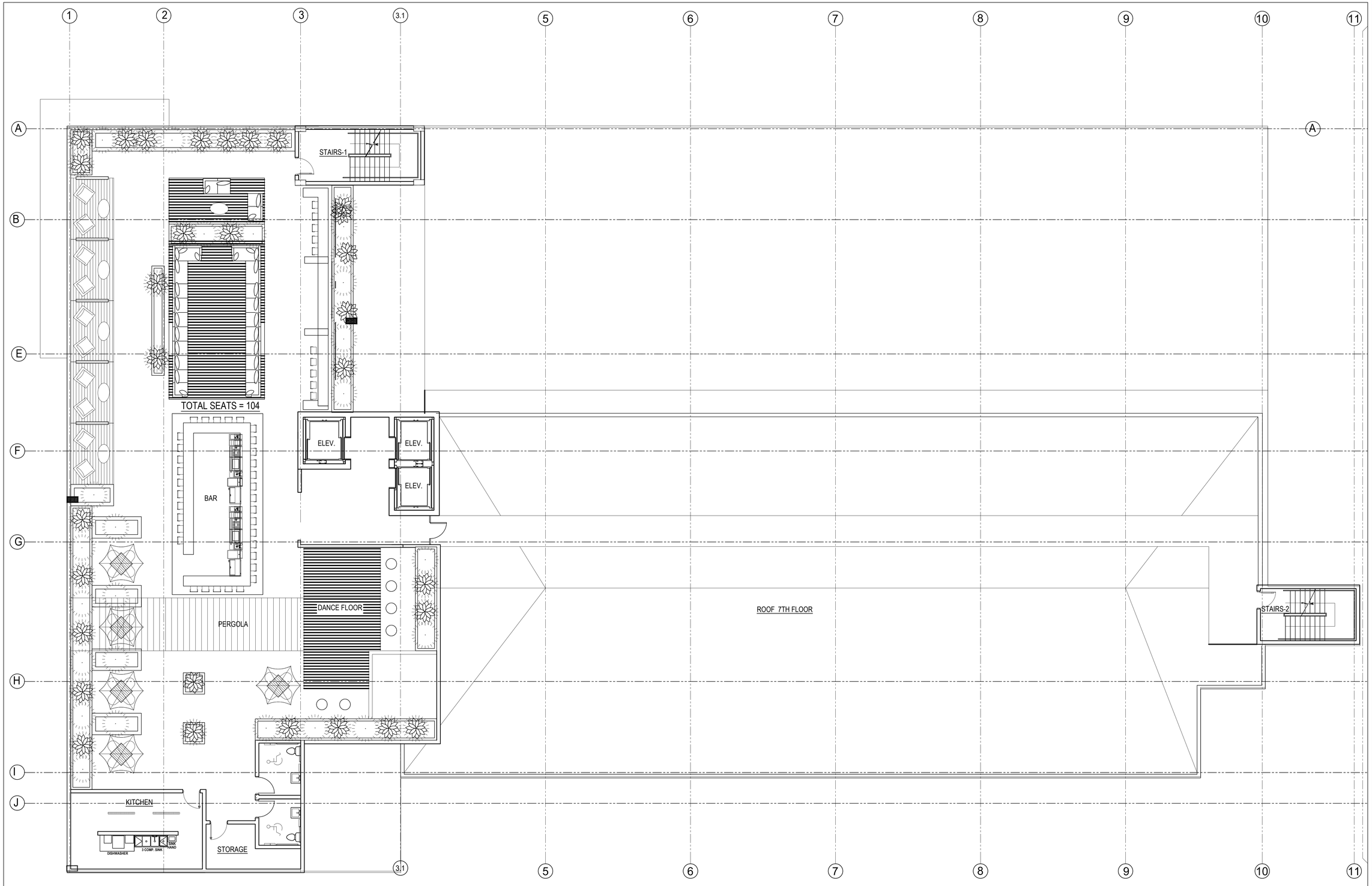
OWNER:

REV#	DATE	DESCRIPTION

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09-09-20

A
5



CONCEPTUAL

ROOF PLAN

SCALE: 1/8" = 1'-0"

ARCHITECTURAL DESIGN
+ ASSOCIATES INC.
AA26001959
801 S. Yonge St. Suite 4 Ormond Beach FL 32174
Ph: (386) 676 2686

780

CONCEPTUAL
HILTON HOTEL PRODUCT
COCOA FLORIDA

ROOF TOP BAR 8TH FLOOR

SEAL

RICHARD BROOKFIELD
PRINCIPAL ARCHITECT

TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH SECTION 110.8.4.4 FBC-B AND CHAPTER 633, FLORIDA STATUES.

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REV#	DATE	DESCRIPTION

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09-09-20

A
6



WB DESIGN

Cocoa Hotel

Cocoa , Florida

NO.	REVISIONS
1	
2	
3	
4	
5	

PROJECT NO.
WB -

DATE:
10/7/2020

Render 1

R1

WB DESIGN

Cocoa Hotel

Cocoa , Florida

NO.	REVISIONS
1	
2	
3	
4	
5	

PROJECT NO.
WB -

DATE:
10/7/2020

2

R2



WB DESIGN

Cocoa Hotel

Cocoa , Florida

NO.	REVISIONS
1	
2	
3	
4	
5	

PROJECT NO.
WB -

DATE:
10/7/2020

3

R3

WB DESIGN

Cocoa Hotel

Cocoa , Florida

NO.	REVISIONS
1	
2	
3	
4	
5	

PROJECT NO.
WB -

DATE:
10/7/2020

4

R4



WB DESIGN

Cocoa Hotel

Cocoa , Florida

NO.	REVISIONS
1	
2	
3	
4	
5	

PROJECT NO.
WB -

DATE:
10/7/2020

5

R5

Project History for 603 Brevard Avenue Hotel Project

A Request for Proposals (RFP # P-18-12-COC) for 603 Brevard Avenue was issued on Monday, January 22, 2018. Only one proposal was received. The applicant Jack D. Brown and Lodging Decisions, Inc. of Chagrin Falls, Ohio proposed the building of a mixed-use development to include a hotel, retail, a restaurant and bar, meeting space and a parking garage with a provision for 100 public spaces. The proposal was reviewed and scored by each member of the Committee prior to the Selection Committee meeting. The committee members discussed the proposal at a Publicly Noticed Meeting on Wednesday, March 14, 2018.

The CRA approved the Staff Selection Committee's recommendation to accept the proposal and authorized staff and the Agency Counsel to secure necessary site development information and negotiate a development agreement with Jack D. Brown and Lodging Decisions, Inc. at the April 10, 2018 meeting. The Board also required the developer to hold a Cocoa Village stakeholder meeting to ensure community support for the project and proposed height increase.

The developer held a Public Stakeholder Meeting to present their proposal and receive public input about the project on May 7, 2018. The developer presented their proposal with appropriate graphics, including a scaled 3D rendering and site development plan. The allowed stakeholders to evaluate the impact of increasing the height in context and relationship to surrounding properties and those along Brevard Avenue in Cocoa Village.
Staff met with the developer to identify issues that need to be addressed in terms of compliance with existing Comprehensive Plan goals, policies and objectives and land development regulations of the Zoning Ordinance.

A public workshop was held at the Civic Center on October 3, 2018. The presentation and facilitated discussion by GAI Community Solutions yielded a recommended revision to the originally proposed zoning amendment.

At the October 24, 2018, Council Approved Ordinance 06-2018 amending Appendix A, Article XI, Section 22 of the City Code to allow large scale commercial/mixed-use buildings on certain properties subject to a development agreement within the Cocoa Waterfront Overlay District, Cocoa Village Sub-District.

Staff met with Jack Brown of Lodging Decisions, Inc. on October 30, 2018. Staff indicated a timeframe to complete the Redevelopment Agreement between Cocoa CRA and Lodging Decisions, Inc. would be 90 days following the approval of the Zoning Amendment, or January 23, 2019. Staff provided expectations that the developer would provide a more detailed development program that would enable Staff and Legal Counsel to review and validate the Floor Area Ratio (FAR) and parking requirements.

At the January 23, 2019 Cocoa CRA Board meeting the Cocoa CRA approved a Redevelopment Agreement with Lodging Decisions, Inc. pending a discussion of the

final deliverables of the Agreement. On January 29th, 2019, CRA staff and City Staff met with Lodging Decisions, Inc. (LDI) regarding the hotel redevelopment site (603 Brevard Avenue). Mr. Jack Brown agreed to the deliverables presented at the January 29th meeting and, as Chairman/CEO of LDI, signed the Redevelopment Project Agreement dated March 15, 2019.

On July 10, 2019, The Cocoa CRA Board determined that the documents submitted by LDI in June 2019 were insufficient and voted to issue to Lodging Decisions a Notice of Default, allowing 30 days to cure said default. Thus, on July 15, the attached Notice of Default was sent to Jack Brown of Lodging Decisions, Inc., providing that LDI must cure the default by not later than August 19, 2019.

As of August 19, 2019, Staff found that the developer, Lodging Decisions, Inc., continued to be in default of the Redevelopment Project Agreement given that 1.) Several of the submitted documents lack the commitments necessary, i.e. lack of hotel brand and financing commitments; and 2.) Some submitted studies/analyses lacked some of the required details or analysis which are necessary for the CRA and City to make required decisions regarding the Project such as whether to pursue an additional floor of public parking or whether the scope of the proposed Project is even technically or economically feasible for the CRA Property. Moreover, the studies/analysis due to support the City's minimum application requirements which are necessary for the Developer to pursue a development permit and agreement from the City related to the proposed 8 story height under the applicable Waterfront Subdistrict Plan criteria set forth in the City Code.

However, it was clear that LDI was starting to make a more concerted effort to hire qualified professionals for purposes of working with the CRA and City Staff to attempt to produce the required deliverables. Thus, at the August 28 Cocoa CRA Special Meeting, it was decided to extend the deadline for deliverables an additional 90 days, through November 19, 2019.

Notwithstanding, the necessary items were not completed within the additional 90 days to cure the default and at the January 8, 2020 CRA meeting, Agency members granted an additional 60-day extension to cure the deficiencies to March 8, 2020. After the meeting on February 13, 2020, the City Development Review Committee (DRC) met with the developer and his team to discuss the plans and the development of the property at 603 Brevard Avenue. The DRC laid out the needs of staff to assist the developer in preparing a set of plans that will be acceptable and meet the requirements for a Development Agreement.

In addition, during the January 8, 2020 Agency Board meeting, the Agency Board also indicated that the Agency Attorney and LDI's Attorney must meet to discuss the request for an amendment to the Redevelopment Agreement to attempt to address the Developer's concerns about the required sequence of deliverables under the Agreement with the CRA as specifically described below. A draft of the amended Redevelopment Agreement was finalized by the Agency Attorney and Staff on March 5, 2020 and delivered to the Developer and his Attorney.

CRA staff, the Agency Attorney and LDI met and developed the framework of a modified Redevelopment Agreement to address concerns expressed by the Developer regarding the timing of several deliverables including primarily the hotel franchise, financing commitment and market feasibility analysis which Developer admitted could not be provided within the schedule previously agreed to in the Development Agreement.

Given the Developer's expressed concerns, the Agency Attorney worked with Staff and the Developer to re-work the sequence of deliverables and benchmarks which, if approved by the CRA Board, significantly modifies the legal framework for the proposed Project including the development schedule. An Amended and Restated Redevelopment Project Agreement was approved at the June 10, 2020 Cocoa CRA meeting.

Generally, the agreement sets forth a three (3) phase process under which the developer must meet certain benchmarks leading up to the CRA's conveyance of the Property to construct the hotel:

- Phase I - Development Agreement with the City of Cocoa and Initial Approval of Conceptual Development Plan including the CRA Agency's decision regarding the Extra Floor of Parking.

- Phase II - Hotel Brand Adjustments and Financing Commitments; Approval of Revisions to Conceptual Development Plan

- Phase III - Future Permitting to Construct Hotel

Honeycutt & Associates, Inc.
ENGINEERS • SURVEYORS • PLANNERS 3700 S. Washington Avenue, Titusville FL 32780
email : mail@honeycutt.cc Phone : 321-267-6233 Fax : 321-269-7847

August 19, 2019

Mr. Jack Brown, CEO
Lodging Decision, Inc.
9889 Bainbridge Road
Chagrin Falls, Ohio 44023

RE: PROPOSED HOTEL/MIXED USE PROJECT
603 BREVARD AVENUE
COCOA VILLAGE

Dear Mr. Brown:

You requested that we provide a brief assessment of the Utilities and Stormwater Facilities for the proposed hotel and mixed use project (see Exhibit A) to be located at 603 Brevard Avenue in Cocoa Village. The assessment is in response to Item A. (2) i. of the agreement with the Cocoa Community Redevelopment Agency.

The following is a preliminary assessment of those utilities:

1. WATER: there is an existing 6-inch water line along the north and east boundaries of the site. An 8-inch line is available 1 block to the north on Orange Street (see Exhibit B). A proposed 8-inch water line will need to be extended from Orange Street south along John Garren Lane to Factory Street and then east along Factory Street and tie-in to the existing 6-inch existing water main located in Brevard Avenue (see Exhibit C). Based on the current concept plan, this loop will provide sufficient potable water to the proposed hotel/mixed use project. The proposed 8-story building will include a stand pipe and pumping unit to meet fire demand.

2. SEWER: There is an existing 8-inch gravity main located in Brevard Avenue as shown in Exhibit B. This main is adequate to serve the proposed hotel/mixed use project.

3. STORMWATER: The existing and the proposed sites are about 100 percent impervious. There is no treatment of stormwater runoff from the existing site. The first inch of runoff from the new facility must be treated prior to discharge. There is no space onsite for above ground stormwater treatment. Therefore, the proposed stormwater treatment system will need to be underground and should include pervious pavement/roof storage where possible. A conceptual layout of the underground system is shown in Exhibit D. There will be a need for

some street right of way vacation to accommodate the proposed system. The stormwater system can discharge into the existing City of Cocoa drainage system in Factory Street. The existing stormwater structures located in Factory Street are shown on the attached survey, Exhibit E.

Let us know of any questions or comments.

Yours truly,

Rodney M Honeycutt, PE

EXHIBIT A

NO.	REVISIONS
1	
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PROJECT NO.
000

DATE:
8/15/2019

Cocoa Hotel

Cocoa , Florida

WB DESIGN

R7

EXHIBIT B

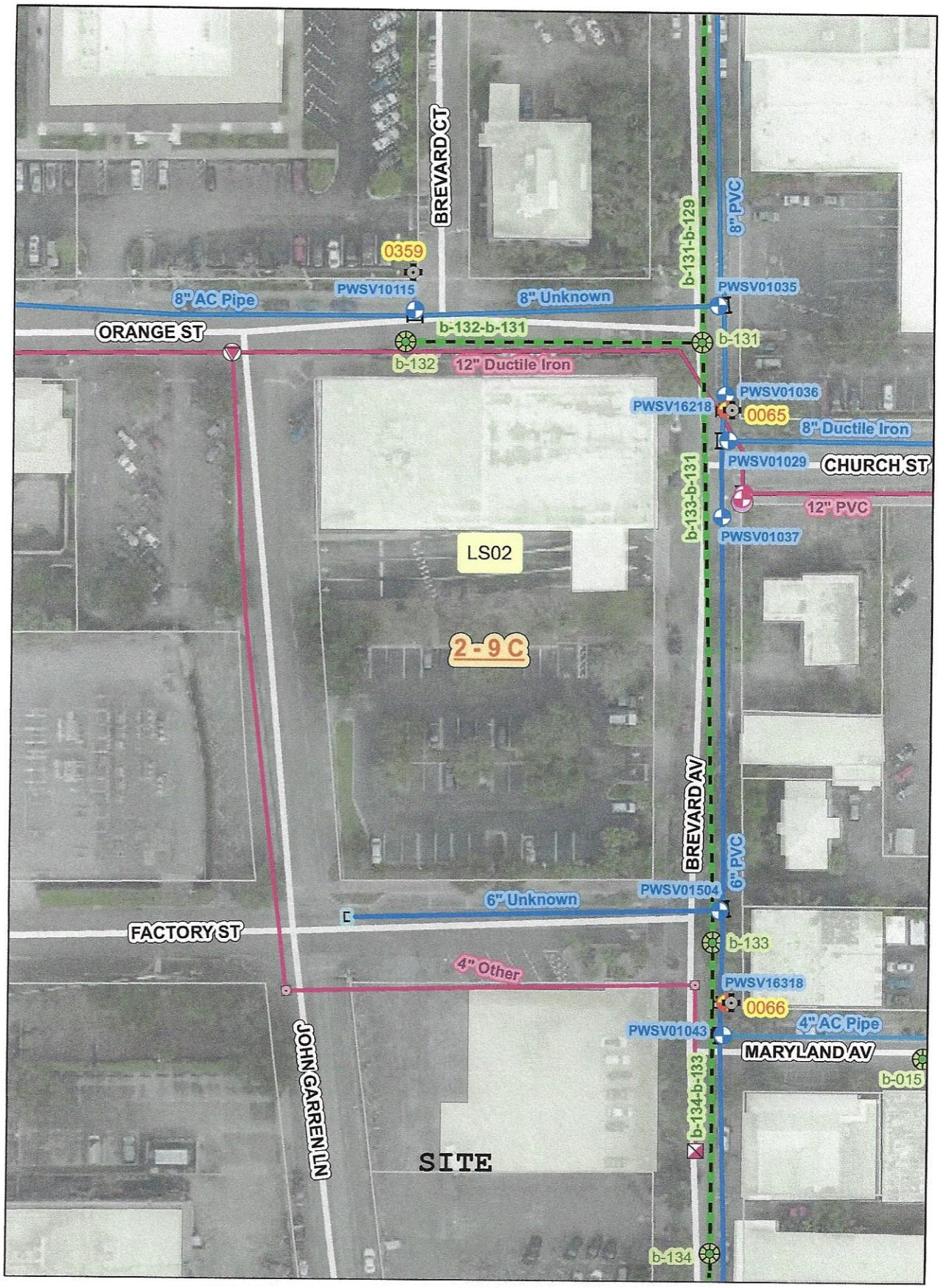

BREVARD CT
0359
PWSV10115
8" AC Pipe
8" Unknown
PWSV01035
b-131-b-129
8" PVC
ORANGE ST
b-132-b-131
b-132
12" Ductile Iron
b-131
PWSV01036
PWSV16218
0065
8" Ductile Iron
PWSV01029
CHURCH ST
b-133-b-131
12" PVC
PWSV01037
LS02
2-9C
BREVARD AV
6" PVC
PWSV01504
6" Unknown
FACTORY ST
b-133
4" Other
PWSV16318
0066
4" AC Pipe
PWSV01043
MARYLAND AV
b-015
b-134-b-133
JOHN GARREN LN
SITE
b-134

EXHIBIT C

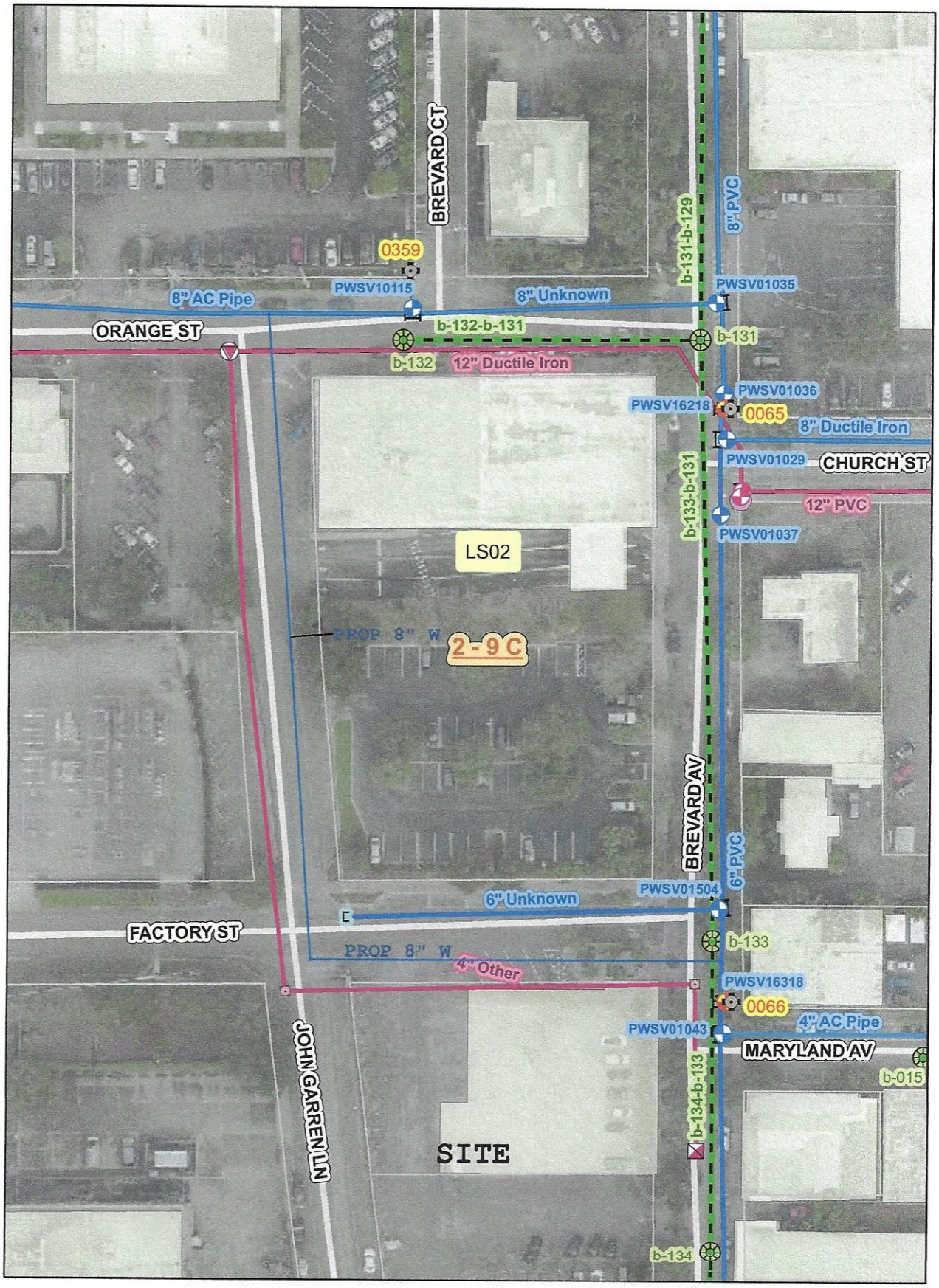

BREVARD CT
0359
PWSV10115
8" AC Pipe
8" Unknown
PWSV01035
b-131-b-129
8" PVC
ORANGE ST
b-132-b-131
b-131
b-132
12" Ductile Iron
PWSV01036
PWSV16218
0065
8" Ductile Iron
PWSV01029
CHURCH ST
b-133-b-131
12" PVC
PWSV01037
LS02
PROP 8" W
2 - 9 C
BREVARD AV
6" PVC
PWSV01504
6" Unknown
FACTORY ST
b-133
PROP 8" W
4" Other
PWSV16318
0066
PWSV01043
4" AC Pipe
MARYLAND AV
b-015
JOHN GARREN LN
b-134-b-133
SITE
b-134

EXHIBIT D

CONCEPTUAL PLAN ©

DESCRIPTION:

LOTS 2, 3 AND 4 OF **PLAT OF SINGLETON'S ADDITION TO COCOA**, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

GENERAL NOTES:

1) MONUMENTS - POINTS DESIGNATED AS "SET" REPRESENT IRON RODS WITH RED PLASTIC CAPS OR METAL RODS STAMPED "HOWARD LB 6580"
2) IMPROVEMENTS (UTILITIES) - ONLY VISIBLE, ABOVE-GROUND FEATURES WERE LOCATED (UNLESS OTHERWISE NOTED). SUBSURFACE UTILITIES, FOOTINGS, FOOTING, SPRINKLER SYSTEMS, SYNCHRONIZED, UTILITY CONNECTIONS AND / OR OTHER FEATURES WERE NOT LOCATED (UNLESS OTHERWISE NOTED).
3) FENCES - ONLY THE CORNERS OF FENCES WERE LOCATED UNLESS OTHERWISE NOTED. FENCE OWNERSHIP IS UNKNOWN UNLESS NOTED. FENCE OWNERSHIP IS NOT INDICATED. FENCE OWNERSHIP IS NOT INDICATED. FENCE OWNERSHIP IS NOT INDICATED.
4) EASEMENTS - NONE DEPICTED (IF ANY) ARE REFERENCED TO THE SUBDIVISION RECORD PLAT(S) ONLY. IT IS PLACED BY FURNISHED OR AS PROVIDED A TITLE SEARCH FOR ENCUMBRANCES, RIGHTS OF WAY AND / OR OTHER MATTERS OF RECORD WHICH MAY PROVIDE EASY BASIS SURVEYOR.
5) PARCEL # - STATED, REPRESENT A GENERAL CONFIGURATION ONLY.
6) RESTRICTIONS - UNLESS OTHERWISE NOTED, THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS AND / OR RIGHTS OF WAY OF RECORD. THIS SURVEY DOES NOT WARRANT TITLE.

LEGEND OF ABBREVIATIONS:

AC	= AIR CONDITIONING UNIT	FM	= FORCE MAIN (SEWER)	PL	= PROPERTY LINE
BFP	= BACKFLOW DEVICE	FND	= FOUND (OR MONUMENTATION)	PCC	= POINT OF COMPOUND CURVATURE
BM	= BENCH MARK	FPK	= FENCE POST (OR REFERENCE)	PCP	= PERMANENT CONTROL POINT
CMD	= RIM & SUTTER	GAS	= GAS LINE OR MAIN	PI	= POINT OF INTERSECTION
CL	= CENTERLINE	HYD	= HYDRANT	PT	= POINT OF TANGENCY
CBS	= CONCRETE BLOCK STRUCTURE	ID	= IDENTIFICATION	PP	= POWER POLE
CB	= CONCRETE BOX	IR	= IRON ROD	PRC	= POINT OF REVERSE CURVATURE
CM	= CONCRETE MONUMENT	LB	= LAND SURVEYING BUSINESS	PRM	= PERMANENT REFERENCE MONUMENT
CMP	= CORRUGATED METAL PIPE	LP	= LIGHT POLE	RCP	= REINFORCED CONCRETE PIPE
CONC	= CONCRETE	LS	= LAND SURVEYOR	PU	= PUBLIC UTILITY (EASEMENT)
OHP	= OVERHEAD POWER POLE	MES	= MITERED END SECTION	RAD	= RADIUS OF CURVE
CT	= CONCRETE TELEPHONE UTILITY	MW	= WATER (ELECTRIC / WATER)	RCP	= REINFORCED CONCRETE PIPE
D	= DRAINAGE EASEMENT(S)	MH	= MANHOLE	RLS	= REGISTERED LAND SURVEYOR
DEL	= CENTRAL ANGLE OF CURVE	N&D	= NAIL & DISK	RW	= RIGHT OF WAY
DS	= DISH SUT	N&T	= NAIL & TIN TAB (NO DISK)	TEL	= TELEPHONE FACILITY
ELEC	= ELECTRIC FACILITY	OHW	= OVERHEAD WIRES	UGT	= UNDERGROUND ELECTRIC
EP	= EDGE OF PAVEMENT	PCL	= PARCEL NUMBER	UGT	= UNDERGROUND TELEPHONE
EL	= ELEVATION	PC	= POINT OF CURVATURE	WM	= WATER METER
FF	= FINISHED FLOOR ELEVATION	P.B.	= PLAT BOOK	WLP	= WOOD LIGHT POLE
FH	= FIRE HYDRANT	PC	= POINT OF CURVATURE	WPP	= WOOD POWER POLE

SURVEY NOTES:

BEARING STRUCTURE - BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE) / NAD '83.

ELEVATIONS - BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD OF '88) AS REFERENCED TO USC & GS MONUMENT #X 228, ELEVATION = 28.28.
"PV" = ELEVATIONS ON "PAVEMENT"
"TC" = ELEVATIONS ON "TOP OF CURB"
"SW" = ELEVATIONS ON "SIDEWALK"

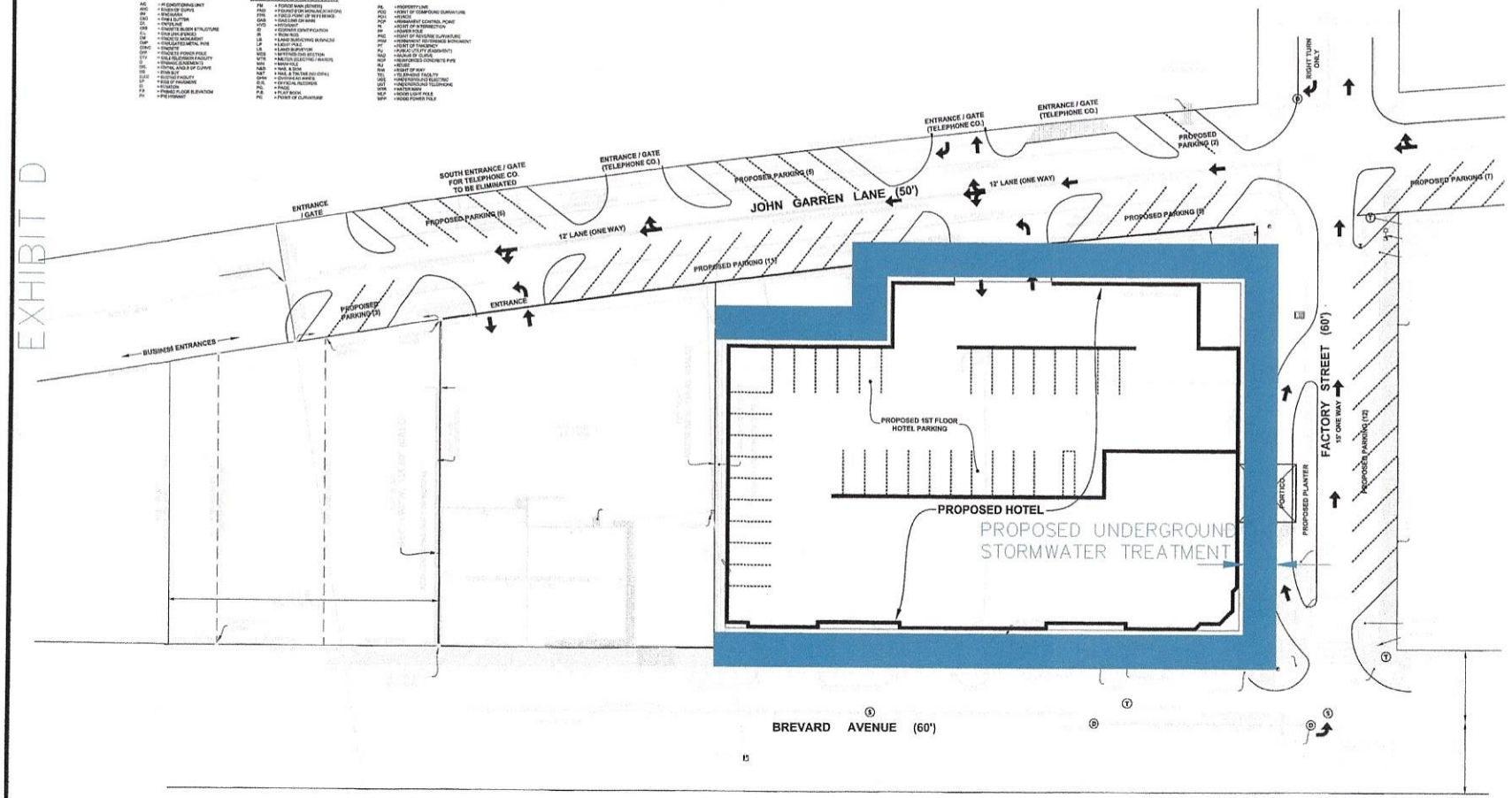
UTILITIES - LOCATIONS DEPICTED ARE BASED ON (a) FIELD SURVEY OF VISIBLE FACILITIES (i.e., POLES, VALVES, MANHOLES, HYDRANTS, ETC.); (b) GRAPHIC LOCATIONS TRANSCRIBED FROM AVAILABLE AS-BUILT DOCUMENTATION; (c) MARKINGS DEPICTING UNDER-GROUND UTILITIES (IF AVAILABLE).
* OTHER UNDER-ROUND UTILITIES MAY EXIST WHICH HAVE NOT BEEN LOCATED
* ALL UNDER-GROUND UTILITIES AND THEIR LOCATIONS MUST BE CONFIRMED PRIOR TO ENGINEERING DESIGN AND ANY EXCAVATION / CONSTRUCTION

JOHN GARREN LANE - THE LOCATION AND CURVE DATA DEPICTED IS BASED ON THAT FLORIDA EAST COAST RAILWAY CO. RIGHT OF WAY MAP LABELED V 2/0 L 13.0 - STATION 9129+04.6 TO STATION 9160+25.9, DATED DECEMBER 31, 1927.

PROPERTY ADDRESSES - LOTS 2 & 3 = 603 BREVARD AVENUE, COCOA, FLORIDA 32922
LOT 4 = 626 BREVARD AVENUE, COCOA, FLORIDA 32922

RESERVATION - THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, LIMITATIONS AND / OR RIGHTS OF WAY OF RECORD.

0 20 40
SCALE: 1" = 20'



r.m. packard surveying & mapping, LLC
1193 U.S. HIGHWAY 1 / UNIT 3
ROCKLEDGE, FLORIDA 32955
TEL (321) 632-0330 * jackpackard@bellsouth.net
FLORIDA CORPORATE CERTIFICATE #6542

PREPARED FOR & CERTIFIED TO THE SOLE USE OF THE ENTITIES LISTED BELOW AND FOR THOSE SERVICES EXPRESSED HEREIN. USE OF THIS SURVEY BY ANY PARTY OTHER THAN THOSE LISTED OR FOR PURPOSES OTHER THAN THOSE EXPRESSED HEREIN WILL BE AT THE SOLE RISK OF SAID PARTY WITHOUT LIABILITY TO ANY KIND TO THIS SURVEYOR.

LODGING DECISIONS, INC.
(AN OHIO CORPORATION)

DRAWN BY: RMP
CHK'D BY:
DATE:
DWG #: D-19-123
NOTES: FILES
JOB #: 19-123

SHEET 1 OF 1

SUBMITTAL DATE								
CITY								
COUNTY								
SJRWMD								
FDEP								
FDOT								
CLIENT								
OTHER								
OTHER								
OTHER								

DATE	JOB NO.	F.B. NO.	SCALE	DRAWN	APPR.
DATE			AS SHOWN	STC	RMH

REVISION

FOR REVIEW ONLY

APPROVED BY: DATE:

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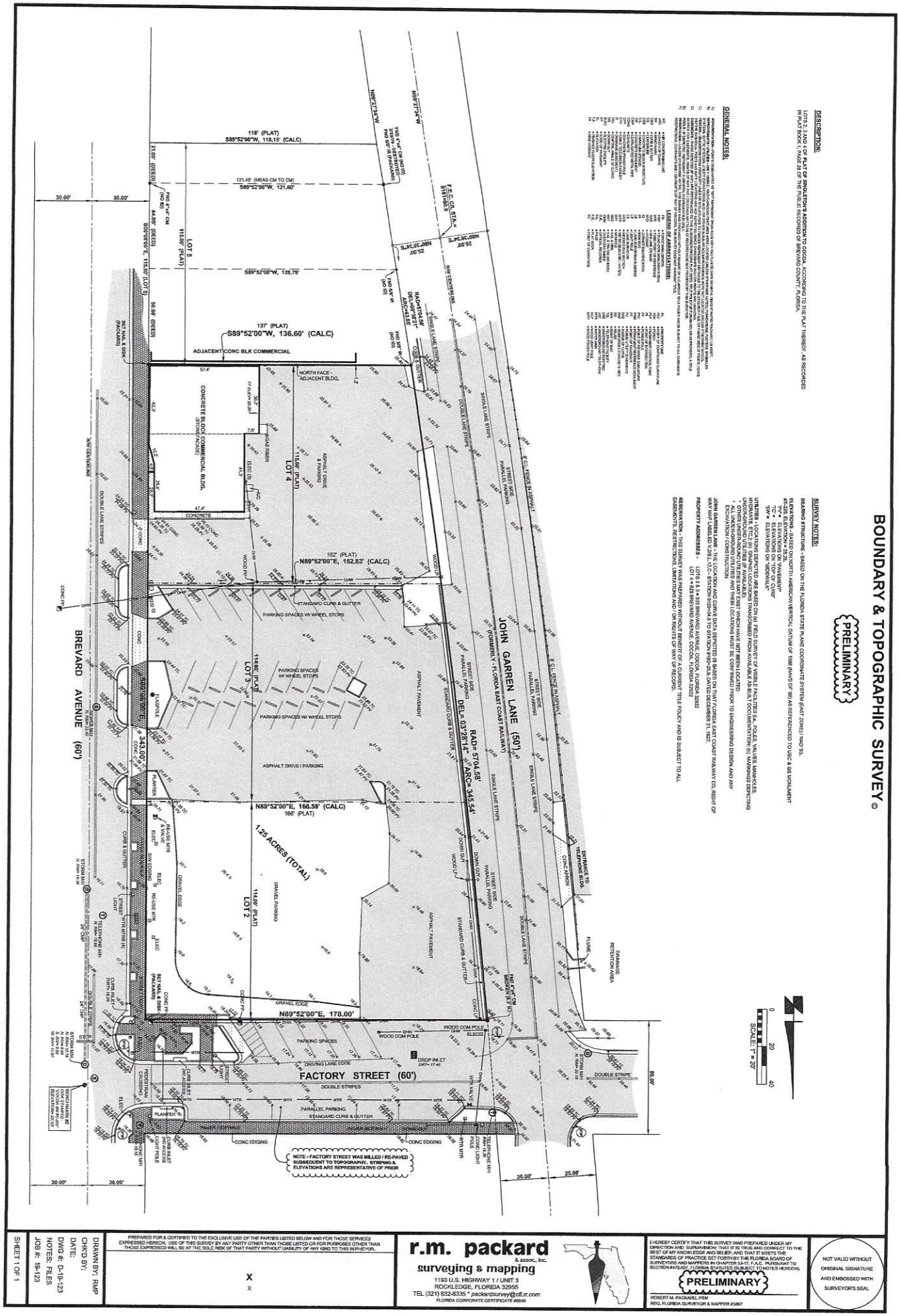
Honeycutt & Associates, Inc.
ENGINEERS•SURVEYORS•PLANNERS
3700 South Washington Avenue
Titusville, Florida 32780
(321) 267-6233 Fax (321) 269-7847
Certificate of Authorization EB-0007623

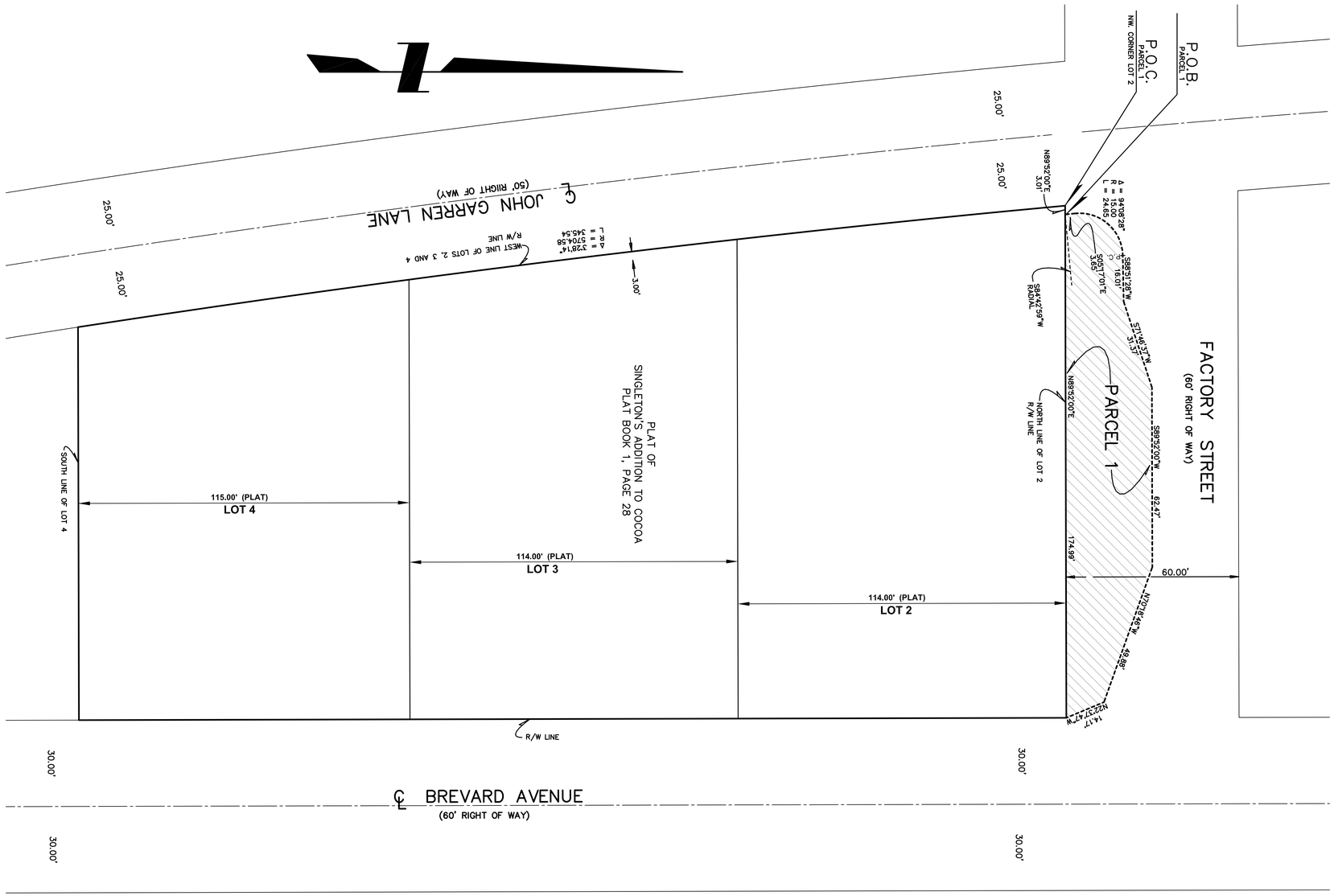
PROPOSED HOTEL/MIXED USE PROJECT
603 BREVARD AVENUE
COCOA VILLAGE
BREVARD COUNTY FLORIDA

SHEET NO: 1 OF 1
CADD FILE: LODGING DECISIONS
FILE NO

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EXHIBIT E


BOUNDARY & TOPOGRAPHIC SURVEY ©
PRELIMINARY
DESCRIPTION:
LOTS 2, 3 AND 4 OF PLAT OF SINGLETON'S ADDITION TO COCOA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 81 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
GENERAL NOTES:
LEGEND OF ABBREVIATIONS:
SURVEY NOTES:
BEARING STRUCTURE - BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE) / NAD 83.
ELEVATIONS - BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD OF 88) AS REFERENCED TO USCG & GS MONUMENT
"PVT" = ELEVATIONS ON "PAVEMENT"
"TOC" = ELEVATIONS ON "TOP OF CURB"
"BW" = ELEVATIONS ON "BOTTOM"
UTILITIES - LOCATIONS ARE BASED ON FIELD SURVEY OBSERVED PAINT, FLAGS, ETC. MARKINGS, AS PROVIDED BY FLORIDA UTILITY LOCATION CENTER (1-800-432-4770) AND FIELD SURVEY OF VISIBLE FEATURES (I.E., POLES, VALVES, MANHOLES, HYDRANTS, ETC.) BY GRAPHIC LOCATION TRANSFERRED FROM AVAILABLE AS-BUILT DOCUMENTATION. (U. UNKNOWN) EXPECTING UNDERGROUND UTILITIES (IF AVAILABLE).
* ALL UNDERGROUND UTILITIES AND THEIR LOCATIONS MUST BE CONFIRMED PRIOR TO ENGINEERING DESIGN AND ANY EXCAVATION / CONSTRUCTION
JOHN GARREN LANE - THE LOCATION AND CURVE DATA DEPICTED IS BASED ON THAT FLORIDA EAST COAST RAILWAY CO. RIGHT OF WAY MAP LABELED V-287,1,1C - STATION 91+34.4 TO STATION 91+00+25.5, DATED DECEMBER 31, 1927.
PROPERTY ADDRESSES - LOT 2 & 3 = 600 BREVARD AVENUE, COCOA, FLORIDA 32922
LOT 4 = 625 SR520 / 640 AVENUE, COCOA, FLORIDA 32922
RESERVATION: THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, LIMITATIONS AND / OR RIGHTS OF WAY OF RECORD.
BREVARD AVENUE (60')
JOHN GARREN LANE (50')
FACTORY STREET (60')
LOT 2
LOT 3
LOT 4
LOT 5
1.25 ACRES (TOTAL)
ADJACENT CONC BLK COMMERCIAL
CONCRETE BLOCK COMMERCIAL BLDG.
NORTH FACE - ADJACENT BLDG.
ASPHALT DRIVE / PARKING
PARKING SPACES W/ WHEEL STOPS
STANDARD CURB & GUTTER
GRAVEL PARKING
GRAVEL EDGE
DRAINAGE RETENTION AREA
NOTE - FACTORY STREET WAS MILLED / RE-PAVED SUBSEQUENT TO TOPOGRAPHIC, STRIPING & ELEVATIONS ARE REPRESENTATIVE OF PRIOR.
SCALE: 1" = 20'
PREPARED FOR & CERTIFIED TO THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW AND FOR THOSE SERVICES EXPRESSED HEREON. USE OF THIS SURVEY BY ANY PARTY OTHER THAN THOSE LISTED OR FOR PURPOSES OTHER THAN THOSE EXPRESSED WILL BE AT THE SOLE RISK OF THAT PARTY WITHOUT LIABILITY OF ANY KIND TO THIS SURVEYOR.
r.m. packard & assoc., inc.
surveying & mapping
1193 U.S. HIGHWAY 1 / UNIT 3
ROCKLEDGE, FLORIDA 32955
TEL (321) 632-6335 * packardsurvey@cfl.rr.com
FLORIDA CORPORATE CERTIFICATE #6646
I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17, F.A.C., PURSUANT TO SECTION 472.027, FLORIDA STATUTES (SUBJECT TO NOTES HEREON).
PRELIMINARY
ROBERT M. PACKARD, PSM
REG. FLORIDA SURVEYOR & MAPPER #3367
NOT VALID WITHOUT ORIGINAL SIGNATURE AND EMBOSSED WITH SURVEYOR'S SEAL
DRAWN BY: RMP
CHK'D BY:
DATE:
DWG #: D-19-123
NOTES: FILES
JOB #: 19-123
SHEET 1 OF 1



PROPOSED FACTORY STREET RIGHT OF WAY VACATION

PARCEL 1:
A PARCEL OF LAND LYING IN THE RIGHT OF WAY OF FACTORY STREET AND BEING CONTIGUOUS WITH THE NORTH LINE OF LOT 2, ALL AS SHOWN ON THE PLAT OF SINGLETON'S ADDITION TO COCOA, AS RECORDED IN PLAT BOOK 1, PAGE 28, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, THENCE N.89°52'00"E., ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 3.01 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THENCE CONTINUE N.89°52'00"E., ALONG SAID NORTH LINE OF LOT 2, A DISTANCE OF 174.99 FEET TO THE NORTHEAST CORNER THEREOF; THENCE N.22°37'47"W., 14.17 FEET; THENCE N.70°18'46"W., 49.88 FEET; THENCE S.89°52'00"W., 62.47 FEET; THENCE S.71°46'37"W., 31.37 FEET; THENCE S.88°51'28"W., 16.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS 15.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 94°08'28", A DISTANCE OF 24.65 FEET; THENCE S.05°17'01"E., 3.65 FEET TO THE POINT OF BEGINNING.
CONTAINING 4237 SQUARE FEET OR 0.10 ACRES MORE OR LESS.

LEGEND

℄ = Centerline
P.C. = Point of Curvature
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
R = Radius
L = Length
R/W = Right-of-way
△ = Delta Angle

GRAPHIC SCALE

20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DATE:	ORDER NO.	F.B. NO.	REVISIONS

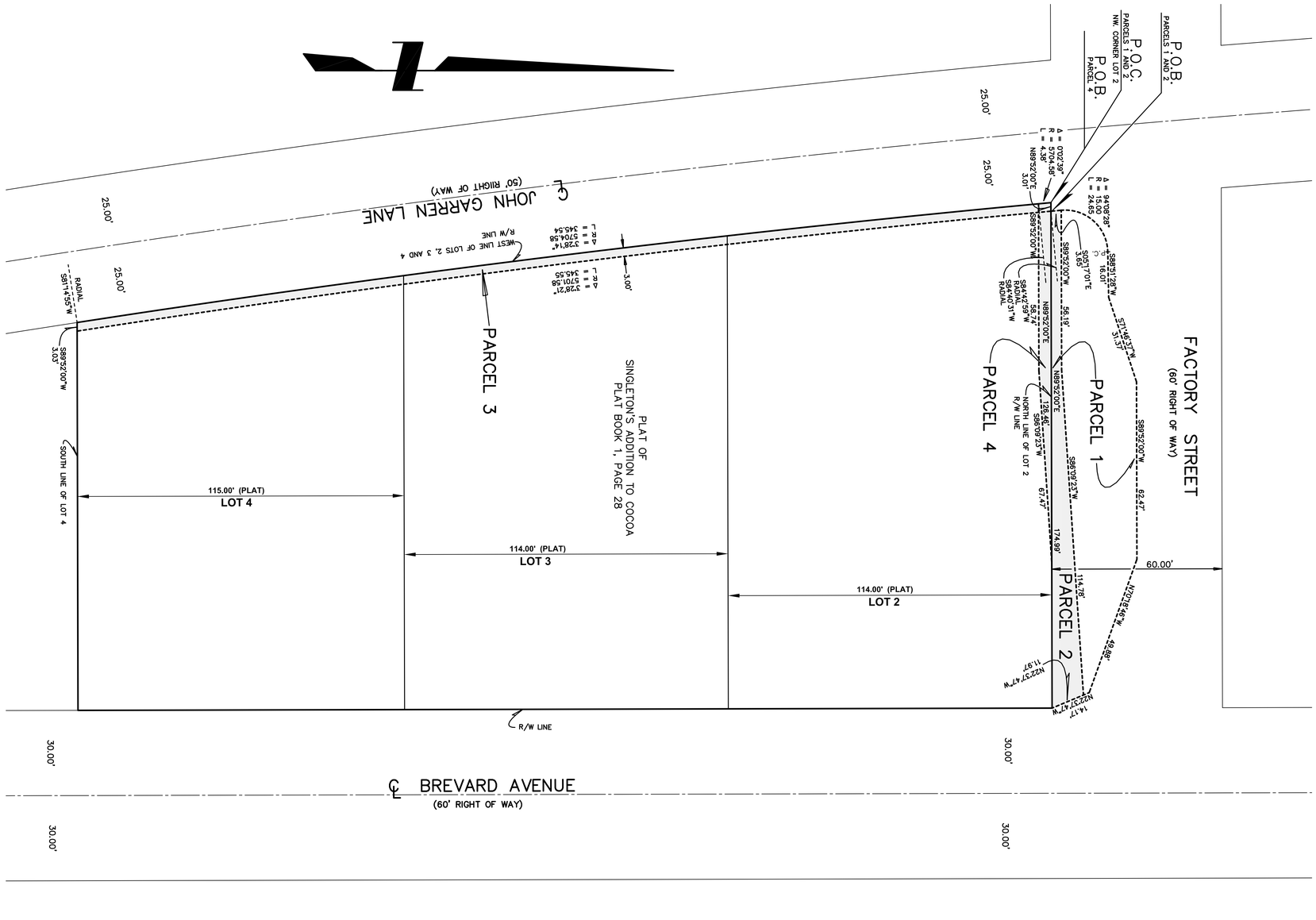
DATE:	10/15/20
ORDER NO.	25733
F.B. NO.	
SCALE:	1" = 20'
DWG. NO.	
CADD FILE	JACK BROWN PARCEL 1.DWG

CERTIFIED TO:
JACK BROWN

Honeycutt & Associates, Inc.
ENGINEERS • SURVEYORS • PLANNERS
3700 South Washington Avenue • Titusville, Florida 32780
(321) 267-6233 Fax (321) 269-7847
CERTIFICATE OF AUTHORIZATION NO. LB6762

THIS IS NOT A SURVEY

CERTIFIED BY: _____
DENNIS W. WRIGHT
REGISTERED LAND SURVEYOR NO. 4014
STATE OF FLORIDA



PROPOSED PUBLIC ACCESS EASEMENTS

PARCEL 1:
A PARCEL OF LAND LYING IN THE RIGHT OF WAY OF FACTORY STREET AND BEING CONTIGUOUS WITH THE NORTH LINE OF LOT 2, ALL AS SHOWN ON THE PLAT OF SINGLETON'S ADDITION TO COCOA, AS RECORDED IN PLAT BOOK 1, PAGE 28, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, THENCE N.89°52'00"E., ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 3.01 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED. THENCE CONTINUE N.89°52'00"E., ALONG SAID NORTH LINE OF LOT 2, A DISTANCE OF 174.99 FEET TO THE NORTHEAST CORNER THEREOF; THENCE N.22°37'47"W., 14.17 FEET; THENCE N.70°18'46"W., 49.88 FEET; THENCE S.89°52'00"W., 62.47 FEET; THENCE S.71°46'37"W., 31.37 FEET; THENCE S.88°51'28"W., 16.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS 15.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 94°08'28", A DISTANCE OF 24.65 FEET; THENCE S.05°17'01"E., 3.65 FEET TO THE POINT OF BEGINNING.
CONTAINING 4237 SQUARE FEET OR 0.10 ACRES MORE OR LESS.

PARCEL 2:
A PARCEL OF LAND LYING IN THE RIGHT OF WAY OF FACTORY STREET AND BEING CONTIGUOUS WITH THE NORTH LINE OF LOT 2, ALL AS SHOWN ON THE PLAT OF SINGLETON'S ADDITION TO COCOA, AS RECORDED IN PLAT BOOK 1, PAGE 28, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, THENCE N.89°52'00"E., ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 3.01 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED. THENCE CONTINUE N.89°52'00"E., ALONG SAID NORTH LINE OF LOT 2, A DISTANCE OF 174.99 FEET TO THE NORTHEAST CORNER THEREOF; THENCE N.22°37'47"W., 11.97 FEET; THENCE S.86°09'23"W., 114.78 FEET; THENCE S.05°17'01"E., 3.65 FEET TO THE POINT OF BEGINNING.
CONTAINING 1071 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

PARCEL 3:
THE WEST 3.00 FEET OF LOTS 2, 3 AND 4 AS SHOWN ON THE PLAT OF SINGLETON'S ADDITION TO COCOA AS RECORDED IN PLAT BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL 4:
A PARCEL OF LAND BEING A PART OF LOT 2, AS SHOWN ON THE PLAT OF SINGLETON'S ADDITION TO COCOA, AS RECORDED IN PLAT BOOK 1, PAGE 28, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, THENCE N.89°52'00"E., ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 126.46 FEET; THENCE S.86°09'23"W., 67.47 FEET; THENCE S.89°52'00"W., 58.74 FEET TO A POINT LYING ON THE WEST BOUNDARY LINE OF SAID LOT 2 AND THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF5704.58 FEET AND TO WHICH POINT A RADIAL LINE BEARS S.84°40'31"W.; THENCE NORTHERLY ALONG SAID WEST BOUNDARY LINE OF LOT 2 AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°02'39", 4.38 FEET TO THE POINT OF BEGINNING.
CONTAINING 404 SQUARE FEET OR 0.01 ACRES MORE OR LESS

LEGEND
℄ = Centerline
P.C. = Point of Curvature
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
R = Radius
L = Length
R/W = Right-of-way
△ = Delta Angle

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DATE:	ORDER NO.	F.B. NO.	REVISIONS
10/15/20	25733		REVISED TO ADD PARCEL 4

DATE:	10/2/20
ORDER NO.	25728
F.B. NO.	
SCALE:	1" = 20'
DWG. NO.	
CADD FILE	JACK BROWN LEGS-RR.DWG

CERTIFIED TO:
JACK BROWN

Honeycutt & Associates, Inc.
ENGINEERS • SURVEYORS • PLANNERS
3700 South Washington Avenue • Titusville, Florida 32780
(321) 267-6233 Fax (321) 269-7847
CERTIFICATE OF AUTHORIZATION NO. LB6763

THIS IS NOT A SURVEY

CERTIFIED BY: _____
DENNIS W. WRIGHT
REGISTERED LAND SURVEYOR NO. 4014
STATE OF FLORIDA

TRAFFIC IMPACT STUDY

BOUTIQUE HOTEL
BREVARD COUNTY, FLORIDA

Prepared for:
Lodging Decisions, Inc.
9889 Bainbridge Road
Chagrin Falls, OH 44023

Prepared by:

Traffic Planning and Design, Inc.
535 Versailles Drive
Maitland, Florida 32751
407-628-9955

August 2019
Revised
July 2020

TPD № 5280

PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with Traffic Planning & Design, Inc., a corporation authorized to operate as an engineering business, EB-3702, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: Boutique Hotel

LOCATION: Brevard County, Florida

CLIENT: Lodging Decisions, Inc.

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

NAME: Turgut Dervish, P.E.

P.E. №: 20400

DATE: July 8, 2020

SIGNATURE: _____



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Intersection Analysis

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Trip Distribution/Trip Assignment
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Intersection Analysis

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INTRODUCTION

This analysis was undertaken in order to assess the traffic impact of the proposed development of a Boutique Hotel in Brevard County, Florida. Located in the southeast corner of Factory Street and John Garren Lane, the development will consist of 107 hotel room and 4,800 square feet of retail stores/shops. **Figure 1** depicts the site location and the area roadways.

Data utilized in this study consisted of a site plan provided by Project Engineers, traffic volume data and Level of Service standards obtained from the Space Coast TPO. Additionally, intersection turning movement counts were calculated by Traffic Planning and Design, Inc. staff.



Boutique Hotel
Project № 5280
Figure 1

Project Location Map

N
NTS

803

EXISTING CONDITIONS ANALYSIS

Capacity analyses were performed for the impacted roadway segments of Florida Avenue, Factory Street, John Garren Lane and Brevard Avenue. The analysis was conducted for the existing traffic to establish the current operating conditions in terms of Level of Service.

Roadway Segment Analysis

The roadway segments were analyzed by comparing its existing daily traffic volumes with the adopted LOS/capacity value. The existing traffic volumes and adopted LOS capacities were obtained from the Space Coast TPO. Where daily traffic volumes were not available, they were estimated from the P.M. peak hour counts with the use of a "K" factor of 0.09. Pertinent pages from the traffic count database are included in **Appendix A**. The existing capacity analysis is summarized in **Table 1**.

Table 1
Existing Daily Roadway Capacity Analysis

Roadway Segment	No. of Lanes	Functional Classification	Adopted*		Existing Daily Volume	V/C Ratio	LOS
			LOS	MAV			
Florida Avenue							
SR 520 to Rosa Jones Blvd	2	Urban Minor Collector	E	15,600	4,880	0.31	C
Factory Street							
Cocoa Blvd to Hughett Ave	2	Local Street	E	12,480	111**	0.01	C
Hughett Ave to Brevard Ave	2	Local Street	E	12,480	833**	0.07	C
John Garren Lane							
Orange St to Rosa Jones Blvd	2	Local Street	E	12,480	511**	0.04	C
Rosa Jones Blvd to Florida Ave	2	Local Street	E	12,480	511**	0.04	C
Brevard Avenue							
Factory St to Rosa Jones Blvd	2	Local Street	E	12,480	1,844**	0.15	C

* Based on the Space Coast TPO Traffic Counts
**Based on the intersection counts

As shown, the existing conditions analysis reveals that the study roadway segments currently operates satisfactorily above their adopted Level of Service capacity.

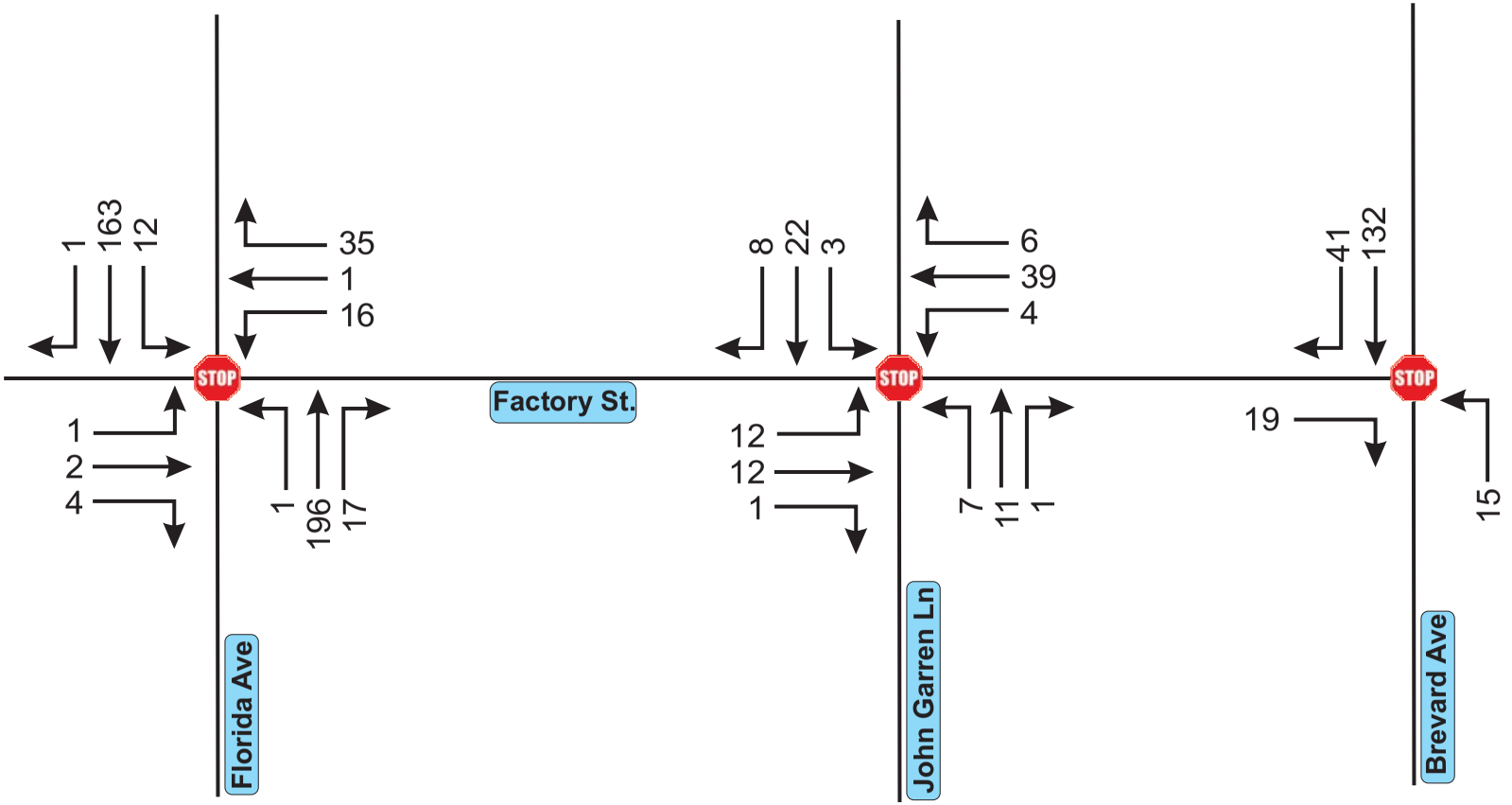
Intersection Analysis

In addition to the roadway segments, the intersections of Brevard Avenue and Factory Street, Factory Street and John Garren Lane and Factory Street and Florida Avenue were included in the analysis. The intersections were analyzed in accordance with the procedures of the *Highway Capacity Manual (HCM 6E)* and *Highway Capacity Software (HCS)*. In the analysis, existing P.M. peak hour traffic volumes and intersection geometry were used. The intersection volumes in the form of turning movement counts are depicted in **Figure 2**. Detailed traffic counts and seasonal FDOT factors are included in **Appendix B**. The results of the intersection capacity analysis are summarized in **Table 2**.

Table 2
Existing Intersection Capacity Analysis

Intersection	Control	EB		WB		NB		SB		Overall	
		Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
Brevard Ave & Factory Street	STOP	6.9	A	--	--	7.6	A	8.0	A	7.9	A
Factory Street & John Garren Lane	STOP	9.6	A	9.7	A	7.3	A	7.2	A	--	--
Factory Street & Florida Avenue	STOP	10.7	B	10.9	B	7.6	A	7.8	A	--	--

The intersections currently operate at satisfactory Levels of Service. The *HCS7.7* capacity analysis worksheets are included in **Appendix C**.



Boutique Hotel
Project № 5280

Figure 2

Existing P.M. Peak Hour Volumes

N
NTS

908

PROPOSED DEVELOPMENT AND TRIP GENERATION

The proposed development will consist of 107 hotel rooms and 4,800 square feet of retail uses. Access to the development will be provided by an access driveway on John Garren Lane. **Figure 3** depicts the site plan and its access configuration. As shown in the site plan, it is proposed that Factory Street be made one-way westbound from Brevard Avenue to John Garren Lane. To determine the impact of the development in the area, an analysis of its trip generation characteristics was made. This included the determination of the number of trips generated by the site and their distribution onto the surrounding roadways.

Trip Generation

Trip generation rates were obtained from data contained in the Institute of *Transportation Engineers (ITE) Trip Generation Manual, 10th Edition.* The trip generation calculation of daily, A.M. and P.M. peak hour volumes is summarized in **Table 3**, and the trip generation charts are included in **Appendix D.**

Table 3
Trip Generation Summary

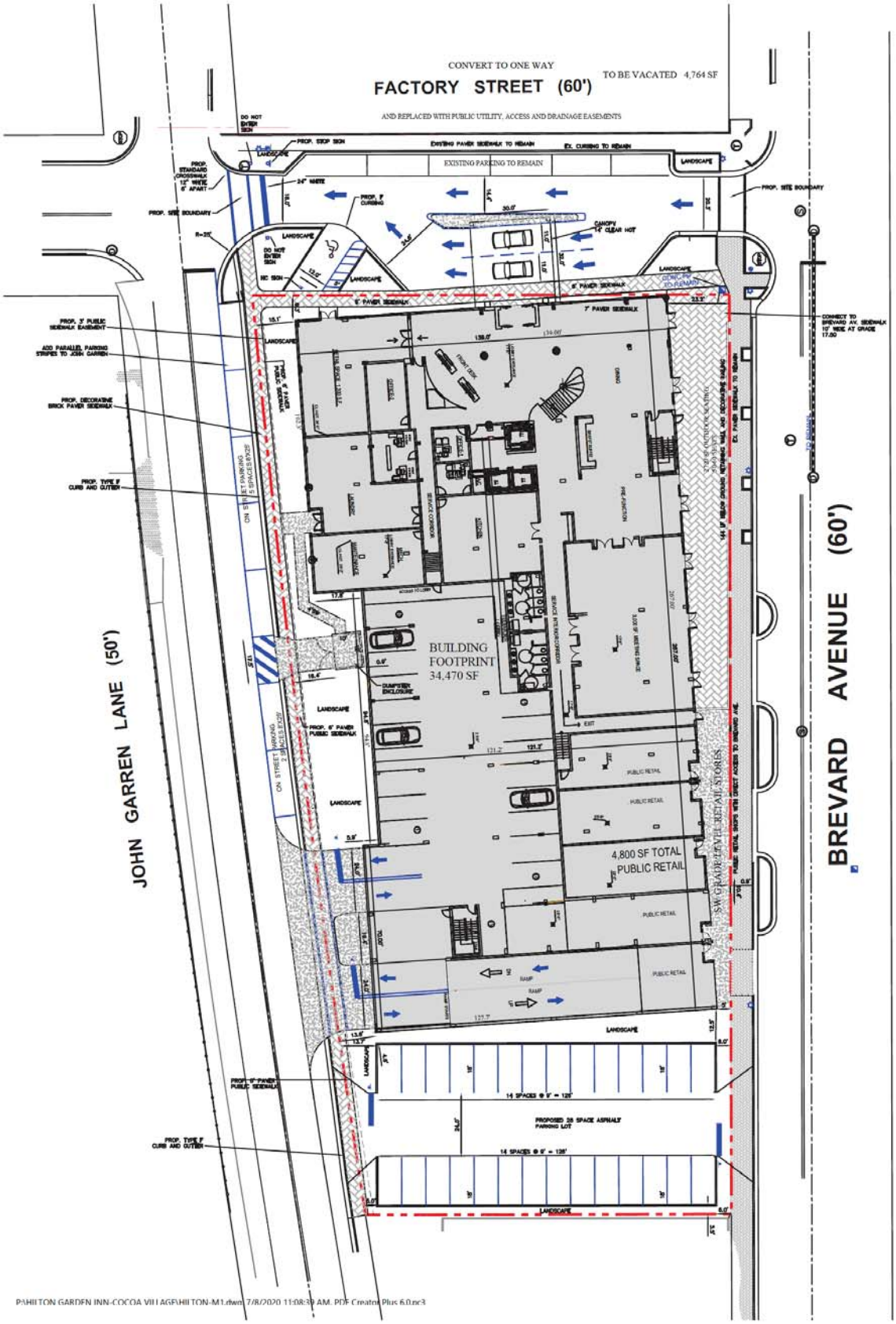
ITE Code	Land Use	Size	Daily		AM Peak Hour				PM Peak Hour			
			Rate*	Trips	Rate*	Enter	Exit	Total	Rate*	Enter	Exit	Total
310	Hotel	107 Rms	7.3	781	0.45	28	20	48	0.51	28	27	55
820	Shopping Center	4.8 KSF	158.86	763	0.94	3	2	5	11.97	27	30	57
Total Trips			**--**	***1,544***	**--**	***31***	***22***	***53***	**--**	***55***	***57***	***112***
Shopping Center Pass-by Trips (34%)			--	259	--	1	1	2	--	9	10	19
NEW NET TRIPS				**1,285**	**--**	**30**	**21**	**51**	**--**	**46**	**47**	**93**

** The ITE equations were used to derive trip generation rates when the R-squared correlation coefficient was greater than 0.75*

The proposed development is estimated to generate 1,285 new net daily trips, 51 new net A.M. peak hour trips and 93 new net P.M. peak hour trips to be added to the area roadways. In the analysis, the higher volume P.M. peak hour trips will be used.

Trip Distribution/Trip Assignment

A distribution pattern was estimated using the Central Florida Regional Planning Model (CFRPM/ v6). The trip distribution is shown in **Figure 4**. This distribution pattern was used to distribute and assign the project trips to the study roadways and intersections. The copy of the model distribution plot is included in the **Appendix E.**

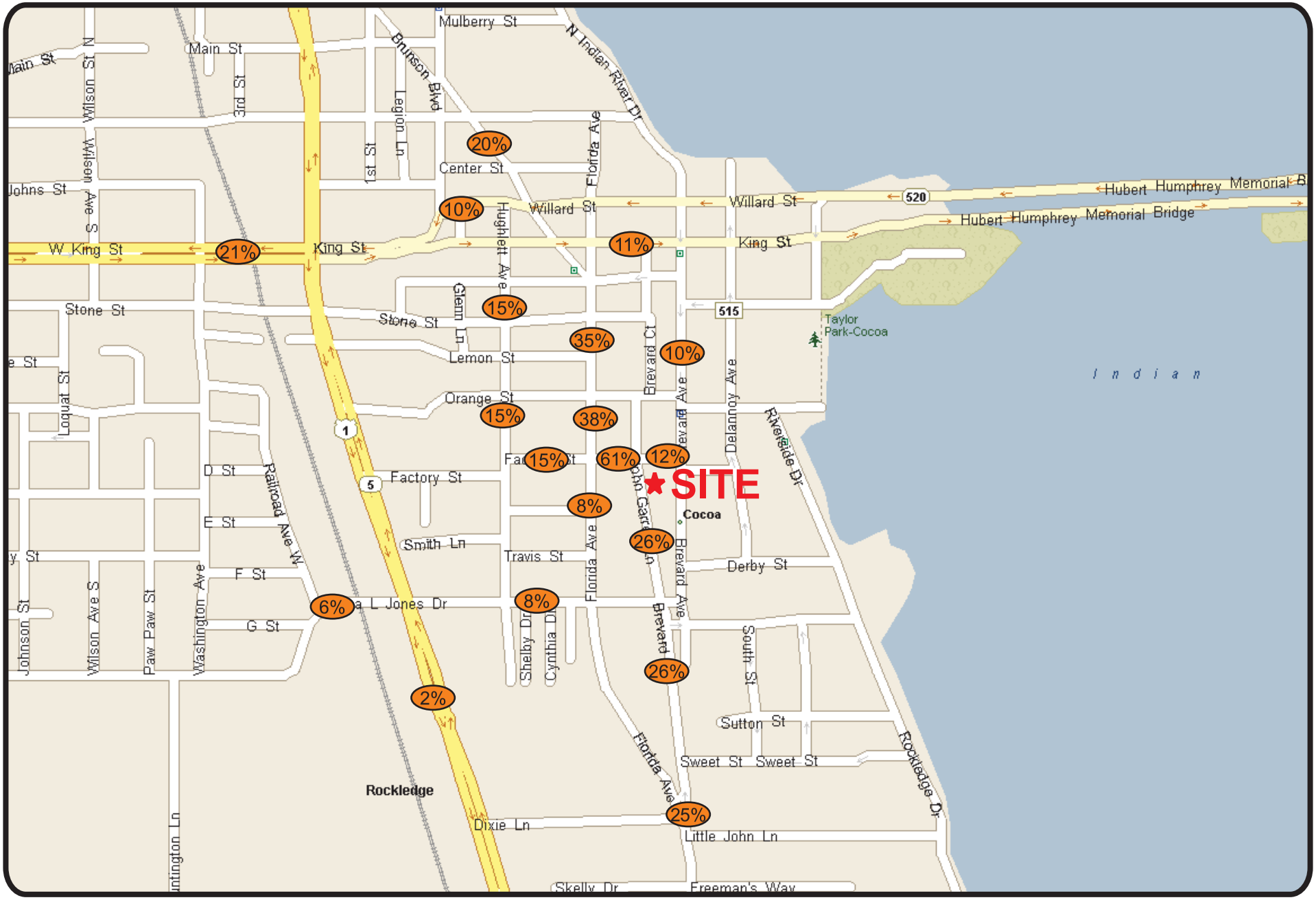


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Boutique Hotel
Project № 5280
Figure 3

Proposed Site Plan

N



Boutique Hotel
Project № 5280
Figure 4

Project Trip Distribution

N
NTS

Significance Analysis

As per Brevard County procedures and requirements for the TIA, the influence area of the proposed project will include those roadway segments where project trips consume 5% or more of the Maximum Allowable Volume (MAV). Based upon the significance test performed, as shown in **Table 4**, the project will consume 5% or more of the adopted LOS of one segment of Factory Street. This roadway segment along with the adjacent roadway segments were included in the analysis as follows:

- Florida Avenue from SR 520 to Rosa Jones Boulevard
- Factory Street from Cocoa Boulevard to Hughett Avenue
- Factory Street from Hughett Avenue to Brevard Avenue
- John Garren Lane from Orange Street to Rosa Jones Boulevard
- John Garren Lane from Rosa Jones Boulevard to Florida Avenue
- Brevard Avenue from Factory Street to Rosa Jones Boulevard

Additionally, the following intersections were included in the analysis:

- Brevard Avenue and Factory Street
- Factory Street and John Garren Lane
- Factory Street and Florida Avenue
- Project Entrances

Table 4
Significance Analysis

Seg ID	Roadway	Segment	Lanes	LOS Stnd	MAV	Trip Dist	Proj. Trips	% Of Cap	Sig. at 5% Level?
52	Florida Ave	Peachtree St to SR 520	2	E	15,600	21%	270	1.73%	No
54	Florida Ave	SR 520 to Rosa Jones Blvd	2	E	15,600	53%	681	4.37%	No
55	Florida Ave	Rosa Jones Blvd to US 1	2	E	15,600	8%	103	0.66%	No
--	John Garren Ln	Orange St to Rosa Jones Blvd	2	E	12,480	26%	334	2.68%	No
--	John Garren Ln	Rosa Jones Blvd to Florida Ave	2	E	12,480	26%	334	2.68%	No
--	Factory St	Cocoa Blvd to Hughett Ave	2	E	12,480	0.00%	0	0.00%	No
--	Factory St	Hughett Ave to Brevard Ave	2	E	12,480	61%	784	6.28%	Yes
--	Brevard Avenue	Factory St to Rosa Jones Blvd	2	E	12,480	0.00%	0	0.00%	No

PROJECTED TRAFFIC CONDITIONS

Projected traffic conditions were analyzed using projected daily traffic volumes for the roadway segments and P.M. peak hour volumes for the study intersections. To determine the projected traffic volumes for the project's buildout year, background traffic volumes were combined with project trips. Background traffic volumes were estimated with the use of a minimum annual growth rate of 2.0%. The historical trends analysis of traffic counts in the project vicinity indicated a growth rate of -2.99% during the past 5-8 years. The trends analysis chart is included in **Appendix F**.

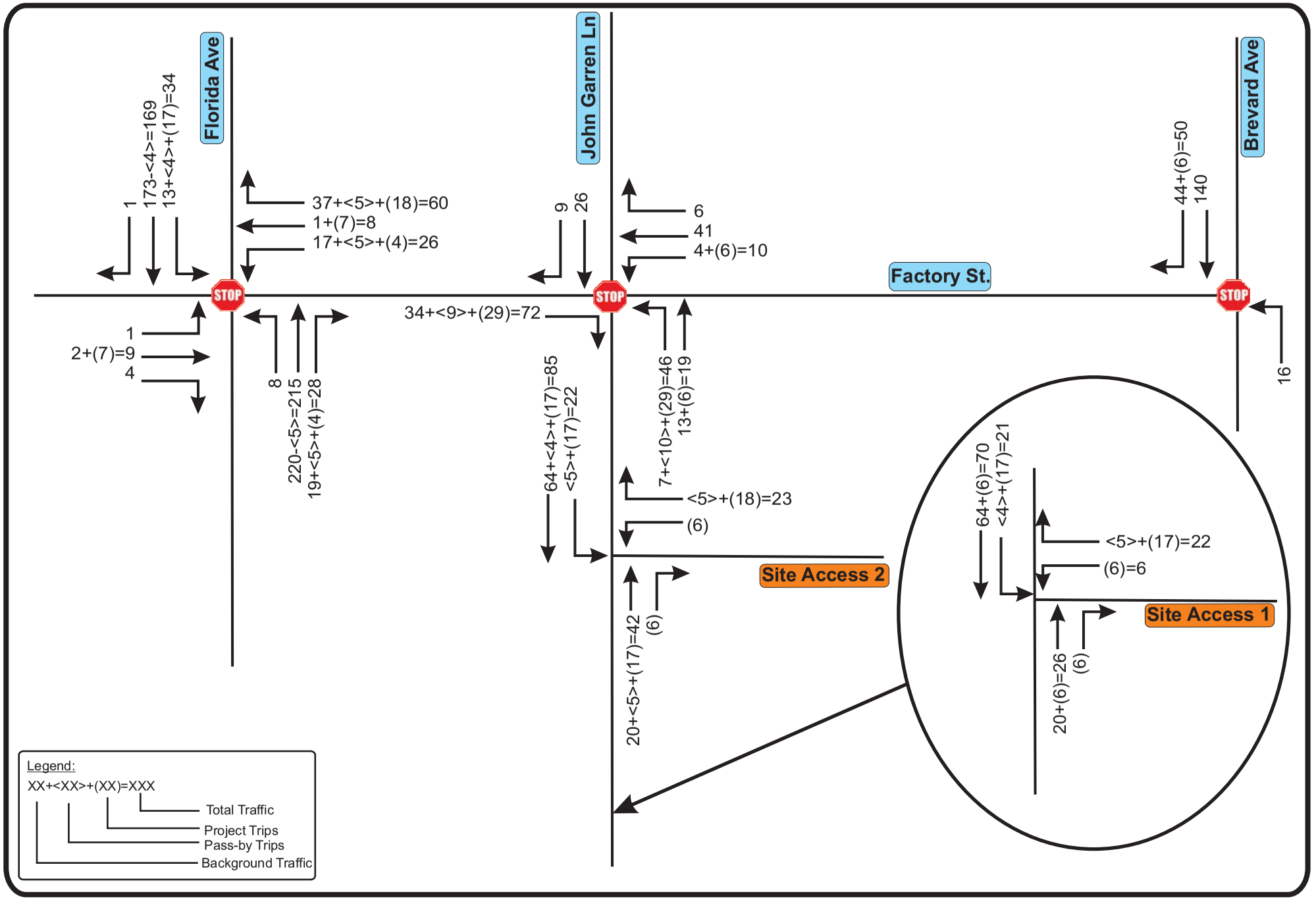
Roadway Segment Analysis

Table 5 is an analysis of the projected traffic conditions for the roadway segments. This table lists the roadway segments along with its number of lanes, functional classification, existing/ projected traffic volumes, LOS/capacity and resultant Level of Service. The table reveals that the roadway segments are projected to operate satisfactorily within its adopted LOS standard.

Table 5
Projected Traffic Conditions Analysis

Roadway Segment	No. of Lanes	Functional Classification	Adopted		Projected Peak Hour Daily Volume			V/C Ratio	Projected LOS
			LOS	MAV	Background*	Project Trips	Total Volume		
Florida Avenue									
SR 520 to Rosa Jones Blvd	2	Urban Minor Collector	E	15,600	5,173	681	5,854	0.38	C
Factory Street									
Cocoa Blvd to Hughett Ave	2	Local Street	E	12,480	118	0	118	0.01	C
Hughett Ave to Brevard Ave	2	Local Street	E	12,480	883	784	1,667	0.13	C
John Garren Ln									
Orange St to Rosa Jones Blvd	2	Local Street	E	12,480	542	334	876	0.07	C
Rosa Jones Blvd to Florida Ave	2	Local Street	E	12,480	542	334	876	0.07	C
Brevard Avenue									
Factory St to Rosa Jones Blvd	2	Local Street	E	12,480	1,955	0	1,955	0.16	C

* Existing Volume (highest of the intersection count) X 1.06



Boutique Hotel
Project № 5280

Figure 5

Projected P.M. Peak Hour Volumes

N
NTS

812

Intersection Analysis

The projected traffic volumes at the study intersections and site access driveway are depicted in **Figure 5**. The figure shows the background P.M. peak hour traffic along with traffic generated by the project development. The intersections were analyzed utilizing *Highway Capacity Software (HCS7.7)* in accordance with the *Highway Capacity Manual* (HCM 6E). The results of this analysis as summarized in **Table 6** indicate satisfactory traffic operating conditions at the study intersection and the proposed driveway under projected conditions. The *HCS7.7* capacity analysis worksheets are included in **Appendix G**.

Table 6
Projected Intersection Capacity Analysis

Intersection	Control	EB		WB		NB		SB		Overall	
		Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
Brevard Ave & Factory Street	STOP	--	--	--	--	6.6	A	6.7	A	6.6	A
Factory Street & John Garren Lane	STOP	8.9	A	10.9	B	7.4	A	--	--	--	--
Factory Street & Florida Avenue	STOP	12.9	B	12.6	B	7.6	A	7.9	A	--	--
John Garren Lane & Site Access 1	STOP	--	--	8.8	A	--	--	7.3	A	--	--
John Garren Lane & Site Access 2	STOP	--	--	8.9	A	--	--	7.3	A	--	--

STUDY CONCLUSIONS

This traffic analysis was conducted in order to assess the traffic impact of a Boutique Hotel at with adjacent retail stores/shops in Brevard County, Florida. Located in the northeast corner of Factory Street and John Garren Lane, the proposed development will consist of 107 Hotel rooms and 4,800 square feet of retail. The findings of this analysis are as follows:

- The proposed development will generate 1,285 new net daily trips and 93 new net P.M. peak hour trips, of which 46 will be entering and 47 will be exiting.

- The analysis of existing conditions indicates that the impacted roadway segments and the study intersections currently operate at satisfactory Levels of Service.

- The analysis of projected traffic conditions revealed that the roadway segments, study intersections and the site access driveway will not be deficient in traffic capacity. The roadway segments and the intersections are projected to operate at satisfactory Levels of Service with project trips added.

- The site is proposed to be served via two access driveways on John Garren Lane. It is proposed that Factory Street be converted to one-way operation westbound adjacent to the development site.

APPENDICES

APPENDIX A

Traffic Count Database

SPACE COAST TRANSPORTATION PLANNING ORGANIZATION TRAFFIC COUNTS: 2009 - 2018

ID	ROAD	SEGMENT (Sections)	2009 AADT	2010 AADT	2011 AADT	2012 AADT	2013 AADT	2014 AADT	2015 AADT	2016 AADT	2017 AADT	2018 AADT	Current MAV	Last Count Taken	Functional Classification
AREA: CENTRAL															
	FISKE	BARTON-SR 520	23,975	24,613	22,435	20,600	20,578	20,465	21,915	20,000	20,118	20,908			
42	FISKE	Barton-St Andrews	27,300	27,910	25,190	23,480	23,250	24,240	24,150	24,200	22,660	24,320	41,790	1/17/2018	Urban Principal Arterial-Other
41	FISKE	St Andrews-Pluckebaum	27,410	28,010	25,980	23,650	23,370	22,620	25,300	23,490	23,080	23,970	41,790	1/17/2018	Urban Principal Arterial-Other
40	FISKE	Pluckebaum-Rosa Jones	21,340	21,950	20,030	18,360	18,700	18,130	19,860	18,210	18,920	17,720	41,790	2/21/2018	Urban Principal Arterial-Other
38	FISKE	Rosa Jones-SR 520	19,850	20,580	18,540	16,910	16,990	16,870	18,350	14,100	15,810	17,620	41,790	1/23/2018	Urban Principal Arterial-Other
37	FISKE	SR 520-DIXON	9,350	9,240	8,440	8,010	7,490	7,270	8,020	8,220	7,390	7,330	15,600	2/21/2018	Urban Minor Arterial
	FLORIDA	US 1-SR 520	10,785	10,990	8,200	8,400	7,125	6,665	7,025	6,710	6,910	6,260			
55	FLORIDA	US 1-Rosa Jones	11,930	11,680	9,750	8,400	8,140	7,580	7,980	7,330	6,910	7,640	15,600	2/21/2018	Urban Minor Arterial
54	FLORIDA	Rosa Jones-SR 520	9,640	10,300	6,650	NC	6,110	5,750	6,070	6,090	UC	4,880	15,600	2/28/2018	Urban Minor Arterial
	FORREST	SR 520-US1	10,525	11,380	10,490	9,890	11,090	9,240	8,630	7,880	8,585	4,843			
52	FORREST	SR 520-Peachtree	10,360	11,220	10,290	9,890	12,580	10,170	9,890	8,700	8,930	NC	15,600	2/8/2017	Urban Minor Arterial
53	FORREST	Peachtree-US 1	10,690	11,540	10,690	NC	9,600	8,310	7,370	7,060	8,240	8,100	15,600	3/14/2018	Urban Minor Arterial
67	FRIDAY	SR 520-SR 524	1,680	1,480	1,220	1,170	1,150	1,220	1,530	1,390	1,500	1,470	15,600	1/24/2018	Urban Major Collector
64	FRIDAY	SR 524-JAMES	3,190	3,180	3,230	3,080	3,020	NC	3,290	NC	3,210	NC	17,700	2/1/2017	Urban Local
593	JDG F JAMIESON	TAVISTOCK DRIVE-STADIUM						4,400	4,480	4,650	5,040	4,960	17,700	1/10/2018	Urban Local
	JDG F JAMIESON	STADIUM-LAKE ANDREW	13,665	14,180	14,310	14,385	14,760	15,795	15,785	16,295	16,400	16,400			
80	JDG F JAMIESON	Stadium-Gov't Ctr./Sch. Bd. Main Entrance	13,310	13,660	13,800	13,810	14,310	14,780	15,380	15,970	16,190	16,250	39,800	1/10/2018	Urban Minor Arterial
78	JDG F JAMIESON	Gov't Ctr./Sch. Bd. Entrance-Lake Andrew	14,020	14,700	14,820	14,960	15,210	16,810	16,190	16,620	16,610	16,550	39,800	2/21/2018	Urban Minor Arterial
	LAKE	COX-SR 520	4,270	4,460	3,797	3,287	3,190	3,133	3,767	4,033	3,870	4,510			
85	LAKE	Cox-Range	3,680	NC	3,180	2,290	2,120	2,150	2,630	2,790	2,890	NC	17,700	2/1/2017	Urban Major Collector
62	LAKE	Range-Clearlake	4,340	4,010	3,820	3,500	3,470	3,260	3,860	3,750	4,040	NC	15,600	2/1/2017	Urban Major Collector
68	LAKE	Clearlake-SR 520	4,790	4,910	4,390	4,070	3,980	3,990	4,810	5,560	4,680	4,510	15,600	2/28/2018	Urban Major Collector
	LAKE ANDREW	WICKHAM-JAMIESON	15,540	16,395	16,445	16,625	16,555	17,085	17,900	17,350	17,130	19,090			
81	LAKE ANDREW	Wickham-The Avenue Main Ent.	17,650	17,950	18,070	18,220	18,320	18,810	19,940	18,480	18,990	18,980	39,800	2/21/2018	Urban Minor Arterial
82	LAKE ANDREW	The Avenue Main Ent.-Jamieson	13,430	14,840	14,820	15,030	14,790	15,360	15,860	16,220	15,270	19,200	39,800	1/10/2018	Urban Minor Arterial
86	MICHIGAN	RANGE-CLEARLAKE	NC	5,170	NC	4,180	NC	3,930	NC	4,180	NC	4,450	15,600	1/30/2018	Urban Major Collector
48	MICHIGAN	CLEARLAKE-US 1	12,790	12,940	12,630	11,990	12,070	10,280	8,420	9,940	10,820	11,090	39,800	1/30/2018	Urban Minor Arterial
	MURRELL	WICKHAM-BARNES	17,913	17,863	17,495	17,275	16,630	16,070	17,400	16,978	16,493	17,170			
528	MURRELL	Wickham-Spyglass	18,610	18,470	17,880	17,810	17,800	17,120	18,160	17,710	16,870	17,330	33,800	1/8/2018	Urban Minor Arterial
59	MURRELL	Spyglass-Viera	17,250	17,420	17,470	16,970	16,840	16,230	16,810	17,230	16,910	17,230	39,800	1/8/2018	Urban Minor Arterial
529	MURRELL	Viera-Club House Drive	19,140	19,250	18,370	18,210	16,830	16,310	18,310	17,430	16,510	17,980	39,800	1/17/2018	Urban Minor Arterial
57	MURRELL	Club House Drive-Barnes	16,650	16,310	16,260	16,110	15,050	14,620	16,320	15,540	15,680	16,140	39,800	1/17/2018	Urban Minor Arterial
592	PEACHTREE	Lake Dr-Fiske					3,010	2,910	NC	NC	NC	3,380	15,600	2/20/2018	Urban Major Collector
	PINEHURST/HOLIDAY SPRINGS	WICKHAM-VIERA BLVD	4,593	4,720	4,685	4,590	4,543	4,458	4,808	4,928	5,088	5,260			
17	PINEHURST	Wickham-Spyglass Hill	6,660	6,960	6,980	6,670	6,490	6,270	6,810	7,100	7,320	7,340	15,600	1/8/2018	Urban Minor Collector
530	PINEHURST	Spyglass Hill-Fargo	5,140	5,250	5,090	5,130	5,140	5,040	5,340	5,350	5,430	5,810	15,600	1/8/2018	Urban Minor Collector
16	PINEHURST	Fargo-Holiday Springs	2,950	3,090	3,050	3,040	3,000	2,950	3,190	3,340	3,380	3,590	15,600	1/10/2018	Urban Minor Collector
94	HOLIDAY SPRINGS	PINEHURST-VIERA BLVD.	3,620	3,580	3,620	3,520	3,540	3,570	3,890	3,920	4,220	4,300	15,600	2/28/2018	Urban Minor Collector
568	PLUCKEBAUM	Clearlake-Fiske	7,560	7,470	7,400	6,540	5,970	6,240	7,030	6,490	6,560	7,570	15,600	1/23/2018	Urban Major Collector
	RANGE	SR 520-MICHIGAN	3,440	UC	4,340	5,150	4,330	5,140	4,760	5,860	4,740	5,970			
531	RANGE	SR 520-Lake	3,440	UC	3,260	NC	4,330	NC	4,760	NC	4,740	NC	15,600	2/1/2017	Urban Major Collector
532	RANGE	Lake-Michigan	NC	UC	5,420	5,150	NC	5,140	NC	5,860	NC	5,970	15,600	2/20/2018	Urban Major Collector
74	ROSETINE	RANGE-CLEARLAKE		NC	2,850	2,680	NC	2,730	NC	NC	NC	2,920	15,600	1/30/2018	Urban Minor Collector

**Note: 2016 AADT's Beaches area were counted twice in 2016 and the AADT listed is the average of the two counts.*
NC=Not Counted; UC=Under Construction

APPENDIX B

Existing Intersection Traffic Counts & Seasonal Factor

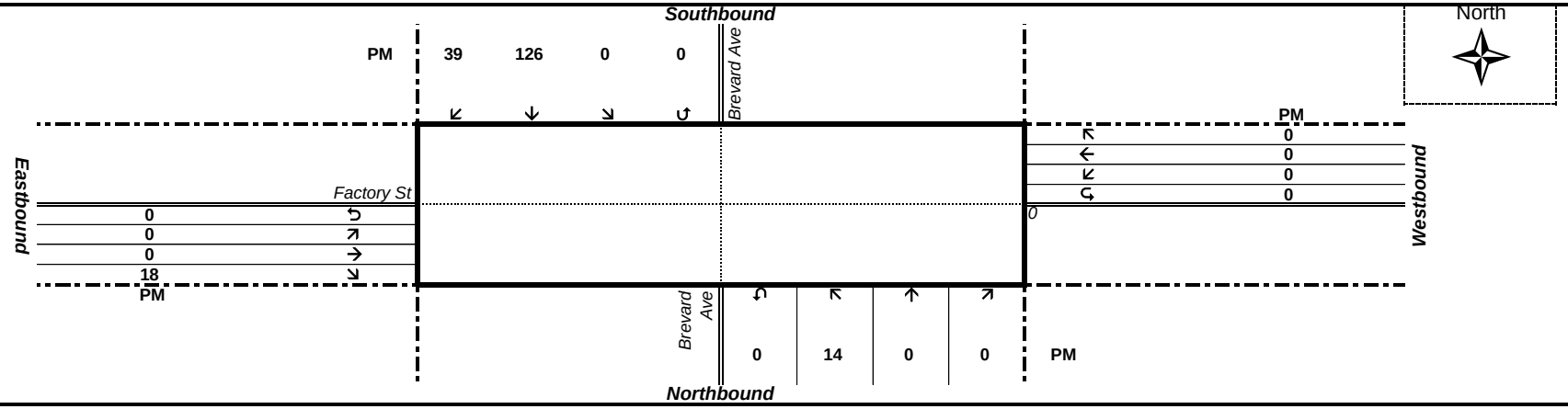
15 MINUTE TURNING MOVEMENT COUNTS

(Cars and Trucks)

DATE: August 13, 2019 (Tuesday) **CITY:** Cocoa **LATITUDE:** 0

LOCATION: Brevard Ave & Factory St **COUNTY:** Brevard County **LONGITUDE:** 0

	Brevard Ave					Brevard Ave						Factory St											
TIME	NORTHBOUND					SOUTHBOUND					N/S	EASTBOUND					WESTBOUND					E/W	GRAND
BEGIN	L	T	R	*U-turn*	TOTAL	L	T	R	*U-turn*	TOTAL	TOTAL	L	T	R	*U-turn*	TOTAL	L	T	R	*U-turn*	TOTAL	TOTAL	TOTAL
04:00 PM	2	0	0	0	**2**	0	30	4	0	**34**	**36**	0	0	4	0	**4**	0	0	0	0	**0**	**4**	**40**
04:15 PM	2	0	0	0	**2**	0	29	12	0	**41**	**43**	0	0	7	0	**7**	0	0	0	0	**0**	**7**	**50**
04:30 PM	4	0	0	0	**4**	0	31	5	0	**36**	**40**	0	0	4	0	**4**	0	0	0	0	**0**	**4**	**44**
04:45 PM	6	0	0	0	**6**	0	39	9	0	**48**	**54**	0	0	5	0	**5**	0	0	0	0	**0**	**5**	**59**
TOTAL	14	0	0	0	**14**	0	129	30	0	**159**	**173**	0	0	20	0	**20**	0	0	0	0	**0**	**20**	**193**
05:00 PM	2	0	0	0	**2**	0	27	13	0	**40**	**42**	0	0	2	0	**2**	0	0	0	0	**0**	**2**	**44**
05:15 PM	4	0	0	0	**4**	0	26	5	0	**31**	**35**	0	0	1	0	**1**	0	0	0	0	**0**	**1**	**36**
05:30 PM	4	0	0	0	**4**	0	33	4	0	**37**	**41**	0	0	1	0	**1**	0	0	0	0	**0**	**1**	**42**
05:45 PM	4	0	0	0	**4**	0	30	7	0	**37**	**41**	0	0	2	0	**2**	0	0	0	0	**0**	**2**	**43**
TOTAL	14	0	0	0	**14**	0	116	29	0	**145**	**159**	0	0	6	0	**6**	0	0	0	0	**0**	**6**	**165**
PM Peak																						**Peak Hour Factor:**	**0.835**
04:15 PM to 05:15 PM	**14**	**0**	**0**	**0**	**14**	**0**	**126**	**39**	**0**	**165**	**179**	**0**	**0**	**18**	**0**	**18**	**0**	**0**	**0**	**0**	**0**	**18**	**197**



15 MINUTE TURNING MOVEMENT COUNTS

(Trucks Only)

DATE: August 13, 2019 (Tuesday) **CITY:** Cocoa **LATITUDE:** 0

LOCATION: Brevard Ave & Factory St **COUNTY:** Brevard County **LONGITUDE:** 0

	Brevard Ave					Brevard Ave						Factory St											
TIME	NORTHBOUND					SOUTHBOUND					N/S	EASTBOUND					WESTBOUND					E/W	GRAND
BEGIN	L	T	R	*U-turn*	TOTAL	L	T	R	*U-turn*	TOTAL	TOTAL	L	T	R	*U-turn*	TOTAL	L	T	R	*U-turn*	TOTAL	TOTAL	TOTAL
04:00 PM	0	0	0	0	**0**	0	1	0	0	**1**	**1**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**1**
04:15 PM	0	0	0	0	**0**	0	0	0	0	**0**	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**0**
04:30 PM	0	0	0	0	**0**	0	0	0	0	**0**	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**0**
04:45 PM	0	0	0	0	**0**	0	0	0	0	**0**	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**0**
TOTAL	0	0	0	0	**0**	0	1	0	0	**1**	**1**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**1**
05:00 PM	0	0	0	0	**0**	0	0	0	0	**0**	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**0**
05:15 PM	0	0	0	0	**0**	0	0	0	0	**0**	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**0**
05:30 PM	0	0	0	0	**0**	0	0	0	0	**0**	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**0**
05:45 PM	0	0	0	0	**0**	0	0	0	0	**0**	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**0**
TOTAL	0	0	0	0	**0**	0	0	0	0	**0**	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**0**
PM Peak																							
04:15 PM to 05:15 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

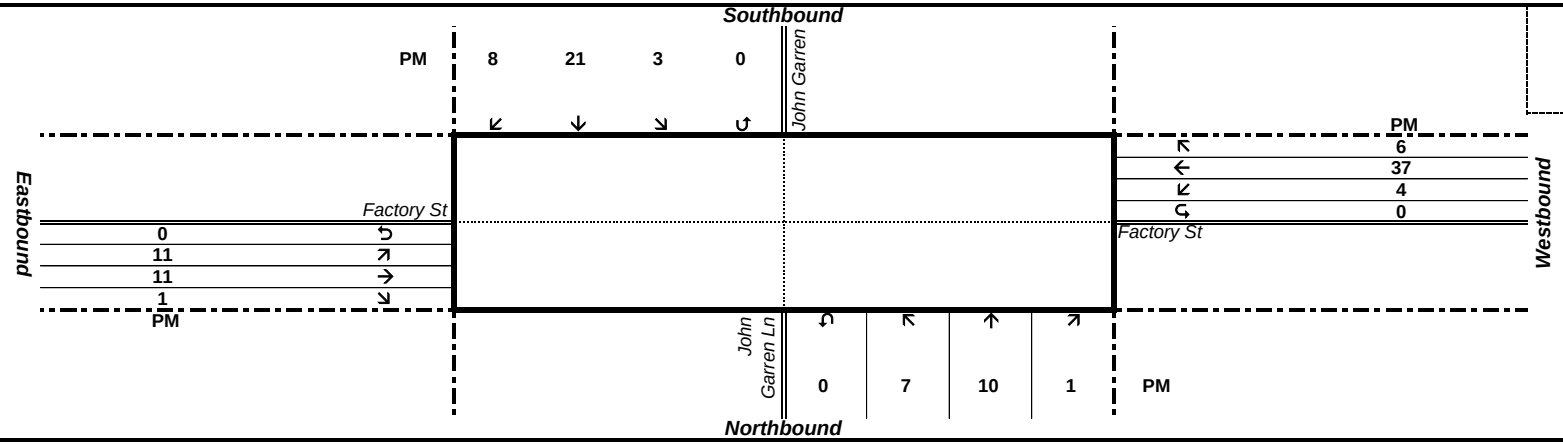
15 MINUTE TURNING MOVEMENT COUNTS

(Cars and Trucks)

DATE: August 13, 2019 (Tuesday) **CITY:** Cocoa **LATITUDE:** 0

LOCATION: John Garren Ln & Factory St **COUNTY:** Brevard County **LONGITUDE:** 0

	John Garren Ln					John Garren Ln						Factory St						Factory St						
TIME	**NORTHBOUND**					**SOUTHBOUND**					**N/S**	**EASTBOUND**					**WESTBOUND**					**E/W**	**GRAND**
BEGIN	**L**	**T**	**R**	***U-turn***	**TOTAL**	**L**	**T**	**R**	***U-turn***	**TOTAL**	**TOTAL**	**L**	**T**	**R**	***U-turn***	**TOTAL**	**L**	**T**	**R**	***U-turn***	**TOTAL**	**TOTAL**	**TOTAL**
04:00 PM	0	0	0	0	**0**	0	1	1	0	**2**	**2**	4	6	0	0	**10**	2	7	0	0	**9**	**19**	**21**
04:15 PM	1	2	0	0	**3**	1	3	1	0	**5**	**8**	3	3	1	0	**7**	1	9	1	0	**11**	**18**	**26**
04:30 PM	2	4	1	0	**7**	1	2	0	0	**3**	**10**	2	2	0	0	**4**	0	10	3	0	**13**	**17**	**27**
04:45 PM	3	4	0	0	**7**	1	8	4	0	**13**	**20**	3	4	0	0	**7**	2	10	2	0	**14**	**21**	**41**
TOTAL	6	10	1	0	**17**	3	14	6	0	**23**	**40**	12	15	1	0	**28**	5	36	6	0	**47**	**75**	**115**
05:00 PM	1	0	0	0	**1**	0	8	3	0	**11**	**12**	3	2	0	0	**5**	1	8	0	0	**9**	**14**	**26**
05:15 PM	0	4	0	0	**4**	0	5	1	0	**6**	**10**	1	2	1	0	**4**	0	8	1	0	**9**	**13**	**23**
05:30 PM	1	1	0	0	**2**	0	1	3	0	**4**	**6**	3	0	2	0	**5**	0	5	2	0	**7**	**12**	**18**
05:45 PM	0	2	0	0	**2**	0	3	0	0	**3**	**5**	2	3	0	0	**5**	0	8	2	0	**10**	**15**	**20**
TOTAL	2	7	0	0	**9**	0	17	7	0	**24**	**33**	9	7	3	0	**19**	1	29	5	0	**35**	**54**	**87**
PM Peak																						**Peak Hour Factor:**	**0.732**
04:15 PM to 05:15 PM	**7**	**10**	**1**	**0**	**18**	**3**	**21**	**8**	**0**	**32**	**50**	**11**	**11**	**1**	**0**	**23**	**4**	**37**	**6**	**0**	**47**	**70**	**120**



15 MINUTE TURNING MOVEMENT COUNTS

(Trucks Only)

DATE: August 13, 2019 (Tuesday) **CITY:** Cocoa **LATITUDE:** 0

LOCATION: John Garren Ln & Factory St **COUNTY:** Brevard County **LONGITUDE:** 0

	John Garren Ln					John Garren Ln						Factory St					Factory St						
TIME	NORTHBOUND					SOUTHBOUND					N/S	EASTBOUND					WESTBOUND					E/W	GRAND
BEGIN	L	T	R	*U-turn*	TOTAL	L	T	R	*U-turn*	TOTAL	TOTAL	L	T	R	*U-turn*	TOTAL	L	T	R	*U-turn*	TOTAL	TOTAL	TOTAL
04:00 PM	0	0	0	0	**0**	0	0	0	0	**0**	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**0**
04:15 PM	0	0	0	0	**0**	0	0	0	0	**0**	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**0**
04:30 PM	0	0	0	0	**0**	0	0	0	0	**0**	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**0**
04:45 PM	0	0	0	0	**0**	0	0	0	0	**0**	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**0**
TOTAL	0	0	0	0	**0**	0	0	0	0	**0**	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**0**
05:00 PM	0	0	0	0	**0**	0	0	0	0	**0**	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**0**
05:15 PM	0	0	0	0	**0**	0	0	0	0	**0**	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**0**
05:30 PM	0	0	0	0	**0**	0	0	0	0	**0**	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**0**
05:45 PM	0	0	0	0	**0**	0	0	0	0	**0**	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**0**
TOTAL	0	0	0	0	**0**	0	0	0	0	**0**	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**0**
PM Peak																							
04:15 PM to 05:15 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

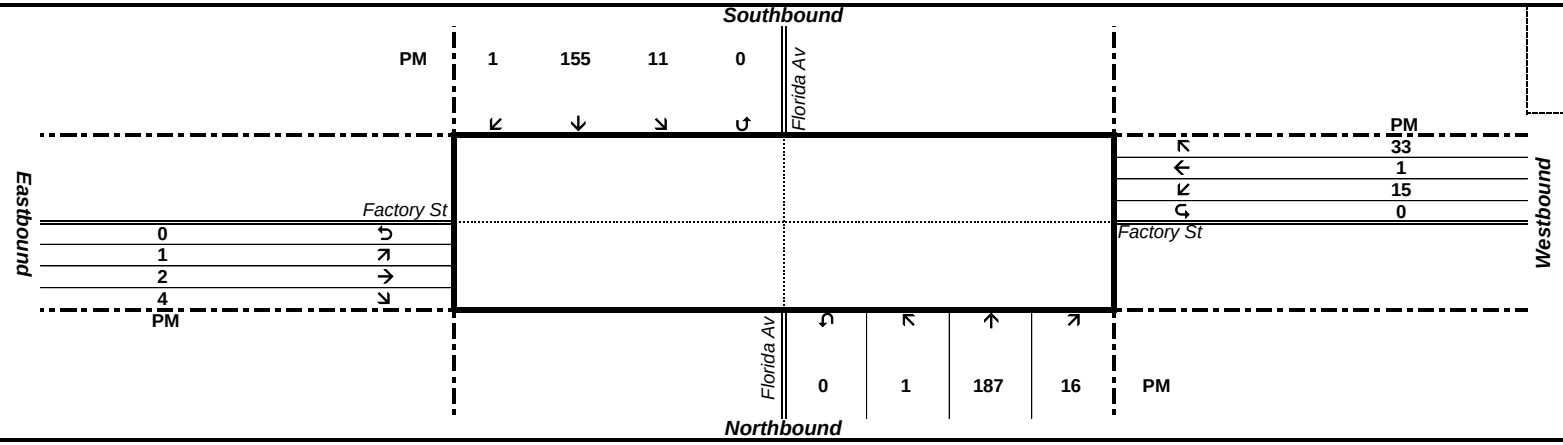
15 MINUTE TURNING MOVEMENT COUNTS

(Cars and Trucks)

DATE: August 13, 2019 (Tuesday) **CITY:** Cocoa **LATITUDE:** 0

LOCATION: Florida Av & Factory St **COUNTY:** Brevard County **LONGITUDE:** 0

	Florida Av					Florida Av						Factory St						Factory St						
TIME	NORTHBOUND					SOUTHBOUND					N/S	EASTBOUND					WESTBOUND					E/W	GRAND
BEGIN	L	T	R	*U-turn*	TOTAL	L	T	R	*U-turn*	TOTAL	TOTAL	L	T	R	*U-turn*	TOTAL	L	T	R	*U-turn*	TOTAL	TOTAL	TOTAL
04:00 PM	0	59	6	0	**65**	5	45	0	0	**50**	**115**	0	0	3	0	**3**	3	0	5	0	**8**	**11**	**126**
04:15 PM	0	39	5	0	**44**	2	37	0	0	**39**	**83**	0	0	0	0	**0**	4	0	8	0	**12**	**12**	**95**
04:30 PM	1	48	3	0	**52**	1	30	0	0	**31**	**83**	0	0	1	0	**1**	6	0	6	0	**12**	**13**	**96**
04:45 PM	0	41	2	0	**43**	3	43	1	0	**47**	**90**	1	2	0	0	**3**	2	1	14	0	**17**	**20**	**110**
TOTAL	1	187	16	0	**204**	11	155	1	0	**167**	**371**	1	2	4	0	**7**	15	1	33	0	**49**	**56**	**427**
05:00 PM	0	50	2	0	**52**	0	41	2	0	**43**	**95**	0	2	0	0	**2**	5	3	7	0	**15**	**17**	**112**
05:15 PM	1	52	0	0	**53**	2	31	1	0	**34**	**87**	4	0	1	0	**5**	1	3	5	0	**9**	**14**	**101**
05:30 PM	0	34	2	0	**36**	5	31	5	0	**41**	**77**	1	0	1	0	**2**	2	1	5	0	**8**	**10**	**87**
05:45 PM	1	27	1	0	**29**	2	27	1	0	**30**	**59**	1	2	0	0	**3**	2	2	5	0	**9**	**12**	**71**
TOTAL	2	163	5	0	**170**	9	130	9	0	**148**	**318**	6	4	2	0	**12**	10	9	22	0	**41**	**53**	**371**
PM Peak																					**Peak Hour Factor:**		**0.847**
04:00 PM to 05:00 PM	**1**	**187**	**16**	**0**	**204**	**11**	**155**	**1**	**0**	**167**	**371**	**1**	**2**	**4**	**0**	**7**	**15**	**1**	**33**	**0**	**49**	**56**	**427**



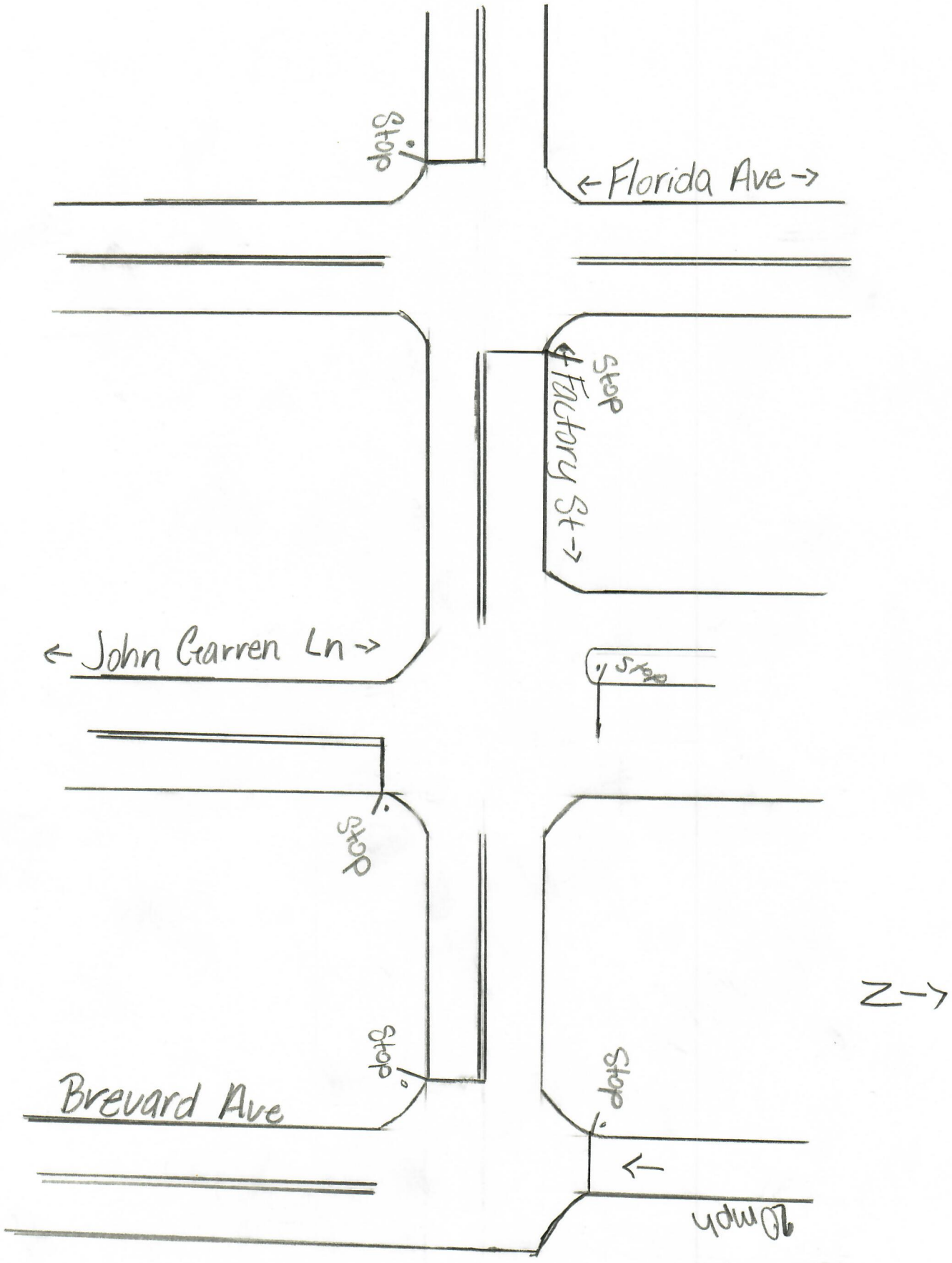
15 MINUTE TURNING MOVEMENT COUNTS

(Trucks Only)

DATE: August 13, 2019 (Tuesday) **CITY:** Cocoa **LATITUDE:** 0

LOCATION: Florida Av & Factory St **COUNTY:** Brevard County **LONGITUDE:** 0

	Florida Av					Florida Av						Factory St					Factory St						
TIME	NORTHBOUND					SOUTHBOUND					N/S	EASTBOUND					WESTBOUND					E/W	GRAND
BEGIN	L	T	R	*U-turn*	TOTAL	L	T	R	*U-turn*	TOTAL	TOTAL	L	T	R	*U-turn*	TOTAL	L	T	R	*U-turn*	TOTAL	TOTAL	TOTAL
04:00 PM	0	0	0	0	**0**	0	1	0	0	**1**	**1**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**1**
04:15 PM	0	1	0	0	**1**	0	0	0	0	**0**	**1**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**1**
04:30 PM	0	0	0	0	**0**	0	1	0	0	**1**	**1**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**1**
04:45 PM	0	1	0	0	**1**	0	0	0	0	**0**	**1**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**1**
TOTAL	0	2	0	0	**2**	0	2	0	0	**2**	**4**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**4**
05:00 PM	0	0	0	0	**0**	1	0	0	0	**1**	**1**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**1**
05:15 PM	0	0	0	0	**0**	0	0	0	0	**0**	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**0**
05:30 PM	0	0	0	0	**0**	0	0	0	0	**0**	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**0**
05:45 PM	0	0	0	0	**0**	0	0	0	0	**0**	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**0**
TOTAL	0	0	0	0	**0**	1	0	0	0	**1**	**1**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	**1**
PM Peak																							
04:00 PM to 05:00 PM	**0**	**2**	**0**	**0**	**2**	**0**	**2**	**0**	**0**	**2**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**


Stop
← Florida Ave →
Stop
← Factory St →
← John Garren Ln →
Stop
Stop
Stop
Brevard Ave
Stop
←
20 mph
Z →

2018 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 7000 BREVARD COUNTYWIDE

MOCF: 0.91

WEEK	DATES	SF	PSCF
1	01/01/2018 - 01/06/2018	1.03	1.13
2	01/07/2018 - 01/13/2018	1.02	1.12
3	01/14/2018 - 01/20/2018	1.01	1.11
4	01/21/2018 - 01/27/2018	0.98	1.08
* 5	01/28/2018 - 02/03/2018	0.95	1.04
* 6	02/04/2018 - 02/10/2018	0.93	1.02
* 7	02/11/2018 - 02/17/2018	0.90	0.99
* 8	02/18/2018 - 02/24/2018	0.89	0.98
* 9	02/25/2018 - 03/03/2018	0.89	0.98
*10	03/04/2018 - 03/10/2018	0.89	0.98
*11	03/11/2018 - 03/17/2018	0.88	0.97
*12	03/18/2018 - 03/24/2018	0.89	0.98
*13	03/25/2018 - 03/31/2018	0.91	1.00
*14	04/01/2018 - 04/07/2018	0.92	1.01
*15	04/08/2018 - 04/14/2018	0.93	1.02
*16	04/15/2018 - 04/21/2018	0.94	1.03
*17	04/22/2018 - 04/28/2018	0.97	1.07
18	04/29/2018 - 05/05/2018	1.00	1.10
19	05/06/2018 - 05/12/2018	1.03	1.13
20	05/13/2018 - 05/19/2018	1.06	1.16
21	05/20/2018 - 05/26/2018	1.05	1.15
22	05/27/2018 - 06/02/2018	1.05	1.15
23	06/03/2018 - 06/09/2018	1.04	1.14
24	06/10/2018 - 06/16/2018	1.04	1.14
25	06/17/2018 - 06/23/2018	1.04	1.14
26	06/24/2018 - 06/30/2018	1.04	1.14
27	07/01/2018 - 07/07/2018	1.04	1.14
28	07/08/2018 - 07/14/2018	1.04	1.14
29	07/15/2018 - 07/21/2018	1.04	1.14
30	07/22/2018 - 07/28/2018	1.04	1.14
31	07/29/2018 - 08/04/2018	1.04	1.14
32	08/05/2018 - 08/11/2018	1.05	1.15
33	08/12/2018 - 08/18/2018	1.05	1.15
34	08/19/2018 - 08/25/2018	1.05	1.15
35	08/26/2018 - 09/01/2018	1.05	1.15
36	09/02/2018 - 09/08/2018	1.05	1.15
37	09/09/2018 - 09/15/2018	1.05	1.15
38	09/16/2018 - 09/22/2018	1.05	1.15
39	09/23/2018 - 09/29/2018	1.05	1.15
40	09/30/2018 - 10/06/2018	1.06	1.16
41	10/07/2018 - 10/13/2018	1.06	1.16
42	10/14/2018 - 10/20/2018	1.07	1.18
43	10/21/2018 - 10/27/2018	1.06	1.16
44	10/28/2018 - 11/03/2018	1.05	1.15
45	11/04/2018 - 11/10/2018	1.04	1.14
46	11/11/2018 - 11/17/2018	1.04	1.14
47	11/18/2018 - 11/24/2018	1.03	1.13
48	11/25/2018 - 12/01/2018	1.03	1.13
49	12/02/2018 - 12/08/2018	1.03	1.13
50	12/09/2018 - 12/15/2018	1.03	1.13
51	12/16/2018 - 12/22/2018	1.02	1.12
52	12/23/2018 - 12/29/2018	1.01	1.11
53	12/30/2018 - 12/31/2018	1.01	1.11

* PEAK SEASON

25-FEB-2019 16:26:27 830UPD 5_7000_PKSEASON.TXT

APPENDIX C

Existing Intersection Capacity Analysis Worksheet

HCS7 All-Way Stop Control Report

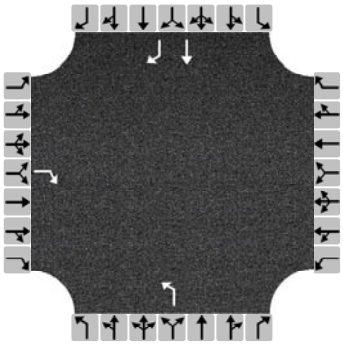
General Information

Analyst	BH
Agency/Co.	TPD, Inc.
Date Performed	8/14/2019
Analysis Year	2019
Analysis Time Period (hrs)	0.25
Time Analyzed	P.M. Peak Hour Existing
Project Description	Boutique Hotel at Coco Village

Site Information

Intersection	Factory St & Brevard Ave
Jurisdiction	Brevard County
East/West Street	Factory St
North/South Street	Brevard Ave
Peak Hour Factor	0.84

Lanes



Vehicle Volume and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume			19				15				132	41
% Thrus in Shared Lane												
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	R						L			T	R	
Flow Rate, v (veh/h)	23						18			157	49	
Percent Heavy Vehicles	1						1			1	1	

Departure Headway and Service Time

Initial Departure Headway, hd (s)	3.20						3.20			3.20	3.20	
Initial Degree of Utilization, x	0.020						0.016			0.140	0.043	
Final Departure Headway, hd (s)	3.80						4.46			4.58	3.88	
Final Degree of Utilization, x	0.024						0.022			0.200	0.053	
Move-Up Time, m (s)	2.0						2.0			2.3	2.3	
Service Time, ts (s)	1.80						2.46			2.28	1.58	

Capacity, Delay and Level of Service

Flow Rate, v (veh/h)	23						18			157	49	
Capacity	946						807			787	929	
95% Queue Length, Q_{95} (veh)	0.1						0.1			0.7	0.2	
Control Delay (s/veh)	6.9						7.6			8.4	6.8	
Level of Service, LOS	A						A			A	A	
Approach Delay (s/veh)	6.9						7.6			8.0		
Approach LOS	A						A			A		
Intersection Delay, s/veh | LOS	7.9						A					

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HCS7 Two-Way Stop-Control Report

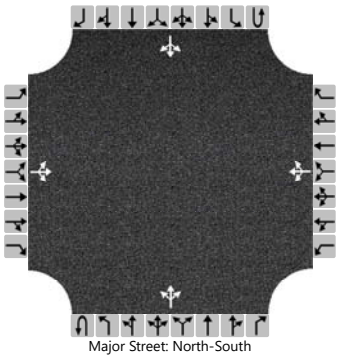
General Information

Analyst	BH
Agency/Co.	TPD, Inc.
Date Performed	8/14/2019
Analysis Year	2019
Time Analyzed	P.M. Peak Hour Existing
Intersection Orientation	North-South
Project Description	Boutique Hotel at Coco Village

Site Information

Intersection	Factory St & John Garren
Jurisdiction	Brevard County
East/West Street	Factory St
North/South Street	John Garren Ln
Peak Hour Factor	0.73
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	0	1	0	0	0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		12	12	1		4	39	6		7	11	1		3	22	8
Percent Heavy Vehicles (%)		1	1	1		1	1	1		1				1		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.11	6.51	6.21		7.11	6.51	6.21		4.11				4.11		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.51	4.01	3.31		3.51	4.01	3.31		2.21				2.21		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			34				67			10				4		
Capacity, c (veh/h)			817				832			1575				1607		
v/c Ratio			0.04				0.08			0.01				0.00		
95% Queue Length, Q_{95} (veh)			0.1				0.3			0.0				0.0		
Control Delay (s/veh)			9.6				9.7			7.3				7.2		
Level of Service (LOS)			A				A			A				A		
Approach Delay (s/veh)	9.6				9.7				2.7				0.7			
Approach LOS	A				A											

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HCS7 Two-Way Stop-Control Report

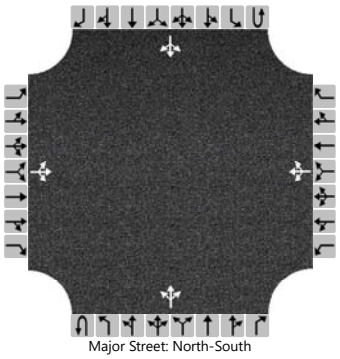
General Information

Analyst	BH
Agency/Co.	TPD, Inc.
Date Performed	8/14/2019
Analysis Year	2019
Time Analyzed	P.M. Peak Hour Existing
Intersection Orientation	North-South
Project Description	Boutique Hotel at Coco Village

Site Information

Intersection	Factory St & Florida Ave
Jurisdiction	Brevard County
East/West Street	Factory St
North/South Street	Florida Ave
Peak Hour Factor	0.85
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	0	1	0	0	0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		1	2	4		16	1	35		1	196	17		12	163	1
Percent Heavy Vehicles (%)		1	1	1		1	1	1		1				1		
Proportion Time Blocked																
Percent Grade (%)		0				0										
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.11	6.51	6.21		7.11	6.51	6.21		4.11				4.11		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.51	4.01	3.31		3.51	4.01	3.31		2.21				2.21		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			8				61			1				14		
Capacity, c (veh/h)			637				668			1386				1321		
v/c Ratio			0.01				0.09			0.00				0.01		
95% Queue Length, Q_{95} (veh)			0.0				0.3			0.0				0.0		
Control Delay (s/veh)			10.7				10.9			7.6				7.8		
Level of Service (LOS)			B				B			A				A		
Approach Delay (s/veh)		10.7				10.9				0.0				0.6		
Approach LOS		B				B										

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APPENDIX D

ITE Trip Generation Sheets

Hotel
(310)

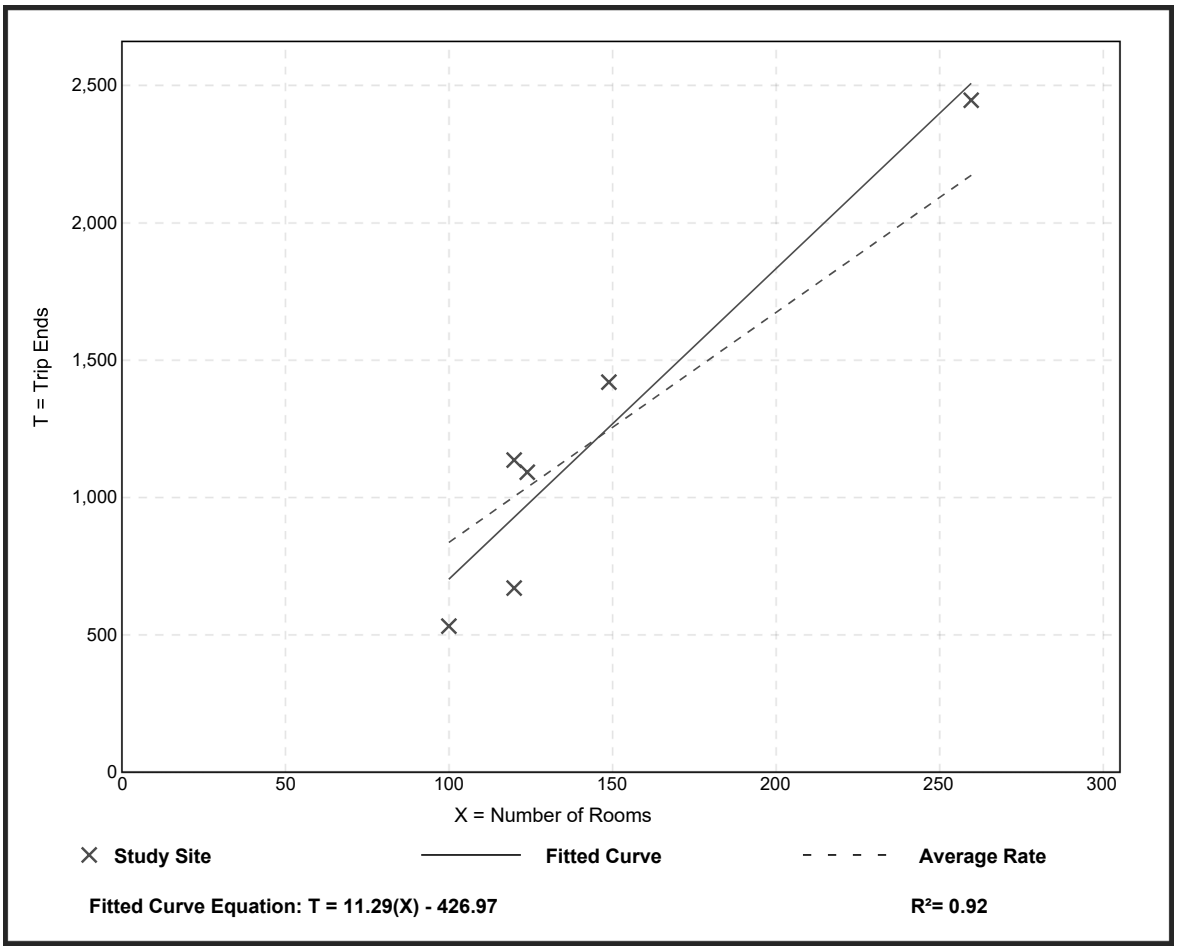
Vehicle Trip Ends vs: **Rooms**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 6
Avg. Num. of Rooms: 146
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
8.36	5.31 - 9.53	1.86

Data Plot and Equation



Trip Generation Manual, 10th Edition ● Institute of Transportation Engineers

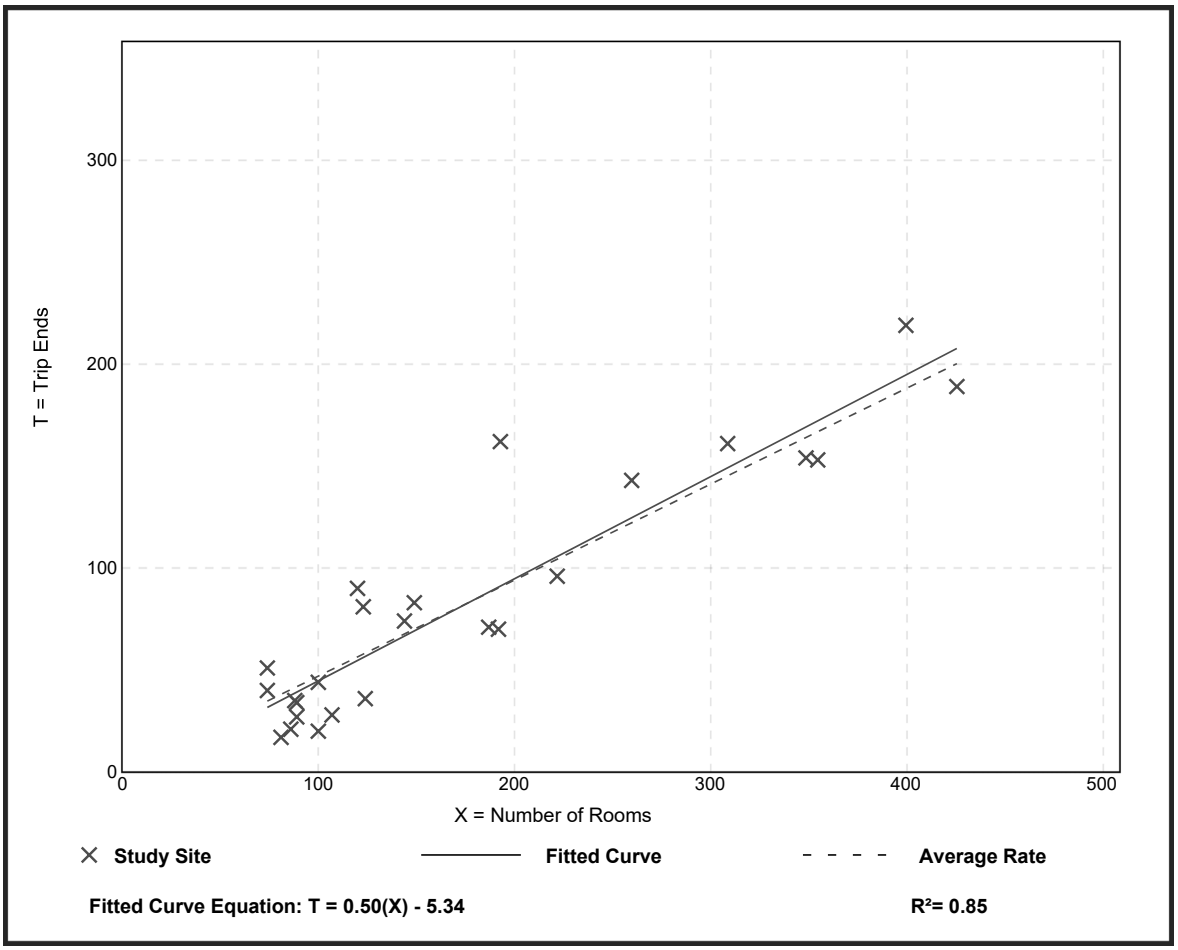
Hotel
(310)

Vehicle Trip Ends vs:	**Rooms**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 7 and 9 a.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	25
Avg. Num. of Rooms:	178
Directional Distribution:	59% entering, 41% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.47	0.20 - 0.84	0.14

Data Plot and Equation



Trip Generation Manual, 10th Edition ● Institute of Transportation Engineers

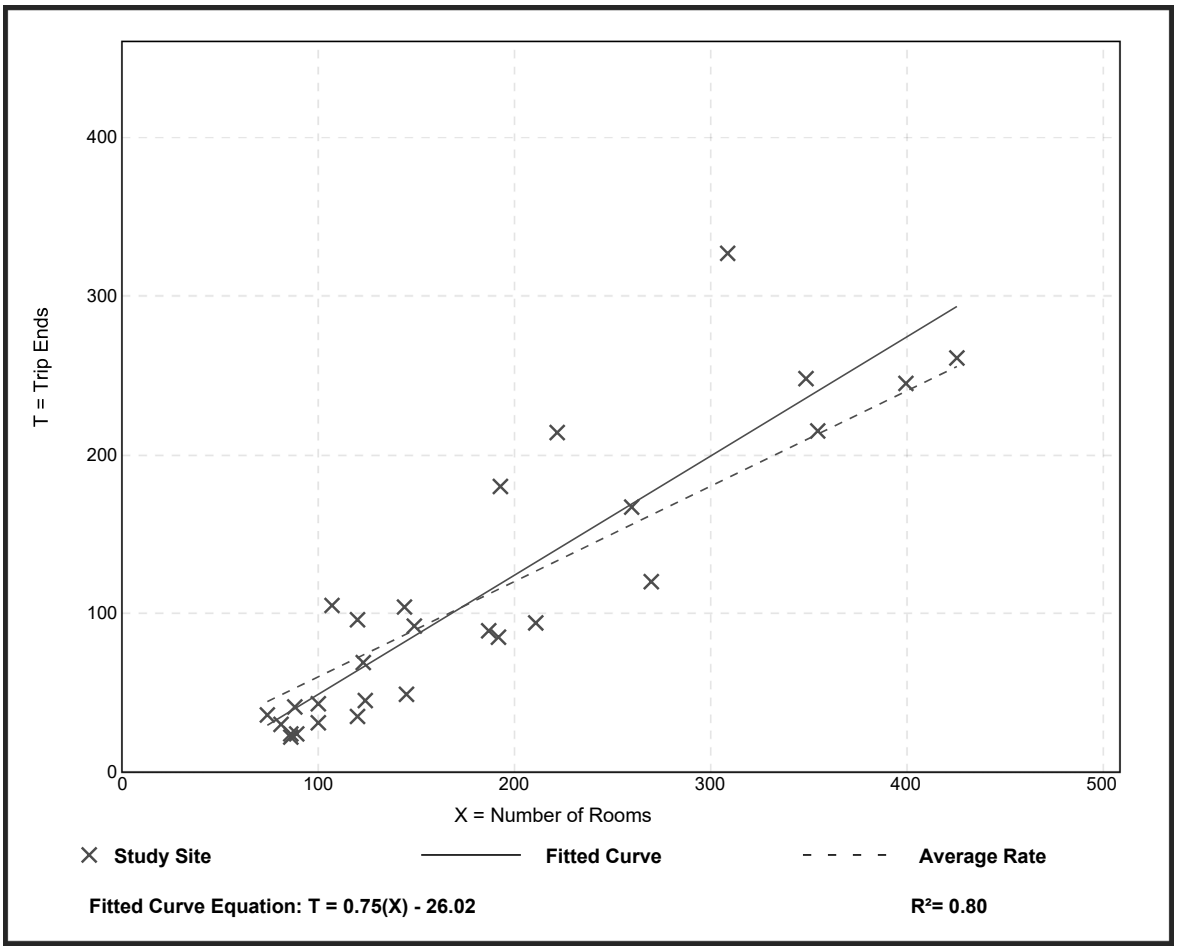
Hotel
(310)

Vehicle Trip Ends vs:	**Rooms**
On a:	**Weekday,** **Peak Hour of Adjacent Street Traffic,** **One Hour Between 4 and 6 p.m.**
Setting/Location:	**General Urban/Suburban**
Number of Studies:	28
Avg. Num. of Rooms:	183
Directional Distribution:	51% entering, 49% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.60	0.26 - 1.06	0.22

Data Plot and Equation



Shopping Center
(820)

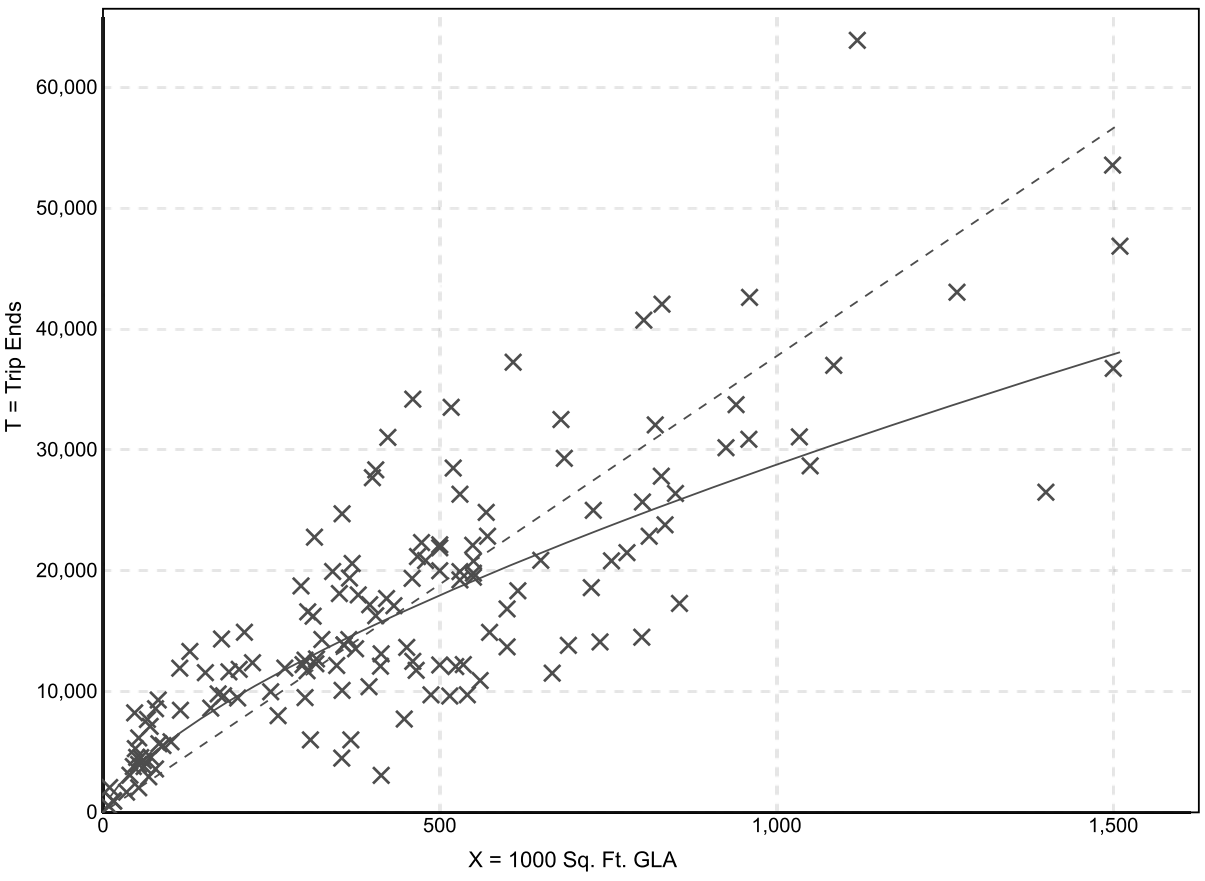
Vehicle Trip Ends vs: **1000 Sq. Ft. GLA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 147
Avg. 1000 Sq. Ft. GLA: 453
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
37.75	7.42 - 207.98	16.41

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.68 Ln(X) + 5.57

R^2= 0.76

Trip Generation Manual, 10th Edition ● Institute of Transportation Engineers

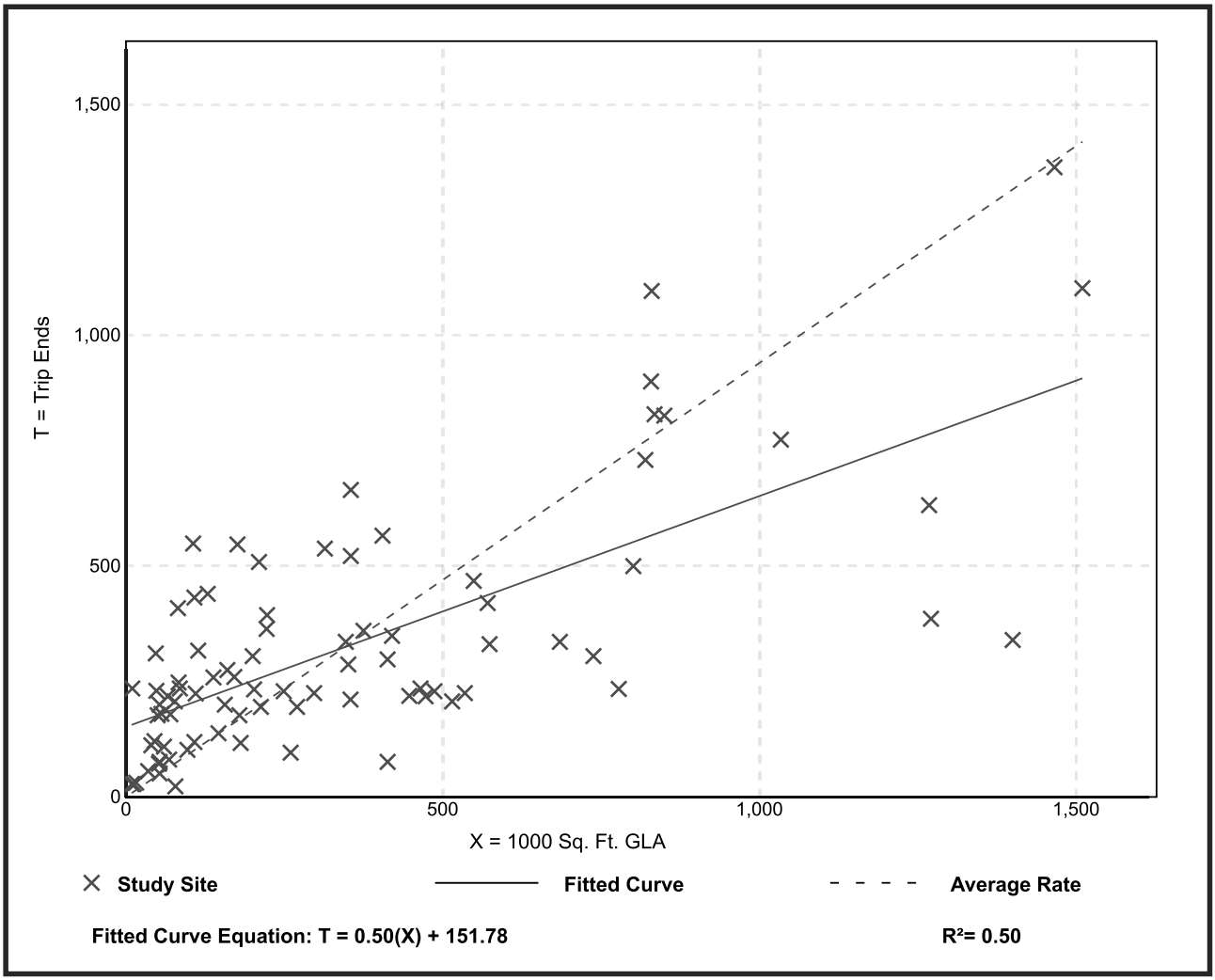
Shopping Center
(820)

Vehicle Trip Ends vs:	**1000 Sq. Ft. GLA**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 7 and 9 a.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	84
Avg. 1000 Sq. Ft. GLA:	351
Directional Distribution:	62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
0.94	0.18 - 23.74	0.87

Data Plot and Equation



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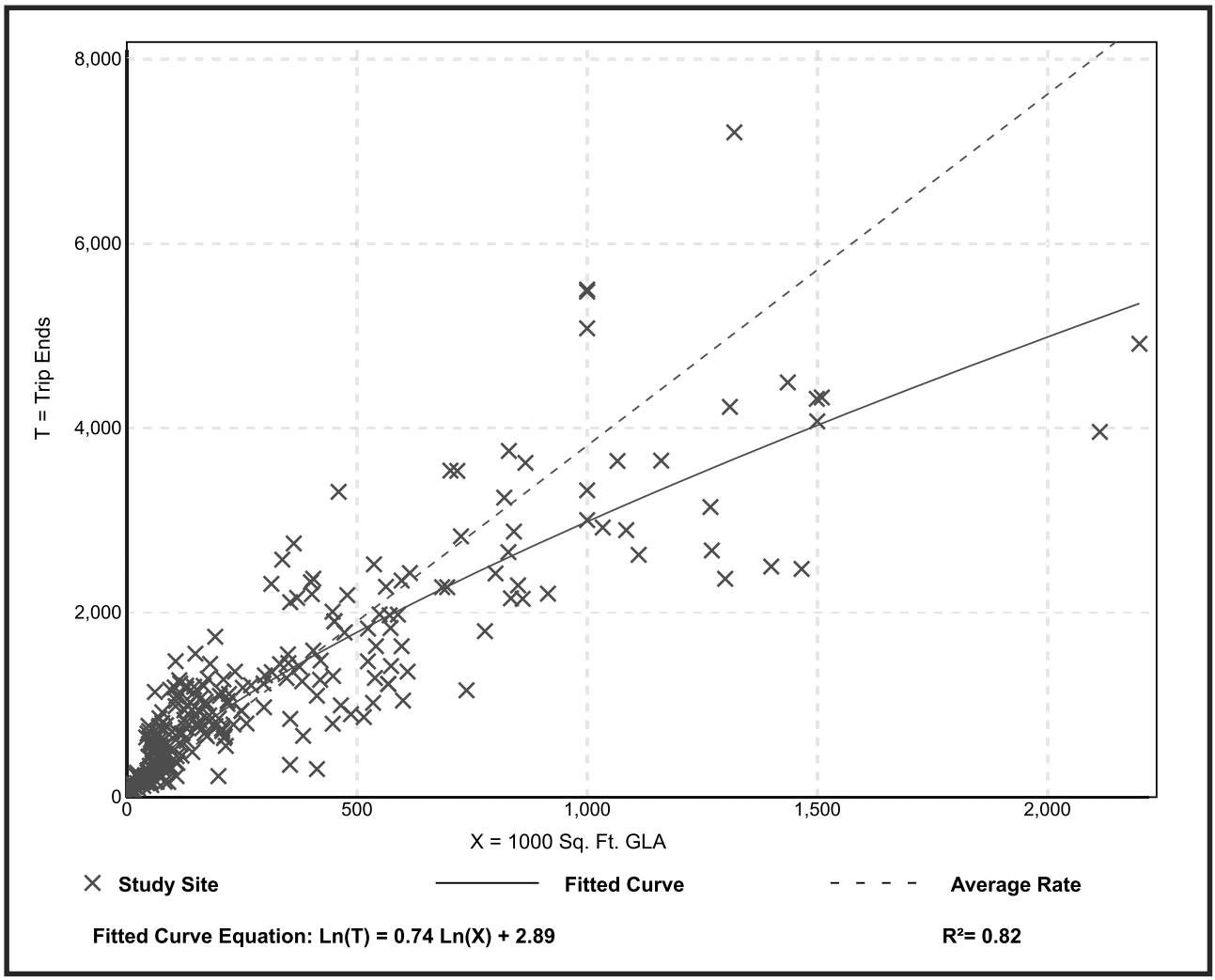
Shopping Center
(820)

Vehicle Trip Ends vs: **1000 Sq. Ft. GLA**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 261
Avg. 1000 Sq. Ft. GLA: 327
Directional Distribution: 48% entering, 52% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
3.81	0.74 - 18.69	2.04

Data Plot and Equation



Trip Generation Manual, 10th Edition ● Institute of Transportation Engineers

APPENDIX E

Model Plot

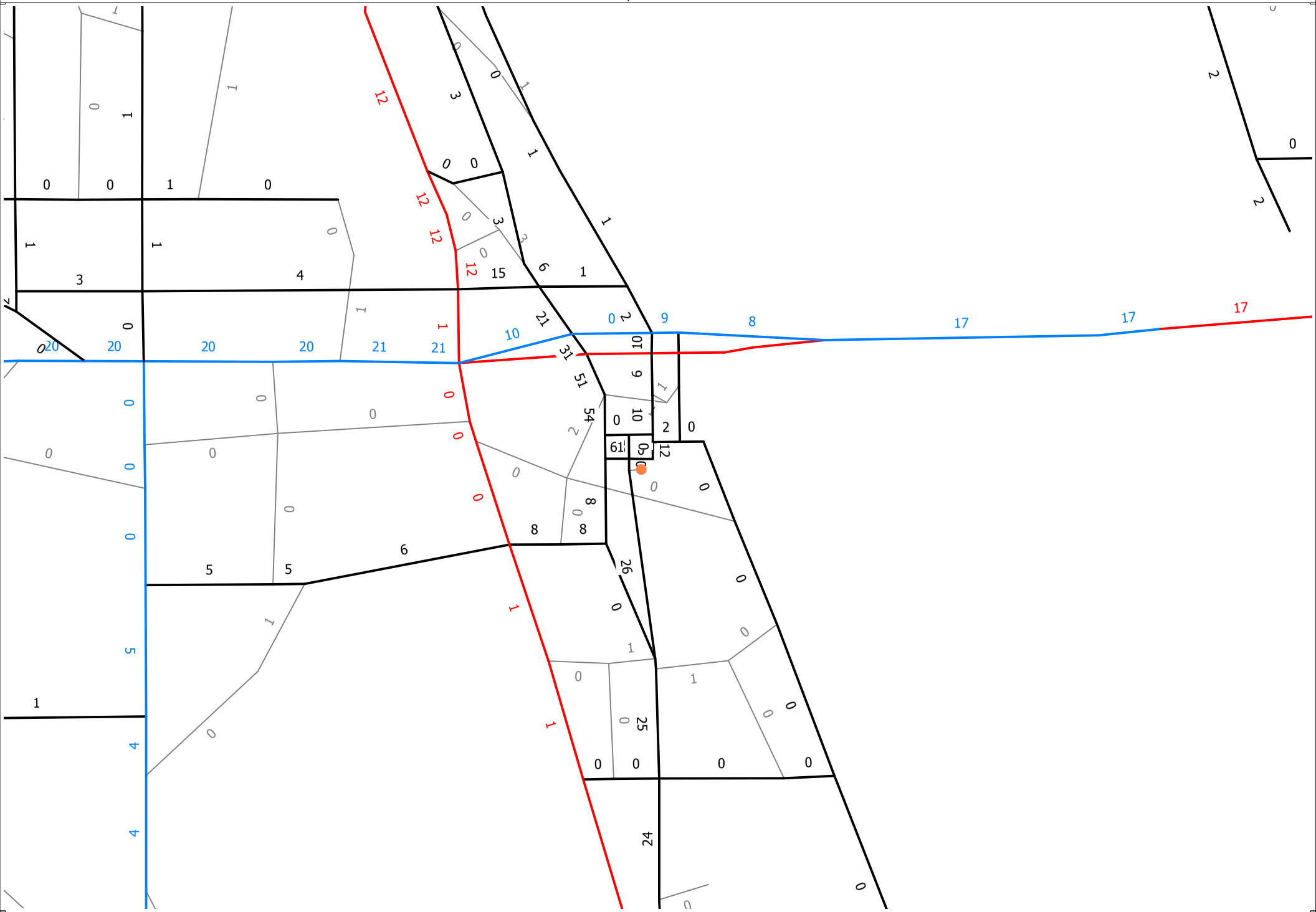
5280 Cocoa Village Hotel
Trip Distribution



C:\FSUTMS\D5\CFRPMV61_Daily\Base\CF_2020\P5280\Output\HWYLOAD_C20.NET
CFRPM 2020 Model Year

cube
(Licensed to Traffic Planning and Design)

5280 Cocoa Village Hotel
Trip Distribution



C:\FSUTMS\D5\CFRPMV61_Daily\Base\CF_2020\P5280\Output\HWYLOAD_C20.NET
CFRPM 2020 Model Year

(Licensed to Traffic Planning and Design)

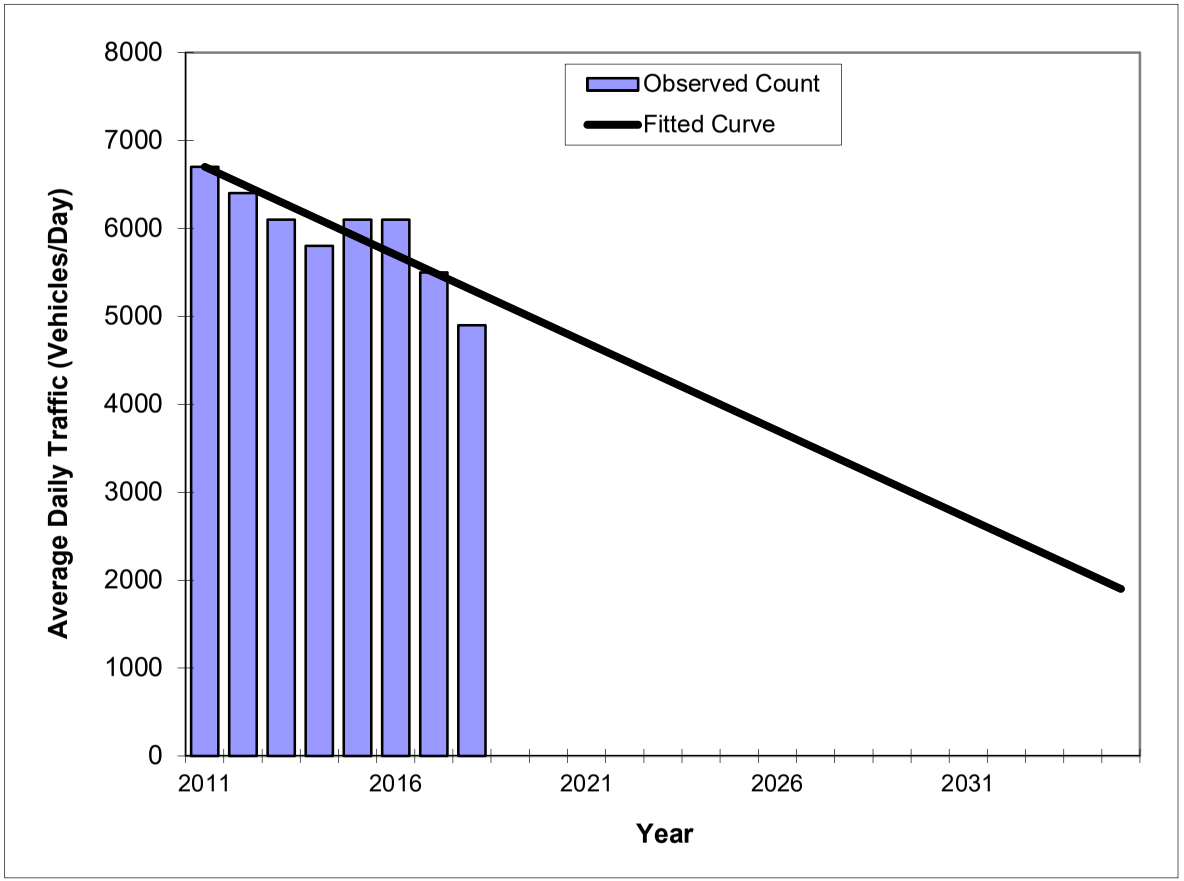
APPENDIX F

Historical Trends Analysis Worksheet

Traffic Trends - V3.0

FIN#	0
Location	1

County:	Brevard (70)
Station #:	0
Highway:	FLORIDA AVE



Year	Traffic (ADT/AADT) Count*	Trend**
2011	6700	6700
2012	6400	6500
2013	6100	6300
2014	5800	6100
2015	6100	5900
2016	6100	5700
2017	5500	5500
2018	4900	5300
2020 Opening Year Trend		
2020	N/A	4900
2021 Mid-Year Trend		
2021	N/A	4700
2022 Design Year Trend		
2022	N/A	4500
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

** Annual Trend Increase:	-200
Trend R-squared:	77.78%
Trend Annual Historic Growth Rate:	-2.99%
Trend Growth Rate (2018 to Design Year):	-3.77%
Printed:	16-Aug-19

Straight Line Growth Option

APPENDIX G

Projected Intersection Capacity Analysis Worksheets

HCS7 All-Way Stop Control Report

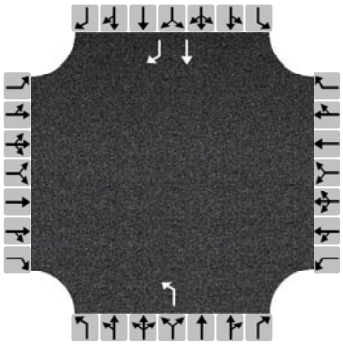
General Information

Analyst	BH
Agency/Co.	TPD, Inc.
Date Performed	07/08/2020
Analysis Year	2023
Analysis Time Period (hrs)	0.25
Time Analyzed	P.M. Peak Hour Projected
Project Description	Boutique Hotel at Coco Village

Site Information

Intersection	Factory St & Brevard Ave
Jurisdiction	Brevard County
East/West Street	Factory St
North/South Street	Brevard Ave
Peak Hour Factor	0.84

Lanes



Vehicle Volume and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume							16				140	50
% Thrus in Shared Lane												
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration							L			T	R	
Flow Rate, v (veh/h)							19			167	60	
Percent Heavy Vehicles							1			1	1	

Departure Headway and Service Time

Initial Departure Headway, hd (s)							3.20			3.20	3.20	
Initial Degree of Utilization, x							0.000			0.000	0.000	
Final Departure Headway, hd (s)							3.20			3.20	3.20	
Final Degree of Utilization, x							0.017			0.148	0.053	
Move-Up Time, m (s)							2.0			2.0	2.0	
Service Time, ts (s)							1.20			1.20	1.20	

Capacity, Delay and Level of Service

Flow Rate, v (veh/h)							19			167	60	
Capacity							0			0	0	
95% Queue Length, Q_{95} (veh)							0.1			0.5	0.2	
Control Delay (s/veh)							6.3			6.8	6.4	
Level of Service, LOS							F			F	F	
Approach Delay (s/veh)							6.3			6.7		
Approach LOS							A			A		
Intersection Delay, s/veh | LOS	6.6						A					

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HCS7 Two-Way Stop-Control Report

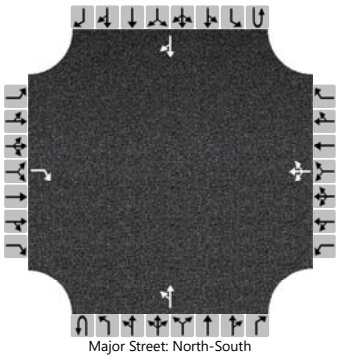
General Information

Analyst	BH
Agency/Co.	TPD, Inc.
Date Performed	07/08/2020
Analysis Year	2023
Time Analyzed	P.M. Peak Hour Projected
Intersection Orientation	North-South
Project Description	Boutique Hotel at Coco Village

Site Information

Intersection	Factory St & John Garren
Jurisdiction	Brevard County
East/West Street	Factory St
North/South Street	John Garren Ln
Peak Hour Factor	0.73
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	1		0	1	0	0	0	1	0	0	0	1	0
Configuration				R			LTR			LT						TR
Volume (veh/h)				72		10	41	6		46	19				26	9
Percent Heavy Vehicles (%)				1		1	1	1		1						
Proportion Time Blocked																
Percent Grade (%)		0				0										
Right Turn Channelized		No														
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)				6.2		7.1	6.5	6.2		4.1						
Critical Headway (sec)				6.21		7.11	6.51	6.21		4.11						
Base Follow-Up Headway (sec)				3.3		3.5	4.0	3.3		2.2						
Follow-Up Headway (sec)				3.31		3.51	4.01	3.31		2.21						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)				99			78			63						
Capacity, c (veh/h)				1032			687			1566						
v/c Ratio				0.10			0.11			0.04						
95% Queue Length, Q_{95} (veh)				0.3			0.4			0.1						
Control Delay (s/veh)				8.9			10.9			7.4						
Level of Service (LOS)				A			B			A						
Approach Delay (s/veh)		8.9				10.9				5.3						
Approach LOS		A				B										

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HCS7 Two-Way Stop-Control Report

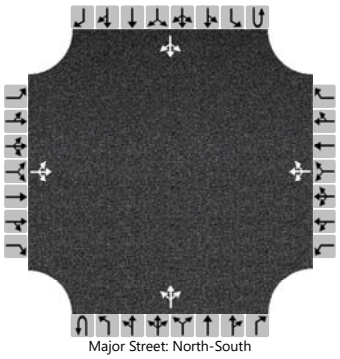
General Information

Analyst	BH
Agency/Co.	TPD, Inc.
Date Performed	07/08/2020
Analysis Year	2023
Time Analyzed	P.M. Peak Hour Projected
Intersection Orientation	North-South
Project Description	Boutique Hotel at Coco Village

Site Information

Intersection	Factory St & Florida Ave
Jurisdiction	Brevard County
East/West Street	Factory St
North/South Street	Florida Ave
Peak Hour Factor	0.85
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	0	1	0	0	0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		1	9	4		26	8	60		8	215	28		34	169	1
Percent Heavy Vehicles (%)		1	1	1		1	1	1		1				1		
Proportion Time Blocked																
Percent Grade (%)			0				0									
Right Turn Channelized																
Median Type | Storage			Undivided													

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.11	6.51	6.21		7.11	6.51	6.21		4.11				4.11		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.51	4.01	3.31		3.51	4.01	3.31		2.21				2.21		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			16				111			9				40		
Capacity, c (veh/h)			471				583			1378				1282		
v/c Ratio			0.03				0.19			0.01				0.03		
95% Queue Length, Q_{95} (veh)			0.1				0.7			0.0				0.1		
Control Delay (s/veh)			12.9				12.6			7.6				7.9		
Level of Service (LOS)			B				B			A				A		
Approach Delay (s/veh)		12.9				12.6				0.3				1.5		
Approach LOS		B				B										

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HCS7 Two-Way Stop-Control Report

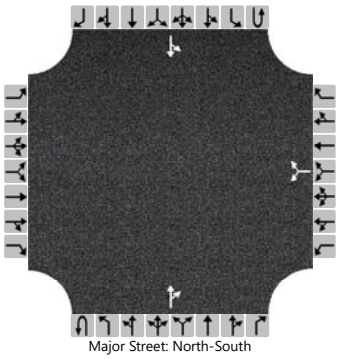
General Information

Analyst	BH
Agency/Co.	TPD, Inc.
Date Performed	8/15/2019
Analysis Year	2023
Time Analyzed	P.M. Peak Hour Projected
Intersection Orientation	North-South
Project Description	Boutique Hotel at Coco Village

Site Information

Intersection	John Garren Ln & Site Acc
Jurisdiction	Brevard County
East/West Street	Site Access 2
North/South Street	John Garren Ln
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						6		23			42	6		22	85	
Percent Heavy Vehicles (%)						1		1						1		
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						6.41		6.21						4.11		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.51		3.31						2.21		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)							32							24		
Capacity, c (veh/h)							964							1560		
v/c Ratio							0.03							0.02		
95% Queue Length, Q_{95} (veh)							0.1							0.0		
Control Delay (s/veh)							8.9							7.3		
Level of Service (LOS)							A							A		
Approach Delay (s/veh)						8.9								1.6		
Approach LOS						A										

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HCS7 Two-Way Stop-Control Report

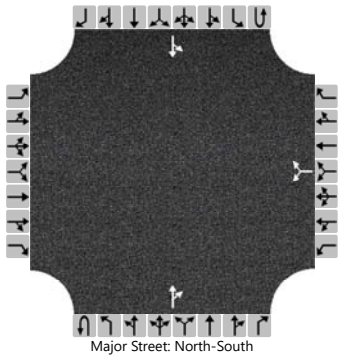
General Information

Analyst	BH
Agency/Co.	TPD, Inc.
Date Performed	07/08/2020
Analysis Year	2023
Time Analyzed	P.M. Peak Hour Projected
Intersection Orientation	North-South
Project Description	Boutique Hotel at Coco Village

Site Information

Intersection	John Garren Ln & Site Acc
Jurisdiction	Brevard County
East/West Street	Site Access 1
North/South Street	John Garren Ln
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						6		22			26	6		21	70	
Percent Heavy Vehicles (%)						1		1						1		
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized																
Median Type | Storage						Undivided										

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						6.41		6.21						4.11		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.51		3.31						2.21		

Delay, Queue Length, and Level of Service

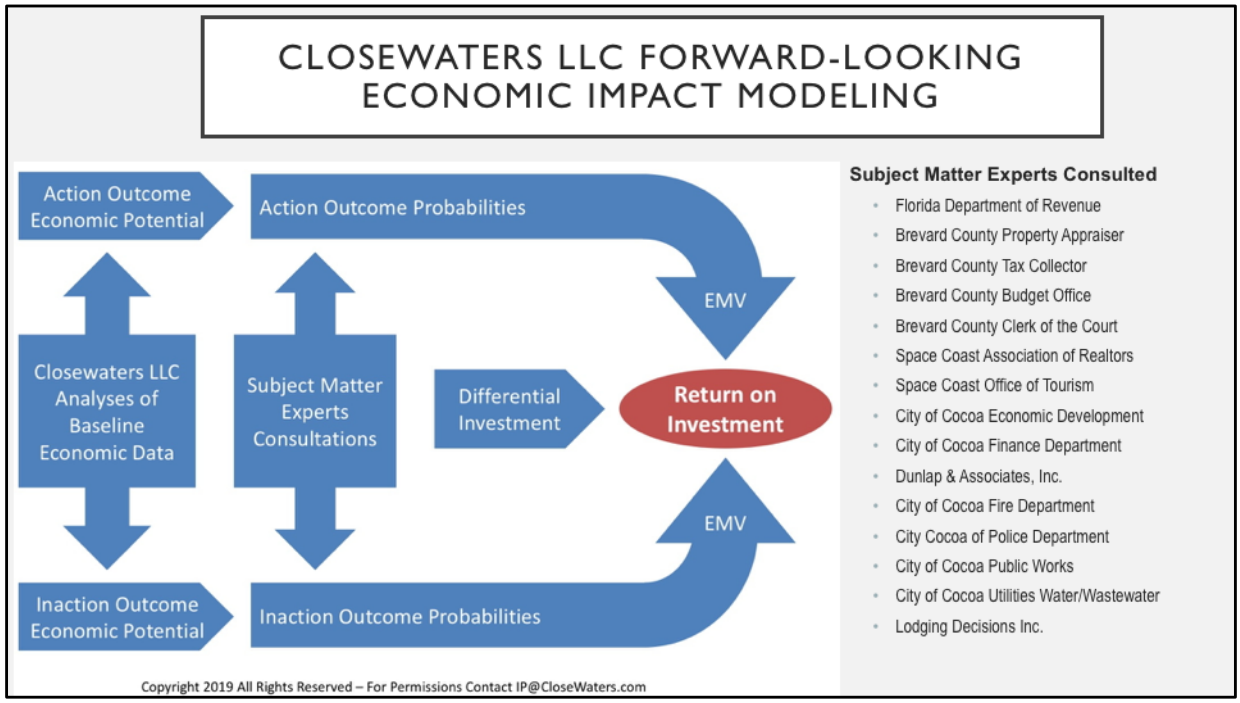
Flow Rate, v (veh/h)							30							23		
Capacity, c (veh/h)							990							1583		
v/c Ratio							0.03							0.01		
95% Queue Length, Q_{95} (veh)							0.1							0.0		
Control Delay (s/veh)							8.8							7.3		
Level of Service (LOS)							A							A		
Approach Delay (s/veh)						8.8							1.8			
Approach LOS						A										

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Photo at left is of the Brevard Hotel that was demolished in 1996. The Brevard was the last hotel in Cocoa Village. This iconic hotel, known as "The Grand Old Lady," was built in the 1920s. For 7 decades the Brevard Hotel hosted many dignitaries including Vice President Hubert Humphrey. The 18,000 square-foot Brevard was on a four-acre site overlooking the Indian River Lagoon with 53 rooms.

At right is a rendering of the proposed replacement for the Brevard Hotel; a Hilton or Marriott brand with at least 107 suites, an outdoor pool on the fourth floor, sky bar restaurant and lounge on the top floor, meeting room for 250, board room, retail space, and at least 161 parking spaces on the lower three levels of which 100 are to be shared as public parking for Cocoa Village.

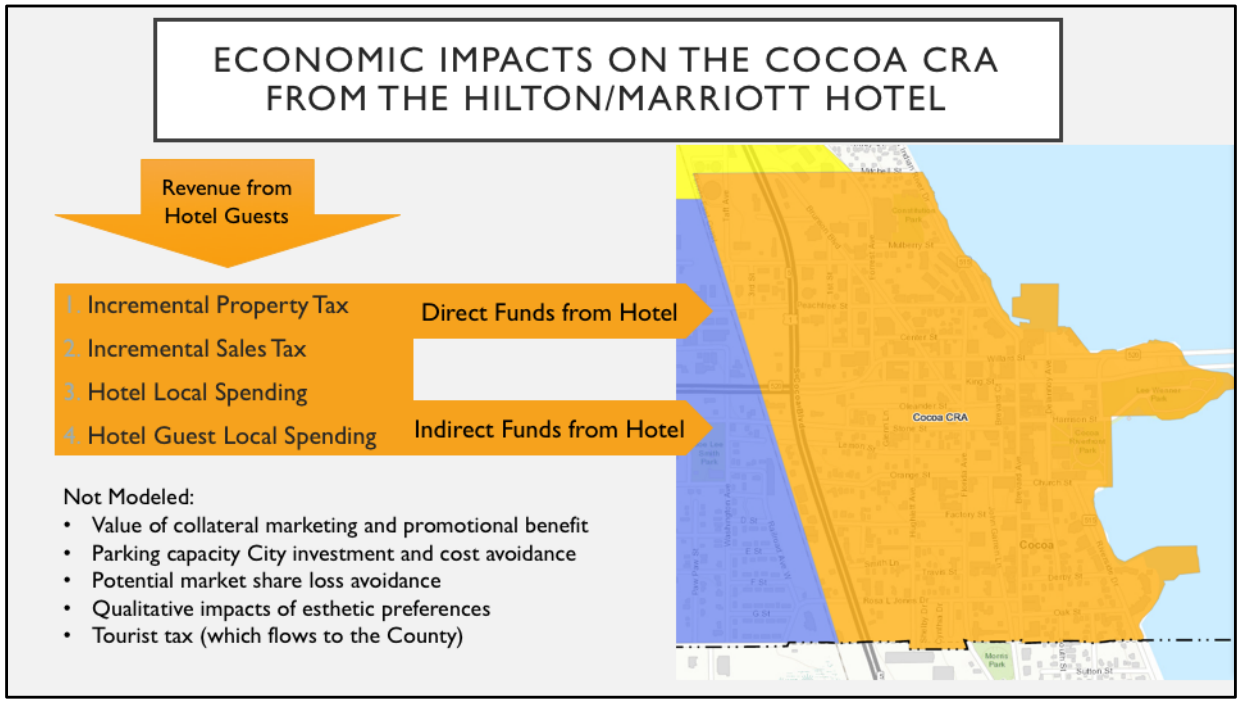


Closewaters LLC has used this methodology for forward-looking economic impact modeling successfully for years for both government and corporate clients. One such local example is Closewaters' $6.3 billion valuation of Brevard County's 2016 plan to restore the Indian River Lagoon.

Closewaters' methodology is a rigorous, conservative, transparent, structured approach that accounts for future uncertainty explicitly. Closewaters consults economic data from cited sources to provide the baseline economic data for a comprehensive assessment of both potential costs and benefits. Then, as appropriate, Closewaters reduces raw economic data by probabilities assessed by subject matter experts to account for uncertainty about the future.

In this model, to be conservative, the potential negative Inaction Outcome Probabilities for the Cocoa CRA, such as the possibility of building and operating parking capacity, were not included. Closewaters consulted the City operating departments listed to ensure that all likely future costs were comprehended in the economic modeling.

The subject matter experts consulted in this model are cited at right.

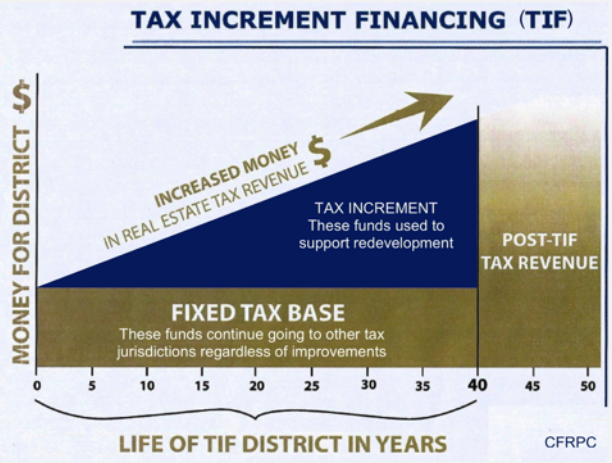


Closewaters LLC modeled the most significant quantifiable economic impacts on the Cocoa Community Redevelopment Agency entity itself as well as on the CRA district. Revenue from hotel guests will flow to the CRA both directly through the hotel as taxes and local expenditures on supplies, services, and employment. Additional collateral indirect impacts would result from hotel guest spending outside the hotel but within the CRA district and from incremental property value impact of the hotel operation on other properties in the CRA district. All these impacts were modeled.

Note that there are other potential impacts listed that are NOT comprehended in the numbers you will see. This is also conservative. The potential collateral promotional benefits of a marketed leading brand hotel on other CRA businesses are not included. And as already stated, any potential costs of inaction such as possible parking capacity are not included. Potential market share loses from inaction could manifest in terms of increased tourist spending outside the CRA district and as reduced property value growth in the CRA district. More subjective qualitative impacts of esthetic preferences were not modeled. And though the CRA could benefit indirectly from incremental tourist taxes paid to the County, tourist taxes were not included because they do not flow directly to the CRA (though the County tourism office is located in the CRA district).

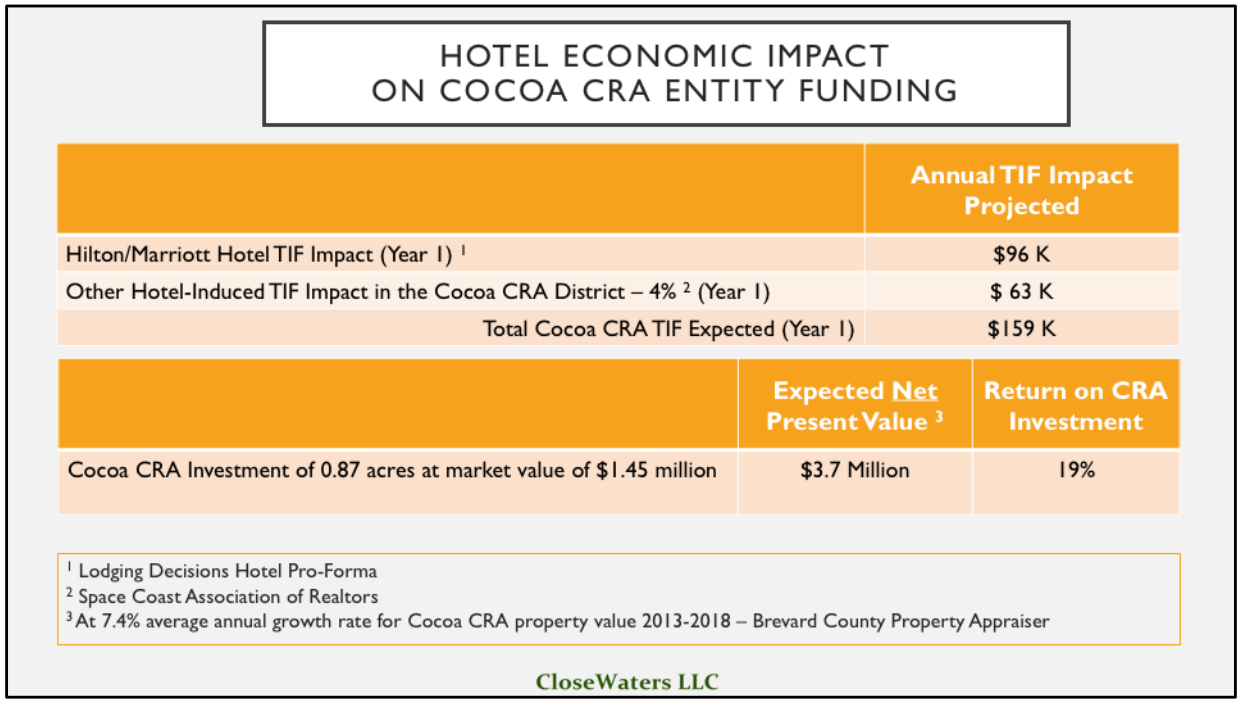
COCOA CRA ESTABLISHMENT, PURPOSE, AND FUNDING

- Established locally by FL statute
- Focused leadership
- To improve community
- Funded by success
- CRA Base Year 1981
  - 1981 Assessed Value: $26.4 million
  - 2018 Assessed Value: $149 million
- Sunsets in 22 years in 2041
- Property value growth likely;
  1. From the hotel itself
  2. Hotel impact on CRA district



State statues acknowledge that CRAs require time to complete redevelopment. So the State created CRAs to ensure more protected and stable long term funding of economic redevelopment. TIF funds increase or decrease along with economic variability that affects property value. In the case of this project, taxable property value would increase from the hotel itself and from any positive impact the hotel would have on other property values within the CRA. (Note that for graphic clarity the Tax Increment is depicted larger than the Fixed Tax Base which is not the case.) Because of the importance of property value growth to the funding of the CRA, Closewaters carefully modeled potential property value growth impact in the CRA district by consulting subject matters experts at the Space Coast Association of Realtors and the County Property Appraiser.

To be conservative, Closewaters modeled impacts on the Cocoa CRA assuming only a 22 year financial project life due to the sunset in 2041 instead of a more typical 30 year financial project life. This shorter financial project life will decrease the economic impacts modeled. However although the lifetime of a CRA is limited by State statute, gains in taxable property value and other commercial benefits continue beyond that lifetime.



Two components of TIF impacts likely to accrue to the CRA entity consist of the direct increase in taxable property value from the hotel itself plus the likely impact of the hotel on the property value it induces in the rest of the CRA district, projected at 4% by the Space Coast Association of Realtors.

"Expected Net Present Value" is an established financial modeling technique that yields a single number to represent today's value of a future stream of economic impacts projected over the financial life of a project NET of the investment. Because funds accrued later in the future are not worth as much as funds today, Closewaters applied an annual discount rate of 3.5% to reduce the value of future cash flows. In this case, the Cocoa CRA is making a single investment of land at the beginning of the project. The valuation of that land is based on the most recent comparable value under contract of the adjacent lots that are part of the project.

So there is a net present value gain of $3.7 Million in TIF gained by the CRA valued at the time of the investment. The annual percentage internal rate of return on that investment is 19%. These are excellent conservative returns for the Cocoa CRA entity itself based only on TIF impact.

OTHER HOTEL ECONOMIC IMPACTS IN THE COCOA CRA DISTRICT

	Portion Assumed in CRA	Annual Impact Projected	Expected Monetary Present Value
Hotel Guest Spending Inside the Hotel but Not on Lodging[1]	25%	$904 K	$13.7 Million
Hotel Guest Spending Outside Hotel in the CRA District[1]	25%	$904 K	$13.7 Million
Hotel Employee Spending Outside the Hotel in the CRA District[2]	25%	$191K	$2.9 Million
Hotel Operating Expenses Spent in the CRA District[2]	25%	$146 K	$2.2 Million
Total Incremental Benefit to the CRA District		$2.1 Million	$32.5 Million

CRA District Annual Impact on Commerce	Payback on CRA Investment
Cocoa CRA Investment of 0.87 acres market value: $1.45 million	8 Months

[1] Florida's Space Coast Office of Tourism
[2] Lodging Decisions hotel pro-forma

CloseWaters LLC

The flow of revenue from hotel guests flows to the CRA district both inside and outside the hotel itself as hotel guests spend money outside the hotel but in Cocoa Village. Guest spending is based on the latest visitor data from the Florida's Space Coast Office of Tourism. We assumed that half of hotel guest spending not on lodging would be spent outside the CRA district most likely benefiting other County tourism markets.

Again these numbers conservative as they are modeled with the EDC 2007-2018 average County-wide hotel occupancy of 62% while the Hilton/Marriott hotel pro-forma occupancy grows from 64% to 74% over the first five years. Hotel Operating Expenses modeled do not include utilities expenditures. And these numbers do not include other possible incremental impacts from the increased parking capacity provided by the project.

So the Expected Monetary Present Value of benefits to the CRA district of these other impacts is $32.5 million. This benefit to the CRA district may be compared to the Cocoa CRA investment of $1.45 million. So based on this model of $2.1 million in annual economic benefit to the CRA district, the payback on the CRA investment is under one year. These are excellent conservative returns for the Cocoa CRA.

Response to:

CITY OF COCOA REDEVELOPMENT AGENCY
REDEVELOPMENT PROJECT AGREEMENT

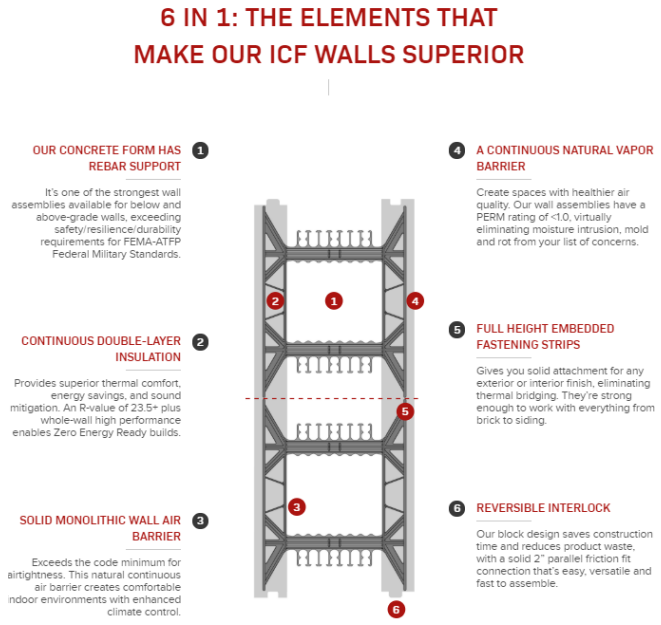
"Paragraph A (6)
Eco-Friendly. Developer shall provide to the Agency a plan to incorporate into the Project processes and technology that are environmentally responsible, resource-efficient and sustainable throughout the Project's life-cycle, including whether the Developer will endeavor to have the proposed building LEED certified. At minimum, the Project shall incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, and energy efficient HVAC systems."

STRUCTURE, INSULATION, THERMAL MASS AND AIR/MOISTURE BARRIER

WB Services, Inc. construction company and investor is an active builder in the State of Florida. For this project it will use a construction method called Insulated Concrete Forms (ICFs) - cast-in-place concrete walls that are sandwiched between two layers of insulation material, usually expanded polystyrene (EPS) foam insulation forms.
This method is regarded as the most environmentally and resource efficient for buildings the size and height of the proposed hotel because:

- An ICF building can cut energy bills in half and can achieve a HERS index in the 40-50 range, which means they are outperforming existing building codes by 50 to 60 percent.
- It provides continuous insulation on both sides of the wall that virtually eliminates thermal bridging and energy loss because there's a continuous barrier against air and moisture penetration.
- It is further enhanced by use of foam bucks around windows and doors, normally the location with highest heat and cooling loss.
- The concrete structure provides unusually high levels of Wind Resistance. ICF buildings are designed to withstand high winds and can exceed building codes for Florida with its vulnerability to hurricanes.
- In storms much of the damage comes from flying debris. Concrete walls and roofs can withstand the impact of debris from debris resulting from extreme winds with little or no structural damage.
- The concrete structure provides a longer useful structural life and resistance to mold, mildew, etc.
- Concrete is a high thermal mass material which helps stabilize temperature shifts within a building by slowing the rate of heat transfer.

Below is an explanatory graphic and link to the company supplying the product WB Services is currently using in Fort Myers to build Holiday Express and has used for several other hotels in Florida.



https://www.foxblocks.com/

LIGHTING

All lighting application selections are/will be guided by Energy Star Ratings which are awarded to only certain bulbs that meet strict efficiency, quality, and lifetime criteria.

Energy Star qualified fluorescent lighting uses 75% less energy and lasts up to ten times longer than normal incandescent lights.

Use of light-emitting diode (LED) lighting will be maximized because:

- Reduction of energy costs — uses only 20%-25% of the electricity that incandescent bulbs use, and last as much as 25 times as long.
- LEDs use 25%-30% of the amount of energy as halogen incandescent bulbs, and last 8-25 times as long.
- Reduces cooling costs — LEDs produce very little heat.

To qualify for Energy Star certification, LED lighting products must pass a variety of tests to prove that the products will display the following characteristics:

Brightness is equal to or greater than other lighting technologies (incandescent or fluorescent).
Light output remains constant over time, only decreasing towards the end of the rated lifetime.
Excellent color quality and shade of white light appears clear and consistent over time.
Efficiency is as good as or better than fluorescent lighting.
Light comes on instantly.
No flicker when dimmed.

WINDOWS

Selection of energy efficient windows will rely on Energy Star but more so on (NFRC) National Fenestration Rating Council ratings of various windows and manufacturers. The design elements that work in colder climates do not do so in Florida.

There are normally 3 metrics to consider when selecting windows:

SHGC (Solar Heat Gain Co-efficient) measures how much solar radiation passes through window and is released as heat into your home.

U-Factor measures the rate of heat transfer and indicates how well the window insulates.

Air leakage measures how much air passes through the window.

A low SHGC is the important window property in warm to hot climates. For superior energy performance, select windows with a SHGC of 0.25 or less. A low U-factor is useful during cold days when heating is needed and is also helpful during hot days when it is important to keep the heat out.

BELOW IS COMBINATION OF METRICS THAT IS RECOMMEND FOR FLORIDA

U-factor	SHGC	Air Leakage
Windows: U ≤ 0.40 Skylights: U ≤ 0.60	Windows: SHGC ≤ 0.25 Skylights: SHGC ≤ 0.28	Windows: AL ≤ 0.30 Skylights: AL ≤ 0.30

https://www.efficientwindows.org/factsheets/Florida.pdf

The use of double glazing in Florida while somewhat beneficial is far less so than it is farther north.
Low E Glass is considered a good investment in colder climates. In Florida and warmer climates, it can be used with one variation, instead of having reflection into the room to create a greenhouse effect, it is coated to reflect the sun back out. In order to make the application coating robust enough to last it must be placed inside of a double-glazed window. Because hotel application requires outside sound abatement the use of Low E glass and double glazing can be used to provide additional energy saving. http://www.fsec.ucf.edu/en/consumer/buildings/homes/windows/q_a.htm

LOW FLOW PLUMBING FIXTURES

The National Energy Policy Act has mandated Low-flow fixtures. The Contractor WB Services monitors development of technology and installs the latest designs, when cost benefit ratios warrant.

New low-flow showerheads can provide a flow rate of less than 2.0 GPM.
The two basic types of low flow showerheads are:

Laminar-flow: Laminar-flow showerhead will form streams of water and will provide with a more accurate temperature control.

Aerating: This type of low flow showerhead will mix water with air forming a misty type of water spray. It will create a great amount of steam and moisture. This type will not be used in Florida.

New Low-flow & ultra-low-flow toilets have been designed to use half the amount of water of traditional toilets.
The two basic types of low flow showerheads are:

Gravity-Fed Low Flow Toilets: This kind of low flow toilet uses the traditional weight of water to push it down the bowl. They are cheaper and less noisy than pressure-assisted low flow toilets.

Pressure-Assisted Low Flow Toilets: This type of low flow toilet is usually noisier but can reduce water consumption by 45% when compared to gravity-fed toilets. It uses air pressure built up inside tank to push the water down.

New low flow faucets can normally achieve less than 1.5GPM by installing an aerator or flow restrictor.

ENERGY RECOVERY VENTILATION (HRV)

General contractor WB Services routinely installs Energy Recovery Ventilation in the following areas of hotels:

Lobby,
Restaurant,
Meeting Space
Swimming Pool
Offices
Various other common areas

Energy recovery ventilation system exchanges the energy contained in normally exhausted building air and uses it to treat the incoming outdoor ventilation air in hotel HVAC system.

This is system is not only reduces energy cost for heating and cooling, but facilitates the scaling the downsizing of equipment. It also keeps the indoor environment at a relative humidity of 40% to 50%.

LEED CERTIFICATION

The developer has researched the GBI program and is prepared to execute the action steps as outlined in the
Guide to LEED Certification

The developer will plan and execute an action plan to obtain LEED Certification upon commencement of design and planning phase.



WB DESIGN

Cocoa Hotel

Cocoa , Florida

NO.	REVISIONS
1	
2	
3	
4	
5	

PROJECT NO.
WB -

DATE:
9/18/2020

Render 1

R1



Cocoa Hotel

Cocoa , Florida

NO.	REVISIONS
1	
2	
3	
4	
5	

PROJECT NO.
WB -

DATE:
9/18/2020

2

R2



WB DESIGN

Cocoa Hotel

Cocoa , Florida

NO.	REVISIONS
1	
2	
3	
4	
5	

PROJECT NO.
WB -

DATE:
9/18/2020

3

R3



WB DESIGN

Cocoa Hotel

Cocoa , Florida

NO.	REVISIONS
1	
2	
3	
4	
5	

PROJECT NO.
WB -

DATE:
9/18/2020

4

R4



WB DESIGN

Cocoa Hotel

Cocoa , Florida

NO.	REVISIONS
1	
2	
3	
4	
5	

PROJECT NO.
WB -

DATE:
9/18/2020

5

R5



WB DESIGN

Cocoa Hotel

Cocoa , Florida

NO.	REVISIONS
1	
2	
3	
4	
5	

PROJECT NO.
WB -

DATE:
9/18/2020

6

R6



WB DESIGN

Cocoa Hotel

Cocoa , Florida

NO.	REVISIONS
1	
2	
3	
4	
5	

PROJECT NO.
WB -

DATE:
9/18/2020

7

R7

WB DESIGN

Cocoa Hotel

Cocoa , Florida

NO.	REVISIONS
1	
2	
3	
4	
5	

PROJECT NO.
WB -

DATE:
9/18/2020

8

R8

Commercial Contract

FloridaRealtors

1. **PARTIES AND PROPERTY:** LODGING DECISIONS INC. AND/OR ASSIGNS ("Buyer") agrees to buy and RLR GROUP LLC ("Seller") agrees to sell the property at:

Street Address: 625, 627 & 629 BREVARD AVE, COCOA, FL 32922

Legal Description: SINGLETONS 1ST ADDN TO COCOA LOT 4 TAX ACCT. #2426230

and the following Personal Property: _____

(all collectively referred to as the "Property") on the terms and conditions set forth below.

INITIAL HERE JDB

2. PURCHASE PRICE: $ 500,000.00

(a) Deposit held in escrow by: ~~Watson, Soileau, Deleo, Burgett, Pickles & Baughan PA~~ Fidelity National Title ("Escrow Agent") (checks are subject to actual and final collection) $ 10,000.00

Escrow Agent's address: ~~3490 N. US Hwy 1, Cocoa, FL 32926~~ Phone: ~~321-631-1550~~

(b) Additional deposit to be made to Escrow Agent
☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ____ days after Effective Date _____ $ _____

(c) Additional deposit to be made to Escrow Agent
☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ____ days after Effective Date $ _____

(d) Total financing (see Paragraph 5) _____ $ _____

(e) Other OWNER FINANCING $ 400,000.00

(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid via wire transfer. $ 90,000.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before March 5, 2018, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer** or _____. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on or before June 5, 2018 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

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on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) **Location:** Closing will take place in BREVARD County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: On or before _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or $_____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:

_____.

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____

_____;

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as _____.

(a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☒ **Seller's** ☐ **Buyer's** expense and within _____ days after Effective Date or at least 20 days before Closing Date deliver to **Buyer** (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within 7 days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

☒ **Seller** will, within 7 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

_____,

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

JDB

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed $_____ (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check **(a)** or **(b)**)

☐ **(a) As Is: Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within 90 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

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Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted [X] only with **Buyer's** consent [ ] without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: Buyer will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

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with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

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17. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) Energy-Efficiency Rating Information: **Buyer** acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ☒ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms **"Buyer, " "Seller"** and "Broker" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

21. BROKERS: Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: KISER REALTY AND INVESTMENTS (Company Name) LORRIE LOVETT (Licensee) 2.5%,
1540 Shelley Pl., Titusville, FL 32780 321-264-6634 321-264-6635 LLOVETT1@CFL.RR.COM
(Address, Telephone, Fax, E-mail),
who ☒ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☒ a listing agreement ☐ other (specify) _____

(b) Buyer's Broker: RAHAL REAL ESTATE LLC (Company Name) NICHOLAS N. RAHAL (Licensee) 2.5%,
1269 US Hwy 1, Rockledge, FL 32955 321-631-0511 321-631-0611 Nick@RahalRealEstate.com
(Address, Telephone, Fax, E-mail),

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who [X] is a single agent [ ] is a transaction broker [ ] has no brokerage relationship and who will be compensated by [ ] **Seller's Broker** [X] **Seller** [ ] **Buyer** [ ] both parties pursuant to [ ] an MLS offer of compensation [ ] other (specify) _____ (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

[ ] Arbitration	[ ] Seller Warranty	[ ] Existing Mortgage
[ ] Section 1031 Exchange	[ ] Coastal Construction Control Line	[ ] Buyer's Attorney Approval
[ ] Property Inspection and Repair	[ ] Flood Area Hazard Zone	[ ] Seller's Attorney Approval
[ ] Seller Representations	[X] Seller Financing	[ ] Other _____

23. ADDITIONAL TERMS:

THIS CONTRACT IS CONTINGENT UPON ACCEPTANCE OF REQUEST FOR PROPOSAL BY THE CITY OF COCOA RDA BOARD. IF ACCEPTANCE OF REQUEST FOR PROPOSAL BY THE CITY OF COCOA RDA BOARD IS NOT ACCEPTED, BUYER MAY ELECT TO CANCEL THIS CONTRACT AND ALL MONIES DEPOSITED SHALL BE RETURNED TO BUYER WITHOUT ANY FURTHER WRITTEN RELEASE FROM SELLER OR AGENT. CONTRACT IS CONTINGENT UPON THE SELLER CARRYING A PURCHASE MONEY MORTGAGE. MORTGAGE IS TO BE FOR $400,000 AT 6% AMMORTIZED FOR 30 YEARS. THERE IS NO PREPAYMENT PENALTY FOR PAYING PART OR ALL OF THE UNPAID BALANCE OF MORTGAGE. SELLER WILL COLLECT CURRENT TENANTS RENTS UNTIL CLOSING OF SUBJECT PROPERTY.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER

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ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

Authentisign

Jack D. Brown Date: 02/17/2018

02/17/2018 9:39:42 AM EST

(Signature of Buyer

(Typed or Printed Name of Buyer) Tax ID No.:

Title: JACK BROWN, CHAIRMAN Telephone:

(Signature of Buyer Date:

(Typed or Printed Name of Buyer) Tax ID No.:

Title: Telephone:

Buyer's Address for purpose of notice

Facsimile: Email:

Rhela Campbell Sherman Date: 2/18/18

(Signature of Seller)

RLR GROUP LLC Tax ID No.: 26-1936068

(Typed or Printed Name of Seller)

Title: Managing Partner Telephone: 3215444491

M Eloise Campbell Date: 2/18/18

(Signature of Seller)

(Typed or Printed Name of Seller) Tax ID No.:

Title: Partner Telephone: 321-544-8791

Seller's Address for purpose of notice: 1125 INDIAN RIVER DR N, COCOA, FL 32922

Facsimile: Email: shermanrc@att.net

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Brokerage Relationship Disclosure

SINGLE AGENT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS SINGLE AGENTS DISCLOSE TO BUYERS AND SELLERS THEIR DUTIES. As a single agent, RAHAL REAL ESTATE LLC and its associates owe to you the following duties:

1. Dealing honestly and fairly;
2. Loyalty;
3. Confidentiality;
4. Obedience;
5. Full disclosure;
6. Accounting for all funds;
7. Skill, care, and diligence in the transaction;
8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; and
9. Disclosing all known facts that materially affect the value of residential real property and are not readily observable.

1-22-2018
Date

Signature

Copy returned to Customer on the _____ day of _____, _____ by: ☐personal delivery ☐mail ☐E-mail ☐facsimile.

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Addendum to Contract

Addendum No. 4 to the Contract with the Effective Date of January 3, 2020 between

RLR GROUP LLC (Seller)

and LODGING DECISIONS INC. AND/OR ASSIGNS (Buyer)

concerning the property described as: 625, 627 & 629 BREVARD AVE, COCOA, FL 32922

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

Buyer and Seller agree to the Buyer utilizing the third of three (3) additional 30 day extensions to October 29, 2020 to await approval from the City of Cocoa of the initial submissions to CRA, P & Z and City Council.

Buyer: Authentisign Jack Brown 9/24/2020 8:29:40 AM EDT Date: 09/24/2020

Buyer: _____ Date: _____

Seller: Rhita Campbell Sherman Date: 9-24-2020

Seller: M Gloyce Campbell Date: 9/24/2020

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Serial#: 018902-400160-0789077

Form Simplicity

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.: 0004421120
Pymt Method Invoice
Net Amt: $310.45

Run Times: 1

No. of Affidavits: 1

Run Dates: 10/15/20

Text of Ad:

Ad#4421120 10/15/2020
CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING
BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER
THE FOLLOWING:

A. APPROVAL OF A DEVELOPMENT AGREEMENT, consistent with Appendix A Zoning of the City Code, to allow an 8-story hotel with 100+ rooms, attached retail space and a parking garage structure, and to approve a conceptual development plan, on three parcels of land. Two parcels at 603 Brevard Ave. (former Cocoa City Hall location) are owned by the Cocoa Redevelopment Agency. The third parcel at 627 Brevard Ave. is owned by RLR Group, LLC. The parcels are located at the southwest corner of Brevard Ave. and Factory St. in Cocoa Village and are further identified by Parcel #s: 24-36-33-75-*-2, 24-36-33-75-*-3 and 24-36-33-75-*-4.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
October 22, 2020
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE ITEMS ON
October 27, 2020
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Public Participation and Special COVID-19 Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Members of the public have several options to participate in the public hearings.
(1) In-person attendance. Due to the COVID-19 Emergency and the need to maintain social distancing, meetings in the City Hall Council Chambers are limited to fifty (50) members in the audience at any one time. Members of the public may utilize the contact information provided below to contact the City Clerk and determine if restrictions on physical attendance at the City Council Chambers have been lifted prior to the date of the public hearings.
(2) Commenting in advance of the meeting. Interested persons are encouraged to provide written comments in advance of the hearings by emailing meetings@cocoafl.org or mailing to the following address:
City of Cocoa
Attn: Dodie Selig, Planning and Zoning Manager
65 Stone Street
Cocoa, FL 32922
Mailed comments must be received prior to 4:00 p.m. on the date of the hearing to be read into the record.
(3) Viewing and Commenting In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
City of Cocoa meeting cal-

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Interested persons may submit their written comments or questions during the hearings by email at: meetings@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by accessing the e-comment link for this meeting using the Legistar calendar link above. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk as provided below.

The City of Cocoa will be utilizing Communications Media Technology (CMT) for upcoming P&Z/LPA and 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 P&Z/LPA and City Council may attend and participate by speakerphone.

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. 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.

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.

The PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-722

File ID:	20-722	**Type:**	Resolution	**Status:**	Council Busines
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	10/14/2020
Subject:				**Final Action:**	

Title: Approve Resolution 2020-?? establishing a transition to 100 percent renewable, zero emission energy sources by 2035 for our municipality and 2050 for our entire community.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Resolution 2020-224 Energy Resolution 2020.docx	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	mfuhrer@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

RESOLUTION NO. 2020-224

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ESTABLISHING TRANSITION TO 100 PERCENT RENEWABLE, ZERO EMISSION ENERGY SOURCES BY 2035 FOR OUR MUNICIPALITY AND 2050 FOR OUR ENTIRE COMMUNITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa is a coastal community on the front lines of the environmental, economic, and public health impacts of climate change, as seen in the form of intensification of weather patterns, stormwater flooding, and rising temperatures

WHEREAS, the City of Cocoa is pursuing long-term Sustainability Planning through a citizen-led advisory committee, to strengthen our natural and municipal resources, and enhance our economic and social vibrancy, thereby improving the quality of life for all citizens today and in the future

WHEREAS, "Renewable, Zero Emission Energy" includes energy derived from wind, solar, geothermal, and wave technology sources. "Renewable, Zero Emission Energy" specifically excludes energy derived from fossil fuels

WHEREAS, renewable energy represents an enormous economic opportunity for the City of Cocoa to create jobs in an emerging industry, increase economic security and expand prosperity for local residents, while reducing pollution and saving consumers money

WHEREAS, the transition to 100 percent renewable, zero emission energy sources, will improve air and water quality and protect public health, particularly for the most vulnerable across our community

WHEREAS, one hundred and sixty-seven U.S. cities, including Gainesville, FL, Largo, FL, Sarasota, FL, and St. Petersburg, FL, Dunedin, FL, Safety Harbor, FL, Orlando, FL, Satellite Beach, FL, Tallahassee, FL, South Miami, FL have already adopted 100% clean energy goals, and six U.S. Cities, including Aspen, CO, Burlington, VT, Georgetown, TX, Greensburg, KS, Kodiak Island, AK, and Rock Port, MO have already hit their targets to generate 100% of the energy used community-wide from clean, non-polluting and renewable sources

WHEREAS, Cocoa's local history reflects an astonishing resilience, as well as direct heritage of doing things "not because they are easy, but because they are hard; because that goal will serve to organize and measure the best of our

energies and skills, because that challenge is one that we are willing to accept, one we are unwilling to postpone, and one we intend to win."

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

SECTION 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. The City of Cocoa hereby adopts an organizational target of powering municipal operations with 100 percent renewable, zero emission energy sources no later than 2035.

SECTION 3. The City of Cocoa hereby adopts a community-wide target of powering the City with 100 percent renewable, zero emission energy sources no later than 2050.

SECTION 4. The City of Cocoa, in pursuit of these targets, will seek to build inclusive community leadership, policy engagement, and provide regional leadership to address equity in climate and energy. This may entail a Clean Energy Plan and an Integrated Resource Planning process, including community input, and efforts to ensure the most vulnerable residents share in the benefits of the Clean Energy transition by fairly addressing cost burdens.

SECTION 5. The progress towards reaching the goals set forth in this Resolution will be evaluated every three years, beginning in 2023 by the Sustainability Advisory Committee.

SECTION 6. **Repeal of Prior Inconsistent Resolution**. All prior resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 7. **Conflicts and Severability.** Should any section or provision of this resolution, or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

SECTION 8. **Effective Date.** This Resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting

assembled on the 27th day of October, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-730

File ID:	20-730	**Type:**	Resolution	**Status:**	Council Busines
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	10/16/2020
Subject:				**Final Action:**	

Title: Council approval of Resolution 20-225, adopting the Sustainability Action Plan and acknowledging the members of the Sustainability Advisory Committee for their outstanding commitment and pledge to develop a plan for the City of Cocoa, addressing sustainability goals for the future.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Resolution 2020- ____ adopting Sustainability Plan.docx, Sustainability Summary_Town Hall.pptx, Sustainability Action Plan.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	cneuterman@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

RESOLUTION NO. 2020-225

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; ADOPTING THE SUSTAINABILITY ACTION PLAN DEVELOPED AND RECOMMENDED BY THE SUSTAINABILITY ADVISORY COMMITTEE; AND EXPRESSING PROFOUND GRATITUDE TO THE SUSTAINABILITY ADVISORY COMMITTEE WHO HAVE ARTICULATED THE IMPORTANCE OF DEVELOPING A COLLABORATIVE FRAMEWORK FOR ACTION AND ARE COMMITED TO IMPLEMENTING SUSTAINABILITY MEASURES AS A GUIDING PRINCIPLE TO ENHANCE THE EFFORTS OF THE CITY OF COCOA; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on December 12, 2017, the City of Cocoa established by Resolution 2017-137 a Sustainability Advisory Committee to establish a scope of activities that the Committee may engage in and undertake, with recommendations being provided by City Staff and the City Council; and

WHEREAS, the Sustainability Advisory Committee has worked diligently these last 23 months to develop and create the Sustainability Action Plan with the assistance of City Staff that not only meets the needs of the present, but also considering the future generations of our Great City; and

WHEREAS, this Resolution shall serve to adopt the Sustainability Action Plan and recognize the members, both past and present, of the Sustainability Advisory Committee for their efforts to research, investigate, collaborate, prepare and review the sections of the Sustainability Action Plan for final presentation to Council; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Purpose

The Sustainability Advisory Committee was established for the purposes of developing a Sustainability Action Plan for the City of Cocoa and consider and recommend a set of action, initiatives, strategies, policies and or programs related to one or more of the following:

1. Models for sustainability enhancements that serve low-income neighborhoods;
2. Public use of existing city-owned right-of-way areas along Indian River Drive, which may include demonstration gardens for lagoon-friendly landscaping, rain gardens, or living shorelines and may provide views for residents;
3. Opportunities to develop and or promote trails near Walmart, Cocoa Conservation and Bracco Pond;
4. Ways in which recycling access may be improved;
5. Opportunities for photovoltaic (PV) installations on municipal properties;
6. Opportunities to purchase alternative fuel vehicles for the City's fleet;
7. Opportunities to track and improve energy efficiency in the City's municipal buildings;
8. Partnerships with local education providers and already-existing programs with a focus on sustainable practices;
9. Review of the Code of the City of Cocoa and other City standards regarding invasive plantings and green building practices to incentivize green practices;

10. Methods to engage in community education and outreach to encourage sustainable and environmentally-friendly practices;
11. Identification of food desert neighborhoods and the potential for community gardens by partnering with faith communities and master gardners;
12. Continuation and/or expansion of the City's Rain Barrel program;
13. Development of a stormwater drain program, consisting of water catchment systems such as cisterns, vacated septic tanks, etc.; and
14. Any other proposed action, initiative, strategy, policy and program/opportunity that will promote sustainable practices in the City of Cocoa.

Section 2. Adoption of Plan.

The Sustainability Action Plan attached hereto as **Exhibit "A"** is hereby adopted and incorporated herein by this reference.

Section 3. Committee Recognition

The members of the Sustainability Advisory Committee dedicated long hours and countless research to develop, design and articulate the chapters in this Sustainability Action Plan. The members are to be commended for their efforts in helping make the City of Cocoa a more sustainable City.

Section 4. Repeal of Prior Inconsistent Resolutions

All other prior inconsistent resolutions adopted by the City Council are hereby repealed.

Section 5. Severability

If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, 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 resolution.

Section 6. Effective Date.

This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this 27th day of October, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie E. Shealy, MMC, City Clerk



SAFE, CLEAN & GREEN: COCOA'S PATH TO PROSPERITY

SUSTAINABILITY ACTION PLAN

CITY OF COCOA

Proposed
OCTOBER 2020

COCOA FLORIDA

886

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Executive Summary



Cocoa's history and natural surroundings speak to its brilliant and resilient future! We have all the foundations for being a community of positive change that leads to sustainability. This is Cocoa's first **Sustainability Action Plan (SAP)** and Cocoa's first citizen-led project/product. It represents more than 800 volunteer hours in which Cocoans came together as the **Sustainability Advisory Committee (SAC)** to creatively identify best practices that will help Cocoa meet the needs of today, without compromising the ability of future generations to meet their own needs. **This SAP will help the City of Cocoa improve the quality of the city's natural environment and our citizens' ability to enjoy it. It will also reduce the risk posed by natural disasters, lower resource consumption, reduce pollution, increase citizen awareness, and enhance the community's socio-economic and health conditions. These efforts will begin to position Cocoa to build a more diversified and clean-tech-oriented economy in future years, so that during work hours, more citizens can create value and prosperity in a setting they can enjoy in off hours.**

This document provides context and a summary of goals and initiatives for year one of implementation, as such addressing the "why and the what." Appendix D is a detailed spreadsheet -- "The Unabridged Sustainability Action Plan Accountability Tables" -- that provides the "who, when, how" for the plan. Appendix D describes the goals, objectives, initiatives, champions, and expected outcomes to support measurement and tracking for each initiative in a 2-3 year horizon. The SAC anticipates this action plan as the beginning of a habitual and virtuous cycle of citizens joining forces to plan, adapt, and collaboratively implement best sustainability practices for our community with the support of city staff.

To pay for these initiatives, the SAC anticipates Cocoa will need to re-direct some existing funding. But additionally, a major finding is that Cocoa has opportunities to more vigorously seek grants, inspired by the understanding that some of its strategic challenges enhance its competitive position in winning grants.

According to FIT's Dr. Ken Lindeman, Cocoa is one of nearly 30 other municipalities in Florida currently developing or executing a sustainability plan. Cocoa's SAP is tailored to Cocoa and reflects Cocoa's unique history, geography, and demographics.

These are the recommendations the SAC recommends for year one:

Built Environment

1. Demonstrate commitment to local government transparency and public access to water monitoring data.
2. Promote and educate residences on water conservation methods.
3. Collaborate to identify city-level solutions to the affordable housing crisis.

4. Develop a better understanding of the economic value of public green space and its relationship with property value, culture, community involvement, perceptions health and well-being, and neighborhood satisfaction.
5. Increase safety of our parks by enhancing programming and increasing use.



Equity and Empowerment

1. Improve communication by increasing use of the City of Cocoa website and FB page.
2. Promote participation in district town hall meetings and Neighborhood Watch meetings.
3. Promote participation in the Mayor's Challenge.
4. Develop events to promote increased voter turnout rate in the City of Cocoa and provide access to civic groups to promote voter turnout.
5. Provide civics education programs directed towards teens, young adults and adult residents of the city.
6. Conduct a comprehensive environmental justice assessment.



Health and Safety

1. Improve bicycle and pedestrian amenities in projects in high-density, mixed-use areas or near transit stations.
2. Partner with community groups to sponsor programs that encourage active (healthy) living for adults and kids.
3. Analyze the data available from the 2019 Community Health Needs Assessment (CHNA) Report and the Brevard County Community Health Improvement plan to identify gaps.
4. Develop a community health improvement plan to strengthen the delivery of health services and improve community health.
5. Publish information about Emergency Management Response. Encourage residents, businesses and other organizations to develop emergency kits, evacuation plan, emergency procedures and shelter-in-place plans.



Natural Systems

1. Waterway Restoration.
2. Increase quantity and effectiveness of green infrastructure.

Climate and Energy

1. Reduce stormwater-related pollution.
2. Reduce and minimize exposure to flood.
3. Increase shade canopy.

4. Educate residents on solar energy costs and payback.
5. Increase solar energy use in municipal buildings.
6. Recommend solar energy use in affordable housing.
7. Adopt “Ready for 100” Resolution.
8. Investigate and establish vocational cross training in PV/electrical/roofing. Create a new career path of solar technician to support increased conversions in FL, and maintenance thereafter. Market more broadly: Cocoa's new local business skill.
9. Create a connected multi-modal city.
10. Research and promote home composting.
11. Encourage the participation in the reduction of consumer good packaging and waste material at civic events, especially single use plastics.

Acknowledgments

Thanks to Councilwoman Koss, who, before being elected in November 2018, spearheaded this effort. She organized a group of citizens to meet with then Mayor Parrish, researched sustainability topics that apply to Cocoa, drafted the resolution, and coordinated its presentation with city staff. This resolution passed in December 2017, chartering the Sustainability Advisory Committee (SAC), and charging it to create a Sustainability Action Plan (SAP) for the city, as well as identifying and pursuing other sustainability projects the city could execute. The SAC held its first meeting in May 2018. The first draft of the plan was written by committee members and initially reviewed in December 2018 and January 2019.

Many thanks to Dr. Lindeman, Director of FIT's Sustainability Program, for his long-standing work in sustainability and his support of Cocoa's unique contribution to the field.

Notably, this plan addresses Cocoa's history and demographics as the sources of resilient strength they are. Its challenges and strengths are all clearly reflected in this plan. Many thanks to Bernice Cox who spent hours helping capture some of Cocoa's lesser known stories so that Cocoans can know their heritage of invention, industriousness, connection with nature, and successful community building.[1]

Allyson McCarron's efforts as the Sustainability Intern for the City of Cocoa, while wrapping up her sustainability studies at FIT, are also much appreciated. She compiled draft matrices for "The Unabridged Sustainability Action Plan Accountability Tables" (Appendix D) which is the heart of the plan; this work was herculean. She also assisted the focus area authors to ensure their initiatives and outcomes were measurable and attainable.

And of course, many thanks to the committee volunteers and city staff who supported this project. The long hours and patient energy poured into it are deeply appreciated by Cocoa; the investment made here will strengthen Cocoa's ability to reach its potential.

Committee Members:

- Jennifer Lovitt Riggs, Chair, April 2019 - present, Introduction, Climate/Energy
- Linda Gombert, Florida Friendly Landscaping and Smart Stormscapes
- Kaylyn Palmer
- Angelique Rinaldi, Built Environment
- Josephine “Jo” Shim, Equity and Empowerment, Health and Safety
- Marlene Weiss, Healthy and Safety, Neighborhood Character, Greenspace Access
- Previous Members: Trina Gilliam, Susan Hushla, Paul Johnson, Mel Martin (Greenspace Access, Accountability through Action Items), Robert Musser (Natural Systems), Giselle Nieman (Natural Systems).

All City of Cocoa Staff and Departments that contributed to the Plan
Allyson McCarron, Sustainability Intern

[1] Cox, Bernice. Interviews by Jennifer Riggs, Cocoa, FL, winter 2019, spring 2020. Ms. Cox dedicated many Friday mornings over the winter of 2019/2020 to help with the history section of the paper, by pouring over unique primary sources, calling old-timers, and reviewing news clippings as well as private publication of reunions, birthdays, and memorial celebrations.

Introduction

Cocoa has a brilliant and resilient future! We have it within us to be the community of positive change we want to see. Our 18,000+ souls are rooted in diverse, active, and historically well-organized communities. Our 14+ square miles span an ecologically-rich, climate-transition zone on the shores of the unique, cherished, and fragile Indian River Lagoon (IRL). We are a natural hub between south, north, and central Florida, the Atlantic Ocean, and outer space. We have easy access to University of Central Florida (UCF), Florida Institute of Technology (FIT), Eastern Florida State College (EFSC), Stetson University, and Rollins College. Port Canaveral, NASA, the Kennedy Space Center, and the Cape Canaveral Air Force Station serve as regional economic engines. The Florida Solar Energy Center and Florida Historical Society are in our back yard. Our low density offers opportunities to enjoy nature and active lifestyles; our Historic Village and Diamond Square District areas promote a sense of human-scale neighborhood, community, and continuity. Historically derived from citrus, transportation, space technology, and tourism, our economy has room to grow, diversify, and mature without degrading the health or astonishing beauty of our surroundings.



Cocoa's First Sustainability Action Plan

This Sustainability Action Plan (SAP) is Cocoa's first citizen-led attempt to look toward our future with a mind to balancing the needs of the present without compromising the ability of future generations to meet their own needs. It represents more than 800 volunteer hours donated by engaged citizens. **This plan will help the City of Cocoa improve the quality of the natural environment and our citizens' ability to enjoy it. It will also reduce the risk posed by natural disasters, lower resource consumption, reduce pollution, increase citizen awareness, and enhance the community's socio-economic and health conditions. These efforts will begin to position Cocoa to build a more diversified and clean-tech-oriented economy in future years, so that during work hours, more citizens can create value and prosperity that they can enjoy in off hours.**

The SAC anticipates that this action plan is the beginning of a habitual and virtuous cycle of citizens joining forces to plan, adapt, and collaboratively implement best practices for our community with the support of city staff.

The Sustainability Action Plan consists of two primary documents. The first, this text document, provides context and a summary level of goals and related recommended initiatives for 'year one.' As such, it addresses the "why" and the "what." The second document, a detailed spreadsheet, presented as Appendix D, is a detailed description of the goals and objectives and their supporting initiatives, along with condition-level outcomes to support measurement and tracking for each initiative, as well as staff champions who will be responsible for executing the initiatives, and a timeline. As such, this spreadsheet addresses the who, when, how.

Cocoa's distinct character is clearly reflected in this plan. This plan specifically addresses Cocoa's challenges and strengths; it is not a generic sustainability plan. Notably, this plan addresses Cocoa's history and demographics as the sources of resilient strength they are. Likewise, this plan prioritizes equity and empowerment, mapping out sensible, practical ways Cocoa as a municipality can increase citizen awareness and engagement. Equity and empowerment benefit everyone; they are foundational elements of successful democracies. Throughout, the plan also reflects the community's perception that Cocoa has a unique natural beauty that is valuable and worth preserving. If there is anything that the SAC has learned by reviewing other municipalities' sustainability plans and projects, it is that America is a rich laboratory of democratic systems. Every municipality, county, state lives by its own selection of best practices. This provides an incredible array of solutions and learning opportunities Cocoa can continue to draw from as it invents choices that are the best fit for our community's future.

What is Sustainability?

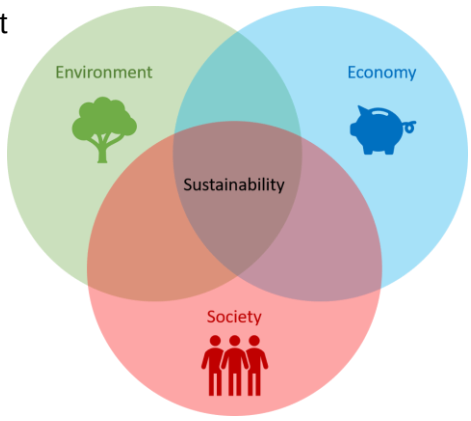
The shorthand definition of sustainability is **people, profit, and planet, especially where they intersect**. For Cocoa, sustainability is about intentionally increasing the quality of life in our community by focusing on clean, renewable practices that balance access. All citizens of Cocoa, today and tomorrow, will prosper if we work for a healthier environment, a more vibrant economy, and a more equitable society.

Social equity is a core component of sustainability, as is **intergenerational equity**. In 1987, The Brundtland Commission published what has become a standard definition of sustainability: *development that meets the needs of the present without compromising the ability of future generations to meet their own needs*.

The Brundtland Report further explains sustainability as the *intersection of Economic Growth, Environmental Protection, and Social Equity*, with three pillars of sustainability equally necessary for success. They are often depicted as three overlapping circles, with emphasis on the overlapping areas.

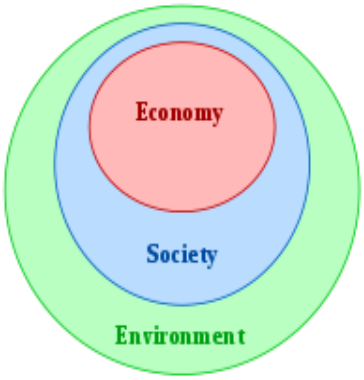
Three Pillars of Sustainability: Focus Where They Overlap

But in fact, these three characteristics of sustainability do not exist side by side, only partially overlapping.[2] There is no economy outside of a society; without society an economy does not exist. There is no society without the environment; without an environment in which to live, society cannot exist. We all must eat, breathe, drink; we depend on our environment to live and thrive, to prosper



[2] Lindeman, Ken, Ph.D., and Allyson McCarron, Florida Institute of Technology. Unpublished presentations, Brevard County, 2017-2020. The idea that the pillars of sustainability are in fact dependent, and are dependent first on the environment, and second on society, was developed, depicted and used widely by FIT's Sustainability Program.

and flourish. The three pillars of sustainability exist as a nested formation with inherent dependencies.



Three Pillars of Sustainability All Depend on the Environment

Other Concepts Important in Understanding Sustainability

Two other important conceptual underpinnings of sustainability are "externalities" and the understanding that where externalities exist, it is the proper role of government to consider addressing them to optimize short- and long-term benefits. Externalities are essentially accounting failures. Externalities exist where market forces do not accurately capture either negative consequences or positive benefits of behaviors, policies, or markets. Rather than being incorporated, these costs/benefits remain external, hence the name externalities. Addressing externalities -- by intentionally accounting for and incorporating their costs or benefits -- enables optimization of resources and outcomes.

A garden is the classic example of a positive externality. One person may bear the expense, time, and sweat to plant and tend the garden, but the benefit is shared by everyone who passes by, peeks in to see the flowers or enjoy the cool shade, and smiles as their blood pressure drops. But the passer-by pays nothing. The benefits the garden creates cannot be easily monetized or recaptured by the gardener. So, a rational gardener will limit gardening to the benefit they personally gain. However, total enjoyment in the community could be optimized with more gardens and more gardening. It might make sense for the community to hire gardeners.



The classic example of a negative externality is pollution. Consider a local car shop; it is easier and cheaper for a car shop to dump old oil or anti-freeze in the street or the back corner. The antifreeze/oil will get washed into the gutter, and flow into the stormwater system, and then into the lagoon. The pollution eventually renders the water unsightly, uninhabitable for wildlife, unusable for recreation and tourism, and a cause of health problems. The car shop may never account for or pay the true costs of its actions. If the car shop were held accountable for those costs, i.e. decline in property values along the lagoon, loss of recreational benefit and revenues,

and the long-term medical bills, the owner wouldn't have wanted to pollute because it just wouldn't make sense. So, it might make sense for the community to inform the car shop and restrict pollution.

Ignoring negative or positive externalities leads to rational decisions by individuals that sub-optimize resources and outcomes for a community. The gardener won't garden enough, and the polluter will pollute too much. By addressing externalities governments can optimize resources and outcomes for a community where the market fails.

Why Sustainability is Important to Cocoa

Cocoa can be more effective improving the prosperity and quality of life of its citizens and residents by taking an approach that is strongly informed by sustainability. Generally speaking, pursuing best practices in a way that targets the triple win of environmentally friendly, economically vibrant, and socially equitable, acts as a force multiplier for gains achieved. But there are other specific reasons. First, pursuing sustainability will help Cocoa increase infrastructure and environmental resilience to climate shifts and stressors, including hurricanes, and increased rainfall in more intense storm patterns. Waiting to respond could increasingly put Cocoa at a disadvantage in maintaining our bond rating and maintaining access to capital to make future adaptations.[3] Second, pursuing sustainability will pre-position Cocoa to diversify and strengthen its economy; we have long been dependent on infusions of outside money during boom cycles. We could instead invest in ourselves while educating our population to create value in themselves, aligned with ongoing work in the region and clean industries of the future. Our diversity, lower incomes, and lower educational levels could be viewed as opportunities for leveraging model grant programs. Third, pursuing sustainability will make Cocoa more attractive and able to be selective and strategic about smart growth. Cocoa needs to improve the perception and reality of quality of life here, by making our public spaces healthier, more inviting, and more functional for citizens, visitors, and new businesses alike.



Fourth, pursuing sustainability will help Cocoa preserve and enhance its existing natural advantages. Cocoa needs to protect and enhance irreplaceable resources like the Indian River Lagoon and maintain its health and species diversity, our lake systems, historic architecture, historic views, public water access, tree canopies, wetlands, museums, higher education campuses, and consolidated districts that have a unique identity.

Throughout the county, the state, and the country, sustainability plans have been created and implemented. These plans have become important in organizing and funding major upgrades in

[3] Underwater: Rising Seas, Chronic Floods, and the Implications for US Coastal Real Estate, June, 2018. Union of Concerned Scientists. Presented at the Central Florida Floodplain Manager's Meeting 2018.

cities' technology, best practices, and preparedness for future challenges. It is time for Cocoa to participate in these advantages and sources of new funding.

Methodology and STAR Community Framework

After Cocoa resolved to create the SAC, the members came together monthly in public meetings to identify the scope and schedule of our work. Our goal was to first create a three to five year plan, and then begin to work on other projects described in the resolution. The sense of the group was that once completed, the plan would serve as a reliable guide for budgeting and implementation for at least two years, and thereafter likely need to be reviewed and adjusted to reflect new understandings of how to be more successful in accomplishing the objectives of the resolution.

In addition to adopting the Brundtland definition, the SAC adopted an existing, nationally-recognized framework for sustainability in order to bind and organize our work: The Sustainability Tools for Assessing and Rating (STAR) Communities Framework. "The STAR Community Rating System is the nation's first comprehensive framework and certification program for evaluating local sustainability, encompassing economic, environmental and social performance measures. Local leaders use the rating system's evaluation measures to assess their current level of sustainability, set targets for moving ahead, and measure progress along the way."[4] The SAC adopted this system to avoid reinventing the wheel, to pre-position Cocoa for grant seeking, and to set the stage for certification, if that becomes a priority.

STAR Community Framework v2, 2016[5]

Built Environment	Climate & Energy	Economy & Jobs	Education, Arts, & Community	Equity & Empowerment	Health & Safety	Natural Systems	Innovation & Process
BE-1: Ambient Noise & Light	CE-1: Climate Adaptation	EJ-1: Business Retention & Development	EAC-1: Arts & Culture	EE-1: Civic Engagement	HS-1: Active Living	NS-1: Green Infrastructure	IP-1: Best Practices & Processes
BE-2: Community Water Systems	CE-2: Greenhouse Gas Mitigation	EJ-2: Green Market Development	EAC-2: Community Cohesion	EE-2: Civil & Human Rights	HS-2: Community Health	NS-2: Biodiversity & Invasive Species	IP-2: Exemplary Performance
BE-3: Compact & Complete Communities	CE-3: Greening the Energy Supply	EJ-3: Local Economy	EAC-3: Educational Opportunity & Attainment	EE-3: Environmental Justice	HS-3: Emergency Management & Response	NS-3: Natural Resource Protection	IP-3: Local Innovation
BE-4: Housing Affordability	CE-4: Energy Efficiency	EJ-4: Quality Jobs & Living Wages	EAC-4: Historic Preservation	EE-4: Equitable Services & Access	HS-4: Food Access & Nutrition	NS-4: Outdoor Air Quality	IP-4: Good Governance
BE-5: Infill & Redevelopment	CE-5: Water Efficiency	EJ-5: Targeted Industry Development	EAC-5: Social & Cultural Diversity	EE-5: Human Services	HS-5: Health Systems	NS-5: Water in the Environment	
BE-6: Public Parkland	CE-6: Local Government GHG & Resource Footprint	EJ-6: Workforce Readiness	EAC-6: Aging in the Community	EE-6: Poverty Prevention & Alleviation	HS-6: Hazard Mitigation	NS-6: Working Lands	
BE-7: Transportation Choices	CE-7: Waste Minimization				HS-7: Safe Communities		

[4] 3.05.20 http://www.starcommunities.org/newsroom/understanding-star/
[5] 3.05.20 http://www.starcommunities.org/about/framework/

Since adopting the STAR framework, STAR merged with the U.S. Green Buildings Council[6] which heads the LEEDs community. LEED (Leadership in Energy and Environmental Design) focuses on designing buildings that produce less waste by being energy efficient and using smart materials, design, and construction techniques. Using both STAR and LEEDs frameworks together puts Cocoa in a strong position to keep its efforts efficiently aligned with mainstream, proven best practices in sustainability.

The SAC also reviewed other Floridian sustainability plans in detail. We compared them for range of topics, timelines, specificity, and format. Concurrently, the SAC reviewed all Cocoa's existing sustainability practices and policies as provided by the staff liaison (See Appendix A).

Using the available information, the SAC prioritized 12 objectives from the STAR system to serve as the focus for developing Cocoa's Sustainability Plan. As a result, we also narrowed the field to 5 STAR Goals which naturally became the organizing sections/chapters of the plan: Built Environment, Natural Systems, Health and Safety, Equity and Empowerment, and Climate and Energy.

Cocoa's History and Demographics Relate Positively to Cocoa's Sustainability



Cocoa is the heart of the African American community in Brevard County. Cocoa's history and demographics set an important and positive context for Cocoa's pursuit of sustainability. For some, seeing this may require wrestling with at least two perceptions.

The first perception is that sustainability is for wealthy, white, homogenous communities: sustainability is expensive so only wealthy white communities can afford solar panels, well-managed storm-water systems, or safe parks and recreational greenspaces. But the truth is that pursuing sustainability helps all communities use scarce resources more efficiently, and justly, while creating economic, social, and health benefits for everyone in the community that can grow over time. While Cocoa's population has economic challenges, the SAC sees these as an opportunity for our efforts to be more beneficial, and to strengthen and create more value for our community.

The second difficult perception is Cocoa's reputation. Cocoa has a long-standing reputation of being African American, poor, unemployed, and dangerous. This reputation is highly problematic. First, this reputation lumps together African American, poor, unemployed, and dangerous as if they were the same and causal. This thinking is obviously incorrect. Second, this doesn't account for the many positive histories and facts to the contrary: it does not reflect the nuance or reality of Cocoa's history, African American or White. There is a dynamism, activism, industriousness, and invention that seems to hail from all Cocoans' pioneering spirits. But Cocoa's African American community in particular, has demonstrated an incredible level of

[6] 3.05.20 http://www.starcommunities.org/

resilience, courage, and invention. Cocoa's African American community survived and prospered here, despite: beginning just as slavery ended when property ownership was still tricky, through Jim Crow laws which restricted black freedoms, through high rates of lynchings in the state[7] and organized racism that persisted openly until 1968[8]. Recalcitrant and insidious racism remains even today. Many citizens of Cocoa are so used to this context that we no longer recognize the incredible resilience required just to operate in these conditions, much less flourish in them. Diamond Square and Magnolia/Stone Street have been vibrant communities. Cocoa's African American residents were organizing Civil Rights activities *before* there was a Civil Rights movement. But these stories are not well known or understood. And so, it is easy to fail to see this resilience as a superpower. All Cocoans should learn from and develop the resilience that defines Cocoa's history, and Cocoa's African American history in particular. For that reason, this Sustainability Action Plan is dedicating time to telling some of Cocoa's extraordinary and inspiring African American histories. *Please read these as well as information about Cocoa's heritage in* ***Appendix B****.*

As the SAC looks forward, it is exciting to draw from Cocoa's diversity, its resilient histories, and its challenging economics as sources of strength. These may be Cocoa's emerging superpowers for sustainability.

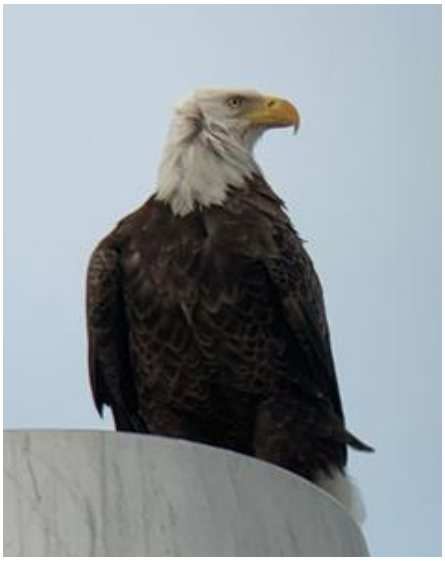
Cocoa's Beautiful Natural Surroundings Relate Positively to Cocoa's Sustainability

Florida is unique among America's ecosystems, and within Florida, Cocoa is particularly beautiful and blessed by its natural surroundings. Three factors largely account for this: Cocoa is situated in a transition climate zone, it is in a water-rich environment, and it has large swaths of undeveloped lands.



Cocoa straddles the transition between the temperate and subtropical climate zones, so plants and animals from both climate types call Cocoa home. This results in an unusually rich diversity of species that is immediately visible, with hallmarks such as cabbage palms and maples living side-by-side with oaks. All three species of mangroves neighbor sea grapes along Cocoa's Indian River Lagoon. Palmetto, pine, saw palmetto, and scrub oak characterize drier inland areas of Cocoa. Florida native wetland plants include a fantastic array of species including alligator flag, lizard's tail, duck potatoes, bog buttons, pickerel weed, muhly grass, and bull rushes.[9] Throughout Cocoa, osprey, bald eagle, mockingbird, kingfisher, roseate spoonbill,

[7] "From 1900 to 1930, Florida had the highest per capita rate of lynching in the South: 4.5 lynchings for every 10,000 blacks. This was twice the rate of lynchings in Mississippi, Georgia, and Louisiana and three time that of Alabama." Ben Green, Before His Time, p 45.
[8] Cocoa schools were not desegregated until 1968 when 8 African American students first attended Cocoa High.
[9] Native Florida Freshwater Wetland, Martin B. Main, Ginger M. Allen, and Ken A. Langeland, University of Florida, IFAS, Extension. The referenced document is Circular 912, published jointly by the Wildlife Ecology and Conservation Department and the Agronomy Department, Florida.



white ibis, blue jay, cardinal, dove, egret, and heron are all part of daily life in Cocoa. The east coast of Florida is on a north-south bird migration route, and Cocoa is a migration stopover or wintering spot for an even greater number of birds for portions of the year. Visiting bird species number upwards of 150, which explains how the term “snow birds" came to represent our winter human visitors. People travel from all over the world to see reddish egrets, wood storks, manatees, and dolphins, all Indian River Lagoon creatures that are common sights to our residents. Brevard County hosts the annual Space Coast Birding and Wildlife Festival, one of the largest wildlife events in the country, and the neighboring Merritt Island National Wildlife Refuge has more federally protected wildlife species than any other wildlife refuge in the continental U.S.

Cocoa is blessed by being a water-rich environment. Cocoa is not only surrounded by water, but ancient pond and natural spring systems store and circulate fresh water throughout central areas of Cocoa. The foundation of this water-rich environment is the geology and hydrology of Cocoa's soils, and active rain cycles. But dense plant life mediates the water cycle, increasing stormwater absorption, increasing water retention through dry times. Cocoa is bordered on the west side by the freshwater St. John’s River drainage basin. Prior to an explosion of development in the 1950's, Clear Lake, Mud Lake, and Lake Poinsett provided drinking water and recreation for locals and tourists. These waters continue to support freshwater fish and amphibians, and a host of mammals that feed upon them. On the east side of Cocoa is the brackish water Indian River Lagoon, which has heavily influenced Cocoa's economy, recreation, and transportation. Lastly, Cocoa’s pleasant climate and amazing biodiversity are also shaped by the Atlantic Ocean, which is less than 10 miles east.

Third, Cocoa is distinguished by large swaths of undeveloped lands, lush with mature tree canopies and intact wetlands. Our understanding of their beauty and value has increased as we have learned their essential role in clean water and air, preserving our climate, and enhancing our emotional well-being. Almost anywhere in Cocoa, a person is just moments away from being able to walk in dappled shade along the edge of a natural water system, surrounded by tranquility. These experiences are becoming increasingly rare and valuable in Florida. Taking action to preserve what has made Cocoa attractive will protect its unique value for future generations.

In turn, the fact that Cocoa has beautiful natural surroundings benefits its sustainability in three ways. Mature, intact natural surroundings are an increasingly rare and valued asset, especially in an area with easy transportation accesses. Second, Cocoans are already attuned to natural surroundings as an asset and are motivated to preserve what attracted them to Cocoa. Third, it

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Cooperative Extension Service, Institute of Food and Agricultural Sciences, University of Florida. Originally published by the Fisheries and Aquatic Sciences Department, May 1991. Revised May 1997 and, most recently, July 2006.

is easier to protect an existing asset than recover or re-create it. All three align to make smart, sustainable growth the obvious and achievable choice for Cocoa.

Sustainability Efforts in Cocoa as of 2018

Appendix A details the sustainability activities the City of Cocoa was pursuing as the SAC began its work in 2018. They focused on reducing wasted energy and waste in general. Additionally, much of the effort focused inward, on city operations, rather than toward making Cocoa more sustainable as a community.

Implementation and Measurement of SAC Recommendations

The SAC prioritized 25-30 initiatives to pursue in year one. All the initiatives were designed to have measurable outcomes. The SAC intends to work hand in glove with city staff to support and track implementation, verify measurement, and communicate milestones and successes. The detailed comprehensive table of the SAP (Appendix D) identifies champions within city staff, and implementation timelines.

Sources of Funding for SAC Recommendations

The SAC intends for Cocoa to incorporate some of these projects within its existing budget by redirecting some of its ongoing work in a more sustainable manner. In other cases, it is imperative that Cocoa rigorously seek grants to increase the reach of our budget, to increase the range of expertise Cocoa accesses, and to develop positive recognition for Cocoa's successes in sustainability.

Built Environment

Chapter 1: Built Environment

Built Environment is the human-made space in which people live, work and recreate on a day to-day basis.[10] Built Environment addresses the design, development, construction, and management of land and other public spaces including, but not limited to, parks, greenspace, sidewalks, public buildings and affordable housing to improve the quality of life for the city's residents.

Built environments are highly interconnected with natural systems, and unless pursued properly may cause unintended negative consequences related to stormwater, pollution, habitat loss, habitat degradation, and loss of recreational spaces. Areas within a city's built environment must be planned, designed, managed and maintained in a manner that allows for a healthy, productive, and efficient community landscape in which all residents can grow and thrive.



Much of Cocoa's built environment occurred after 1955. By one account 17,000 new housing starts occurred in 1957 alone, in Brevard County. At this time wetlands were viewed as a nuisance, and not a highly valuable resource of water, species diversity, cooling, climate resilience, recreation, and beauty. Clear-cutting, landfilling, septic systems, leaky laterals, and grass lawns were normal. It was cheap and easy. Likewise, springs were plugged and canals were dug and not maintained -- the consequences were little understood. We bear the costs now.

Additionally, Cocoa experienced a series of boom-bust cycles related to citrus and the space industry that left behind a patchwork of developed areas, abandoned areas, brownfields, and undeveloped areas. The latter leave Cocoa remarkably green and devoid of traffic congestion in comparison to many other areas of the county. The former present opportunities for redevelopment without further habitat degradation, and even improved stormwater management. This is a blessing in disguise. Cocoa is also distinguished by a relatively high number of old-growth oak and sabal palms in its historic developed areas. These provide shade, cooling, stormwater absorption and contribute to the inviting, distinctive, historic and restful appeal of areas such as Cocoa Village and Indian River Drive. They may serve as a model for other areas of Cocoa.

Finally, Cocoa is characterized by low-rise architecture that tucks into its tree canopy. With only a few exceptions, church spires and City Hall command the skyline in a way that is unique in

[10] Roof, K; Oleru N. (2008). "Public Health: Seattle and King County's Push for the Built Environment". J Environ Health. 75: 24–27.

Florida but appealing in some way similar to the human scale of great cities such as Central London, old Paris, DC, and historic cities throughout America. The combination of low-rise development with tree canopy also positions Cocoa well for enduring hurricanes and high winds.

Both as a relatively poor area of the county, and as a purveyor of water to the county, Cocoa's approach to its water infrastructure and affordable housing are critical to ensuring a sustainable future. Similarly, because of Cocoa's more abundant greenspaces, it can maximize and optimize these, thereby increasing its appeal as both a residential area, a place for outdoor recreation and enjoying nature, and a preferred location for clean-tech oriented businesses of the 21st century.

In this Chapter, the SAC identified six STAR objectives around which key sustainability initiatives were determined to yield the highest Return on Investment (ROI) in significantly improving the City of Cocoa's Built Environment. These objectives are:

- BE-1 Ambient Noise & Light: Minimize and manage ambient noise and light levels to protect public health and the integrity of ecological systems.
- BE-2 Community Water Systems: Provide a clean and secure water supply for all local users through the management of potable water, wastewater, stormwater, and other piped infrastructure.
- BE-3 Compact & Complete Communities: Concentrate development in compact, human-scaled, walkable centers and neighborhoods that connect to public transit, offer diverse uses and services, and provide housing options for families of all income levels.
- BE-4 Housing Affordability: Measure location efficiency through the combined costs of housing and transportation and encourage affordable housing in areas where transportation costs are already low due to public transit accessibility.
- BE-5 Infill & Redevelopment: Analyze redevelopment and the condition of public infrastructure to encourage efficient use and reuse of land.
- BE-6 Public Parkland: Promote accessibility to abundant, well-designed parks and greenways.

The SAC then developed an extensive list of initiatives and measurable outcomes to support accomplishing these objectives. They are captured as Appendix D. These provide a long-term road map for Cocoa's pursuit of Built Environment.

The initiatives below were selected by the SAC for priority implementation within the first year of plan. They include:

- Reduce excessive noise and light trespass in citywide development and improvements to prevent adverse impact to city's residents, local wildlife and ecological systems.
- Create an ample supply of public green spaces designed to encourage consistent active and passive use and ensure equal access to well-maintained public parks, green spaces and facilities throughout the city.

- Promote pedestrian-scaled, mixed-use development in high-density areas that support public transit and increase pedestrian safety by reviewing city code annually.
- Improve resiliency of City of Cocoa Utilities water supply and water collection services through on-going infrastructure improvements.
- Encourage affordable housing though financial incentives and creative programs.
- Create a more sustainable city with a pilot Sustainable Design Scorecard for new residential and non-residential design and development at the planning and permitting stage, an assessment tool to evaluate against set sustainable design benchmarks: Energy/Water Efficiency; Thermal Comfort; Overall Environmental Sustainability Performance; Florida-Friendly Landscaping.
- Protect views, pedestrian safety, and neighborhood security.

Equity And Empowerment

Chapter 2: Equity and Empowerment

Creating a sustainable community depends on making decisions that promote the wellbeing of current and future generations. To do this, community members need to be proactive, taking actions that contribute to making positive change in homes, neighborhoods, workplaces, and schools. It is essential to have input from multiple perspectives as well as all parts of the community. Without such participation it is not possible to address complex issues relating to sustainability or meet the needs of all segments of the Cocoa community. This requirement to involve the community is why Equity and Empowerment is such a critical component of the City of Cocoa Sustainability Plan.



Cocoa is the most ethnically diverse city in Brevard County. Separately, and distinctly, Cocoa has the highest poverty rate in Brevard County. A focus on Equity and Empowerment is essential to ensuring that all ethnicities and socio-economic groups are actively involved in decision making. It also means learning to respect diversity of opinion, understanding why civility is an essential part of effective communication, and using these tools to build relationships with law enforcement and other city departments. For years, Cocoa Police have invested heavily in community outreach. We have seen the dividends in our community's strong but peaceful, respectful, and well-attended protests in 2020. The dual challenges of the COVID-19 pandemic as well as past and present racial justice issues within Cocoa's communities of color need continued attention.

In the future, Cocoa's communication will need to be maintained with vulnerable communities as a commitment to making improvements and increasing responsiveness to critical health and public safety issues. The hope is that through encouraging participation in government, all city residents will gain more confidence in the process and begin trusting that those in office will focus on the needs of all parts of the city as well as being open, accountable, and ethical.

When a community supports civic engagement it creates opportunities to empower its residents, making them more likely to serve in the community by taking volunteer opportunities and participating in government through voting, encouraging others to vote and running for office. For Cocoa to become sustainable, we need to offer residents education about sustainable practices. We also need to provide opportunities for residents to fully experience all the natural and cultural resources available in the city and engage them in making a positive civic contribution.

The SAC identified two STAR objectives around which it makes sense for Cocoa to target supporting initiatives. The objectives are:

- EE-1, Civic Engagement: Facilitate inclusive civic engagement through the empowerment of all community members to participate in local decision making.
- EE-3, Environmental Justice: Ensure no neighborhoods or populations are overburdened by environmental pollution.

The SAC then developed an extensive list of initiatives and measurable outcomes to support accomplishing these objectives. They are captured as Appendix D. These provide a long-term road map for Cocoa's pursuit of Equity and Empowerment.

Then the SAC selected initiatives for immediate priority in the first year of implementation of the plan. They are:

- Provide civics education programs directed towards youth and adult residents of the city. Encourage adults and young people to participate in the Citizens Academy.
- Promote and develop events to increase voter turnout for all elections.
- Promote participation in the Mayor’s Fitness Challenge.
- Promote participation in district town halls and Neighborhood Watch meetings.
- Improve communication by increasing use of the City of Cocoa’s website and Facebook page.
- Initiate outreach to conduct a comprehensive environmental justice assessment.

Health And Safety

Chapter 3: Health and Safety

Human health and safety is at the heart of sustainability. Understanding the integral relationship between human, environmental, and community health creates a strong foundation for sustainable action. Healthy individuals are less vulnerable to hazards, and more able to participate in their community, which strengthens social bonds and builds the social capital that is important to building sustainable, healthy and safe communities.

All Cocoa's residents, regardless of background, face health and safety concerns. Some of these common concerns are better addressed as a community; others must be addressed as a community out of necessity. Understanding the "health history" of our city, understanding where there are issues of environmental justice and hazards, and understanding issues of safety whether related to traffic, storms, or violence, positions our community to take appropriate actions for a more sustainable future.



The SAC identified a number of pressing health and safety concerns for Cocoans: inadequate access to affordable housing, long-term vacant buildings that invite crime, no urgent care facility in the city, food deserts, a lack of safe sidewalks/roadways for pedestrians and cyclists who depend on it for safe transportation, and a lack of safe/accessible community parks for healthy recreation in all our neighborhoods. Additionally, Cocoa has a high percentage of vulnerable populations, especially elderly, people living below the poverty line and many in need of health services without health insurance. Also, a significant percentage of Cocoa's fire budget goes to calls that relate to treatment of chronic conditions. On average, the fire department has a four-minute response rate. Medical emergencies account for 90% of their calls. Emergency medical treatment accounts for 30% of the budget. They are responsible for emergency treatment until an ambulance arrives. More medical facilities in the city and/or a healthier population could reduce that burden.

Although there are no urgent care facilities or clinics or hospitals within Cocoa, it does host a methadone clinic, the Community Treatment Center, Crosswinds Youth Service, Aging Matters, The Sharing Center, the Brevard Humane Society, the Boys and Girls Club, and the Family Counseling Center of Brevard. Comfort Ride serves the Cocoa area with medical transport. The Space Coast Health Foundation is just a short distance from Cocoa in Rockledge.

Not addressing Cocoa's health and safety challenges already costs Cocoans. And, there is also no guarantee things will continue "as is." Some problems worsen when not addressed. For example, people with unaddressed substance abuse and mental health issues can create disruption, danger, and damage for the health and safety of neighbors and people around them.

Maintaining conditions that promote good health and safety is a major goal of most cities and municipalities. To this end, the SAC discussed an ideal condition set for a healthy and safe Cocoa. Generally speaking, all people need to have access to healthy food. All people need access to safe recreational areas. All people need safe means of transporting themselves for essential life activities. And all people need some access to health care, including behavioral and social health services; it helps them maintain their employment and provide for their families. Older residents may need treatment for chronic disease, access to home health or nursing home care. Children need access to pediatric primary care and dental services. Individuals with critical challenges such as substance abuse and mental health issues are often the most underserved with lack of access to care being a critical challenge. All citizens need well-trained and well-managed police who are engaged members of our community, and responsive to crisis needs; good policing makes Cocoa safer for everyone in our city.

Some of these challenges seem daunting and insurmountable for a single city. But there are others that Cocoa can get its arms around. For example, Cocoa can host mobile clinic visits. Similarly, Cocoa can include requirements for affordable health care access in conjunction with permits for affordable housing developments. As another example, Cocoa has significant population that depends on walking and bicycles for activities of daily living; by installing crosswalks and planting shade trees near sidewalks, Cocoa can improve pedestrian/cycling safety and comfort. Similarly, by promoting safety programs such as "Drop a Dime" in our schools, Cocoa can better leverage existing safety resources.

The SAC identified three STAR objectives around which it makes sense for Cocoa to target health and safety initiatives. The objectives are:

- HS-1, Active Living: Enable Adults and kids to maintain healthy, active lifestyles by integrating physical activity into their daily routines.
- HS-2, Community Health: Achieve positive health outcomes and minimize health risk factors associated with behavior and poor indoor air quality.
- HS-3, Emergency Prevention & Response: Reduce harm to humans and property by utilizing long-term preventative and collaborative approaches to avoid emergency incidents and minimize their impacts.

The SAC then developed an extensive list of initiatives and measurable outcomes to support accomplishing these objectives. They are captured as Appendix D. These provide a long-term road map for Cocoa's pursuit of Health and Safety. Then the SAC selected initiatives for immediate priority in the first year of implementation of the plan. They are:

- Improve bicycle and pedestrian amenities to create multimodal commuter pathways in the City of Cocoa.
- Partner with community groups to sponsor programs that encourage active living for adults and children.
- Analyze the data available for the 2019 Community Health Needs Assessment report and the Brevard County Community Health Improvement Plan, to identify gaps that can be addressed in Cocoa's Sustainability Plan.

- Develop a Community Health Improvement Plan to strengthen the delivery of health services and improve community health.
- Encourage residents to develop emergency kits and evacuation plans; encourage business and other organizations to develop emergency procedures and shelter in place plans. Publish emergency response information.

Natural Systems

Chapter 4: Natural Systems

Natural systems include the land, its soils and geology, water systems in the same area, drainage basins, and the attending native plant and animal life that flourish among them. The five are significantly impacted by growth, construction, and pollution, as well as changing storm and weather patterns. Water intricately connects them all. Smart infrastructure decisions can improve Cocoa's quality of life by managing growth while maintaining a healthy environment and improving natural systems' resilience to hurricanes, flooding, pollutants, and habitat disruption or loss.

The 15+ square miles now known as Cocoa is a water-rich environment characterized by extensive interconnected and interdependent natural systems from the Indian River Lagoon to freshwater ponds, lakes, springs, wetlands, a coastal ridge, and an array of temperate and tropical plants and animals. Native Americans, early pioneers and settlers were attracted to the area's abundance that derived from these natural systems in combination with its high-energy, transitional climate. The hydrologic cycle is visible almost daily in our skies, and dramatically reminds us of the links between natural systems.

Most recognize Cocoa's connection to the Indian River Lagoon (IRL) because Cocoa adjoins it. Not as many are aware of how ecologically rich and important this water system is. Because the IRL straddles the temperate and tropical climate zones, and because it is such an extensive body of shallow, protected water, it is one of the most unique and diverse ecosystems in the U.S. The IRL is irreplaceable, deeply cherished, and extremely fragile due to its unique characteristics.



Cocoa demonstrates a historic link between natural systems, transportation, and water. A trail for travel and access to the River's resources, created by animals and Native Americans before the pioneers, became present day River Road/Riverside Drive/Rockledge Drive and was one of the first main thoroughfares in Brevard County. Early transportation to/from Cocoa was via steamboat passage, and fishing and maritime commerce were the main sources of income. The extension of the Florida East Coast Railway to Cocoa in the late 1800s allowed the area to continue to grow and the City of Cocoa was chartered in 1895. Clear Lake was once a source of drinking water for the city, and used for recreation before community pools were built. The City of Cocoa has been providing potable water resources to Central

Brevard County since the mid to late 1950s. Recently Cocoa has re-positioned itself as a transportation and distribution infrastructure hub; the growth corridor overlays the ancient Mud Lake system, Clearwater Lake, the old stormwater system, and the Cocoa Conservation area. While these natural systems are not as well-known as the IRL, they too are ecologically rich, fragile, and important to future quality of life and resilience. Growth comes with an impact to natural systems and resources; these must be considered carefully and managed with our long-term future in mind.

Natural Systems interact with all the other SAP-prioritized recommendations, most specifically the Built Environment. Built and Natural Systems include naturally occurring ecosystems, human development, and the interactions between them, so striking a balance between the two is critical. Human development includes gray infrastructure, such as municipal buildings, homes, streets, sidewalks, and piping systems, as well as green infrastructure, such as tree canopies, native landscaping, parks and public greenspaces that double as stormwater buffers.

Natural land and water systems are ever changing. Population growth, urban development, industrial activities, and agriculture can alter many of these natural land and water systems -- in some cases with little regard for ecosystem health. Land and water systems encompass all terrestrial and aquatic environments around and within a city that must interact and deal with human intervention and stressors. These systems are highly interconnected, with a change in one having the potential to greatly affect the others. As described, the City of Cocoa is highly dependent on surrounding land and water systems, with both directly influencing the health of the City's social, economic, and environmental assets.

The City's marine habitats within the Indian River Lagoon, as well as terrestrial habitats, are vulnerable to human activity. Mangrove communities and other aquatic species are expected to be challenged by impacts from sea level rise, and also by changes in the Lagoon and increasing aquatic and terrestrial resource use. Threats to land and water systems in the City are important to understand and mitigate as smart infrastructure decisions can improve city resilience to tropical cyclones, flooding, habitat loss, canopy and other green infrastructure loss, and the introduction of pollutants to the system. Assuming sea level rise will continue, the City of Cocoa will experience the effects in the Indian River Lagoon, and there will be impacts to infrastructure. Thus, storm events and other factors will challenge the functionality and lifespan of the City's infrastructure. This needs to be acknowledged and taken into consideration when planning infrastructure improvements and new development. Also, building and land use practices should focus on the wise use and protection of the remaining undeveloped lands within the City.



Over the short-term, local land and water systems must contend with stormwater runoff

that is polluted with fertilizers, lawn clippings, sediments, and litter that is not biodegradable. Once introduced into the environment, these contaminants can feed algae blooms, choke out native species, and hurt local wildlife as well as affect other natural ecosystems.

A shining example of incorporating the principles of all the sustainably plan recommendations is our Cocoa Riverfront Park, a model use of public space to promote recreation, community, economy, family, stormwater protection, and IRL protection all at the same time. As mentioned throughout the Sustainability Action Plan, Cocoa needs to protect and enhance irreplaceable resources like the Indian River Lagoon and maintain its health and species diversity, our lake systems, historic architecture, historic views, public water access, tree canopies, wetlands, museums, higher education campuses, and consolidated districts that contribute to Cocoa's unique identity and quality of life.

The STAR Framework's Natural Systems goal areas include objectives relating to: Green Infrastructure, Invasive Species, Natural Resource Protection, Outdoor Air Quality, Water in the Environment, Working Lands. Among these, the SAC chose to focus on NS-5, Water in the Environment: Protect and restore the biological, chemical, and hydrological integrity of water in the natural environment.

This objective considers the actions necessary to maintain and preserve the land and natural systems of the City of Cocoa, while helping to sustain local natural resources and keeping the local economic and social systems strong. Higher priority was placed on specific indicators because of the City's location on the IRL. A common theme throughout the plan's various goals is reducing stormwater related pollution.

The Committee identified four initiatives to support this objective. These were fully developed as a plan and reside within Appendix D. The SAC anticipates these will be used as a three-year road map for Cocoa.

1. Assess water quality in canals, ponds, etc.
2. Educate and inform citizens about how they can personally improve water quality
3. Waterway restoration
4. Increase quantity and effectiveness of green infrastructure

The SAC selected initiatives 3 and 4 as immediate priorities for Cocoa to pursue upon the adoption of the City of Cocoa Sustainability Plan, and once approved by City Council. The SAC defined supportive actions, as well as associated condition-level outcomes, all of which are accessible in Appendix D. The actions are as follows:

- Participate in habitat restoration programs on public lands to filter/improve IRL water quality.
- Pursue all available resources for assisting in removal of muck from navigable waterways including: Lagoon sales tax, Save Our Lagoon, One Lagoon, St. Johns River Water Management District (SJRWMD), and other local and governmental resources available.
- Evaluate City's impervious footprint and create incentives, programs and projects that reduce pavement/building footprints, increase green areas/use permeable

pavements, and reroute rainwater into the ground as close to where it falls as possible.

- Increase the frequency of the City's street sweeping program, in areas that drain to the IRL, to reduce debris, trash and leaf litter entering the public storm sewer system that flows to the IRL.
- Active stormwater treatment such as aeration, diffusion, bioactive and sorptive media (BAM) to improve nutrient reduction effectiveness.
- Create stormwater pond parks and bio-retention sidewalks and trails.
- Create logo/kiosk, signage/strategy, for the education of the public of various waterway protection strategies.
- Update City's Stormwater Master Plan on a regular basis to adapt to progress, new technologies available and assure that stormwater infrastructure and improvements are resilient and will be functional in future sea level rise and climate change conditions.
- Pursue funding opportunities for inspection of lateral sewer lines.
- Continuation of City Watershed-related sustainability Initiatives outlined in 2010-20 City of Cocoa Comp Plan including:
    - Installation of additional 2nd generation nutrient-removal baffle boxes to improve runoff quality to the IRL.
    - Exploring options such as a treatment basin within the IRL to remove excess nutrients.
    - Undertaking studies to determine the effectiveness of existing solar-powered mixer at Bracco Pond in consideration of adding additional mixers at other City-owned stormwater ponds and lakes to improve water quality.
    - And City Rain Barrel Rebate Program.
- Assess and map existing green infrastructure. Address gaps to maximize connected network of greenways and align with community assets. Identify and implement most effective means of maximizing quantity and performance of green infrastructure in functions such as absorbing stormwater, reducing pollutants in runoff, providing shade, maximizing atmospheric cooling, reducing stress, providing habitat for urban and lagoon native/friendly species, and connecting communities, thereby also supporting tourism and smart economic development. This may include updating code, planting canopy trees, installing swales, amending canals, correcting natural water systems, installing littoral plantings and bio filters for stormwater systems, and acquiring and/or preserving land that can act as a buffer zone. Preserve/enhance scenic and historic views and landscapes. (Clearlake System, Mud Lake System, Bracco Pond System, Westlake System.)

Climate And Energy

Chapter 5: Climate and Energy



Energy is required to power our homes and towns: air conditioning, lighting, electronics, hot water, and many other daily conveniences depend on reliable and affordable electricity for power. Unfortunately, today energy services throughout Cocoa are almost entirely derived from fossil fuels. Cocoa can reduce climate impacts and increase resource efficiency in order to create safer, healthier, and more resilient communities by addressing this. This is the overarching goal the SAC recommends. While Cocoa should continue to directly address infrastructure resilience, Cocoa also has bigger opportunities to impact our long-term sustainability. Cocoa has an opportunity to shift municipal facilities to renewable energy sources. Cocoa can decrease municipal and residential consumption by promoting and adopting energy efficiency solutions. Cocoa can educate and encourage homeowners to shift to renewable energy by providing current information about costs and benefits. Cocoa can seek grants and financing options to help residents finance shifting to renewable energy. And, as a water producer, Cocoa has a special opportunity to positively shift the energy water nexus by powering Cocoa's water treatment plants with renewable energy. In these ways, Cocoa can both directly address infrastructure resilience and increase resource efficiency. The SAC identified four objectives around which it makes sense for Cocoa to target supporting initiatives. The objectives are:

- CE-1 Climate Adaptation: Strengthen the resilience of communities to climate change impacts on built, natural, economic, health, and social systems.
- CE-3 Greening the Energy Supply: Increase participation in solar energy production and use.
- CE-4 Energy Efficiency: Minimize energy use and demand in the residential commercial, and industrial sectors to increase energy efficiency in the community.
- CE-7 Waste Minimization: Reduce and reuse material waste produced in the community.

The Committee developed an extensive list of initiatives and measurable outcomes to support accomplishing these objectives. They are captured as Appendix D. These serve as a roadmap for Cocoa's 3-5 year pursuit of sustainability related to climate and energy.

The SAC then prioritized initiatives for immediate implementation, with the intent of reducing the total recommendations to between 20 and 30. The SAC agreed that as the objectives had already been prioritized, each of these objectives should be represented by at least one initiative. These are the list of initiatives we prioritized:

- Reduce Storm Water Related Pollution
- Reduce and Minimize Exposure to Flood
- Increase Shade Canopy
- Educate Residents on Solar Energy Costs and Payback
- Adopt "Ready for 100" Resolution
- Increase Solar Energy Use in Municipal Buildings
- Recommend Solar Energy Use in Affordable Housing
- Investigate and Establish Vocational Cross Training in PV/Electrical/Roofing. Invent a new career path for Cocoa students to pursue: cross-trained solar technician. Help companies hire this cadre to support increased conversions in the area, and reliable maintenance thereafter. Market broadly to increase Cocoa's participation in skilled workforce
- Create a connected multi-modal city
- Research and promote home composting
- Encourage the participation in the reduction of consumer good packaging and waste material at civic events, especially single use plastics

Appendix A: Sustainability Policies and Practices as of Summer 2018

Developed by City of Cocoa

Presented to SAC as Snapshot of Cocoa's Sustainability Starting Point

SUSTAINABILITY POLICIES		
Comprehensive Plan	**Future Land Use Element**	Goal 1.1 -
	Land Use Categories	Objectives 1.1.1., 1.1.2
	Sustainability/Energy Efficiency	Objective 1.1.9
		Goal 1.2 -
	Smart Growth Principles	Objective 1.2.1
	Transportation Element	Goal 2.1.6
	Bicycles	Objective 2.1.7
	Reduction of Greenhouse Gas Emissions	
	Housing Element	Goal 3.1
	Energy Efficiency	Objective 3.1.5
		Goal 3.2
	Preservation of existing housing stock	Objective 3.2.1.
	Preservation of historically significant housing	Objective 3.2.2
	Housing Safety	Objective 3.2.3
	Neighborhood Preservation	Objective 3.2.4
	Solid Waste Element	Goal 5.1
	Hazardous Waste	Objective 5.1.2
	Recycling	Objective 5.1.3
	Stormwater Management Element	Goal 6.1
	Protect Groundwater Recharge, Natural Drainage Features and Water Quality	Objective 6.1.1
	Potable Water Element	Goal 7.1
	Water Conservation	Objective 7.1.4
	Aquifer Recharge Element	Goal 8.1
	Intergovernmental Coordination	Objective 8.1.1
	Best Management Practices	Objective 8.1.2
	Coastal Management Element	Goal 9.1
	Protection of Marine Resources	Objective 9.1.1
	Estuarine Environmental Quality	Objective 9.1.2
	Priority of Shoreline Land Uses	Objective 9.1.3
	Public Expenditure in Coastal High Hazard Area	Objective 9.1.4
	Public Access to the Lagoon	Objective 9.1.5
		Goal 9.2
	Coastal High Hazard Area	Objective 9.2.1.
	Post-Disaster Redevelopment Plan	Objective 9.2.3

	Historically and Archaeologically Significant Resources Infrastructure in the Coastal Planning Area **Recreation and Open Space Element** Recreational Provisions Open Space Provisions **Conservation Element** Environmentally Sensitive Areas Air Quality Groundwater Water Quality Protection Endangered & Threatened Species Hydrology, Vegetation, and Wildlife Fisheries and Estuarine Habitat Hazardous Waste and Materials Floodplain Management Soil Conversation and Mineral Resources Energy Reduction and Conservation **Capital Improvement Element** Level of Service Standards	Objective 9.2.4 Objective 9.2.5 Goal 10.1 Goal 10.2 Goal 12.1 Objective 12.1.1 Objective 12.1.2 Objective 12.1.3 Objective 12.1.4 Objective 12.1.5 Objective 12.1.6 Objective 12.1.7 Objective 12.1.8 Objective 12.1.9 Objective 12.1.10 Objective 12.1.11 Goal 14.1 Objective 14.1.1
PUBLIC WORKS		
Streets	Micro-surfacing technology to reduce raw materials needed for street paving. Asphalt containing recycled asphalt product (RAP). Use of LED lights Traffic Signal heads Streetlights In new installations Replace older street lights Maintain traffic signals on US #1 and SR 520 with coordination to reduce vehicle wait time at lights	
Grounds	Fuel-efficient Diesel mowers (not gas) Minimal use of Pesticides and fertilizers (Florida-Friendly Landscape) Reclaimed water for irrigation where possible “Right tree/right place” policy to reduce future infrastructure damage	
Stormwater	Stormwater as a reclaimed water supply source Higher-frequency street sweeping in areas of the city that drain directly to the IRL to improve water quality Adoption of fertilizer rules including black-out periods, and the use of extended-release and no-phosphorus products Installation of second-generation nutrient-removal baffle boxes to improve runoff quality to the IRL Investigation of an innovative Waterfront stormwater treatment basin within the IRL to remove excess nutrients	

	Solar-powered mixers in city-owned stormwater ponds and lakes to improve water quality	
Facilities	Construct new buildings with low future-maintenance needs and enhanced energy-efficiency LED lighting upgrade / change-out in existing facilities Implementation of remote AC monitoring and control for more efficient operation. Change-out obsolete AC units with new units that are more energy-efficient and use ozone-friendly refrigerants Use of upgraded materials on Riverfront Structure replacement to mitigate future storm damage. Use of Natural Gas for standby Generators to reduce Diesel Fuel use Standardized Paint colors at city facilities to reduce waste of old paint	
Fleet	Telematics to supervise and maintain optimal and efficient vehicle operation System to monitor fuel usage Systematic vehicle replacement to remove old, inefficient vehicles from the fleet and replace them with newer, more fuel-efficient ones LED lighting retrofits on high-use fire vehicles Energy-efficient shop with LED lighting and Waste-oil heaters Use of renewable fuel - Bio Diesel Investigate use of Electric vehicles where cost-effective	
Solid Waste	City contractor's use of CNG-powered collection trucks Implementation of single-stream recycling program for all single and multi-family homes	
UTILTITIES		
Administration/ Engineering	Internally recycling used paper and make note pads for use in the division Motion sensors are installed throughout building to turn off lights when no one is present We save paper by distributing materials electronically, sharing files via our server, and using double-sided printing We provide reusable kitchenware in to reduce the need for disposable items We choose the most fuel-efficient city vehicle possible based on transportation needs Our commitments to Buy American and Buy Local contribute less to the department's overall carbon footprint We buy recycled copy paper Obsolete equipment is auctioned off for reuse instead of taken to the landfill Many employees use reusable water bottles and cups instead of drinking bottled water	

	Binders and file folders are reused after their contents are filed away	
Dyal Plant	Conversion of the lighting systems throughout the plant to a low voltage system and replaced lighting from fluorescent lights to energy saving LED lights Completed a chemical optimization study (via consultant) and implemented the recommended practices related to chemical dosing Currently renegotiating a new sludge disposal agreement to maximize the use of lime sludge residuals for the benefit of the Deseret Ranch operations. Reduces or eliminates cost to haul away and dispose of the residuals Provide liquid lime sludge to Orlando Utilities Commission's Stanton Energy Plant for use in cleaning their silos New sensors being installed to our remote monitoring stations will use solar power to provide data back to the Dyal Plant	
Sellers Plant	Permitted the only combined storm water pond and reclaimed pond (on Michigan Avenue) for the disposal of excess reclaimed water during times of low reclaim use and high waste water flows. Surplus effluent is pumped to Michigan Pond. This system will minimize the Sellers Plant from having to discharge surplus effluent to the Indian River Lagoon (IRL) and possibly avoiding a permit violation condition Negotiated the use of the City of Rockledge deep well to dispose of excess reclaimed water during periods of low reclaim use and high waste water flows to the plant. This connection will minimize the Sellers Plant from having to discharge surplus effluent to the Indian River Lagoon (IRL) and possibly avoiding a permit violation condition Reduced the need (utilizing biological means) to add costly aluminum sulfate (alum) to enhance effluent phosphorus removal Reduced electrical costs by employing use of new more efficient equipment and by streamlining operational schemes. $50,000 Sellers' plant personnel are cutting the plant and Cidco Tank grass which reduces the need for expensive contracts with vendors Sellers staff is utilizing "syrup", "sugar water" (waste product from a local drink manufacturer), to de-nitrify the plant effluent thereby reducing nitrate levels. This provides a cost savings by not having to purchase nitrate reducing chemicals	
Field Operations –	WFO building was constructed using reclaimed water in all of the toilets (as well as City Hall)	

Water Field Operations and SFO	Both divisions recycle any copper and/or brass removed from the ground during repair and maintenance assignments Employ the use of a large metal dumpster for large unusable items (i.e. valves, hydrants, etc.) for recycle; scrap Samsara GPS system is being utilized for more efficient crew assignments. This cuts down on drive time which in turn saves fuel and other resources Deploying an electronic GIS system in the vehicles allows everyone to work from one platform, and helps to mitigate paper waste. Eliminates returning to the office for maps and maintenance information and saves fuel and wear and tear on vehicles and emissions The WFO Division is actively coordinating with Customer Service to transition to radio read registers. Deploying more of this technology will eventually cut down on drive time and the time that it takes to read the meter. This in turn will reduce fuel/oil costs	
COMMUNITY SERVICES		
Economic Development	Brownfields Program Redevelopment emphasis CPEP/Façade Grant Programs	
ADMINISTRATIVE SERVICES		
Human Resources	Target Solutions – online training platform BY the end of FY19 hiring paperwork will be uploaded to online system -Neogov. Laserfiche online records archival	
City Clerk	On-line program- Legistar used for agenda packet production, approval, and distribution.	
FINANCE		
Budgeting, Purchasing	E-Forms, Legistar	
Customer Services	Water Conservation: Tier rate system on water sales – 4 tiers of rates available to promote conservation of water. The water per 1,000 gallons consumptive rate increases through the tiers as monthly consumption increases. Tampering with meter/theft of service – we have internal policies/procedures to reduce and mitigate theft of service and subsequent debt through: Inspection – work orders to check and document theft of services/illegal connections. These are driven by reactive measures; we are working towards implementing proactive inspections but are limited by manpower resources. High consumption – we offer a literature checklist on common occurrences of water leaks/losses to generate	

	ideas on places to consider/look for loss. The Utility Public Information Specialist also will conduct a site visit upon request for any customer wanting to learn ways to conserve water. Energy Conservation: <u>Meter Reading</u> Devices can capture mixed routes of manual and digital meters. This is important for energy conservation because a route with manual meters that must be walked also does not have to be driven to capture the digital meters. The City currently has about 25% of its meter inventory converted to digital smart meters. Digital meters can be read by walking or driving by the meter within proximity. Conversion efforts are lead jointly by Customer Service and Water Field Operations and a defined conversion plan is in place. It is recommended the City begin evaluating AMI/AMR technology for remote meter reading once the meter inventory investment is digital by majority (at least 50%) to get the best bang for its capital investment. It is desirable to reach this inventory majority in 3-5 years and requires budgetary support. This would save energy, fuel, and potentially water if leaks/losses/theft could be recognized as quickly as they occur. Work order routing – the water distribution system is divided into 3 zones and a technician is assigned to each zone daily. The work orders are loosely routed for route proximity efficiency by a human each day and new work orders are dispatched regularly. The City might consider a work order management system that prioritizes and routes based on priority and proximity to resources through AVL, automatic vehicle location. <u>Waste Reduction</u> Online billing – The City currently offers electronic bill statements and electronic payment processing for any customer wishing to subscribe to either service. Approximately 10-15% of customers use one or both of the services. The City might consider offering a monthly discount to entice customers to utilize them and reduce paper waste.	
SUSTAINABLE STRUCTURES		
City Hall	**LEED Certified Building** Low flow faucets Toilets flush with reclaimed water Lighting – motion controlled/ shut off after hours AC use reduced on weekends	Automatic switchover to generator with loss of power
Central Fire Station	Built to basic LEED standards	

Appendix B: Cocoa's History Relates Positively to Sustainability

As the SAC studied options for increasing sustainable practices in Cocoa, and prioritized which were most relevant and important to Cocoa, the committee members realized they could draw from both Cocoa's diversity, its resilient histories, and its challenging economics as sources of strength. These may be Cocoa's hidden superpowers for sustainability.

Cocoa's Diverse Heritage

Living in Cocoa in 2020 reads like a Southern novel, a slice of apple pie, a Highwayman picture, and snippets of 50 years of news reports on historic events in the space races. The stories come together in fantastic colorful, flavorful combinations. Cocoa's scenes of oak trees and sabals, shading eclectic architecture and winding roads, fishermen around the bend, moss swaying in temperate salty river breezes . . .. all convey a tranquil idyll in person. And yet, something is always happening in Cocoa. Always. At its heart, Cocoa is a restless community of invention, courage, and adaptation; no wonder it became the early and still unrecognized proving ground for the Civil Rights movement. This history, energy, and diversity all speak to Cocoa's potential, its sources of resilient strength and the engines of a bright, sustainable future.

Recent storms have reminded us that the Ais and other American Indians called Cocoa home as long as 5,000 years ago. At the same time pyramids were being built in Ancient Egypt, the abundant food supplies from fish and shellfish made life with mosquitos worth its tribulations. Right here, for 5,000 years, civilizations flourished with no pollution, only shell middens, lost canoes, and some burial sites and tools. Although few Ais survived contact with the Spanish and smallpox, our scant historical record indicates some Ais were 7 feet tall. High Point seems to have been a significant area for the ancient dwellers. Later, Seminole Indians remained in Indianola (Merritt Island) until the 1920s, although most on the mainland were chased south in the aftermath of the Civil War. In short, the geographic, climatological and ecological setting of Cocoa has long been a strength. This is a strength Cocoa must now seek to preserve and enhance.



In the early 1860s, fishing families arrived from Georgia and points north, attracted by the fishing and pleasant shoreline. Cocoa was platted as Indian River City in 1882; 1885 brought steamship service, and 1892 brought rail service. The city was chartered in 1895. By 1905 there were two hotels, a sawmill, churches, a weekly newspaper, sidewalks, schools, nice houses, and retail. Largely agricultural, the economy oriented to oranges, lemons, pineapples, bananas, and cane syrup, with ice plants, packing houses, and canneries supporting the work of getting the harvests to market. Moonshine was an unspoken, colorful strand of the economic fabric. Commercial real estate development focused around Brevard, Delannoy, Willard, Magnolia (Stone), King, where there was greatest access to

the railroad and wharves. In 1913 residents met and decided to build a bridge to Merritt Island and a road all the way to the beach. The bridge was completed in 1917 and the road in 1923. By 1920 Cocoa had the fifth largest number of packing houses in the state, and was the headquarters of the Florida Citrus Exchange.

From the 1860s African Americans were attracted to Cocoa by the prospect of work and home ownership. They settled in what is now known as the Heart of Cocoa. When rail came to Cocoa in 1892, it reinforced lines of racial division. As the train increased the value of adjacent land, many African American residents chose to profit and relocate to the west of present-day Cocoa Village. The Diamond Square District neighborhood remains intact and has seen times of economic dynamism, especially along Stone/Magnolia Street.

Extraordinary and Inspiring African American Histories in Cocoa

Because the African American histories are not as well known in the cannon of Cocoa lore, highlighting a few stories is useful in illustrating how diversity, activism, courage, industriousness, and invention are likely to be sources of strength in pursuing sustainability in Cocoa's future. Resilience is Cocoa's secret superpower.



- Harry Moore moved to teach fourth grade in Cocoa Jr. High starting in September 1925; he taught in Cocoa for two years. He married Harriette Vyda Simms in the Cocoa home of Dr. Scurry on Christmas Day 1926. He became principal of the Titusville Colored School, thereafter, supervising 6 teachers and teaching 9th grade.
- In 1934 Harry Moore founded the Brevard County NAACP. Through this organization he promoted dramatic increases in voter registration which were effective in Florida's closed "lily white" primary system because he encouraged African Americans to register as southern Democrats. Through the NAACP and later the Progressive Voters League, and even alone, Harry Moore also pursed issues including: unequal salaries, segregated schools, lynchings, and police brutality.
- Harry Moore's work for equality raised ire; his home was bombed on Christmas Day 1951. He and his wife Harriett died from injuries, making them the first Civil Rights martyrs. Their efforts in Brevard County were a model and pre-cursor for the Civil Rights Movement. Their story was downplayed in the press; it is an injustice that history has forgotten them, and marked the beginning of the Civil Rights movement as 1954. The story of the Moores is a source of courage, hope and equality that Brevard and Cocoa still have to offer the world.
- "In 1937, in conjunction with the all-black Florida State Teacher's Association, and backed by the NAACP attorney Thurgood Marshall in New York, Moore filed the first lawsuit in the Deep South to equalize black and white teacher salaries. His good friend, John Gilbert, principal of the Cocoa Junior High School, courageously volunteered as the plaintiff. Although the Gilbert case was eventually lost in state court, it spawned a

dozen other federal lawsuits in Florida that eventually led to equalized salaries."[11] John Gilbert was severely punished in Brevard and was never able to teach again in Florida. He had to start a new life. He moved to Tampa and became an insurance salesman. His story too is one of hope and courage that Brevard and Cocoa can offer the world.

- On April 2, 1946 Charles Sweet Smith, a resident of N. Indian River Drive, Cocoa FL, a wealthy car dealer, and a Brevard County Commissioner, wrote to Florida Governor Caldwell and his executive secretary Ed Staughn, in response to their inquiries about Moore. When asked "What is the dope on him?" by Staughn, Sweet wrote back, "He (Harry Moore) is a Negro schoolteacher at present time, and (I) am informed that he will not be employed after this school term ends. He is a troublemaker and negro organizer." The Moore's official personal records in Brevard County indicate that he "resigned" 6/7/46.[12]



- In July 1946 Harry Moore, Rosa Jones and others in Cocoa and Brevard collaborated to found and publish "The Script," a newspaper to serve the African American community in Cocoa and Brevard County. Its advertisers, articles, and subscribers are a testament to the organization and economic vitality of the African American community in 1946.
- **Rosa Jones** was born in 1907 and lived 101 years. As a pioneer of the NAACP in Brevard Country she worked alongside Harry Moore, and served as a contributing editor of Cocoa's black newspapers The Brevard, and The Script. She was a radio personality of WKKO's Open House Program, was the first black Girl Scout leader in Cocoa, and served in numerous civic organizations. But the accomplishment that thrilled her heart was forming the Rosebud Kindergarten and Child Care Center. She took courses in the psychology of the pre-school child and Brevard Community College to support her certification. Many children in Cocoa were raised in part by her gracious strength. Rosa Jones was one of several "mother gingers" in Cocoa who positively shaped many young lives. Naiomi Ford, Mrs. Jesse Monroe, Esther Hawk, are others among these women.
- **Going Up for the Season.** [13] In the 1940s, 50s, and 60s, a number of Cocoa families traveled north to Wolcott, New York to pick apples, cherries, and beans for the summer. Fred Bailey and LeRoy Johnson were the straw boss organizers, but did not take their families. Mr. Fred Bailey drove a bus taking people there, as many did not have cars. Whole families went together. So many Wynn family members went that they had their own bus. The Blackman family, Cisrow family, Williams's families all went. They stayed in housing that was available for them during the summer. If they had babies, or small children, they came along too; babies could sleep in an orange crate. Once kids could walk, they could help. Pearl Thomas met J.B. Thomas and started courting in Wolcott;

[11] 3.5.20 https://www.naacp.org/naacp-history-harry-t-and-harriette-moore/
[12] Green, Ben, Before His Time, The Free Press division of Simon and Schuster, 2005, p 61.
[13] Oral Interview with Bernice Cox, January 2020. Pearl Thomas is the contact for additional information; her husband is Bernice's first cousin.

they married 'on the season' and later had their first baby 'on the season.' It was hard work, but these families made money, stayed cooler for July, and August, and got to see a new part of the world before they came back for school. And they often brought back apples. Many of these families' fathers worked in groves on Merritt Island during the winter months.

- **The Seven Seas Restaurant.**[14] Between 1957 and 1969 some of the best soul food cooking happened at 919 King Street, in the Seven Seas Restaurant. From scratch rolls, sweet potato pie, and a showcase of desserts, to green beans, collard greens, shrimp, lobsters, steaks, T-bone, and a freezer full of ice cream, it was always available. They served soul food with and extensive selection and extra soul. Vessie and Leroy Hawk, Clarence and Mattie Cisrow, and Lasarus and Hattie Blackman owned and operated this restaurant with their families. Barbara Collins was the first waitress. Kids of the family helped out on weekends. Women cooked, Hattie Blackman and Clyde Thomas kept the kitchen tidy. Some visitors would come in, see that this was a colored restaurant and leave. But others would ask if they could stay, and they were welcome. Musicians performing at "The Patio Club" (aka The Pool) would come to Seven Seas after performances, squeaking in just before closing, or leaving. These included James Brown and the Flames, B.B. King. Evidently, James Brown liked fried fish and orange soda.
- **Magic Golf Clubs.** PJ Wilson "could take a golf club and turn it into a magic weapon. . . By age 14 he was scoring in the low 80s. By age 16, he was shooting between par and 75. When he reached young manhood, few could touch him. His scores routinely dipped into the 60s."15 PJ Wilson is a golf legend in Cocoa and Brevard County. Not only a player, he was known as one of the best pro-teachers in the area. He shared his greatness by founding a golf training camp for local kids in 1992 (the Minority Youth Golf Camp). Turns out, he also seems to have been an excellent husband and father. PJ's wife was Etta Ruth. Together, they were very strict, caring, and concerned parents; their children were Phillip, Robert, Sandra, Charles, Paul, Debra, and Karen. Charles became a local hero of successful integration.
- **Charles Wilson and the Story of "The Great 8 Desegregate" Combine** attentive parenting, academic excellence and athletic talent in track, basketball, and as a starting defensive end since 7th grade . . . you get Charles Wilson. In 1964, as a 10th grader, Charlie Wilson and 7 other promising students from all black Monroe High School were sent to all white Cocoa High; this was the first act of school integration in Brevard County. Everyone wondered: would they fit in and would they thrive and succeed? By his senior year, Charlie was captain of the football team, a first in Florida. Charlie was recruited heavily by schools including the U.S. Naval Academy, Baylor, Kansas, Michigan State, Citadel, and UCLA. But Charlie had decided to also be the first African American football player from Brevard County to attend a major Division 1 university. Dick Blake, Isaiah Russell and LeRoy Smith helped him get there, making sure Penn State knew about Charlie Wilson and saw his film. So, Wilson matriculated at Penn State, played football for 4 years, on full scholarship. He went onto a successful career

[14] Oral interview with Bernice Cox, January 2020.
[15] Florida Today, Sept 30, 2000, Peter Kerasotis.

in business and retired in 2014 as Senior VP of Human Resources having worked for major health care companies in Pennsylvania. Wilson identified mentors from the African-American community as critical to his success; he also noted that the white community pulled for him too. Wilson lived out American values, regardless of color: "never giving up, always giving your best, being relentless, persistent, striving to be better than the last time, and teamwork."[16]

- **Barbara Jenkins Advocated for Equality in Healthcare.** Barbara "loved the delivery of babies. That was her life." After four years working at Wuesthoff, she single-handedly ended open discrimination in the hospital by calling Washington with the facts: Wuesthoff was receiving federal funding but practicing open discrimination and segregation. A federal investigation followed. Jenkins left the hospital, anticipating being fired. She got a job doing private duty nursing, making more money. Then she served the Cocoa Housing Authority for 33 years,[17] a powerhouse for creating civil society. Throughout her life, strict, highly attentive parenting was an underlying theme for Barbara.



- **The Consent Decree.** From 1993 to 1996 the City of Cocoa was embroiled in litigation regarding whether at-large voting districts diluted minority voting strength; the plaintiffs sought to replace at large voting districts with a system of single-member voting districts for four council seats, and one at-large seat for mayor. According to historic and current residency patterns, this preserved African American voting strength in District One. This case was decided by the United States Court of Appeals, Eleventh Circuit.
- **Richard Stone Invented the Turn Signal.** "Richard Stone, born in 1902, was talkative, an exact person who didn't like foolishness, was always reading, put together a professional black baseball team that played in Provost Park, and was a great supporter of the dump. The dump is where he found most of the things he worked with, whether it was lumber, metal whatever. . . Today we call that recycling. He studied in Detroit to be an auto mechanic, but whites would not permit him to work on their automobiles. Only three black people in the Cocoa area had cars at that time. So, he studied embalming, thinking that he would at least be allowed to bury black people in Cocoa. One day (he) laid down to take a nap and dreamed the automobile turn signal. He (said that he) just got up and went to the dump, where he found an old coffee percolator. He took a pair of tin snips, cut it up, and fashioned from it the first turn-signal device for an automobile. My dad got a patent for his device. Then he went all over America attempting to find someone who would manufacture it for him on a royalty basis. He couldn't find anyone who would manufacture anything for a black man."18
- **Leroy Hawk, Fisherman of Lake Poinsett.[19]** In addition to owning the Seven Seas restaurant from 1957 to 1969, Mr. Leroy Hawk was an avid fisherman and a teacher of fishing. He favored the shores of the St. John's and Lake Poinsett. Families with homes

[16] Excerpted from http://www.psuflc.com/45-newsletters/396-space-coast-sports-hall-of-fame-inductee-charles-wilson-shattered-colorline-in-brevard-county), 3.1.20.
[17] 3.1.20 Ebony News Today, March 2019, vol 17, issue 244, pg 2a.
[18] Paraphrased from: Drake, James and Joseph Moss, Cocoa a Living History, Rudy Stone Interview, 1997, Published with Special Funding from the City of Cocoa, and support from the Florida Historical Society.
[19] Interview with Bernice Cox, January 2020. And birthday research materials.

on Lake Poinsett Road and Mullet Lane knew him well, offering him free range on their shores. Unless he was taking a guest or going out in a boat, LeRoy fished all day and came home by dark. Odell Randolph and Edward Smith were his fishing buddies and joined him often. When emergencies came up in town, LeRoy's daughters or other family members knew where to find him. He preferred catching perch and brims with minnows. Catfish were something he avoided. When he brought fish home, his wife Vessie cleaned, filleted and froze them. They sold for $10 a bag and were sought after as a local delicacy. When LeRoy Hawk was born in 1909, the President of the United States was William Taft. There were only 46 states. Admiral Peary discovered the North Pole. These were prices: gasoline $.06/gal, postage stamp $.02, loaf of bread $.05, quart of milk $.08. The electric toaster was invented, but zippers had not been, nor band aids, nor traffic lights.

- **Dr. Joe Lee Smith.**[20] [21] As a boy growing up in Cocoa, Dr. Smith never imagined what a distinguished career he would lead. His game was baseball, but his stock in trade became education. And leadership. He graduated from Monroe High School in Cocoa, then earned a Bachelor's and Master's degrees from Florida A&M University, and then a PhD in education from the University of Florida. He worked as an educator in Brevard, Broward, and Dade counties. Smith served as director, dean, and provost of Brevard Community College (BCC) Eastern Florida State College's (EFSC) Titusville, Cocoa, Palm Bay and Melbourne campuses, and as executive director of the Moore Multicultural Center. He has also been a classroom teacher, coach, director of athletics, and high school principal. He was elected to the Rockledge City Council in 1982 and served until 2000. He was re-elected in 2001 and still served until he retired in November 2019; this totals to thirty years of service. He retired from BCC/EFSC in 2000, but later was recruited back to serve as a school ambassador until 2017. Likewise, his Sunday School classes called him back after retirement. All in all he has been called back to emeritus service in four of his organizations. Dr. Smith attributes these call backs to the formative exposure and training by his baseball coach at Florida A&M. "Coach was a true gentleman, and treated everyone with quiet respect. He made a lasting impression on me."[22] Coach's lessons hit home, as measured by sentiments of Dr. Smith's colleagues and mentees: "He knows when to talk, and he knows when to vote. He is always gracious."[23] In early 2012, the Dr. Joe Lee Smith Teaching Center was launched on the Melbourne campus of then-BCC and, in 2015, the City of Rockledge dedicated a portion of Edwards Drive as Dr. Joe Lee Smith Drive in recognition of his leadership in the community. Additionally, the Joe Lee Smith Recreation Center, formerly known as the Magnolia Street Park in Cocoa, has been relocated and re-named in his honor; it opens in the summer of 2020.

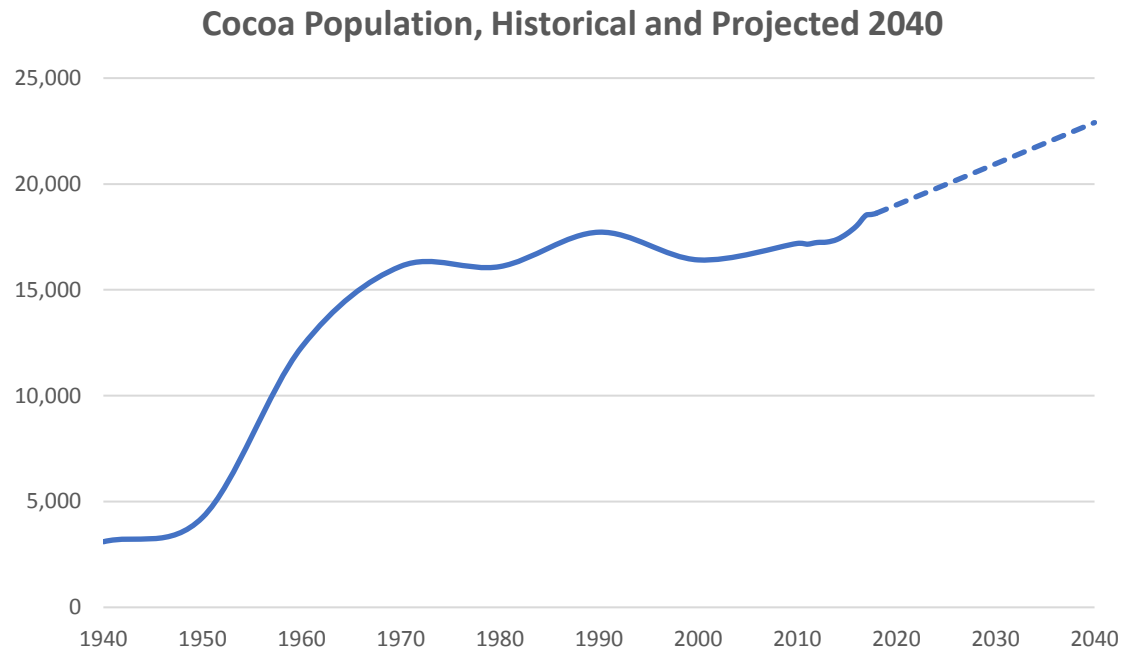


[20] "Rockledge Street Named for Longtime Educator", Ebony News Today, September 2015, p1.
[21] 4.10.20 https://spacecoastdaily.com/2019/07/longtime-rockledge-city-council-member-joe-lee-smith-set-to-retire-after-36-years-of-service/
[22] Riggs interview with Dr. Smith, 2020.
[23] Riggs interview with Cocoa leaders, 2020.

Appendix C: Demographics and Key Statistics about Cocoa[24]

This next section lays out demographic and other information about Cocoa. Cocoa has ample room to meet its potential and good reason to reach. The municipal functions of the city can support this effort directly by adopting best practices, seeking to secure more grant funding, and fostering collaboration and invention with other organizations; the City of Cocoa can be a force multiplier in partnership and stewardship as well as a direct contributor.

Population

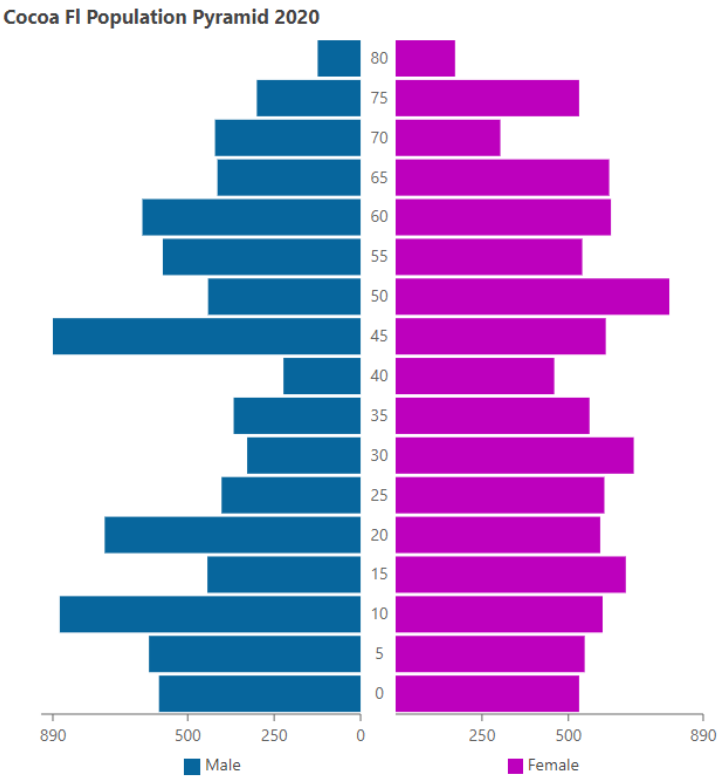


As of 2016, Cocoa's population was ~18,000; by 2040 the population is projected to be 22,900.

[24] For this section, unless otherwise noted, source is Cocoa Fl Population (2020-02-17), retrieved 2020-04-23, from http://worldpopulationreview.com/us-cities/cocoa-fl/. This is based on U.S. Census Data.

Age Distribution, 2016

Cocoa Fl Population by Age — Source: US Census 2018 ACS 5-Year Survey (Table S0101)



Cocoa Fl Median Age

Total	Male	Female
39.3	37.9	40.2

Cocoa Fl Adults

There are 13,590 adults, (3,140 of whom are seniors) in Cocoa Fl.

Cocoa Fl Age Dependency

72.8 Age Dependency Ratio

30 Old Age Dependency Ratio

42.7 Child Dependency Ratio

Cocoa Fl Sex Ratio

Female	9,635	53.37%
Male	8,418	46.63%

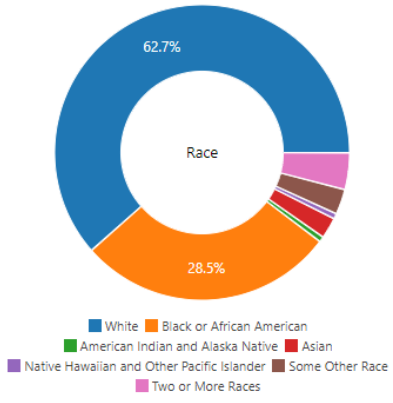
Race, 2018

Cocoa Fl Population by Race — Source: US Census 2018 ACS 5-Year Survey (Table B03002)

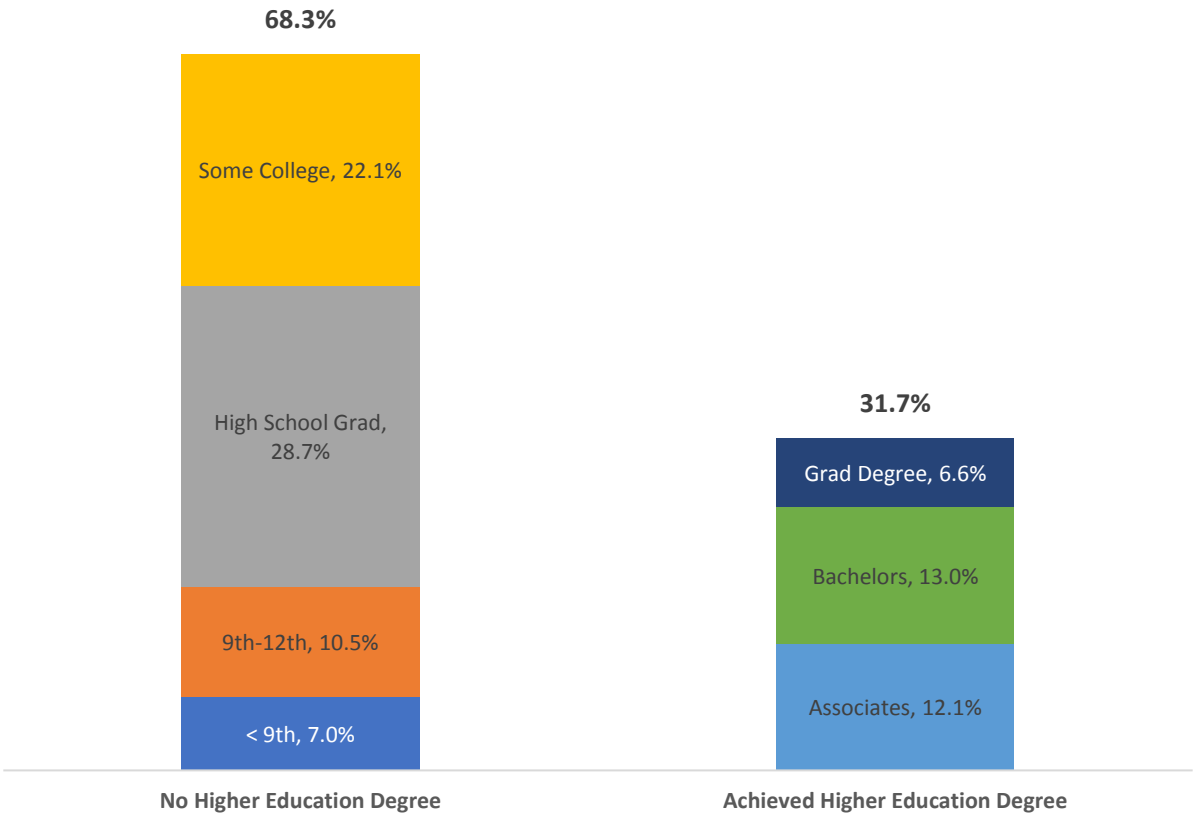
Population by Race

Total | Hispanic | Non-Hispanic

Race	Population	Percentage
White	11,325	62.73%
Black or African American	5,153	28.54%
Two or More Races	678	3.76%
Some Other Race	446	2.47%
Asian	363	2.01%
Native Hawaiian and Other Pacific Islander	44	0.24%
American Indian and Alaska Native	44	0.24%



Educational Attainment, 2016



Labor Force Participation, 2016[25]

Over 16

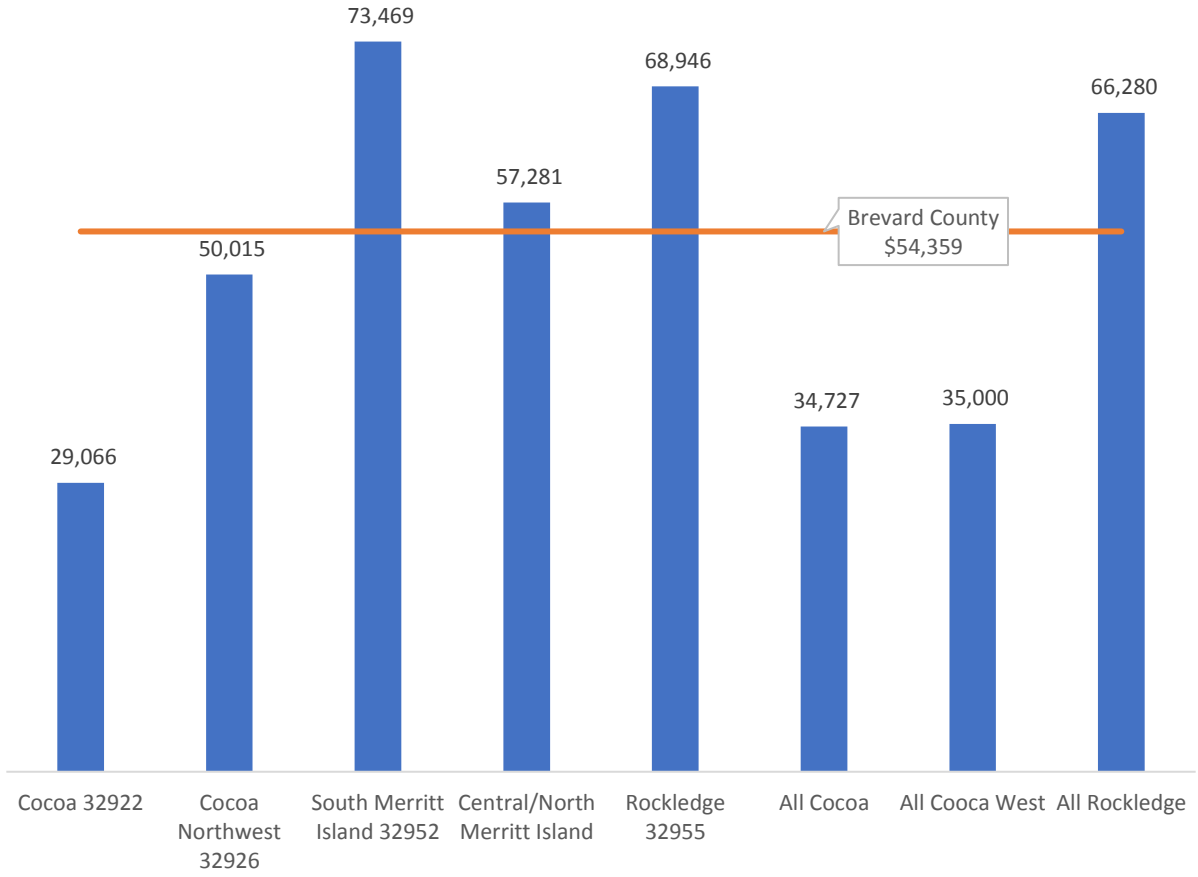
- 59.5% participation in labor force
- 14.4% unemployed
- 26.1% other or retired

Below Poverty Level in the past 12 months

- 59% Employed
- 31.9% Unemployed

[25] Source: Research by City Planner Trina Gilliam, 2017. Based on 2010 Census and the American Community Survey.

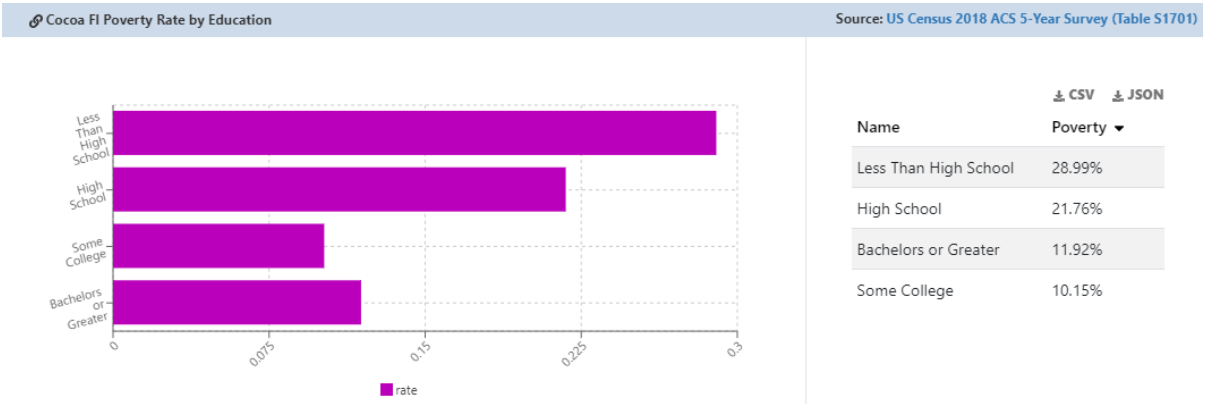
Median Household Income, 2016



Income Distribution, 2016[26]

In 2016, income inequality (Gini Index) peaked at .5173, the highest level within the 7-year period of 2010 to 2016. "The Gini Index measures income inequality within a community and can range from 0 to 1. Wealth is perfectly distributed among the community if the coefficient is 0. A measure of 1 indicates perfect inequality and a wide gap between the wealthiest and the poorest families. The City of Cocoa has higher levels of income inequality when compared to the Brevard County, State of Florida and the United States."

Poverty, 2016[27]



Thirty-seven percent of all families with related children under 18 live in poverty, as reported by the U.S. Census Bureau. Overall, the family poverty rate in Cocoa has remained between 23-25% since 2010. Consider the known effects of poverty:

Low Educational Attainment
Malnutrition
Inadequate Housing
Health Problems
Social Exclusion
Unhealthy Behaviors
Employment Insecurity
Family Problems
Impaired Sense of Parental Well-Being

Median Home Price and Debt-to-Income Ratio, 2020

In early 2020, the median home value in Zip Code 32922 is $114,976. Zip Code 32922 home values have gone up 3.6% over the past year and Zillow predicts they will rise 3.6% within the next year. The median list price per square foot in 32922 is $86, which is lower than the Cocoa average of $107. The median price of homes currently listed in zip code 32922 is $132,900 while the median price of homes that sold is $117,600.[28]

Median Income vs. median home prices indicates housing affordability is still out of reach in Cocoa. In 2016, the median income was $32,067. The debt-to-income ratio that is recommended for purchasing a home is a maximum of 43%. That means for a home $93,200 the buyer needs an income of at least $40,076. For a $114,000 home the required income would be $49,020.

Renting Cost Burden, 2016

New multi-family developments being proposed are at market rate rents set at $1200 and up. This is an annual cost of $14,400 where the median income is $29,066. This is a 49% rent/housing cost burden.

> *The US Department of Housing and Urban Development (HUD) defines cost-burdened families as those "who pay more than **30 percent** of their income for housing" and "may have difficulty affording necessities such as food, clothing, transportation, and medical care." Severe rent burden is defined as paying more than **50 percent** of one's income on rent.*[29]

An individual earning $10 an hour, working 40 hours a week, earns net pay of $360 a week or $1,440 take home for the month. They can only afford housing at $480 a month, keeping to a 30% rent burden. A one bedroom for $1200 month does not work.

[28] 4.5.20 https://www.zillow.com/cocoa-fl-32922/home-values/

[29] 4.10.20 https://www.huduser.gov/portal/pdredge/pdr_edge_featd_article_092214.html

Transportation Access, 2020

Space Coast Area Transport is Brevard County's public transportation system, and has extensive coverage in Cocoa. For those with internet access, there are excellent route planners and monthly passes can be purchased at the Cocoa Library. The system is well thought out.

Cocoa has a relatively ample supply of lower cost housing, but Cocoa is not near the economic hotspots or better paying jobs in the county. Public transport connecting Cocoa to higher-paying regions is weak; so riding the bus is a significant investment in time. For example, to go from Cocoa to Harris' Headquarters, it takes approximately 36 minutes driving by car vs. two hours by bus. It is useful to further develop this test case. If one were to take a bus from Cocoa to Harris HQ, it is impossible to arrive reliably by 8:00 am on a weekday morning; one would likely arrive by 8:30 or 9:00. The good news is cost: $1.50. The return trip, taking the 5:50 bus, which is the latest bus possible, would get the imaginary rider back to Cocoa at approximately 7:50 pm. So, for this imaginary rider, 9 hours of work requires 4 hours of transport each day. The total cost of transport for 20 working days (4 weeks): $120, and 80 hours.

Homelessness[30]

The SAC is not addressing homelessness in this first SAP. That said, it is well understood that there are at least three homeless camps in Cocoa. Every January volunteers coordinate to conduct the "Point in Time" census of homeless in Brevard County. In 2019 there were 815 homeless people in Brevard County. In 2020 the numbers increased approximately 15% to 940; 574 of these people were unsheltered. Cocoa and Melbourne have the highest number of homeless in the county. These numbers reflect a significant population of veterans, female veterans, people with chronic mental illnesses, families, and especially casualties of domestic violence and divorce. Domestic violence and divorce surpass substance abuse as a cause of homelessness in Brevard for the past four years. The SAC hopes this is a topic Cocoa intends to address in the future.

Municipal Services

Florida Power and Light provides Cocoa's electricity. The City of Cocoa is a regional supplier of potable water. The City of Cocoa also provides wastewater and reclaimed water services. Waste Management provides twice weekly trash pickup, and single stream recycling pick up once weekly; this contract is planned to be renegotiated in 2021.

Health Care in Cocoa

There are no walk-in clinics or hospitals in Cocoa. Nine-one-one calls related to chronic conditions comprise a significant component of the Fire Department's calls, and hence a significant component of its annual $6 million budget.[31] The Space Coast Health Foundation (SCHF) is located in Rockledge, just south of Cocoa. It was "established on October 1, 2010 using the proceeds from the sale of Wuesthoff Health System, a public hospital. The foundation intends to expand upon its roots and enhance the health and wellness of individuals and

[30] Riggs interview with Dr. Miriam Moore, Executive Director, Brevard Homeless Coalition, spring 2020.
[31] Koss interview with Chief Prince, spring 2018.

communities. The foundation is a public charity working on collaborative projects that will meet the healthcare needs of our community."[32] In 2019 it published the Community Health Needs Assessment.[33]

Other Resources in Cocoa

Cocoa hosts the Florida Solar Energy Center, Eastern Florida State College, and an Adult Education Center. We are also home to the Florida Historical Society, the Brevard County Museum of Natural History, and the remains of a planetarium. The Cocoa YMCA has an Olympic-sized pool, and the Coastal Florida Sports Park has fields for baseball, soccer, football, lacrosse. Our Cocoa Conservation Area shows several habitats along its trails. The Brevard Humane Society is a hive of volunteers and community-oriented energy. Two Community Redevelopment Agencies (CRA), and the Historic Cocoa Village Main Street Association, the Historic Cocoa Village Playhouse, the new Dr. Joe Lee Smith Center, and the historic Harry T. Moore Center, all focus resources and activity into two key districts. Our Waterfront Park is an exemplary use of public space to promote recreation, community, economy, family, stormwater protection, and IRL protection all at the same time. Other parks and greenspaces are enjoyed by our citizens and help establish a sense of community. Cocoa is home to 60 churches. It has also been the home of an active NAACP Chapter since 1934. The Rotary Club and The Boys and Girls Club are active, effective organizations in Cocoa. The Mosquito Beaters is a Cocoa-based organization that has captured some of Cocoa's early history and stories.

Recap of Demographics and Key Facts Points to Collaboration

A quick study of demographics and key facts points clearly to opportunities to increase Cocoa's educational attainment and power for creating value in the workforce. Adult education, vocational training in high school, and workforce training programs are all topics for Cocoa to consider in the near future. Affordable housing, family poverty, transportation, and the working poor are all likewise topics that Cocoa should address. These efforts have a long investment period before they show returns. While they are beyond the capacity of Cocoa to pursue as an individual municipality, they are prime opportunities for collaborative efforts which Cocoa can lead with organizations such as the Brevard County School Board, and Space Coast Area Transit.

[32] https://schfbrevard.org/about-us/our-history
[33] https://schfbrevard.org/health-and-wellness/major-health-and-wellness-data-for-brevard-county-released

Final (10-22-2020)							
Built Environment - Achieve Livability, Choice, and Access for All Where People Live, Work, and Play.							
STAR Objective	**Initiative**	**Local Action/Investment**	**Condition Level Outcome**	**Time Period**	**Ease/Cost**	**Priority**	**City Champion/Point of Contact**
BE-1: Ambient Noise & Light: Minimize and manage ambient noise and light levels to protect public health and the integrity of ecological systems.	1. Reduce excessive noise and light trespass that adversely impact residents and local wildlife.	A) Minimize noise (noise level monitoring) and light trespass of new development/improvements in Cocoa Waterfront Master Plan for Riverfront Park, Lee Wenner Park, Taylor Park, and adjacent lands.	Ensure, or update code so that new development/improvements have minimal noise and light pollution.	12/31/2020	TDB	Low	***Planning & Zoning and Public Works***
	2. Protect views of the night sky without compromising pedestrian safety.	A) Reduce misdirected (upward, outward) light emissions caused by street lighting.	Update municipal street lighting to fully shielded and downward facing to reduce sky glow along bridges and roadways; install motion sensitive lighting; use warm-white lighting rather than LED bluish-white and yellow (Update requirements and code).	12/31/2020	TDB	Low	***Public Works Department***
BE-2: Community Water Systems: Provide a clean and secure water supply for all local users through the management of potable water, wastewater, stormwater, and other piped infrastructure.	1. Improve resilience of City of Cocoa Utilities water supply and water collection services.	B) Perform routine scheduled maintenance on water supply infrastructure; take inventory of status of entire system infrastructure/identify aging infrastructure; perform repair/replacement of aging infrastructure; establish public reporting policy requirements.	***Continue to*** monitor and upgrade infrastructure to prevent leaks, breaks in the system to ensure clean and secure water supply for all customers. Report and communicate this information.	12/31/2021	***Use Water Enterprise Funds annually.***		***Utilities Department***
		C) Upgrade and improve stormwater, wastewater, and reclaimed water treatment facilities, Assess current status of all existing facilities.	***Deploy an Asset Management Plan for Stormwater.***	12/31/2021	State and local funds, grants, revenue from customer base		***Utilities Department and Public Works Department***
		A) Supplement the rate payers fees using grants to improve infrastructure.	***Dedicate a City Employee to review the CIP and modify the current CIP ranking to meet eligible grant criteria.***	12/31/2021	***Utilize Utilities and Stormwater Capital Improvement Plans for replacement***		***Utilities Department and Public Works Department***

STAR Objective	Initiative	Local Action/Investment	Condition Level Outcome	Time Period	Ease/Cost	Priority	City Champion/Point of Contact
		B) Secure our water use and rights by following the 2018 Perpetual Use Agreement (PUA) and ensure established Private Partnerships, and Cocoa will meet current and projected needs.	***Maintain PUA and assess strategic changes in legal and political environment.***	12/30/2021 ***On-going***	TBD		***Utilities Department***
BE-2: Community Water Systems: Provide a clean and secure water supply for all local users through the management of potable water, wastewater, stormwater, and other piped infrastructure.	2. Demonstrate commitment to local government transparency and public access to water monitoring data.	***A) Increase frequency and accessibility of water quality reporting for community water supply system.***	Publish user-friendly water quality reports quarterly; provide hardcopies in City Hall and at library, etc., post online, social media push. Develop online library of topic-driven Q&A about the water system and water quality. Survey residences on satisfaction and perception of water quality.	1/31/2021-3/31/2021	TBD	High	***Utilities Department***
	3. Develop and communicate Emergency Water Plan.	A) ***Continue to*** Improve the city's capacity to respond to crisis by ensuring access to an alternative drinking water supply to residents, especially low-income and vulnerable residents.	Implementation by vendor contract - other recommendations included in EPA's June 2011 publication on Planning for an Emergency Drinking Water Supply. ***Publish simple version of the COOP Plan related to alternative water supply and publish on the City's website.***	12/31/2021	TBD		***Utilities Department***
		B) Design and implement a strong emergency preparedness campaign for residences.	Survey residences; multiple or one-time mailing (one-pager or pamphlet) to Cocoa water customers along with their monthly bill, or all residences; make hardcopy checklists available for customers at Customer Service; post campaign on city website and 1x week on city social and traditional media outlets. ***Publish on the City's website.***	12/31/2021	Design, printing and mailing costs	1	***Utilities Department and Public Information Specialist***
	4. Promote and educate	***A) Increase customers' insight into the impact of their consumption behaviors and choices. Encourage conservation.***	Launch Automated Meter Infrastructure System with attending hardware and software updates to the ERP. Increase the visibility and accessibility of conservation campaigns; create a water conservation campaign web page. Continue to support national drinking water week with educational PR/outreach. Provide water education 'welcome packet/kit' for all new water customers. Update service offering poster in water bill pay area. Maintain EPA Water sense partnership. Continue campaigns such a "fix a leak" week; design water conservation education season (like Fires Safety September). ***Continue to encourage***	12/31/2021	Design, printing and mailing costs	High	***Utilities Department, Public Relations***

STAR Objective	Initiative	Local Action/Investment	Condition Level Outcome	Time Period	Ease/Cost	Priority	City Champion/Point of Contact
	residences on water conservation methods.		~~September)~~ ***Continue to encourage conservation practices, announcements, brochures and messages from low flow toilets, shower heads and rain barrel rebates.***				
		B) Incentivize residences for practicing water conservation.	***Increase visibility relating to*** water customers rebates for purchases of Water Sense products-such as water-efficient toilets, showerheads, and faucets-as well as water conservation services; rate-payer funded rebate programs that reimburse residents and businesses for purchasing more water-conserving appliances and systems; strong campaign to promote city programs already in existence.	12/21/2021	TBD	High	***Utilities Department, Public Relations***
BE-3: Compact & Complete Communities: Concentrate development in compact, human-scaled, walkable centers and neighborhoods that connect to public transit, offer diverse uses and services, and provide housing options for	1. Update code to ensure sustainable design and development.	A) Design and implement a pilot Sustainable Design Scorecard for residential and non-residential at the planning and permitting stage, a sustainable design assessment tool used to evaluate new buildings or alterations against set sustainable design benchmarks: Energy/Water Efficiency; Thermal Comfort; Overall Environmental Sustainability Performance, to create a more sustainable city.	***Encourage*** sustainability of single residence homes, townhouse developments, apartment buildings, and large, non-residential mixed-use developments. Update code and publish scorecards.	12/31/2021	TBD		***Community Services/Planning and Zoning Division***
	2. Assess future public transportation accessibility and safety needs.	B) Inventory of all modes of public transportation within city; request design plans for future transportation modes (i.e., Brightline and FDOT D5 specific to development in City of Cocoa). Assess potential public safety issues with public input. Take measures at city-level to address issues/concerns. ***Continue working with Space Coast TPO on large/high profile projects to ensure public meetings are held for citizen input.***	***Publish inventory, design plan, safety issues. Measures and plan schedule to work with Space Coast TPO to implement.***	12/31/2021	N/A		***Public Works Department, City Manager's Office***
		A) Improve safety and connectivity for pedestrians on and along S.R. 520, Cocoa Village.	Work together with ***Space Coast TPO to evaluate pedestrian and cycling safety hotspots. Prioritize and _____TPO, especially in support of essential life functions. Create an educational component to educate residents on how to report unsafe pedestrian areas.***	12/31/2024	TBD		***Public Works Department, City Manager's Office***

STAR Objective	Initiative	Local Action/Investment	Condition Level Outcome	Time Period	Ease/Cost	Priority	City Champion/Point of Contact
families of all income levels.	3. Promote pedestrian-scaled, mixed-use development in high-density areas that support public transit.	B) Enhance wayfinding signage for Cocoa Village on S.R. 520 & Brevard Avenue.	***Update the 2015 Wayfinding Study to include "smart park".***	12/31/2025	FDOT covers wayfinding signage expenses along SR 520 in compliance with FAC 14-51. Cocoa CRA covers the costs of signage throughout Cocoa Village.		***Public Works Department and Cocoa CRA***
		C) Revitalize older districts and historic areas and encourage economic development.	***Identify special development zones for catalytic projects to stimulate revitalization and enhance neighborhood identity.***	12/31/2025	State and local funds, other grants		***Community Services/Economic Development, Public Works Department***
		D) Promote pedestrian safety in Historic Cocoa Village.	***Enhance existing crosswalks to promote safety and encourage use by citizens.***	12/31/2021	State and local funds, other grants		**Public Works Department**
		E) Promote pedestrian safety at corner radiuses throughout the city.	***Utilize the American For Disabilities Act (ADA) Transition Plan to construct corner radiuses and crosswalks per the MUTCD Standards.***	12/31/2021	State and local funds, other		***Public Works Department***
BE-3: Compact & Complete Communities: Concentrate development in compact, human-scaled, walkable	4. Promote pedestrian-scaled, mixed-use development in high-density areas that support public transit.	A) Study and identify any areas where bus stop locations cause dangerous conditions due to disruption in traffic flow, and could be relocated.	- ***Provide input on traffic conditions and bus service to the Space Coast TPO.***	12/31/2021	TBD		***Public Works Department***
		B) Enhance the experience of bus passengers and passers-by at citywide bus stops.	***Address the major requirements first (ADA) and then address additive features in the future for bus stops, including solar lighted shelters, benches, area maps, native plantings and/or artwork.***	12/31/2021	State and local funds, grants		***Public Works Department***

STAR Objective	Initiative	Local Action/Investment	Condition Level Outcome	Time Period	Ease/Cost	Priority	City Champion/Point of Contact
centers and neighborhoods that connect to public transit, offer diverse uses and services, and provide housing options for families of all income levels.	5. ***Review to ensure*** code for new pedestrian-friendly development. Update as necessary.	A) ***Review code annually to ensure*** setbacks, shade features, and walkways in residential and commercial areas that support comfortable walking. B) ***Review Code annually to ensure*** planning and maintenance of green infrastructure in new developments, residential or commercial. C) R***esearch existing state and national energy efficiency norms, industry norms and tailor them to meet the needs of Cocoa.*** ***D) Publish updates to communicate Cocoa's pedestrian-friendly code.***	***Continue ensuring new developments are pedestrian friendly by placing requirements in Development Agreements***	***12/31/2021***	***TBD***		***Community Services/Planning and Zoning***
BE-4: Housing Affordability: Encourage affordable housing in areas where transportation costs are already low due to public transit accessibility.	1. Encourage affordable housing through fin***ancial incentives/creative programs.***	A) Adopt an inclusionary zoning ordinance for income-eligible households to access affordable housing, support mixed-income housing development.	Create a city Inclusionary Housing Program; Consider inclusionary zoning provisions to ***encourage*** developments to allocate ***a percentage*** of residential floor area for low-and moderate-income tenants or moderate- and middle-income homebuyers.	12/31/2022			***Community Services/Planning and Zoning***
		B) Offer fee waivers or tax abatements to builders who voluntarily agree to include affordable housing units in their projects.	Create as standalone program independent of local inclusionary housing program to incentivize developers for voluntary provision of affordable units or to reduce the burden on otherwise subsidized affordable housing developments.	12/31/2022	TBD		***Community Services/Planning and Zoning***
		C) Reduce regulatory burdens of development to reduce the cost to developers.	Review all specific zoning rules and regulations applicable to development in the City of Cocoa to make it easier to navigate the city's building processes.	12/31/2022	No fiscal impact		***Community Services/Planning and Zoning***
		D) Expedite processing of projects with an affordable and workforce housing component in zoning, planning, and building permit processing.	***Continue to efficiently process permits to reduce the risk*** and financing costs and allows developers to bring projects to the market faster. Publish total number of processed permits annually.	12/31/2022	No fiscal impact		***Community Services/Planning and Zoning***
	2. Encourage affordable housing through ***financial***	A) ***Continue to offer*** density bonuses to incentivize the production of affordable and workforce housing near transit stations in exchange for increases in allowable dwelling units per acre (DU/A), Floor Area Ratio (FAR) or height.	***Encourage affordable housing in transit-served areas. Publish affordable housing construction list annually.***	12/31/2022	No fiscal impact		***Community Services/Planning and Zoning***

STAR Objective	Initiative	Local Action/Investment	Condition Level Outcome	Time Period	Ease/Cost	Priority	City Champion/Point of Contact
	incentives/creative programs.	*B) Participate in the affordable housing consortium with Brevard County and select Cities to expand and protect affordable housing opportunities.*	*Affordable housing funds in the City include CDBG/SHIP/HOME grants. The grants are used to preserve and protect affordable housing through the acquisition, construction, rehabilitation of housing in Cocoa.*	12/31/2022	Federal, state and local funds, grants, other		***Community Services/Housing Division***
BE-4: Housing Affordability: Measures location efficiency through the combined costs of housing and transportation and encourages affordable housing in areas where transportation costs are already low due to public transit accessibility.	1. Collaborate to identify city-level solutions to the affordable housing crisis.	A) Partner with local nonprofits with mission of housing affordability.	***Continue the efforts working with the HOME Consortium to attract*** and use diversified funding sources to sustain an economically diverse housing stock. Successfully utilize CDBG, HOME and SHIP grant funds received and provide annual report.	12/31/2022	Federal, state and local funds, private funds, grants	High	***Community Services/Housing Division***
		B) Collaborate with other jurisdictions to address affordable housing and location efficiency needs in the region.	***Continue the efforts working with the HOME Consortium to*** discuss needs and solutions that have worked for other similar areas, implement findings. Publish findings.	12/31/2022	No fiscal impact		***Community Services/Housing Division***
BE-5: Infill & Redevelopment: Analyzes redevelopment and the condition of public infrastructure to encourage efficient use and reuse of land.	1. Encourage efficient land use and reuse through local land use planning and zoning reforms.	A) Investigate land assembly to consolidate small pieces of land into larger plots in infill areas with the goal of repurposing underutilized areas to their fullest potential by 2025.	Survey and identify small pieces of land that makes good prospects for land assembly. Publish results.	12/30/2025	TBD		**Community Services Department**
		B) Focus growth and development in infill areas to reduce urban sprawl and interference with the environmental, economic and aesthetic value of natural resource land.	Demonstrate the city's commitment to preserve the environmental, economic and aesthetic value of natural resource land over overdevelopment. ***Offer density bonuses and assess and modify the CBD and Comp Plan as needed. Investigate penalties for economic drag caused by vacant/underutilized properties. Report findings.***	12/31/2022	TBD		***Community Services/Planning and Zoning***
BE-6: Public Parkland: Promotes accessibility to abundant, well-designed parks and greenways.	1. Create an ample supply of public green spaces designed to encourage consistent active and passive use.	A) Create a system of well-used and maintained public green space--parks, allotments, community gardens, strays, commons-- that feature equitable, convenient access for residents throughout the community.	Demonstrate that residential properties are located within a 1/2-mile walking distance of public green space based on population density as follows: High or Intermediate-High: 85% or greater, Intermediate-Low or Low: 70% or greater. New park/land that links/enhances multi-modal transportation.	12/31/2021	TBD		***Public Works, Leisure Services***
	2. Develop a better understanding of the economic value of public						

STAR Objective	Initiative	Local Action/Investment	Condition Level Outcome	Time Period	Ease/Cost	Priority	City Champion/Point of Contact
	green space and its relationship with property value, culture, community involvement, perceptions health and well-being, and neighborhood satisfaction.	A) Research, identify and describe findings from relevant studies.	Findings will develop better appreciation of green space by the city and it's residents.	12/31/2021	No fiscal impact	High	***Public Works, Leisure Services***
BE-6: Public Parkland: Promotes accessibility to abundant, well-designed parks and greenways.	3. Increase safety of our parks by enhancing programming and increasing use.	A) Develop an effective campaign to create public consciousness of communal ownership of green space and encourage active use, i.e., social media video ads; radio ads during summer months (end of May-end of July); hardcopy brochures dispersed throughout municipal buildings and public locations.	Social Media, Video ads to promote increased knowledge/use of available green space and city resources by viewers, identify a volunteer "park keeper".	12/31/2021	TBD	High	***Public Works, Leisure Services***
		B) Adopt site design guidelines for new public green space and improvements to existing facilities to strengthen environmental benefits and provide visitor amenities.	New design guidelines in place and communicated.	12/31/2021	State and local funds, grants, other	High	***Public Works, Leisure Services***
		C) Work with stakeholders to ensure equal access to adequately maintained public parks, green space and facilities.	Distribution of parks, amenities and programming, maintenance schedule, and budget reflect equal access to parks, as reviewed by stakeholders. Potentially also and as surveyed by residents.	12/31/2021	State and local funds, grants, other	High	***Public Works, Leisure Services***
		D) Improve Provost Park. Asses community's perceived problems and work with them to identify solutions that address them. This may include picnic tables, benches, working water, restrooms open during operating hours, soccer goal nets, or even police and community joint communication effort that parks and public spaces are not for drug dealers.	Needed amenities, identified, prioritized and delivered.	12/31/2021	***TBD***	High	**City Manager's Office, Public Works Department**
		E) Improve Carl E. Anderson Park. Repair benches and panic tables under the pavilion, install water fountain and restroom.	Needed amenities, identified, prioritized and delivered.	12/31/2021	***TBD***	High	***Public Works, City Manager's Office***
	4. Increase safety of our parks by enhancing	A) Consistently invest sufficient capital and operational funding to create and maintain public green spaces.	Identify dedicated sources of funding for on-going maintenance and repairs to ensure quality. Link budget to map to maintenance schedule to strengthen visualization of management plan. Consider creating a Cocoa Parks Trust or Endowment to supplement funding.	12/31/2020	State and local funds, grant, other	High	***Public Works, Leisure Services***
		B) Hire/Assign Cocoa Parks Director (rather than Cocoa Parks listed under Leisure Services). Work with county to	Minimum 1 FTE assigned in budget to				

STAR Objective	Initiative	Local Action/Investment	Condition Level Outcome	Time Period	Ease/Cost	Priority	City Champion/Point of Contact
	programming and increasing use.	Leisure Services). Work with county to ensure proper management and maintenance of all parks within Cocoa area.	manage park maintenance; not necessarily additional FTE.	12/31/2019	TBD	High	***Public Works***
BE-6: Public Parkland: Promotes accessibility to abundant, well-designed parks and greenways.		C) Collaborate to host more programming of activities and events in public green spaces that bring the community together and encourage physical activity and better health. Design a promotional piece that encompasses all the parks and activities. Publish Inventory.	Increase public green space activity and usage. Consider: dog events, neighborhood watch, block parties, birthday parties, Brevard Health Alliance visits, school parties, church parties, company/employee parties, dances, drum circles, music improve, improve theater, running events, bicycle events. . .	12/31/2023			***City Manager's Office/Leisure Services***
	5. Pursue historic preservation opportunities.	A) ***Planning projects necessary to guide the long term preservation of historic resources or a historic district, including preparation of historic structures reports, condition assessments, architectural drawings and construction documents, predictive modeling, preparation of preservation or management plans, and design or preservation guidelines.***	Submit new ***Planning application to conduct a historic structures report and condition assessment of potential historic structures in Cocoa to the Florida Division of Historical Resources.***	12/31/2021	***TBD***		***Community Services***
Equity and Empowerment - Ensure Equity Inclusion and Access to Opportunity for all Residents.							
EE-1: Civic Engagement: Facilitate inclusive civic engagement through the empowerment of all community members to participate in local decision making.	1. Compile an inventory of regional sustainability resources to include citizens groups and organizations. The resources document will serve the needs of both sustainability groups and members of the Cocoa community.	A) Complete compilation of sustainability resources document. B) Review and update sustainability resources document annually.	Distribute sustainability resources document to ***organizations and businesses in Cocoa*** Post the resources document on the City of Cocoa website.	***12/31/2021***	TBD		**Sustainability Advisory Committee, Public Relations Specialist**
	2. Improve communication by making sure that City of Cocoa residents have access to digital billboards similar to the one on US1.	A) Enhance content of the City's digital billboards, ensure one digital billboard is in each district, update the billboards with rolling messages.	***Ensure content on the digital boards continues weekly to include City meetings, Committee meetings, voting information and key health and safety information.***	***12/31/2021***	***TBD***	High	**Public Relations Specialist and Digital Communications Specialist**
	3. Improve communication by increasing use of the City of Cocoa website and FB page.	A) Monitor the usage of the City of Cocoa's website and FB page.	Develop a plan to publicize and ***encourage and*** increase in usage of the website and FB page by 10% over 3 years. Report use two times a year.	***12/31/2021***	***No cost***		**Public Relations Specialist and Digital Communications Specialist**

STAR Objective	Initiative	Local Action/Investment	Condition Level Outcome	Time Period	Ease/Cost	Priority	City Champion/Point of Contact
	4. Promote participation in district town hall meetings and Neighborhood Watch meetings.	a) Develop strategies to increase attendance at scheduled district town hall meetings.	***Increase*** attendance at Town Hall meetings by 10% over 3 years through: developing Social media campaigns, utilizing digital billboards and website, direct outreach to community stakeholders.	***12/31/2021***	***No cost***	High	**Public Relations Specialist and City of Cocoa Council Members**
	5. Promote participation in the Mayor's Challenge.	a) Develop strategies to increase participation in the Mayor's Challenge by residents from all areas of the city.	Increase numbers of participating city residents by 10% over 3 years by: advertising the Mayor's Challenge utilizing social media, holding Mayor's Challenge events in different parts of the city, and promoting attendance at kick-off events.	***12/31/2021***	***No cost***	High	***Assign a Sustainability Member to encourage participation and work with the*** **City of Cocoa Mayor's Challenge Team Leader**
EE-1: Civic Engagement: Facilitate inclusive civic engagement through the empowerment of all community members to participate in local decision making.	6. Develop events to promote increased voter turnout in the City of Cocoa ***and provide access to civic groups to promote voter turnout.***	a) Promote participation in Candidate Forums, messages from city on billboards, FYI articles and on Social Media.	***Provide statistics on the civic groups that promoted voter registration.***	12/31/2021	***No Cost***	High	-***City Clerk and City Manager's Office***
	7. Provide civics education programs directed towards teens, young adults and adult residents of the city.	Provide civics education programs that support the development of positive, strong youth leaders, with a particular focus on engaging individuals from low-income and/or minority neighborhoods. Conduct adult education campaigns about the electoral process and voter participation targeted at geographic areas or populations with low voter participation. Encourage participation in Citizen's Academy by adults and high school or EFSC students.	Model a youth academy after the Citizen's Academy. Work with Brevard Public Schools to participate in their civics programming.	***12/31/2021***	***No cost***	High	**City of Cocoa City Manager's Office - City Manager coordinate with Brevard School Board and other external providers of civics education.**
EE-3: Environmental Justice: Ensure no neighborhoods or populations are overburdened by environmental pollution.	1. Conduct a comprehensive environmental justice assessment.	a) Review NAACP's study goals for Environmental Justice and apply what has been learnt from other studies. If necessary develop a plan to fund and conduct a comprehensive environmental justice assessment for the City of Cocoa. b) Action - Study and Research.	1. Report review of Environmental Justice studies; identify 3-5 major goals. 2. Develop Plan. 3. Develop map related to Cocoa's risks.			High	**City of Cocoa City Manager's Office - City Manager to identify an unbiased third party technical research group.**
	2. Provide information and education to the public regarding environmental justice conditions and available programs and services to alleviate disproportionate impact.	a) Identify organizations to collaborate with to provide information . B) Work with Legal Aide organizations to provide information on environmental justice rights.	1. Promote a timeline for conducting public workshops on climate change in each of Cocoa's 4 districts.				**City of Cocoa City Manger's Office - City Manager , to coordinate with City of Cocoa Mayor and City Council members**

STAR Objective	Initiative	Local Action/Investment	Condition Level Outcome	Time Period	Ease/Cost	Priority	City Champion/Point of Contact
	3. Reduce citizens exposure to contaminants and risks associated with environmental justice conditions. Identify major risks from study .	a) Develop Projects to decrease risks a plan to address the major environmental justice goals identified from the comprehensive environmental assessment and/or other studies.	1. Report strategies to address the identified environmental justice goals. 2. Initiate a timeline to address the major goals identified				**Work with City of Cocoa City Manager's Office - City Manger Mr. John Titkanich, to address issues identified in the environmental justice assessment.**
Health and Safety - Strengthen communities to be healthy, resilient and safe places for all residents and businesses.							
HS-1: Active Living: Enable adults and kids in Cocoa to maintain healthy, active lifestyles by integrating physical activity into their daily routines.	1. Include a chapter, section, or plan element focused on active living or active transportation in the comprehensive plan ***and/or the Strategic Plan*** .	a) Create a Healthy Living mission statement for the City of Cocoa. B) Review City of Cocoa Strategic and Comprehensive plans to determine if they contain elements of a healthy living plan.	Develop Healthy Living statement and a time line for working on a healthy living plan.	***12/31/2021***	***No cost***		**Community Services Department and City of Cocoa Sustainability Advisory Committee**
	2. Increase awareness of city and county parks.	a) Review and update current information on parks. B) Develop a plan to convey accurate updated information to city residents. C) Work with the city to update the current parks map.	Increase the awareness and use of city and county parks by 5% over 3 years.	12/31/2022	***No cost***		**Leisure Services**
	3. Improve bicycle and pedestrian amenities in projects in high-density, mixed-use areas or near transit stations.	a. Recognize businesses and /or organizations offering bicycle and pedestrian amenities. b. Partner with DOT and other organizations on active transport projects for the Cocoa area to ensure utilization of existing amenities and guide further expansion. Report. c. City of Cocoa to Promote active transport findings and plan.	The City of Cocoa currently partners with TPO and FDOT - publish regular updates on current projects, develop an awards program to incentivize businesses to offer pedestrian and bicycle amenities, develop a walk/bike to school program with rewards.	***12/31/2022***	***No cost for promotions***	High	***PR Specialist and Public Works***
	4.Partner with community groups to sponsor programs that encourage active (Healthy) living for adults and kids.	a) Identify organizations/groups to implement low-cost athletic programs for adults, children and teens. Example - runners, cyclists, walking club, yoga at the waterfront	Publish organizations and program plans and apply for grants.	***12/31/2022***	***No cost***	High	**City Manager's Office**
HS-2: Community Health: Achieve positive health	1. Analyze the data available from the 2019 Community Health Needs Assessment (CHNA) Report and the Brevard county Community Health Improvement plan to identify gaps that can be addressed in the Sustainability Plan.	a) Complete analysis of the data and summarize resulting recommendations.	Report to Council.	12/31/2022		High	**City of Cocoa City Manager's Office - City Manager to coordinate with Space Coast Health Foundation -**
	2. Develop a community health improvement plan to	a) Analyze the data available from the 2019 Community Health Needs Assessment (CHNA) Report and the	Complete analysis of the data and				

STAR Objective	Initiative	Local Action/Investment	Condition Level Outcome	Time Period	Ease/Cost	Priority	City Champion/Point of Contact
outcomes and minimize health risk factors associated with behaviors and poor indoor air quality in schools and homes.	health improvement plan to strengthen the delivery of health services and improve community health	Assessment (CHNA) Report and the Brevard county Community Health Improvement plan to identify gaps that can be addressed in the Sustainability Plan.	summarize resulting recommendations by December 2020.			High	
	3. Develop and implement a comprehensive program focused on vector-borne diseases, such as Zika, Dengue, Chikungunya, and Lyme disease Include other infectious diseases as epidemics emerge.	a) Analyze the data and informational brochures available from the Brevard/Florida Department of Health on potential vector-borne diseases.	Develop a plan and appropriate timeline to disseminate this information on the city website and via social media by **January 2021**. - Communication				**City of Cocoa City Manager's Office - City Manager to coordinate with Space Coast Health Foundation - CEO Johnette Gindling and Brevard Department of Health 321-454-7111.**
HS-2: Community Health: Achieve positive health outcomes and minimize health risk factors associated with behaviors and poor indoor air quality in schools and homes.	4. Engage the public, local businesses, and nonprofit entities in assessing, developing, and implementing strategies focused on improving health behaviors related to smoking (vaping) and obesity	a) Review pertinent information available in the 2019 Community Health Needs Assessment (CHNA) Report and the Brevard county Community Health Improvement plan. b) Consider promoting programs to increase the following: *Developing shade canopies in parks and over trails.* *Promote the United Way Walk and Talk program* *Align access to parks with transportation to increase activity level and reduce carbon foot print.* *Promote outside exercise under bridges etc.* *Review Ted Talks on using plants in cities.*	Develop a plan to address identified health issues through social media campaigns and/or Health Education presentations by **January 2021**.				**City of Cocoa City Manager's Office - City Manager to coordinate with Space Coast Health Foundation -**
	5.Provide information on grants or loans to remediate indoor air pollution problems in low-income homes or affordable rental units	List available grants for remediation of indoor pollution on the city website.	Publish information on available grants and application process by **June 2022**.				**City of Cocoa City Manager's Office - City Manager to coordinate with the City of Cocoa Finance Dept.**
HS-3: Emergency Management & Response: Reduce harm to humans and property by utilizing collaborative approaches to increase capability and capacity to respond to emergency incidents.	1. Publish information about Emergency Management Response. Encourage residents, businesses and other organizations to develop emergency kits, evacuation plans, emergency procedures and shelter-in-place plans.	a) Review current emergency plans and procedures for possible gaps. B) Review FPL information on backup generator safety.	1.Complete review and present recommendations. 2. Conduct review and evaluation of emergency plans on an annual basis.				**City Manager's Office**
	2. Adopt a local comprehensive plan for emergency response that includes provisions for						

STAR Objective	Initiative	Local Action/Investment	Condition Level Outcome	Time Period	Ease/Cost	Priority	City Champion/Point of Contact
	Includes provisions for evacuating low-income, disabled, and other persons likely to need assistance. Review the resiliency plan to find out what is included.						
HS-3: Emergency Management & Response: Reduce harm to humans and property by utilizing collaborative approaches to increase capability and capacity to respond to emergency incidents.	3. Collaborate with emergency services to ensure there are adequate emergency kits/supplies available for low-income and vulnerable residents should an emergency situation occur.	a) Evaluate current resources, policies and procedures for providing emergency kits and providing emergency information . b) Work with the general public to make sure that all Cocoa residents have plans in place for emergency supplies of medication as well as emergency plans for patients on dialysis and those reliant on oxygen. c) Distribute information on shelter locations, availability of sand bags and drinking water.	1. Complete review of current policies and procedures and resources for distributing emergency kits. 2. Ensure that there are plans in place for residents with chronic healthcare conditions that may require oxygen, dialysis, and medications such as insulin.				**City Manager's Office**
Natural Systems - Design and maintain a network of green infrastructure features that integrate with the built environment to conserve ecosystem functions and provide associated benefits to human populations.							
NS-5: Water in the Environment: Protect and restore the biological, chemical and hydrological integrity of water in the natural environment.	1. Assess water quality in canals, ponds, etc.	a) ***Continue to assist*** local agencies and environmental groups in obtaining information on water quality indicators including nitrogen, phosphorus, turbidity and chlorophyll-a.	***This report card is published annually and w*** ith the help of local organizations, ***w*** e can then publish the information to help spread awareness of the issues with support from the data.	***12/31/2021***	Low		***Utilities Department***
		b) ***Continue to work with*** local agencies and environmental groups in obtaining habitat data including the presence (or lack of) sea grass and viability of oyster habitats, etc.	***Continue to partner with local organizations to obtain information about local habitats (Citizen Science).***	***12/31/2021***	Low		***Public Works Department***
	2. Educate and inform citizens about how they can personally improve water quality.	a) Fertilizer impacts, bans and types (i.e. slow release and no phosphorus), grass clippings harm and incentivize natural lawn care practices. Neighborhood enforcement.	Coordinate with local environmental groups to host and publicize educational opportunities. City advertises fertilizer ban info and educational information each year.	***12/31/2021***	Low		**Public Works**
		b) Sanitary sewer lines and septic tanks impacts and the need for inspections.	Conservation/PR Officer in Utilities to conduct education sessions ***about the importance of impacts*** .	***12/31/2021***	***No cost***		**Utilities**
		c) Drain-to-waterways public education.	City already participating ***in Citizen Science. City also is working to install placards on all storm drains to educate citizens.***	***12/31/2021***	Low		**Public Works**
		d) Pursue opportunities for public involvement in restoration measures.	Encourage citizens to partake in local events around the area ***such as Trash Bash and Oyster Reef installations*** .	***12/31/2021***	***No cost***		**Public Works**

STAR Objective	Initiative	Local Action/Investment	Condition Level Outcome	Time Period	Ease/Cost	Priority	City Champion/Point of Contact
	3. Waterway Restoration.	a) Participate in habitat restoration programs on public lands to filter/improve IRL water quality.	***Partner with the*** Brevard Zoo on shoreline restoration. (Restore Our Shores. Participate in and advertise events that pertain to this topic.) ***Add*** Signage in waterfront parks about oyster reefs.	***12/31/2021***	Minimal cost	High	**Public Works**
		b) Pursue all available resources for assisting in removal of muck from navigable waterways including: lagoon sales tax, Save Our Lagoon, One Lagoon, St. Johns River Water Management District (SJRWMD), and other local and governmental resources available.	***Collaborate*** with other organizations to work on restoring the lagoon and other bodies.	***12/31/2021***	***Grant funding and City match***	High	**Public Works**
NS-5: Water in the Environment: Protect and restore the biological, chemical and hydrological integrity of water in the natural environment.	3. Waterway Restoration.	c) Evaluate City's impervious footprint and create incentives, programs and projects that reduce pavement/building footprints, increase green areas/use permeable pavements, and reroute rainwater into the ground as close to where it falls as possible.	***Monitor incentives based on use and modify the City's footprint continually.***	***12/31/2021***	***No cost***	High	**Public Works**
		d) ***Promote the value of the*** City's street sweeping program, in areas that drain to the IRL, to reduce debris, trash and leaf litter entering the public storm sewer system that flows to the IRL.	***Continue to*** evaluate current street sweeping program. ***Streets with higher nutrient contribution numbers are evaluated more frequently.***	***12/31/2021***	***More frequent sweeping will be an increase in costs.***	High	**Public Works**
		e) Active stormwater treatment such as aeration, diffusion, bioactive sorptive media (BAM) to improve nutrient reduction effectiveness.	***Continue*** to evaluate current stormwater treatment ***and make improvements where needed.***	***12/31/2021***	***Price is dependent on the amount of activity annually***	High	**Public Works**
		f) Create stormwater pond parks and bioretention sidewalks and trails.	Create parks that are beneficial to aid in the stormwater issue and create green spaces for citizens.	***12/31/2021***	***Varies***	High	**Public Works**
		g) Create logo/kiosk, signage/strategy, for the education of the public of various waterway protection strategies.	Display created signage around the city and do evaluations to make sure that people are actually reading the materials and finding them useful.	***12/31/2021***	***Will be costly if implemented in all high profile areas.***	High	**Public Works**
NS-5: Water in the Environment: Protect and restore the biological, chemical and hydrological integrity of water in the natural environment.	3. Waterway Restoration.	h) Update City's Stormwater Master Plan on a regular basis to adapt to progress, new technologies available and assure that stormwater infrastructure and improvements are resilient and will be functional in future sea level rise and climate change conditions.	***Review the SW Master Plan annually and prioritize the plan in 5-7 years.***	***12/3/2021***	***Price is dependent on the amount of activity annually***	High	**Public Works**
		i) ***Continue*** inspection of lateral sewer lines.	***Continue the annual process of assessment and inspection of laterals.***	***12/31/2021***	***Currently budgeted annually***	High	**Utilities**

STAR Objective	Initiative	Local Action/Investment	Condition Level Outcome	Time Period	Ease/Cost	Priority	City Champion/Point of Contact
		j) Continuation of City Watershed-related Sustainability Initiatives outlined in 2010-20 City of Cocoa Comp Plan including: Installation of additional 2nd generation nutrient-removal baffle boxes to improve runoff quality to the IRL, Exploring options such as a treatment basin within the IRL to remove excess nutrients, Undertaking studies to determine the effectiveness of existing solar-powered mixer at Bracco Pond in consideration of adding additional mixers at other City owned stormwater ponds and lakes to improve water quality and City Rain Barrel Rebate Program.	***Work this project as part of the 10-year Stormwater Master Plan to explore locations for more aeration and NRFS.***	***12/31/2021***	***Currently budgeted annually***	High	**Community Services - *review and update the Comp Plan. Public Works - Review the Stormwater Master Plan.***
	4. Increase quantity and effectiveness of green infrastructure.	a) Assess and map existing green infrastructure. Address gaps to maximize connected network of greenways and align with community assets. Identify and implement most effective means of maximizing quantity and performance of green infrastructure in functions such as absorbing stormwater, reducing pollutants in runoff, providing shade, maximizing atmospheric cooling, reducing stress, providing habitat for urban and lagoon native/friendly species, and connecting communities,	Low Impact Development Code adopted to address private property, public property, and new development. Code adopted which preserves existing old-growth tree canopy and increases total tree canopy to 40% of Cocoa's footprint. Current and future green corridors and core habitats, to be aligned with stormwater, recreational, trails, cultural assets, educational assets, historic greenspaces and scenic views, are identified and mapped.			High	
		thereby also supporting tourism and smart economic development. This may include: updating code, planting canopy trees, installing swales, amending canals, correcting natural water systems, installing littoral plantings and biofilters for stormwater systems, and acquiring and/or preserving land that can act as a buffer zone. Preserve/enhance scenic and historic views and landscapes. (Clearlake System, Mud Lake System, Bracco Pond System, Westlake System. . . .)	Property acquired and re-conditioned. New canopy trees planted. Biofilters installed in priority public greenspaces. Trails and signs in place and designed to model and teach private property owners best practices. Permitting changes/requirements communicated clearly online. Associated landscaping practices explained, readily available, and promoted to inform both public service providers and private service providers and homeowners. Management and maintenance linked with Cocoa's budget, staffing, and work plans.	***On going***	***Currently budgeted annually***		***Public Works Department***
Climate and Energy - Reduce negative climate impacts and increase resource efficiency in order to create a safer, healthier, and more resilient Cocoa.							
		a) Inventory/Map Stormwater System to integrate with operations. 1) Create					

STAR Objective	Initiative	Local Action/Investment	Condition Level Outcome	Time Period	Ease/Cost	Priority	City Champion/Point of Contact
CE-1: Climate Adaptation: Strengthen the resilience of communities to climate change impacts on built, natural, economic, health, and social systems.	1. Increase stormwater absorption, retention, management capacity and effectiveness. Ensure stormwater system is healthy and aligned with best known practices of environmental management for Florida's water rich environment.	in house Stormwater System Inventory to depict system publicly and support management internally. Mimic Water Enterprise's system inventory and mapping: location, function, age, maintenance etc. on Cocoa's stormwater pipes, ditches, weirs, ponds, important swales, and etc. 2) Create layer/dataset/map to Identify known problems, and anticipated repair needs. 3) Create layer/dataset/map to track flood reports from PW and citizens. 4) Create/Update layer/dataset/map of pervious/impervious surfaces and retention ponds, (LID features?), in Cocoa used to determine stormwater assessments.	A. Stormwater inventory/management system exists and is in use daily by PW to manage maintenance . Percentage of stormwater system captured/tracked grows to near 95%. Maps are publicly available and current within 1-2 years. B,C, D. Engineers and managers and residents can access maps. Residents can report flooding and see this reflected. Residents can track changes in pervious/impervious surfaces in a 1-2 year interval and adjust their stormwater assessment.	***12/31/2021***	***Currently budgeted annually***		**Public Works *Department***
		a) Enhance stormwater capacity and effectiveness. 1. Research and understand restoring/enhancing connectivity and flow of stormwater ponds, including remnants of Mud Lake and Clear Lake etc., to improve capacity of stormwater absorption in surge events, without discharging to IRL. Enhance flow/connectivity as findings direct. 2. Remove debris and plant materials and muck from ditches and stormwater ponds. Replant shorelines to increase absorption, crowd invasive, promote best function as passive maintenance. Manage stormwater "shorelines" as an attractive water feature that increases the value of Cocoa as a community for aesthetics, recreation, community building, and health, as well as absorbing stormwater. 3. Develop comprehensive recommendations on linking the management and development of stormwater assets, recreational areas and parks, and linear parks or trails and routes in order to: increase absorptive capacity, support multi-modal transportation choices, connect neighborhoods, promote exercise among residents, be an attractive recreational opportunity for visitors.	***Staff prepare and*** publish findings. Budget and schedule debris removal. Plan, budget, and schedule shoreline/littoral replanting. Include stormwater areas in 2020 Parks review and DOT/Multimodal considerations.	***12/31/2021***	***Cost depends on implementation process***		***Public Works Department***
		b) Seek stormwater-related grants methodically and exhaustively c)					

STAR Objective	Initiative	Local Action/Investment	Condition Level Outcome	Time Period	Ease/Cost	Priority	City Champion/Point of Contact
		~~methodically and exhaustively.~~ C) Identify and track local, state, regional, national, and international opportunities to improve stormwater management and performance. d) Support budgeting and implementation of efforts to improve smart stormwater management.	Identify ***grants related to Stormwater management and apply for those the City qualifies for.*** ~~A~~	***12/31/2021***			***Public Works Department and Grants Administrator***
CE-1: Climate Adaptation: Strengthen the resilience of communities to climate change impacts on built, natural, economic, health, and social systems.	2. Increase stormwater absorption, retention, and management capacity and effectiveness. Ensure stormwater system is healthy and aligned with best known practices of environmental management for Florida's water rich environment.	a) Plant native stormwater gardens and shade/windbreak gardens in prominent places. B) Design and SIGN to teach residents and be reproducible in their yards. C) Promote local vendors and service contractors who will maintain it.	Identify and plant 5 stormwater gardens. Identify ***opportunities on City property to*** and plant 5 shade/windbreak gardens.	***12/31/2022***			**Public Works *Department***
	Reduce stormwater-related pollution.	d) Ensure residential waste laterals and septics are not leaking (nutrients into the stormwater system). E) Communicate to residents/owners. F) Seek grants and opportunities to make it easy to correct. Establish correction schedule.	Schedule, conduct and complete smoke testing, etc. and publish the results.	***12/31/2021***	***Currently budgeted annually***	High	***Utilities Department***
		Identify high value target areas. Convert septic to sewer to prevent nutrient pollution, especially in known flood zones, or areas with active/fast/high groundwater activity.	***Work to convert all septic to sewer while seeking grant opportunities. Publish report annually.***	***12/31/2025***	***Currently budgeted annually***	High	***Utilities Department***
		Understand and appropriately manage algal blooms in stormwater and canal systems. Consider Beemats or other potential solutions to reduce nutrients in stormwater ponds, and thereby reduce algal populations.	***Implement Lake Management Plan once completed.***	***12/31/2022***	***Cost depends on implementation process***	High	**Public Works *Department***
		Support ongoing research and monitoring of stormwater systems to understand, manage and ensure healthy evolution of stormwater ecosystems. Budget future maintenance and upgrades as needs and technology create opportunities for positive impact.	***Continue monitoring of Stormwater systems to ensure healthy evolution of ecosystems. Report findings quarterly and track by season.***	***12/31/2021***	***Cost depends on implementation process***	High	**Public Works *Department***
		Supplement stormwater infrastructure along IRL with baffle boxes or cyclonic separation systems (CDS) or other solution best adapted to Cocoa conditions.	***Identify the highest nutrients and prioritize projects related to the c*** onversion of stormwater drains leading directly to IRL. Publish areas with highest nutrient levels.	***12/31/2021***	***Cost depends on implementation process***	High	**Public Works *Department***
			Formally identify pocket parks as a				

STAR Objective	Initiative	Local Action/Investment	Condition Level Outcome	Time Period	Ease/Cost	Priority	City Champion/Point of Contact
		Increase greenspaces that can absorb groundwater; plant to enhance absorptive capacity.	stormwater asset. Mulch or seed green spaces with higher organic matter content. Update code to reflect most recent/best standards. Incentivize grass parking lots ***with credits***.	***12/31/2021***	***Cost depends on implementation process***	High	**Public Works *Department***
CE-1: Climate Adaptation: Strengthen the resilience of communities to climate change impacts on built, natural, economic, health, and social systems.	Reduce and minimize exposure to flood.	Investigate array of flood hazards in Cocoa. Consider retiring residential properties in high probability flood zones, and converting to green infrastructure.	***Utilize County and Federal Flood Maps and provide information on the City website. Publish new flood maps for Cocoa***	***12/31/2021***	***Cost depends on implementation process***	High	**Public works *Department***
		Identify municipal properties and emergency/rescue/shelter facilities that are not above the 100-500 year flood zones. Identify plans for work arounds, mitigation, or potential for relocation.	***Evaluate new property acquisitions as needed. Publish at risk municipal properties and plan.***	***12/31/2021***	***Cost depends on implementation process***	High	**Public Works *Department***
		Inventory and prioritize all roadways vulnerable to 100-500 year floods.	***Identify critical roadways.*** Publish map, list roads and detour and remediation plan.	***12/31/2022***	***Cost depends on implementation process***	High	***Public Works Department***
		Ensure Waterfront Park restoration maximizes "Living Shorelines" by linear foot, captures expertise of Zoo, and funding from SOIRL. Install coquina and/or rip rap in front of sea wall. Investigate living breakwater islands.	Incorporate ***activities throughout waterfront park areas. Report on completion of park***	***12/31/2020***	***Cost depends on implementation process***	High	**Public Works Department**
		Identify vulnerable properties, or properties best suited as a greenspaces for reasons such as minimizing cost of storm damage to built environment, absorbing stormwater, serving as a buffer/transition zone, or connecting other green spaces. Work with agencies and organizations to purchase them and permanently preserve them. Identify maintenance needs and budget accordingly.	***Add to land management and development plans.*** List properties. Estimate acquisition costs. Create acquisition plan. Apply for grants.	***12/31/2021***	***Costly***	High	***Public Works Department***
	Increase protection from wind.	Identify and implement opportunities to plant natural windbreaks (islands of trees), natural breakwaters, and convert seawalls in Cocoa to more resilient shorelines.	Adopt policy/practice/standard of "tree islands" in code and city landscape/ Plant windbreaks on city properties. Investigate breakwaters east of ***Riverfront Park.*** waterfront park. Communicate benefits of non-linear seawalls to residents. Work with County/Zoo to promote conversion of private seawalls.	***12/31/2022***	***Cost depends on implementation process***		***Public Works Department***
		Identify opportunities for increasing windbreaks as a matter of course development, building, and permitting opportunities, by managing orientation	Ensure code addresses wind risk. Report.	***12/31/2023***	***Cost depends on implementation***		***Public Works Department, Community Services***

STAR Objective	Initiative	Local Action/Investment	Condition Level Outcome	Time Period	Ease/Cost	Priority	City Champion/Point of Contact
		of buildings and design features. Prevent wind tunnels.			***process***		***Department***
	Increase protection from wind.	Ensure that code prevents wind hazards such as debris, abandoned materials, buildings in a state of disrepair, etc. Establish a pre-hurricane protocol for identifying and removing hazards (such as a txt notification with a City point of contact).	***Review code to ensure*** Debris/wind hazard ***protocols are*** incorporated in emergency preparations.	***12/31/2021***	***Cost depends on implementation process***		**Code Enforcement.**
		Encourage providers of tree services to maintain trees to their optimal wind mitigation. City to update residents on the science and physics of wind mitigation.	***Notify tree services of new science/physics of wind mitigation. Educate residents and provide report.***	***Starting in 2020***	***No cost***		***Public Relations Specialist***
		Update homeowners with most current information about tree maintenance and trees' and plants' optimal structures and arrangement for wind mitigation.	Social media campaign complete. Repeated every two years.	***12/31/2020***	***No cost***		***Public Relations Specialist***
CE-1: Climate Adaptation: Strengthen the resilience of communities to climate change impacts on built, natural, economic, health, and social systems.	Increase shade canopy.	Increase natural and native shade canopies. Shade trees provide atmospheric cooling, sequester carbon, absorb stormwater, improve aesthetics, and make properties more accessible and enjoyable for a longer portion of the year. Design, plan, and budget installation and management of natural canopies that will increase the season for Cocoa's public areas. Also focus on shading walkways that connect neighborhoods and transportation hubs. Additionally, as part of Tree City USA, educate and encourage homeowners to put more of the right trees in the right places to restore Cocoa's tree canopy.	***Inventory trees on City properties and create an arbor plan for new plantings.*** Increase Cocoa's tree canopy potential by 75% by 2030.	***12/31/2021***	***Cost depends on implementation process***	High	***Community Services Department***
		Where trees cannot be planted and maintained, and people need to be outside, install man-made shade structures (perhaps combined with solar collection features). As examples: solar bus stops; awnings on buildings where there is foot traffic; over benches at parks.	***Identify and add trees where allowed.***	***As needed***	***Cost depends on implementation process***	High	***Public Works Department***
	Require minimum public greenspaces in new developments.	Retrofit older neighborhoods, like Cocoa Hills, with parks and community greenspaces. Design plantings and installations to teach residents best	***Identify underserved areas and utilize Parks and Open Space Master Plan for implementation.*** Identify	***12/31/2021***	***Cost depends on implementation process***		**Public Works *Department***

STAR Objective	Initiative	Local Action/Investment	Condition Level Outcome	Time Period	Ease/Cost	Priority	City Champion/Point of Contact
		practices and be something than can copy in their yards.	future parks.				
CE-1: Climate Adaptation: Strengthen the resilience of communities to climate change impacts on built, natural, economic, health, and social systems.	Increase robustness of energy supply to key crisis facilities.	As part of resilience plan, convert key facilities to 'solar with storage' (acquire funding from FEMA etc.): emergency shelters, emergency operation centers, fire stations, police department, city hall, and the water processing facilities.	Follow recommendations of 'Ready for 100' resolution.	***By 2035***	***Cost depends on implementation process***		***City Manager's Office***
	Reduce exposure to drought risk.	1. Publish potable water plan. 2. Publish reclaimed water plan. 3. Publish dry conditions fire prevention information. 4. Public Works ensures greenspace installations are protected. 5. Increase Cocoa's tree canopy to increase shade, increase atmospheric cooling, absorb stormwater and reduce evaporative processes	Plans published. High-level recommendations for residents distributed in information campaign. Public Works defined watering changes and work plan to ensure recent plantings establish properly and survive. ***Forestry Grant implementation.***	***By 2024***	***Cost depends on implementation process***		***Public Works Department, Utilities Department***
CE-3: Greening the Energy Supply: Increase participation in solar energy production and use.	Educate residents on solar energy costs and payback.	Coordinate with FSEC to provide cogent briefing on current cost of solar energy, and most accurate way to model cost/benefit analysis (not years to payback).	1-2 pages published on city website; info used in social media campaign; series of articles published in FYI, billboard notices.	***Annually***	***No cost***	High	**Communications/** ***Public Relations Specialist***
	Reduce permitting fees and simplify process for solar permitting.	Publish broadly: on city website, in city office space, electronic billboards, newsletter, FB, water bills. . . .	Information published on City website	***Annually***	***Cost varies depending on the number of waivers granted annually.***		***Communications/Public Relations Specialist***
CE-3: Greening the Energy Supply: Increase participation in solar energy production and use.	Increase access to funding and financing options for residential and commercial solar installations.	Review and publish information about PACE, SELF, etc. Research and publish information about grants. Hold twice yearly information sessions for homeowners and contractors and businesses to promulgate information. Post on city website. Promote with FB announcements, digital billboards, quarterly newsletter. Promote conversions of households to solar.	Cogent information and links published on website. Hardcopy information push campaign tracked, reported. Social media campaign commissioned and completed.	***6/1/2021***	***No cost***		**Communication/Public Relations Specialist**
	Increase conversion to solar energy for residential and commercial properties.	Conduct PR/educational campaign to drive conversions to solar energy. Inform and encourage residents on city website. Track and publish conversions; Estimate savings and pollution impact per kwh. Hold twice yearly information sessions for homeowners and contractors to promulgate information. Post on city website. Promote with FB announcements, digital billboards	Goal: 5% by 2021, 10% by 2023, 80% by 2029, 100% by 2050. ***Promote the benefits and importance of solar.***	***Annually***	***No cost for promotions***		**Communication/Public Relations Specialist**

STAR Objective	Initiative	Local Action/Investment	Condition Level Outcome	Time Period	Ease/Cost	Priority	City Champion/Point of Contact
		announcements, digital billboards, quarterly newsletter.					
	Increase solar energy use in municipal buildings.	Study existing energy consumption and costs of municipal buildings. Convert major municipal buildings to solar energy, beginning with the largest consumption: City Hall, Dyal/WFO buildings.	***Be a part of the Solar Together Program with FPL***	***On-going***	***Too costly to retrofit buildings. City is part of Solar Together Program.***	High	**City Manager's Office**
	Recommend solar energy use in affordable housing.	***Recommend*** affordable housing ***developments*** to have minimum solar energy collection to cover maximum use during summer AC season. Include in RFP's.	***Recommendations only to developers.***	***12/31/2021***	***No cost***	High	**Community Services Department**
	Promote the Solar CO-OP program.	***Publish the Solar CO-OP program on the City's website.***	Active List on City website	***On-going***	***No cost***		**Communications/Public Relations Specialist**
CE-3: Greening the Energy Supply: Increase participation in solar energy production and use.	Adopt Ready for 100 Resolution.	Prepare draft based on the models from other cities.	100% by 2050, 100% of municipal by 2035, Clean Energy Plan by 2021			High	**City Manager's Office**
	Investigate and establish vocational cross training in PV/electrical/roofing. Create a new career path of solar technician to support increased conversions in FL, and maintenance thereafter. Market more broadly: Cocoa's new local business skill.	Coordinate with Solar Energy Center, CareerSource Brevard (as they have funds for training and OJT), Cocoa High, adult education center, and relevant licensing organizations. Develop and deploy courses. Serve as a model for other communities. Establish a leadership position in solar expertise; market to space industry and other regions. Consider incubating related businesses.	Launch new training in 2021. Graduate first class in May 2021	**12/31/2021**		High	**(Much of the career material already exists; needs to be re-packaged.) Cocoa Works Program. Facilities Management and Electricians.**
CE-4: Energy Efficiency: Minimize energy use and demand in the residential commercial, and industrial sectors as a means to increase energy efficiency in the community.	Transition city fleet vehicles to alternative fuel vehicles.	Adapt fleet replacement plan. Add local/fleet recharge stations; promote to tourists; seek grants.	Publish Replacement Plan and follow the schedule outlined in the plan. ***Convert Police fleet to hybrid vehicles as needed. Convert other vehicles to Leaf, Bolt, and Polaris Ranger, F-150 Hybrid as able.***	***On-going***	***Costly as hybrid/electric vehicles are more expensive to purchase and maintain.***		**Public Works Department**
	Transition police to bicycle fleet when operationally appropriate, especially December through May. Consider electric motorcycles (Orlando is using).	Not realistic to pursue in 2019/20, but is included in plan for future reference.	Identify interested staff, create deployment/scheduling plan, training plan, equipment, maintenance budget.				**Cocoa PD. City Manager.**
	Promote participation in energy audits by businesses and residents.	Provide energy saving tips on Cocoa websites, water bills, quarterly newsletters, annual workshop, and visiting contractors. Promote 10-20 most effective simple energy saving tips to new residents (when they book	Include information in a Welcome Package to new residents.	***12/31/2021***	***No cost***		**Communication/PR specialist**

STAR Objective	Initiative	Local Action/Investment	Condition Level Outcome	Time Period	Ease/Cost	Priority	City Champion/Point of Contact
		up water), and Net0 homes specs.					
	Describe and promote the best practices for high-efficiency construction, including passive solar, and solar panels.	Florida's energy code is statewide maximum. Cocoa can educate and encourage "beyond code" construction with incentives for green building. Require affordable housing to incorporate passive solar, solar panels, and green best practices.	***Encourage*** meeting green building standards. Publish any developers that construct using green building standards.	***12/31/2021***	***No cost***		**Community Services**
		Create a 'Welcome to Cocoa' web page to describe Cocoa's commitment to renewable energy, sustainable housing construction and sustainable homeowner practices.	Web page launched and published to spider bots with search engine optimization complete. Links to best resources included.	***12/31/2021***	***No cost***		***Communications/Public Relations Specialist***
CE-4: Energy Efficiency: Minimize energy use and demand in the residential commercial, and industrial sectors as a means to increase energy efficiency in the community.	Host a highly visible EV charging station.	Investigate building one with FPL. Consider DCFC station at the same time/location; VW funds may become available to help support. Ask businesses such as Publix or Walmart to install EV stations. Become a visible leader in solar EV support. Update Google Map/Ways -- literally get on the map with EV.	Prominently visible EV charging station on 520/520/95 in Cocoa; featured on Ways etc. ; conduct earned media campaign. (City buildings and restaurants.)	***12/31/2021***	***Costly if providers do not cover the purchase and maintenance costs.***	High	***Public Works Department***
	Encourage the Space Coast Area Transit to m ake bus stops more rider-friendly.	***Encourage SCAT to c*** reate rider-friendly bus stops, to include: bench, shade, solar-powered fan, storm resilient design, and local art and Cocoa aesthetic. Prioritize conversions based on a combination of ridership and discomfort.	PR campaign to increase awareness. Lobby the County and SCAT to make improvements.	***12/31/2021***	***N/A***	High	***Public Works Department***
	Advocate to SCAT to acquire alternative fuel buses (CNG, electric, or bio-fuel).	Working with the county and other municipalities, strongly encourage conversion to alternate fuel source buses as SCAT cycles through its inventory. Research and assess decisions of other cities and organizations that have transitioned. (Baltimore Washington Airport, City of Orlando. . . .)	***Encourage conversions to renewal energy vehicles as able. Publish report on conversions to alternative fuel source vehicles.***	***12/31/2025***	***N/A***		***City Manager's Office***
		1. Work with TPO to identify opportunities and tap into existing expertise; look into flyover to link east and west Cocoa across Rt1 and north and south over 520. What does TPO Masterplan say about roads and trails in Cocoa? What did Titusville do to become a "trail city?" 2. Create and Promote 'Cocoa by Cycle' trail system					

STAR Objective	Initiative	Local Action/Investment	Condition Level Outcome	Time Period	Ease/Cost	Priority	City Champion/Point of Contact
	Create a connected multi-modal city. Optimize bus access in Cocoa; link to train, bike trails/rentals and other multi-modal accesses. Develop bike and other paths to link neighborhoods, schools, libraries, markets, etc., and promote health and eco-tourism.	and tour to link in heritage, leisure activities, and points of interest. Ensure trails and bike racks also align with SCAT stops and public transportation to support connecting Cocoa's affordable housing with areas where people are employed. Use system to promote health, eco-tourism, community-building, and making Cocoa more attractive to future tech employers. Publish maps online and as brochures; paint trails. Add historical "stops" for self-guided tours. Integrate community art with routes and branding of routes.] 3. Review SCAT's comprehensive plan; advocate, augment, and work with SCAT to adjust to ensure Cocoa residents have good public transit access to local job markets.	"Cocoa by Cycle" bicycle trail planned, mapped, signed, and promoted. Longer term, link to beaches; promote region as cycling as eco/active tourism haven! Publish adjustments. Coordinate with enhancements to SCAT bus stops.	***12/31/2025***	***Cost is dependent on implementation process.***	High	***Public Works Department and Public Relations Specialist***
CE-4: Energy Efficiency: Minimize energy use and demand in the residential commercial, and industrial sectors as a means to increase energy efficiency in the community.	Research/seek/incentivize vendors of (electric) bike rentals.	Identify where there are opportunities or needs for a successful venture. Cooperate with SCAT and major employers. Investigate contracts with Lime? Orange? Publish/promote program on City social media. Bikes can support multi-modal transportation, tourism, and recreation.	Present ***plan*** to council.	***12/31/2022***	***No cost***		**Community Services; Leisure services**
	Investigate a car-free walking district in Cocoa Village.	Research whether a car-free walking district in Cocoa Village could be beneficial and or enhance the appeal of Cocoa to residents and visitors? Weekend only? (DC closes 5+ miles of Rock Creek Parkway on Sunday afternoons to create a bicycle, walking, running, rollerblading activity zone. It is a boon to local residents and businesses alike.) publish options and findings.	Consider for future, Historic Cocoa Main street.	***12/31/2021***	***Cost is dependent on implementation process.***		**Public Works, Community Services**
CE-7: Waste Minimization: Reduce and reuse material waste produced in the community.	Reduce waste entering IRL and stormwater systems.	Research options and value/impact tradeoffs. Install baffle boxes (or CDS etc.) in stormwater drains that flow directly to IRL or Bracco Ponds. Increase street sweeping runs. Increase frequency of cleaning out storm drains. Social media campaign on grass clippings; also target lawn care service providers. Provide warning notices to educated residents. Seek SOIRL Grants to help fund projects.	Identify uptick in sweeping, clean out of boxes/drains, campaign clean IRL 'notices'. Report.	6/1/2021	***Cost is dependent on the award of grants.***	High	**Public Works; Communication**

STAR Objective	Initiative	Local Action/Investment	Condition Level Outcome	Time Period	Ease/Cost	Priority	City Champion/Point of Contact
	Decrease recycling contamination.	Work with county and waste vendors to review and update recycling instructions and information to simplify, clarify, and an improve compliance. Put new stickers on bins. Mail a flyer with Cocoa water bills. Put on billboards.	***Provide*** Contamination reports ***annually to the SAC and on the City website***. City needs to identify options for upcoming contract with a focus on composting, glass/aluminum only recycling and paper recycling.	***12/31/2025***	***No cost to promote***		***Public Works Department and Public Relations Specialist***
CE-7: Waste Minimization: Reduce and reuse material waste produced in the community.	Decrease "roadside litter."	Establish local culture and pride in the beauty of our community, and an intolerance for fouling it. Increase fines and penalty for littering; conduct zero litter campaign. Post signs. Develop fb campaign. Publish on digital signboards. Seek radio coverage. Promote amnesty days 2-3 times a year for items like mattresses, tires, paints; organize volunteers to help with the surge. Drop a dime program for litter. Revive anti-litter campaigns, work with kids. Facilitate Cocoa High - KBB project to collect roadside litter in Cocoa for Bright Futures service hours.	***Complete listed projects and work with the county regarding unincorporated areas and report to the SAC.***	***12/31/2021***	***Could be costly***	High	***Public Works, PR/Communication***
	Research and promote home composting.	Provide or link to clear directions, instructions, and suppliers on city website to reduce food waste and improve soil health (and water retention capacity) in yards. Also consider establishing relationship with farm or nursery or public gardens that need compost material; facilitate donations. Educate residents on how organic content in soil dramatically increases absorptive capacity of soil (thereby helping with stormwater, and reduction in watering costs.	City gets increasing number of requests for best practices and compost bins. Organic matter content of residents' soil increases along with stormwater absorptive capacity. Provide data on the City website.	***12/31/2025***	***No cost to promote***	High	***Sustainability Advisory Committee***
	Strategically update renewal contract with Waste Management or other vendor.	Consider: Moving back in house, or cooperating with Rockledge, or a regional contract. Consider including composting in new contract; likewise fats and oils. Identify opportunities to link business/manufacturing with recycling stream (glass production or bottling, hurricane glass. . . .etc.) Identify improvements to yard waste, storm debris removal and link to opportunities for increasing organic matter content of Cocoa residents' soil to promote stormwater management and drought management (Cocoa Mulch and Dirt Company).	Before contract is negotiated, community has been alerted ahead and had multiple opportunities to identify concerns, preferences, technology changes, economic spin-off opportunities, and best practices in working groups. Working group findings collected and presented objectively; reflect full unbiased range of stakeholder views. New topics such as community composting, restaurant compost cooperative, restaurant fat/oils cooperative should emerge. Revenue-creating project ideas emerge, such as Milorganite or Cocoa Glass Works; they create jobs for Cocoa residents and			High	**Council. City Manager. Public Works. (Demographics from every department)**

STAR Objective	Initiative	Local Action/Investment	Condition Level Outcome	Time Period	Ease/Cost	Priority	City Champion/Point of Contact
			increase community-directed revenue.				
CE-7: Waste Minimization: Reduce and reuse material waste produced in the community.	Deliberately raise status, visibility and "branding" of Public Works as our city heroes because they dramatically improve our quality of life and health.	Communicate how PW make our city beautiful and healthy! Update job description language to "Community Service Professionals," consider Green Collar Workers, etc. Identify colorful t-shirts as 'uniforms', coordinate with paintings on vehicles and buildings and web pages, feature articles in FYI/website/billboard and city publications. Increase participation in Cocoa Works to mindfully recruit next generation.	Public Works should have opportunity to develop this. Just know that the Sustainability Committee thinks your work is key!		***Cost is dependent on name change and changing all logos, letterhead, business cards, etc.***		**Communications, Public Works**
	Encourage the participation in the reduction of consumer good packaging and waste material at civic events, especially single use plastics.	Join with other municipalities in 5 IRL counties to ask grocery stores, restaurants, fast food vendors, shipping vendors, moving vendors, etc. to reduce packaging and waste materials, and to increase percentage of recyclable packaging and materials. Link with existing programs such a Litter Quitters, KBB or My Brevard Yard, etc.	Ordinance in place. Letters sent out to businesses, newspaper article. List of participating business published on city website. Encourage reduction of single use plastics and promote the use of more compostable options.			High	**Council. Waste advisors. Coordinate with other cities who have made strides in more efficient management of city waste.**
	Increase recycling of construction and electronics and scrap metals ***by City departments***	Identify organizations and locations that will accept materials.	***Continue recycling construction materials related to in-house projects. Report to SAC and publish on the City website.***		***No cost***		***All City departments***

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-657

File ID:	20-657	**Type:**	Ordinance	**Status:**	City Business
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	09/24/2020
Subject:				**Final Action:**	

Title: Ordinance No. 19-2020/1st reading: 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.

Internal Notes:

Sponsors:	Director	**Enactment Date:**	
Attachments:	Ordinance No. 19-2020 General Pension Ordinance Trustee-IRS Change ADA (10-13-2020).docx, Memo re SECURE Act 2.20.20 (01252367xBA9D6).pdf, Board of Trustees for the General Pension Plan.pdf, 2020.10.22, No Impact Letter, Cocoa General.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

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 13, 2020

2ND READING AND ADOPTION: _____

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.

Board of Trustees for the General Employees' Retirement Plan		**Meets as Needed**		**Expirations on October 1st**
Member	**Address**	**Phone**	**Appointed**	**Expiration**
Stephen Harrell Vice Chairman/Secretary (Appointed by Council)	3325 Erie St. Cocoa, FL 32926	321-632-9461 hm 321-431-9724 cell Harr640@bellsouth.net	09/17 Reappointed 02/17 Appointed (fulfilled vacated seat of Walter Moore)	2020
Vincent Knowles (Elected by Employees)	City of Cocoa 65 Stone St. Cocoa, Florida 32922 2392 Mars Court Cocoa, FL 32926	Cell: 321-684-2488 lisapknowles@hotmail.com	09/16 re-elected 09/14 Elected to fulfill term of Timothy Gray	2022
Sherry Woodhouse (Appointed By City Council)	12 Oak Street Cocoa FL 32922-7830 sherrywoodhouse@yahoo.com	631-7185 (H)	09/15 Reappointed 09/12 reappointed 08/09 reappointed 11/27/07 appointed	2021
Carmen Wing (Fifth member)	5265 Brilliance Circle Cocoa, FL 32926 Carmen.wing@yahoo.com	559-836-7582 cell	02/2020 Appointed (appointed by board on 2/19/2020 to complete term through 9/30/21)	2021
Missie McCarthy, Chair (Retiree member - Appointed by City Council)	3461 Fox Wood Drive, Titusville FL 32780-2525	268-1902 (H) missiemccarthy@ymail.com	9/16 Reappointed 9/13 Reappointed 9/10 Reappointed 9/07 Appointed	2022
Counsel: Mr. Scott Christiansen	Christiansen & Dehner, 63 Sarasota Center blvd., Suite 107 Sarasota, Fl. 34240 941-377-2200	Phone 941-377-2200 Fax 941-377-4848		
Administrator: Sheila Hutcheson	3860 Grantline Rd. Mims, Fl. 32754	321-267-3082 shutch9750@aol.com		
RECORDING SEC	Sheila Hutcheson	321-267-3082		

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

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-665

File ID:	20-665	**Type:**	Agenda	**Status:**	City Business
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	09/28/2020
Subject:				**Final Action:**	

Title: Council Approval to enter into a Locally Funded Agreement with the Florida Department of Transportation (FDOT) to account for additional Construction Engineering and Inspection Services for the Dixon Blvd and Forrest Avenue sidewalk project for an estimated amount of $8,846. Authorize the City Manager to sign the Three-Party Escrow Account agreement and approve the Request for Direct Payment. Authorize the Mayor to sign the Resolution.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	CEI Manpower Est (Cocoa Sidewalk)-Amendment 01-rev - $8,846.pdf, City of Cocoa Sidewalk CEI Manpower and Costs - $8,846.pdf, 441205-1-62-02 Non-Participating LFA.pdf, Three Party Escrow Agreement.pdf, 102720 - LFA Agreement Resolution 2020-.docx	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	fmirabito@cocoafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

D5 LAP CEI CSC - CA496 - Task Work Order #04 - Amendment 01
CEI SERVICES MANPOWER CHART

DRMP Job #19-0017.004

FPID: 441205-1-58-01
FAN: D519-055-B
Local Agency: City of Cocoa
Project Description: Sidewalk Improvements Dixon Blvd. & Forrest Ave.
Construction Duration: 60 Days (original)
30 Days added via Amend 01 (added time shown in red below)

CEI Personnel	2020 Pre-Const	1	2	3	Post-Const	TOTAL Months	Man-hours	Loaded Rate	Cost
Senior Project Engineer		0.03	0.01	0.01		0.05	8.00	$ 217.88	$ 1,743.04
Project Administrator	0.05	0.15	0.05 0.20	0.26	0.05	0.76	130.00	$ 165.17	$ 21,472.10
Inspector		0.75	0.50	0.02		1.27	210.00	$ 76.22	$ 16,006.20
Senior Inspector								$ 99.37	
Resident Compliance Specialist	0.08	0.15	0.05 0.10	0.05	0.08	0.50	85.00	$ 84.83	$ 7,210.55
Secretary Clerk/Typist							-	$ 43.77	$ -
						Total	**311.11**		**$ 29,547.74**
						Amend 01	**121.89**		**$ 16,884.15**
						New Total	**433.00**		**$ 46,431.89**

Task No.	CEI Task/Scope of Services
1	Preconstruction Conference- Invite all appropriate agencies with contact names and numbers; Administer and facilitate preconstruciton meeting & EEO meeting; Prepare agendas; Prepare and distribute meeting minutes for both the precon and EEO
2	Preconstruction Activities- Prepare field books; Prepare quantity spreadsheets; Prepare DWR template; RCS preparation for Contractor; Contractor QC Plan review and acceptance
3	Schedule Review- Review the logic and relationships of each work activity; Review start and finish dates for each activity; Review project float duration; Review production rates of each work activity for accuracy
4	Onsite Inspection Services- Part time Inspection coverage; Ensure project is constructed in accordance with Contract documents; Perform materials testing; Inspect environmental compliance and FHWA Compliance
5	Project Management/Contract Administration - Public Information; Cost Control; Resolve constructability issues; Coordination with applicable business owners/utility owners
6	Progress Meetings- Invite attendees; Prepare agenda; Prepare and distribute meeting minutes; Resolve Contractor/project issues
7	Project Submittals- Review RFIs and make recommendations; Review Shop Drawing and Material submittals
8	Monthly Pay Estimate Review - Review/verify quantity of installed pay items
9	Final Project Acceptance/Project Closeout- Develop punch list; Administer preliminary and final project Walk-Through Meetings; Prepare and submit final project records; Review/verify As-Built Plans

City of Cocoa Sidewalk CEI (FP ID 441205-1-62-01)
Manpower and Cost Tracking

Work Hours 4/2/20 - 8/29/20 **Contract Time Ended 8/20/20 + 9 Time Extension Days Federal Aid Eligible (Funded by FDOT)**

	4/2/20-4/29/20	4/30/20-5/27/20	5/28/20-7/1/20	7/2/20-7/29/20	7/30/20-8/20/20	Total	8/21/20-8/29/20
SPE (Ryan Pellarin)	2	1	1	0	0	4	0
PA (Randy Stagg)	5	7	20	37	32	101	4
Inspector (Various)	0	1	46	115	27	189	2
RCS (Sabrina Covalt)	0	13.5	3.75	14.5	19	50.75	6

Costs

		4/2/20-8/20/20				8/21/20-8/29/20	
	Hrs.	Loaded Rate	Cost		Hrs.	Loaded Rate	Cost
SPE	4	$217.88	$871.52		0	217.88	$0.00
PA	101	$165.17	$16,682.17		4	165.17	$660.68
Inspector	189	$76.22	$14,405.58		2	76.22	$152.44
RCS	50.75	$84.83	$4,305.12		6	84.83	$508.98
		Subtotal	$36,264.39			Subtotal	$1,322.10
				Total	$37,586.49		

Proposed Work Hours 8/30/20 - 9/30/20 Federal Aid Ineligible (Funded by City of Cocoa)

	Hrs.	Rate	Cost
SPE (Ryan Pellarin)	4	$217.88	$871.52
PA (Randy Stagg)	25	$165.17	$4,129.25
Inspector (Various)	19	$76.22	$1,448.18
RCS (Sabrina Covalt)	28.25	$84.83	$2,396.45
		Total =	$8,845.40

Federal Aid Eligible (FDOT)	$37,586.49
Federal Aid Ineligible (City of Cocoa)	$8,845.40
Total	$46,431.89

Agency: City of Cocoa Vendor No: F596000292009	Fund: LF Contract Amount: $8,846.00	Financial Management No.: 441205-1-62-02

LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF COCOA

This **AGREEMENT**, made and entered into this _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and the CITY OF COCOA**,** a Florida municipal corporation (hereinafter referred to as the "LOCAL GOVERNMENT"),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto, as Exhibit "B", and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the Construction Engineering and Inspection (CEI) services for the project described as: "City of Cocoa Sidewalk Project along Dixon Boulevard and Forrest Avenue", said project being known as Financial Management (FM) Number 441205-1-62-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide a portion of the funds for the CEI services of the Project in Fiscal Year 2020/2021, said portion of the Project being known as FM #441205-1-62-02, and said costs hereinafter referred to as "Federal-Aid Non-Participating Costs;" and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Federal-Aid Non-Participating Costs in a cost effective manner, the LOCAL GOVERNMENT desires to provide funding to the DEPARTMENT to be used for the Federal-Aid Non-Participating Costs, as described in "Exhibit A";

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall undertake and complete the CEI services for the Project using the Federal-Aid Non-Participating Costs described in Exhibit "A".

3. The DEPARTMENT shall perform the CEI services for the Project. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. Contribution by the LOCAL GOVERNMENT of the funds for the CEI phase of the Project shall be made as follows:

(A) The LOCAL GOVERNMENT and the DEPARTMENT agree to share the cost for CEI services of the Project. The LOCAL GOVERNMENT agrees to provide 100% of the Federal-Aid Non-Participating Costs required for the CEI services and the DEPARTMENT agrees to provide the federal funds for the federal participating share of the CEI services, up to $37,587.00 (Thirty-Seven Thousand Five Hundred Eighty-Seven Dollars and No/100).

(B) The share of the LOCAL GOVERNMENT shall be, at a minimum, the stated percentage of the actual Federal-Aid Non-Participating Costs of the project. However, in the event the federal government fails to provide an amount which is equal to the anticipated federal participating share, the LOCAL GOVERNMENT shall be responsible for 100% of the funds required to make up the shortfall, including cost overruns and/or supplemental agreements not paid by federal funds. The DEPARTMENT is only responsible for the stated federal participating share as described in paragraph 4(A). The Project is off the "State Highway System", therefore, in accordance with Section 339.08(1), F.S., State funding cannot be used for payments of non-participating costs on this Project

(C) Should such shortfalls occur, due to a determination that said costs are non-participating, the LOCAL GOVERNMENT agrees to provide, without delay adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation of Federal-Aid Non-Participating Costs during the project and on final accounting, as provided herein below.

(D) The estimated total cost as set forth in the DEPARTMENT's adopted work program for this Project is $46,433.00 (Forty-Six Thousand Four Hundred Thirty-Three Dollars and No/100). The estimated LOCAL GOVERNMENT share for 100% of the non-federal portion of the project is $8,846.00 (Eight Thousand Eight Hundred Forty-Six Dollars and No/100).

(E) The LOCAL GOVERNMENT agrees that it will, within at least fourteen (14) calendar days of the execution of this AGREEMENT, furnish the DEPARTMENT an advance deposit in the amount of $8,846.00 (Eight Thousand Eight Hundred Forty-Six Dollars and No/100). The deposit shall be the total estimated Federal-Aid Non-Participating Costs.

(F) If the Federal-Aid Non-Participating Costs are in excess of the advance deposit amount, the LOCAL GOVERNMENT will provide, without delay, an additional deposit within fourteen (14) calendar days of notification from the

DEPARTMENT, so that the total deposit is equal to the Federal-Aid Non-Participating Costs. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the Federal-Aid Non-Participating Costs are in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT's project manager indicating when the deposit will be made. The LOCAL GOVERNMENT understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to delay of the project.

(G) If the Federal-Aid Non-Participating Costs are less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the LOCAL GOVERNMENT's share of the Federal-Aid Non-Participating Costs if such refund is requested by the LOCAL GOVERNMENT in writing.

(H) Should project modifications occur that increase the Federal-Aid Non-Participating Costs, the LOCAL GOVERNMENT will be notified by the District accordingly. The LOCAL GOVERNMENT agrees to provide, without delay, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the Federal-Aid Non-Participating Costs. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the Federal-Aid Non-Participating Costs will overrun the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below.

(I) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three-hundred and sixty (360) calendar days of final payment to the Consultant. All project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT for a period of three (3) years after

final close out of the project. The LOCAL GOVERNMENT will be notified of the final cost. The parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL GOVERNMENT. If the final accounting is not performed within three-hundred and sixty (360) calendar days, the LOCAL GOVERNMENT is not relieved from its obligation to pay.

(J) In the event said final accounting of total project costs is greater than the total deposits to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the invoice. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes (F.S.), on any invoice not paid within the forty (40) calendar days until the invoice is paid.

(K) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached escrow agreement between LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

(L) Contact Persons:

Florida Department of Transportation

District 5 Local Programs
719 South Woodland Boulevard/MS 4-520
DeLand, Florida 32720
PH: (386) 943-5452
d5-localprograms@dot.state.fl.us

District 5 Construction Special Projects
719 South Woodland Boulevard/MS 3-506
DeLand, Florida 32720
PH: (386) 943- 5406
d5-constructionspecialprojects@dot.state.fl.us

City of Cocoa

Frank Mirabito
Public Works Project Manager
155 N. Wilson Avenue

Cocoa, FL 32922
PH: (321) 433-8776
fmirabito@cocoafl.org

5. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

6. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

> "The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than one (1) year."

7. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

8. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. 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 representation or agreements whether oral or written.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

10. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement _____, and the DEPARTMENT has executed this Agreement _____.

CITY OF COCOA

By: _____

Name: _____

Title: _____

Attest:

_____
City Clerk

Legal Review

_____
City Attorney

DEPARTMENT OF TRANSPORTATION

By: _____

Name: Loreen C. Bobo, P.E.

Title: Director of Transportation Development

Attest:

_____
Executive Secretary

Legal Review:

_____

Financial Provisions Approval by
Department of Comptroller on:

_____

Exhibit “A”

SCOPE OF SERVICES

This sidewalk project is with the City of Cocoa and is located along Dixon Boulevard and Forrest Avenue. The total project length is approximately 0.314 miles (1,658 feet). The sidewalk will be in sections along the south side of Dixon Boulevard from the Byrd Plaza entrance to approximately 100 feet before the Florida East Coast Railway crossing, about 511 feet and along the west side of Forrest Avenue from 300 feet north of Grimes Street and end just before US 1 (State Road 5), about 1,147 feet.

Project scope includes: installation of 5 to 6 foot wide sidewalk (4-inch thick, 2,500 psi); mill and resurface nine crosswalk areas; drainage modifications to include one curb inlet, minor pipe installation, and grading swales; curb and gutter (with lime rock underneath); installation of pedestrian railing; installation of detectable warning surfaces; signage; and thermoplastic striping. On Dixon Boulevard at the Byrd Plaza entrance, the pedestrian signals on the east side of the intersection with be modified. In addition, mobilization, maintenance of traffic (MOT), erosion control, clearing and grubbing, excavation/embankment, and sodding are also included as part of this project.

Utility coordination has occurred. It will be the contractor’s responsibility to coordinate during the construction phase. A permit was not required for this project. The City of Cocoa shall construct the project within the limits of the existing right of way. Also, all pedestrian facilities shall adhere to current ADA standards.

The LOCAL GOVERNMENT will be responsible for providing funds for any Federal-Aid Non-Participating Costs including the initial amount of $8,846.00.

Exhibit “B”

Resolution

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("DEPARTMENT"), the City of Cocoa (“LOCAL GOVERNMENT”), and the State of Florida, Department of Financial Services, Division of Treasury (“Escrow Agent”), and shall become effective upon the Agreement’s execution by Escrow Agent.

WHEREAS, the DEPARTMENT and the LOCAL GOVERNMENT are engaged in the following project (“Project”):

Project Name: City of Cocoa Sidewalk Project along Dixon Boulevard and Forrest Avenue
Project #: 441205-1-62-02
County: Brevard

WHEREAS, the DEPARTMENT and the LOCAL GOVERNMENT desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest-bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of the DEPARTMENT upon Escrow Agent’s receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the DEPARTMENT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. The DEPARTMENT’s Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to the DEPARTMENT or the LOCAL GOVERNMENT in accordance with the instructions provided to the Escrow Agent by DEPARTMENT’s Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by the DEPARTMENT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to the DEPARTMENT. The DEPARTMENT agrees to provide a copy of such written confirmation to the LOCAL GOVERNMENT upon request.

8. The Escrow Agent further agrees to provide quarterly reports to the DEPARTMENT concerning the escrow account. The DEPARTMENT agrees to provide a copy of such quarterly reports to the LOCAL GOVERNMENT upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of the DEPARTMENT and the LOCAL GOVERNMENT, nor from any separate agreements between the DEPARTMENT and the LOCAL GOVERNMENT and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between the DEPARTMENT and the LOCAL GOVERNMENT.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by the DEPARTMENT's Comptroller or designee and notification from the DEPARTMENT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For DEPARTMENT-OOC (signature)	For LOCAL GOVERMENT (signature)
Name and Title	Name/Title:
59-3024028 Federal Employer I.D. Number	Federal Employer I.D. Number
Date	Date
	Attest:
	Name/Title:

DEPARTMENT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE LOCALLY FUNDED AGREEMENT, AND A THREE-PARTY ESCROW AGREEMENT FOR SIDEWALK IMPROVEMENTS TO DIXON BLVD AND FORREST AVE; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of Cocoa desire to facilitate the sidewalk improvements on Dixon Blvd and Forrest Ave; and

WHEREAS, the State of Florida Department of Transportation has requested the City of Cocoa to execute and deliver to the State of Florida Department of Transportation the Locally Funded Agreement for the aforementioned project; FPN 441205-1-62-02.

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

Section 1. The City Council authorizes the City Manager to make, execute and deliver to the State of Florida Department of Transportation the Locally Funded Agreement for the Sidewalk Improvements on Dixon Blvd, and Forrest Ave, FPN 441205-1-62-02.

Section 2. The City Council authorizes the City Manager to make, execute, and deliver to the State of Florida Department of Transportation the Three Party Escrow Agreement for the Sidewalk Improvements on Dixon Blvd, and Forrest Ave, FPN 441205-1-62-02.

Section 3. All resolution or parts of resolutions in conflict herewith are repealed to the extent of the conflict.

Section 4. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 27th day of October, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-693

File ID:	20-693	**Type:**	Ordinance	**Status:**	City Business
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	10/05/2020
Subject:				**Final Action:**	

Title: Ordinance No. 18-2020/1st 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.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Ordinance No. 18-2020 Police Pension Ordinance IRS Changes ADA (10-13-20).docx, Memo re SECURE Act 2.20.20 (01252367xBA9D6).pdf, 2020.10.22, No Impact Letter, Cocoa General.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

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) <u>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.</u>

* * * * *

<u>SECTION 3</u>: 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) <u>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;</u> or the calendar year in which the member terminates employment with the city.

* * * * *

<u>SECTION 4</u>: 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) <u>for members who attain age seventy and one-half (70½) before January 1, 2020, and age seventy-two (72) for members who attain age</u>

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 _____, 2020.

_____
Mayor

ATTEST:

_____
Carie Shealy, City Clerk

1ST READING: October 27, 2020

2ND READING AND ADOPTION: _____

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

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-705

File ID:	20-705	**Type:**	Contract	**Status:**	City Business
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	10/08/2020
Subject:				**Final Action:**	

Title: To Approve the Request for Qualifications (RFQ) Review Committee Recommendation of Three (3) Short-Listed Companies for RFQ Q-20-18-COC, General Contractor - Utility Systems; To Award RFQ Q-20-18-COC, General Contractor - Utility Systems to Atlantic Development of Cocoa, Inc., Danus Utilities, Inc. and Southern Underground Industries, Inc. as the City of Cocoa Utilities General Construction Contractors for Various Work Categories; To Authorize the City Manager to Negotiate and Execute the Agreement for Utilities General Construction Contractor with the Three Recommended Utility Contractors

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	RFQ Summary.pdf, B-20-10-COC ITB Pre-Bid Conference Call.pdf, RFQ Q-20-18-COC Final Results 9.11.20.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	nhernandez@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

BID SUMMARY

To: Utilities
From: Heath Hancher, Purchasing & Contracts Manager
Date: 7/15/20
Re: **RFQ# 20-18-COC: City of Cocoa – General Contractor | Utility Systems**

Bids for the subject offering were opened and evaluated on September 11th at 3:00 p.m. Purchasing published **(80)** notifications to bid, **(0)** supplemental suppliers and received **(07)** responses from **(47)** plan holders for this bid. Of the **(07) respondents** the following were found to be:

THE FOLLOWING EVALUATION DEPICTS IN ORDER BEST QUALIFIED:

1.	**Atlantic Development of Cocoa, Inc.**	**Total Weighted Score:**	**10.00**
2.	**Danus Utilities Inc.**	**Total Weighted Score:**	**10.00**
3.	**Southern Underground Industries, Inc.**	**Total Weighted Score:**	**9.00**
4.	Hinterland Group, Inc.	Total Weighted Score:	8.80
5.	Prime Construction Group, Inc.	Total Weighted Score:	8.50
6.	Cathcart Construction Company, LLC.	Total Weighted Score:	8.00
7.	CDM Trucking, Inc.	Total Weighted Score:	6.90

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guidelines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Execute Form of Agreement
- ➔ Prepare agenda item and prepare contract if necessary, for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal and Agenda
  - Bid Tabulation Sheet
  - Form of agreement
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

Please complete the attached Notice of Award and return to Purchasing & Contracts Division

Manadatory Pre-Bid Conference Call

TELECON DUE TO COVID-19

ITB NAME: Cocoa Village Crosswalk Improvement Project

ITB NUMBER: B-20-10-COC **DATE/TIME: 4/9/2020 10:00 AM**

COMPANY NAME (Please Print)	YOUR NAME (Please Print)	PHONE NUMBER (Please Print)	EMAIL ADDRESS (Please Print)
CITY OF COCOA	Heath Hancher	321-433-8833	hhancher@cocoafl.org
CITY OF COCOA	Bryant Smith	321-433-8771	bsmith@cocoafl.org
CITY OF COCOA	Abigail Morgan	321-433-8771	amorgan@cocoafl.org
Cathcart Construction	John Cathcart	407-341-6465	cathcart01@yahoo.com
Southern Construction & Sight Development LLC	Christina Kephart	386-290-5389	scsdjk@gmail.com

RFQ Q-20-18-COC - Chris Collier 9/11/20

Rating Scale	Weight	Respondent Name													
More than adequate: 8 - 10 *Adequate:* 5 - 7 *Less than adequate:* 1 - 4 *Not covered:* 0		Atlantic		Cathcart		CDM Trucking		Danus		Hinterland		Prime		Southern	
Rating Factor		Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
Company Qualifications	0.10	10	1.00	9	0.90	7	0.70	10	1.00	9	0.90	9	0.90	8	0.80
Project Team Qualifications	0.30	10	3.00	9	2.70	7	2.10	10	3.00	9	2.70	9	2.70	9	2.70
Project Approach	0.20	10	2.00	8	1.60	5	1.00	10	2.00	9	1.80	9	1.80	9	1.80
Project References	0.30	10	3.00	6	1.80	7	2.10	10	3.00	8	2.40	7	2.10	9	2.70
Client References	0.10	10	1.00	10	1.00	10	1.00	10	1.00	10	1.00	10	1.00	10	1.00
	1.00		10.00		8.00		6.90		10.00		8.80		8.50		9.00
	8.30	**Title**	**100.1**	**100.2**	**100.3**	**100.4**	**100.5**	**100.6**	**100.7**	**100.8**	**100.9**	**100.10**	**100.11**	**100.12**	
Atlantic	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Cathcart	X	X	I	I	X	X	X	X	X	X	X	X	X	X	
CDM Trucking	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Danus	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Hinterland	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Prime	X	X	X	X	X	X	X	X	X	X	M	X	X	X	
Southern	X	X	X	X	X	X	X	X	X	X	X	X	X	X	

Chris M. Collier

9/11/20

RFQ Q-20-18-COC Combined Scores - 9/11/20

Rating Scale		Respondent Name																											
More than adequate: 8 - 10 *Adequate:* 5 - 7 *Less than adequate:* 1 - 4 *Not covered:* 0	Weight	Atlantic				Cathcart				CDM Trucking				Danus				Hinterland				Prime (Disqualified due to not submitting section 1.9)				Southern			
Rating Factor		Jack	Katie	Chris	Weighted Score	Jack	Katie	Chris	Weighted Score	Jack	Katie	Chris	Weighted Score	Jack	Katie	Chris	Weighted Score	Jack	Katie	Chris	Weighted Score	Jack	Katie	Chris	Weighted Score	Jack	Katie	Chris	Weighted Score
Company Qualifications	0.10	10	9	10	2.90	7	7	9	2.30	6	5	7	1.80	9	8	10	2.70	8	8	9	2.50	9	9	9	2.70	8	9	8	2.50
Project Team Qualifications	0.30	9	9	10	8.40	9	7	9	7.50	7	5	7	5.70	9	9	10	8.40	9	8	9	7.80	9	8	9	7.80	9	8	9	7.80
Project Approach	0.20	7	7	10	4.80	9	7	8	4.80	7	5	5	3.40	8	8	10	3.60	9	8	9	5.20	10	9	9	5.60	7	8	9	4.80
Project References	0.30	10	9	10	8.70	7	7	6	6.00	6	5	7	5.40	8	8	10	7.80	7	8	8	6.90	10	9	7	7.80	8	9	9	7.80
Client References	0.10	10	10	10	3.00	10	10	10	3.00	10	10	10	3.00	10	10	10	3.00	10	10	10	3.00	10	9	10	2.90	10	10	10	3.00
	1.00				27.80				23.60				19.30				25.50				25.40				26.80				25.90

COMPILED BY:

Chris M. Collier

9/11/20

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-737

File ID:	20-737	**Type:**	Resolution	**Status:**	City Business
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	10/19/2020
Subject:				**Final Action:**	

Title: Approve the Financial Advisors Recommendation to Refinance Outstanding Florida Department of Environmental Protection State Revolving Loans as Listed in This Agenda Item through Private Placement of a SunTrust now Truist Bank Loan, not to Exceed $13,793,000 and Related Costs and Approve a Direct Prepayment of State Revolving Fund Loan #DW517060.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	RFP Recap of Responses.pdf, FA Recommendation Letter Cocoa 10-20-20.pdf, Estimated Final Closing Documents as of 102020.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	lhowell@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

City of Cocoa, Florida
Summary of SRF Refunding RFP's
October 19, 2020

Name of Respondent	CenterState	Pinnacle Bank BankUnited	Raymond James
Contact Name	Eric Wiesman	Blair Swain (Covid 19 Certificate)	Cord King
Email	ewiesman@centerstatebank.com	bswain@bankunited.com	cord.king@raymondjames.com
Contact Phone Number Mobile Office	 (610) 217-1658 (386) 947-5418	 (480) 419-3634 -----	 (727) 215-5226 (727-567-2055
Amount (Not-to-Exceed)	$13,781,000	$13,781,000	$13,781,000
Call provisions:	Anytime	Non-Callable	None W/O Consent
Prepayment Penalty	0	0	TBD
Interest Rate Quoted (NBQ)	1.83% (Fixed)	2.00% (Fixed)	1.59% (OID of 25 bps)
Day Count Basis	30/360	N/A	30/360
P&I Payment Dates	3/15 and 9/15	3/15 and 9/15	3/15 and 9/15
Rate Held Until	11/12/2020	11/16/2020	11/12/2020
Bank Counsel	Peter Dame (904) 673-1694	Chapman & Cutler N/A	GrayRobinson (813) 273-5070
Bank Counsel Fee	$5,000	$7,500	$8,500
Contingent of Closing	N/A	N/A	N/A
Other Terms and Conditions			
Late Fee	5.00%	N/A	N/A
Events of Default	Yes	Yes	Yes
Default Rate	+ 3.00%	6.00%-7.00%	"Greater of Test"
Governing Law	Florida	N/A	N/A
Tax Gross-Up (Caused only by City)	Yes	Yes	Yes
Binding Proposal	No	No	No
Waiver of Jury Trial	N/A	N/A	Yes
ABT - Rate Covenant	1.25x	1.25x	1.25x
Cross Default	N/A	N/A	No
Taxable Rate	N/A	2.53%	2.16%
Assignable	N/A	Yes	N/A

City of Cocoa, Florida
Summary of SRF Refunding RFP's
October 19, 2020

Name of Respondent	Synovus	Truist Bank
Contact Name	LeeAnn Kirwin	Brian Orth (Annex 1 and 2)
Email	leeannkirwin@synovus.com	brian.orth@suntrust.com
Contact Phone Number Mobile Office	(239) 552-1879	(407) 237-6764 (303) 263-9205
Amount (Not-to-Exceed)	$13,781,000	$13,781,000
Call provisions:	Anytime	Make Whole
Prepayment Penalty	0	Make Whole
Interest Rate Quoted (NBQ)	2.45% (Formula)	1.21 % (Fixed)
Day Count Basis	30/360	30/360
P&I Payment Dates	3/15 and 9/15	3/15 and 9/15 (Auto Debit)
Rate Held Until	11/30/2020	11/12/2020
Bank Counsel	Greenspoon Marder N/A	Holland & Knight N/A
Bank Counsel Fee	$7,500	$8,000
Contingent of Closing	N/A	N/A
Other Terms and Conditions		
Late Fee	N/A	N/A
Events of Default	Yes	Yes (Acceleration)
Default Rate	"Lesser of Test"	Prime + 5.00%
Governing Law	N/A	Florida
Tax Gross-Up (Caused only by City)	Yes	Yes (?)
Binding Proposal	No	No
Waiver of Jury Trial	Yes	Yes
ABT - Rate Covenant	1.25x	1.25x
Cross Default	Yes	N/A
Taxable Rate	N/A	N/A
Assignable	N/A	N/A

October 20, 2020

Rebecca Bowman, CGFO
Finance Director
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Re: RFP Response Letter of Recommendation

Dear Ms. Bowman,

The City of Cocoa, Florida distributed an RFP on October 1, 2020 to solicit responses from banking institutions to refund all of the City's State Revolving Fund (SRF) loans for savings. Responses were due on October 16, 2020 and five (5) banking institutions responded.

1. CenterState Bank
2. Pinnacle (BankUnited)
3. Raymond James Capital Funding, Inc.
4. Synovus Bank
5. Truist Bank (formerly SunTrust Bank and BB&T)

Attached is a summary matrix highlighting the pertinent information from each response. Based on the rates of interest quoted, Truist Bank offered the best rate of 1.21%. This rate is fixed until the final maturity date of the existing loans which is September 15, 2030. In order to keep this rate, the Loan must close no later than November 12, 2020, the scheduled closing date.

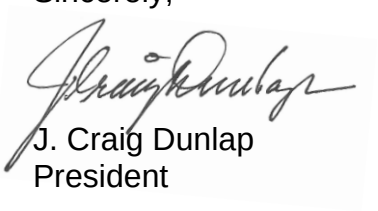
Based on the rate of 1.21% and confirmation of final pay-off amounts, the gross savings are $784,580, the Present Value Savings are $773,503 and represent 5.67% of refunding par amount of SRF Loans being refunded.

Bond Counsel, Bryant Miller Olive and the City Attorney have been provided a copy of the five (5) responses and need to confirm that the Terms, Conditions and Covenants are consistent with the City's Water and Sewer Master Bond Resolution/Composite Resolution. This Series 2020 Loan will be on a "parity" basis with the existing Water and Sewer Bonds which are outstanding.

Based on the summary matrix and the rate of 1.21% offered by Truist Bank, we would recommend that this Series 2020 Loan be awarded to Truist Bank, subject to confirmation of Bond Counsel and City Attorney as to the legality of the Terms and Conditions.

If you have any questions, please feel free to call me at (407) 493-9393.

Sincerely,



J. Craig Dunlap
President

cc: Stockton Whitten, City Manager
Matt Fuhrer, Assistant City Manager
BMO, Ken Artin and Rhonda Bond Collins
Anthony A. Garganese, City Attorney

SOURCES AND USES OF FUNDS

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

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

Sources:	
Bond Proceeds:	
Par Amount	13,793,000.00
	13,793,000.00

Uses:	
Refunding Escrow Deposits:	
Cash Deposit	13,720,990.16
Cost of Issuance:	
Bank Counsel	8,000.00
Bond Counsel	25,000.00
Bond Counsel Expenses	2,500.00
Financial Advisor	17,500.00
City Attorney	17,000.00
Misc.	2,009.84
	72,009.84
	13,793,000.00

SUMMARY OF REFUNDING RESULTS

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

Dated Date	11/12/2020
Delivery Date	11/12/2020
Arbitrage yield	1.210099%
Escrow yield	
Value of Negative Arbitrage	
Bond Par Amount	13,793,000.00
True Interest Cost	1.210099%
Net Interest Cost	1.210000%
Average Coupon	1.210000%
Average Life	4.133
Par amount of refunded bonds	13,651,779.34
Average coupon of refunded bonds	2.806922%
Average life of refunded bonds	4.035
PV of prior debt to 11/12/2020 @ 1.210099%	14,566,502.88
Net PV Savings	773,502.88
Percentage savings of refunded bonds	5.665949%
Percentage savings of refunding bonds	5.607938%

SUMMARY OF BONDS REFUNDED

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
DW 0517010, 0517010:					
BOND	01/15/2021	3.230%	171,951.82	11/12/2020	100.000
	07/15/2021	3.230%	174,720.08	11/12/2020	100.000
	01/15/2022	3.230%	177,532.73	11/12/2020	100.000
			524,204.63		
DW 0517020, 0517020:					
BOND	02/15/2021	2.930%	132,403.71	11/12/2020	100.000
	08/15/2021	2.930%	134,336.75	11/12/2020	100.000
	02/15/2022	2.930%	136,298.01	11/12/2020	100.000
	08/15/2022	2.930%	138,287.93	11/12/2020	100.000
	02/15/2023	2.930%	140,306.89	11/12/2020	100.000
	08/15/2023	2.930%	142,355.34	11/12/2020	100.000
	02/15/2024	2.930%	144,433.63	11/12/2020	100.000
			968,422.26		
SRF# DW0517030 (Estimated 2.77%), 051703:					
BOND	02/15/2021	2.770%	296,751.45	11/12/2020	100.000
	08/15/2021	2.770%	300,834.64	11/12/2020	100.000
	02/15/2022	2.770%	304,974.14	11/12/2020	100.000
	08/15/2022	2.770%	309,170.72	11/12/2020	100.000
	02/15/2023	2.770%	313,425.18	11/12/2020	100.000
	08/15/2023	2.770%	317,738.33	11/12/2020	100.000
	02/15/2024	2.770%	322,110.97	11/12/2020	100.000
	08/15/2024	2.770%	326,543.91	11/12/2020	100.000
	02/15/2025	2.770%	331,038.06	11/12/2020	100.000
			2,822,587.40		
SRF# DW 0517050 (2.77%), 051705:					
BOND	04/15/2021	2.770%	85,053.60	11/12/2020	100.000
	10/15/2021	2.770%	86,231.60	11/12/2020	100.000
	04/15/2022	2.770%	87,425.90	11/12/2020	100.000
	10/15/2022	2.770%	88,636.75	11/12/2020	100.000
	04/15/2023	2.770%	89,864.37	11/12/2020	100.000
	10/15/2023	2.770%	91,108.99	11/12/2020	100.000
	04/15/2024	2.770%	92,370.85	11/12/2020	100.000
	10/15/2024	2.770%	93,650.19	11/12/2020	100.000
	04/15/2025	2.770%	94,947.24	11/12/2020	100.000
	10/15/2025	2.770%	96,262.26	11/12/2020	100.000
	04/15/2026	2.770%	97,595.50	11/12/2020	100.000
	10/15/2026	2.770%	98,947.19	11/12/2020	100.000
	04/15/2027	2.770%	100,317.61	11/12/2020	100.000
	10/15/2027	2.770%	101,707.01	11/12/2020	100.000
	04/15/2028	2.770%	103,115.65	11/12/2020	100.000
	10/15/2028	2.770%	104,543.81	11/12/2020	100.000
	04/15/2029	2.770%	105,991.74	11/12/2020	100.000
	10/15/2029	2.770%	107,459.72	11/12/2020	100.000
	04/15/2030	2.770%	108,948.05	11/12/2020	100.000
			1,834,178.03		
SRF# DW 0517050 (2.84%), 051705B:					
BOND	04/15/2021	2.840%	79,702.25	11/12/2020	100.000
	10/15/2021	2.840%	80,834.02	11/12/2020	100.000

SUMMARY OF BONDS REFUNDED

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
SRF# DW 0517050 (2.84%), 051705B:					
BOND	04/15/2022	2.840%	81,981.87	11/12/2020	100.000
	10/15/2022	2.840%	83,146.01	11/12/2020	100.000
	04/15/2023	2.840%	84,326.68	11/12/2020	100.000
	10/15/2023	2.840%	85,524.12	11/12/2020	100.000
	04/15/2024	2.840%	86,738.56	11/12/2020	100.000
	10/15/2024	2.840%	87,970.25	11/12/2020	100.000
	04/15/2025	2.840%	89,219.43	11/12/2020	100.000
	10/15/2025	2.840%	90,486.34	11/12/2020	100.000
	04/15/2026	2.840%	91,771.25	11/12/2020	100.000
	10/15/2026	2.840%	93,074.40	11/12/2020	100.000
	04/15/2027	2.840%	94,396.06	11/12/2020	100.000
	10/15/2027	2.840%	95,736.48	11/12/2020	100.000
	04/15/2028	2.840%	97,095.94	11/12/2020	100.000
	10/15/2028	2.840%	98,474.70	11/12/2020	100.000
	04/15/2029	2.840%	99,873.04	11/12/2020	100.000
	10/15/2029	2.840%	101,291.24	11/12/2020	100.000
	04/15/2030	2.840%	102,729.78	11/12/2020	100.000
			1,724,372.42		
WWG 12081202P, 81202P:					
BOND	12/15/2020	1.940%	88,693.31	11/12/2020	100.000
	06/15/2021	1.940%	89,552.22	11/12/2020	100.000
	12/15/2021	1.940%	90,419.46	11/12/2020	100.000
	06/15/2022	1.940%	91,295.11	11/12/2020	100.000
	12/15/2022	1.940%	92,179.25	11/12/2020	100.000
	06/15/2023	1.940%	93,071.96	11/12/2020	100.000
	12/15/2023	1.940%	93,973.33	11/12/2020	100.000
	06/15/2024	1.940%	94,883.44	11/12/2020	100.000
	12/15/2024	1.940%	95,802.37	11/12/2020	100.000
	06/15/2025	1.940%	96,730.18	11/12/2020	100.000
			926,600.63		
SRF# WW812030 (2.92%), 812030:					
BOND	04/15/2021	2.920%	179,790.11	11/12/2020	100.000
	10/15/2021	2.920%	151,977.04	11/12/2020	100.000
	04/15/2022	2.920%	154,195.91	11/12/2020	100.000
	10/15/2022	2.920%	156,447.17	11/12/2020	100.000
	04/15/2023	2.920%	158,731.30	11/12/2020	100.000
	10/15/2023	2.920%	161,048.77	11/12/2020	100.000
	04/15/2024	2.920%	163,400.08	11/12/2020	100.000
	10/15/2024	2.920%	165,785.73	11/12/2020	100.000
	04/15/2025	2.920%	168,206.20	11/12/2020	100.000
	10/15/2025	2.920%	170,662.01	11/12/2020	100.000
	04/15/2026	2.920%	173,153.67	11/12/2020	100.000
	10/15/2026	2.920%	175,681.72	11/12/2020	100.000
	04/15/2027	2.920%	178,246.67	11/12/2020	100.000
	10/15/2027	2.920%	180,849.07	11/12/2020	100.000
	04/15/2028	2.920%	183,489.47	11/12/2020	100.000
	10/15/2028	2.920%	186,168.41	11/12/2020	100.000
	04/15/2029	2.920%	188,886.47	11/12/2020	100.000
	10/15/2029	2.920%	191,644.22	11/12/2020	100.000
	04/15/2030	2.920%	194,442.22	11/12/2020	100.000

SUMMARY OF BONDS REFUNDED

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
SRF# WW812030 (2.92%), 812030:					
BOND	10/15/2030	2.920%	197,280.98	11/12/2020	100.000
			3,480,087.22		
SRF # DW 0517040 (Variable Assumes 2.77%), V051704:					
BOND	12/15/2020	2.770%	56,712.55	11/12/2020	100.000
	06/15/2021	2.770%	57,498.02	11/12/2020	100.000
	12/15/2021	2.770%	58,294.37	11/12/2020	100.000
	06/15/2022	2.770%	59,101.75	11/12/2020	100.000
	12/15/2022	2.770%	59,920.31	11/12/2020	100.000
	06/15/2023	2.770%	60,750.20	11/12/2020	100.000
	12/15/2023	2.770%	61,591.59	11/12/2020	100.000
	06/15/2024	2.770%	62,444.64	11/12/2020	100.000
	12/15/2024	2.770%	63,309.50	11/12/2020	100.000
	06/15/2025	2.770%	64,186.33	11/12/2020	100.000
	12/15/2025	2.770%	65,075.31	11/12/2020	100.000
	06/15/2026	2.770%	65,976.61	11/12/2020	100.000
	12/15/2026	2.770%	66,890.38	11/12/2020	100.000
	06/15/2027	2.770%	67,816.81	11/12/2020	100.000
	12/15/2027	2.770%	68,756.08	11/12/2020	100.000
	06/15/2028	2.770%	69,708.35	11/12/2020	100.000
	12/15/2028	2.770%	70,673.81	11/12/2020	100.000
	06/15/2029	2.770%	71,652.64	11/12/2020	100.000
	12/15/2029	2.770%	72,645.03	11/12/2020	100.000
	06/15/2030	2.770%	73,651.16	11/12/2020	100.000
	12/15/2030	2.770%	74,671.31	11/12/2020	100.000
			1,371,326.75		
			13,651,779.34		

SAVINGS

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 11/12/2020 @ 1.2100990%
03/15/2021	836,239.86	864,022.56	-27,782.70	-26,301.90
03/15/2022	2,532,399.45	2,476,088.40	56,311.05	62,624.64
03/15/2023	2,141,010.29	2,084,050.95	56,959.34	61,564.13
03/15/2024	2,140,865.11	2,084,250.25	56,614.86	60,493.62
03/15/2025	1,847,639.91	1,799,030.35	48,609.56	51,875.68
03/15/2026	1,078,692.69	932,747.25	145,945.44	142,163.22
03/15/2027	981,024.24	933,123.45	47,900.79	48,808.96
03/15/2028	981,024.23	932,378.65	48,645.58	48,912.83
03/15/2029	981,024.24	932,494.70	48,529.54	48,212.69
03/15/2030	981,024.24	933,483.70	47,540.54	46,748.17
03/15/2031	766,379.12	511,073.40	255,305.72	228,400.86
	15,267,323.38	14,482,743.66	784,579.72	773,502.88

Savings Summary

PV of savings from cash flow	773,502.88
Net PV Savings	773,502.88

PRIOR BOND DEBT SERVICE

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/15/2020	145,405.86	** %	27,980.90	173,386.76	
01/15/2021	171,951.82	3.230%	8,465.90	180,417.72	
02/15/2021	429,155.16	** %	53,280.22	482,435.38	
03/15/2021					836,239.86
04/15/2021	344,545.96	** %	100,698.73	445,244.69	
06/15/2021	147,050.24	** %	26,335.11	173,385.35	
07/15/2021	174,720.08	3.230%	5,688.88	180,408.96	
08/15/2021	435,171.39	** %	47,230.50	482,401.89	
10/15/2021	319,042.66	** %	95,764.03	414,806.69	
12/15/2021	148,713.83	** %	24,670.10	173,383.93	
01/15/2022	177,532.73	3.230%	2,867.15	180,399.88	
02/15/2022	441,272.15	** %	41,095.91	482,368.06	
03/15/2022					2,532,399.45
04/15/2022	323,603.68	** %	91,203.01	414,806.69	
06/15/2022	150,396.86	** %	22,985.66	173,382.52	
08/15/2022	447,458.65	** %	34,875.25	482,333.90	
10/15/2022	328,229.93	** %	86,576.76	414,806.69	
12/15/2022	152,099.56	** %	21,281.54	173,381.10	
02/15/2023	453,732.07	** %	28,567.32	482,299.39	
03/15/2023					2,141,010.29
04/15/2023	332,922.35	** %	81,884.34	414,806.69	
06/15/2023	153,822.16	** %	19,557.50	173,379.66	
08/15/2023	460,093.67	** %	22,170.88	482,264.55	
10/15/2023	337,681.88	** %	77,124.80	414,806.68	
12/15/2023	155,564.92	** %	17,813.31	173,378.23	
02/15/2024	466,544.60	** %	15,684.70	482,229.30	
03/15/2024					2,140,865.11
04/15/2024	342,509.49	** %	72,297.19	414,806.68	
06/15/2024	157,328.08	** %	16,048.73	173,376.81	
08/15/2024	326,543.91	2.770%	9,107.51	335,651.42	
10/15/2024	347,406.17	** %	67,400.52	414,806.69	
12/15/2024	159,111.87	** %	14,263.50	173,375.37	
02/15/2025	331,038.06	2.770%	4,584.88	335,622.94	
03/15/2025					1,847,639.91
04/15/2025	352,372.87	** %	62,433.82	414,806.69	
06/15/2025	160,916.51	** %	12,457.38	173,373.89	
10/15/2025	357,410.61	** %	57,396.07	414,806.68	
12/15/2025	65,075.31	2.770%	10,630.12	75,705.43	
03/15/2026					1,078,692.69
04/15/2026	362,520.42	** %	52,286.27	414,806.69	
06/15/2026	65,976.61	2.770%	9,728.82	75,705.43	
10/15/2026	367,703.31	** %	47,103.38	414,806.69	
12/15/2026	66,890.38	2.770%	8,815.05	75,705.43	
03/15/2027					981,024.24
04/15/2027	372,960.34	** %	41,846.35	414,806.69	
06/15/2027	67,816.81	2.770%	7,888.62	75,705.43	
10/15/2027	378,292.56	** %	36,514.12	414,806.68	
12/15/2027	68,756.08	2.770%	6,949.35	75,705.43	
03/15/2028					981,024.23
04/15/2028	383,701.06	** %	31,105.63	414,806.69	
06/15/2028	69,708.35	2.770%	5,997.08	75,705.43	
10/15/2028	389,186.92	** %	25,619.77	414,806.69	
12/15/2028	70,673.81	2.770%	5,031.62	75,705.43	

PRIOR BOND DEBT SERVICE

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/15/2029					981,024.24
04/15/2029	394,751.25	** %	20,055.44	414,806.69	
06/15/2029	71,652.64	2.770%	4,052.79	75,705.43	
10/15/2029	400,395.18	** %	14,411.51	414,806.69	
12/15/2029	72,645.03	2.770%	3,060.40	75,705.43	
03/15/2030					981,024.24
04/15/2030	406,120.05	** %	8,686.85	414,806.90	
06/15/2030	73,651.16	2.770%	2,054.27	75,705.43	
10/15/2030	197,280.98	2.920%	2,880.30	200,161.28	
12/15/2030	74,671.31	2.770%	1,034.20	75,705.51	
03/15/2031					766,379.12
	13,651,779.34		1,615,544.04	15,267,323.38	15,267,323.38

PRIOR BOND DEBT SERVICE

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

DW 0517010 (0517010)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
01/15/2021	171,951.82	3.230%	8,465.90	180,417.72	
03/15/2021					180,417.72
07/15/2021	174,720.08	3.230%	5,688.88	180,408.96	
01/15/2022	177,532.73	3.230%	2,867.15	180,399.88	
03/15/2022					360,808.84
	524,204.63		17,021.93	541,226.56	541,226.56

PRIOR BOND DEBT SERVICE

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

DW 0517020 (0517020)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/15/2021	132,403.71	2.930%	14,187.39	146,591.10	
03/15/2021					146,591.10
08/15/2021	134,336.75	2.930%	12,247.67	146,584.42	
02/15/2022	136,298.01	2.930%	10,279.64	146,577.65	
03/15/2022					293,162.07
08/15/2022	138,287.93	2.930%	8,282.87	146,570.80	
02/15/2023	140,306.89	2.930%	6,256.95	146,563.84	
03/15/2023					293,134.64
08/15/2023	142,355.34	2.930%	4,201.46	146,556.80	
02/15/2024	144,433.63	2.930%	2,115.95	146,549.58	
03/15/2024					293,106.38
	968,422.26		57,571.93	1,025,994.19	1,025,994.19

PRIOR BOND DEBT SERVICE

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

SRF# DW0517030 (Estimated 2.77%) (051703)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/15/2021	296,751.45	2.770%	39,092.84	335,844.29	
03/15/2021					335,844.29
08/15/2021	300,834.64	2.770%	34,982.83	335,817.47	
02/15/2022	304,974.14	2.770%	30,816.27	335,790.41	
03/15/2022					671,607.88
08/15/2022	309,170.72	2.770%	26,592.38	335,763.10	
02/15/2023	313,425.18	2.770%	22,310.36	335,735.54	
03/15/2023					671,498.64
08/15/2023	317,738.33	2.770%	17,969.42	335,707.75	
02/15/2024	322,110.97	2.770%	13,568.75	335,679.72	
03/15/2024					671,387.47
08/15/2024	326,543.91	2.770%	9,107.51	335,651.42	
02/15/2025	331,038.06	2.770%	4,584.88	335,622.94	
03/15/2025					671,274.36
	2,822,587.40		199,025.24	3,021,612.64	3,021,612.64

PRIOR BOND DEBT SERVICE

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

SRF# DW 0517050 (2.77%) (051705)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/15/2021	85,053.60	2.770%	25,403.37	110,456.97	
10/15/2021	86,231.60	2.770%	24,225.37	110,456.97	
03/15/2022					220,913.94
04/15/2022	87,425.90	2.770%	23,031.07	110,456.97	
10/15/2022	88,636.75	2.770%	21,820.22	110,456.97	
03/15/2023					220,913.94
04/15/2023	89,864.37	2.770%	20,592.60	110,456.97	
10/15/2023	91,108.99	2.770%	19,347.98	110,456.97	
03/15/2024					220,913.94
04/15/2024	92,370.85	2.770%	18,086.12	110,456.97	
10/15/2024	93,650.19	2.770%	16,806.78	110,456.97	
03/15/2025					220,913.94
04/15/2025	94,947.24	2.770%	15,509.73	110,456.97	
10/15/2025	96,262.26	2.770%	14,194.71	110,456.97	
03/15/2026					220,913.94
04/15/2026	97,595.50	2.770%	12,861.47	110,456.97	
10/15/2026	98,947.19	2.770%	11,509.78	110,456.97	
03/15/2027					220,913.94
04/15/2027	100,317.61	2.770%	10,139.36	110,456.97	
10/15/2027	101,707.01	2.770%	8,749.96	110,456.97	
03/15/2028					220,913.94
04/15/2028	103,115.65	2.770%	7,341.32	110,456.97	
10/15/2028	104,543.81	2.770%	5,913.16	110,456.97	
03/15/2029					220,913.94
04/15/2029	105,991.74	2.770%	4,465.23	110,456.97	
10/15/2029	107,459.72	2.770%	2,997.25	110,456.97	
03/15/2030					220,913.94
04/15/2030	108,948.05	2.770%	1,508.93	110,456.98	
03/15/2031					110,456.98
	1,834,178.03		264,504.41	2,098,682.44	2,098,682.44

PRIOR BOND DEBT SERVICE

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

SRF# DW 0517050 (2.84%) (051705B)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/15/2021	79,702.25	2.840%	24,486.09	104,188.34	
10/15/2021	80,834.02	2.840%	23,354.32	104,188.34	
03/15/2022					208,376.68
04/15/2022	81,981.87	2.840%	22,206.47	104,188.34	
10/15/2022	83,146.01	2.840%	21,042.33	104,188.34	
03/15/2023					208,376.68
04/15/2023	84,326.68	2.840%	19,861.66	104,188.34	
10/15/2023	85,524.12	2.840%	18,664.22	104,188.34	
03/15/2024					208,376.68
04/15/2024	86,738.56	2.840%	17,449.78	104,188.34	
10/15/2024	87,970.25	2.840%	16,218.09	104,188.34	
03/15/2025					208,376.68
04/15/2025	89,219.43	2.840%	14,968.91	104,188.34	
10/15/2025	90,486.34	2.840%	13,702.00	104,188.34	
03/15/2026					208,376.68
04/15/2026	91,771.25	2.840%	12,417.09	104,188.34	
10/15/2026	93,074.40	2.840%	11,113.94	104,188.34	
03/15/2027					208,376.68
04/15/2027	94,396.06	2.840%	9,792.28	104,188.34	
10/15/2027	95,736.48	2.840%	8,451.86	104,188.34	
03/15/2028					208,376.68
04/15/2028	97,095.94	2.840%	7,092.40	104,188.34	
10/15/2028	98,474.70	2.840%	5,713.64	104,188.34	
03/15/2029					208,376.68
04/15/2029	99,873.04	2.840%	4,315.30	104,188.34	
10/15/2029	101,291.24	2.840%	2,897.10	104,188.34	
03/15/2030					208,376.68
04/15/2030	102,729.78	2.840%	1,458.76	104,188.54	
03/15/2031					104,188.54
	1,724,372.42		255,206.24	1,979,578.66	1,979,578.66

PRIOR BOND DEBT SERVICE

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

WWG 12081202P (81202P)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/15/2020	88,693.31	1.940%	8,988.03	97,681.34	
03/15/2021					97,681.34
06/15/2021	89,552.22	1.940%	8,127.70	97,679.92	
12/15/2021	90,419.46	1.940%	7,259.04	97,678.50	
03/15/2022					195,358.42
06/15/2022	91,295.11	1.940%	6,381.98	97,677.09	
12/15/2022	92,179.25	1.940%	5,496.41	97,675.66	
03/15/2023					195,352.75
06/15/2023	93,071.96	1.940%	4,602.27	97,674.23	
12/15/2023	93,973.33	1.940%	3,699.48	97,672.81	
03/15/2024					195,347.04
06/15/2024	94,883.44	1.940%	2,787.94	97,671.38	
12/15/2024	95,802.37	1.940%	1,867.57	97,669.94	
03/15/2025					195,341.32
06/15/2025	96,730.18	1.940%	938.28	97,668.46	
03/15/2026					97,668.46
	926,600.63		50,148.70	976,749.33	976,749.33

PRIOR BOND DEBT SERVICE

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

SRF# WW812030 (2.92%) (812030)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/15/2021	179,790.11	2.920%	50,809.27	230,599.38	
10/15/2021	151,977.04	2.920%	48,184.34	200,161.38	
03/15/2022					430,760.76
04/15/2022	154,195.91	2.920%	45,965.47	200,161.38	
10/15/2022	156,447.17	2.920%	43,714.21	200,161.38	
03/15/2023					400,322.76
04/15/2023	158,731.30	2.920%	41,430.08	200,161.38	
10/15/2023	161,048.77	2.920%	39,112.61	200,161.38	
03/15/2024					400,322.76
04/15/2024	163,400.08	2.920%	36,761.30	200,161.38	
10/15/2024	165,785.73	2.920%	34,375.65	200,161.38	
03/15/2025					400,322.76
04/15/2025	168,206.20	2.920%	31,955.18	200,161.38	
10/15/2025	170,662.01	2.920%	29,499.37	200,161.38	
03/15/2026					400,322.76
04/15/2026	173,153.67	2.920%	27,007.71	200,161.38	
10/15/2026	175,681.72	2.920%	24,479.66	200,161.38	
03/15/2027					400,322.76
04/15/2027	178,246.67	2.920%	21,914.71	200,161.38	
10/15/2027	180,849.07	2.920%	19,312.31	200,161.38	
03/15/2028					400,322.76
04/15/2028	183,489.47	2.920%	16,671.91	200,161.38	
10/15/2028	186,168.41	2.920%	13,992.97	200,161.38	
03/15/2029					400,322.76
04/15/2029	188,886.47	2.920%	11,274.91	200,161.38	
10/15/2029	191,644.22	2.920%	8,517.16	200,161.38	
03/15/2030					400,322.76
04/15/2030	194,442.22	2.920%	5,719.16	200,161.38	
10/15/2030	197,280.98	2.920%	2,880.30	200,161.28	
03/15/2031					400,322.66
	3,480,087.22		553,578.28	4,033,665.50	4,033,665.50

PRIOR BOND DEBT SERVICE

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

SRF # DW 0517040 (Variable Assumes 2.77%) (V051704)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/15/2020	56,712.55	2.770%	18,992.88	75,705.43	
03/15/2021					75,705.43
06/15/2021	57,498.02	2.770%	18,207.41	75,705.43	
12/15/2021	58,294.37	2.770%	17,411.06	75,705.43	
03/15/2022					151,410.86
06/15/2022	59,101.75	2.770%	16,603.68	75,705.43	
12/15/2022	59,920.31	2.770%	15,785.12	75,705.43	
03/15/2023					151,410.86
06/15/2023	60,750.20	2.770%	14,955.23	75,705.43	
12/15/2023	61,591.59	2.770%	14,113.84	75,705.43	
03/15/2024					151,410.86
06/15/2024	62,444.64	2.770%	13,260.79	75,705.43	
12/15/2024	63,309.50	2.770%	12,395.93	75,705.43	
03/15/2025					151,410.86
06/15/2025	64,186.33	2.770%	11,519.10	75,705.43	
12/15/2025	65,075.31	2.770%	10,630.12	75,705.43	
03/15/2026					151,410.86
06/15/2026	65,976.61	2.770%	9,728.82	75,705.43	
12/15/2026	66,890.38	2.770%	8,815.05	75,705.43	
03/15/2027					151,410.86
06/15/2027	67,816.81	2.770%	7,888.62	75,705.43	
12/15/2027	68,756.08	2.770%	6,949.35	75,705.43	
03/15/2028					151,410.86
06/15/2028	69,708.35	2.770%	5,997.08	75,705.43	
12/15/2028	70,673.81	2.770%	5,031.62	75,705.43	
03/15/2029					151,410.86
06/15/2029	71,652.64	2.770%	4,052.79	75,705.43	
12/15/2029	72,645.03	2.770%	3,060.40	75,705.43	
03/15/2030					151,410.86
06/15/2030	73,651.16	2.770%	2,054.27	75,705.43	
12/15/2030	74,671.31	2.770%	1,034.20	75,705.51	
03/15/2031					151,410.94
	1,371,326.75		218,487.36	1,589,814.11	1,589,814.11

BOND SUMMARY STATISTICS

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES 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	1.342034%
Average Coupon	1.210000%
Average Life (years)	4.133
Duration of Issue (years)	3.998
Par Amount	13,793,000.00
Bond Proceeds	13,793,000.00
Total Interest	689,743.66
Net Interest	689,743.66
Total Debt Service	14,482,743.66
Maximum Annual Debt Service	2,476,088.40
Average Annual Debt Service	1,471,574.29
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
#517010	535,000.00	100.000	1.210%	0.842
#517020	981,000.00	100.000	1.210%	1.841
#517030	2,854,000.00	100.000	1.210%	2.355
#81202P	939,000.00	100.000	1.210%	2.362
$517050	3,584,000.00	100.000	1.210%	5.174
#517040	1,397,000.00	100.000	1.210%	5.414
#812030	3,503,000.00	100.000	1.210%	5.625
	13,793,000.00			4.133

BOND SUMMARY STATISTICS

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

	TIC	All-In TIC	Arbitrage Yield
Par Value	13,793,000.00	13,793,000.00	13,793,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-72,009.84	
- Other Amounts			
Target Value	13,793,000.00	13,720,990.16	13,793,000.00
Target Date	11/12/2020	11/12/2020	11/12/2020
Yield	1.210099%	1.342034%	1.210099%

BOND DEBT SERVICE

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

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

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/15/2021	807,000	1.210%	57,022.56	864,022.56	864,022.56
09/15/2021	1,164,000	1.210%	78,565.30	1,242,565.30	
03/15/2022	1,162,000	1.210%	71,523.10	1,233,523.10	2,476,088.40
09/15/2022	981,000	1.210%	64,493.00	1,045,493.00	
03/15/2023	980,000	1.210%	58,557.95	1,038,557.95	2,084,050.95
09/15/2023	993,000	1.210%	52,628.95	1,045,628.95	
03/15/2024	992,000	1.210%	46,621.30	1,038,621.30	2,084,250.25
09/15/2024	861,000	1.210%	40,619.70	901,619.70	
03/15/2025	862,000	1.210%	35,410.65	897,410.65	1,799,030.35
09/15/2025	437,000	1.210%	30,195.55	467,195.55	
03/15/2026	438,000	1.210%	27,551.70	465,551.70	932,747.25
09/15/2026	443,000	1.210%	24,901.80	467,901.80	
03/15/2027	443,000	1.210%	22,221.65	465,221.65	933,123.45
09/15/2027	447,000	1.210%	19,541.50	466,541.50	
03/15/2028	449,000	1.210%	16,837.15	465,837.15	932,378.65
09/15/2028	454,000	1.210%	14,120.70	468,120.70	
03/15/2029	453,000	1.210%	11,374.00	464,374.00	932,494.70
09/15/2029	460,000	1.210%	8,633.35	468,633.35	
03/15/2030	459,000	1.210%	5,850.35	464,850.35	933,483.70
09/15/2030	508,000	1.210%	3,073.40	511,073.40	
03/15/2031					511,073.40
	13,793,000		689,743.66	14,482,743.66	14,482,743.66

DETAILED BOND DEBT SERVICE

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

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

#517010 (517010)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/15/2021	178,000	1.210%	2,211.78	180,211.78	180,211.78
09/15/2021	179,000	1.210%	2,159.85	181,159.85	
03/15/2022	178,000	1.210%	1,076.90	179,076.90	360,236.75
	535,000		5,448.53	540,448.53	540,448.53

DETAILED BOND DEBT SERVICE

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

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

#517020 (517020)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/15/2021	144,000	1.210%	4,055.62	148,055.62	148,055.62
09/15/2021	138,000	1.210%	5,063.85	143,063.85	
03/15/2022	138,000	1.210%	4,228.95	142,228.95	285,292.80
09/15/2022	140,000	1.210%	3,394.05	143,394.05	
03/15/2023	139,000	1.210%	2,547.05	141,547.05	284,941.10
09/15/2023	141,000	1.210%	1,706.10	142,706.10	
03/15/2024	141,000	1.210%	853.05	141,853.05	284,559.15
	981,000		21,848.67	1,002,848.67	1,002,848.67

DETAILED BOND DEBT SERVICE

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

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

#517030 (517030)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/15/2021	317,000	1.210%	11,798.91	328,798.91	328,798.91
09/15/2021	312,000	1.210%	15,348.85	327,348.85	
03/15/2022	311,000	1.210%	13,461.25	324,461.25	651,810.10
09/15/2022	315,000	1.210%	11,579.70	326,579.70	
03/15/2023	315,000	1.210%	9,673.95	324,673.95	651,253.65
09/15/2023	319,000	1.210%	7,768.20	326,768.20	
03/15/2024	319,000	1.210%	5,838.25	324,838.25	651,606.45
09/15/2024	323,000	1.210%	3,908.30	326,908.30	
03/15/2025	323,000	1.210%	1,954.15	324,954.15	651,862.45
	2,854,000		81,331.56	2,935,331.56	2,935,331.56

DETAILED BOND DEBT SERVICE

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

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

#517040 (517040)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/15/2021	67,000	1.210%	5,775.43	72,775.43	72,775.43
09/15/2021	63,000	1.210%	8,046.50	71,046.50	
03/15/2022	63,000	1.210%	7,665.35	70,665.35	141,711.85
09/15/2022	63,000	1.210%	7,284.20	70,284.20	
03/15/2023	64,000	1.210%	6,903.05	70,903.05	141,187.25
09/15/2023	64,000	1.210%	6,515.85	70,515.85	
03/15/2024	65,000	1.210%	6,128.65	71,128.65	141,644.50
09/15/2024	65,000	1.210%	5,735.40	70,735.40	
03/15/2025	65,000	1.210%	5,342.15	70,342.15	141,077.55
09/15/2025	66,000	1.210%	4,948.90	70,948.90	
03/15/2026	66,000	1.210%	4,549.60	70,549.60	141,498.50
09/15/2026	67,000	1.210%	4,150.30	71,150.30	
03/15/2027	67,000	1.210%	3,744.95	70,744.95	141,895.25
09/15/2027	67,000	1.210%	3,339.60	70,339.60	
03/15/2028	68,000	1.210%	2,934.25	70,934.25	141,273.85
09/15/2028	69,000	1.210%	2,522.85	71,522.85	
03/15/2029	68,000	1.210%	2,105.40	70,105.40	141,628.25
09/15/2029	70,000	1.210%	1,694.00	71,694.00	
03/15/2030	69,000	1.210%	1,270.50	70,270.50	141,964.50
09/15/2030	141,000	1.210%	853.05	141,853.05	
03/15/2031					141,853.05
	1,397,000		91,509.98	1,488,509.98	1,488,509.98

DETAILED BOND DEBT SERVICE

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

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

$517050 (517050)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/15/2021			14,816.85	14,816.85	14,816.85
09/15/2021	189,000	1.210%	21,683.20	210,683.20	
03/15/2022	190,000	1.210%	20,539.75	210,539.75	421,222.95
09/15/2022	192,000	1.210%	19,390.25	211,390.25	
03/15/2023	192,000	1.210%	18,228.65	210,228.65	421,618.90
09/15/2023	194,000	1.210%	17,067.05	211,067.05	
03/15/2024	194,000	1.210%	15,893.35	209,893.35	420,960.40
09/15/2024	196,000	1.210%	14,719.65	210,719.65	
03/15/2025	197,000	1.210%	13,533.85	210,533.85	421,253.50
09/15/2025	198,000	1.210%	12,342.00	210,342.00	
03/15/2026	200,000	1.210%	11,144.10	211,144.10	421,486.10
09/15/2026	202,000	1.210%	9,934.10	211,934.10	
03/15/2027	201,000	1.210%	8,712.00	209,712.00	421,646.10
09/15/2027	204,000	1.210%	7,495.95	211,495.95	
03/15/2028	204,000	1.210%	6,261.75	210,261.75	421,757.70
09/15/2028	207,000	1.210%	5,027.55	212,027.55	
03/15/2029	206,000	1.210%	3,775.20	209,775.20	421,802.75
09/15/2029	209,000	1.210%	2,528.90	211,528.90	
03/15/2030	209,000	1.210%	1,264.45	210,264.45	421,793.35
	3,584,000		224,358.60	3,808,358.60	3,808,358.60

DETAILED BOND DEBT SERVICE

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

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

#812030 (812030)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/15/2021			14,481.99	14,481.99	14,481.99
09/15/2021	180,000	1.210%	21,193.15	201,193.15	
03/15/2022	179,000	1.210%	20,104.15	199,104.15	400,297.30
09/15/2022	167,000	1.210%	19,021.20	186,021.20	
03/15/2023	166,000	1.210%	18,010.85	184,010.85	370,032.05
09/15/2023	169,000	1.210%	17,006.55	186,006.55	
03/15/2024	168,000	1.210%	15,984.10	183,984.10	369,990.65
09/15/2024	171,000	1.210%	14,967.70	185,967.70	
03/15/2025	170,000	1.210%	13,933.15	183,933.15	369,900.85
09/15/2025	173,000	1.210%	12,904.65	185,904.65	
03/15/2026	172,000	1.210%	11,858.00	183,858.00	369,762.65
09/15/2026	174,000	1.210%	10,817.40	184,817.40	
03/15/2027	175,000	1.210%	9,764.70	184,764.70	369,582.10
09/15/2027	176,000	1.210%	8,705.95	184,705.95	
03/15/2028	177,000	1.210%	7,641.15	184,641.15	369,347.10
09/15/2028	178,000	1.210%	6,570.30	184,570.30	
03/15/2029	179,000	1.210%	5,493.40	184,493.40	369,063.70
09/15/2029	181,000	1.210%	4,410.45	185,410.45	
03/15/2030	181,000	1.210%	3,315.40	184,315.40	369,725.85
09/15/2030	367,000	1.210%	2,220.35	369,220.35	
03/15/2031					369,220.35
	3,503,000		238,404.59	3,741,404.59	3,741,404.59

DETAILED BOND DEBT SERVICE

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

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

#81202P (81202P)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/15/2021	101,000	1.210%	3,881.98	104,881.98	104,881.98
09/15/2021	103,000	1.210%	5,069.90	108,069.90	
03/15/2022	103,000	1.210%	4,446.75	107,446.75	215,516.65
09/15/2022	104,000	1.210%	3,823.60	107,823.60	
03/15/2023	104,000	1.210%	3,194.40	107,194.40	215,018.00
09/15/2023	106,000	1.210%	2,565.20	108,565.20	
03/15/2024	105,000	1.210%	1,923.90	106,923.90	215,489.10
09/15/2024	106,000	1.210%	1,288.65	107,288.65	
03/15/2025	107,000	1.210%	647.35	107,647.35	214,936.00
	939,000		26,841.73	965,841.73	965,841.73

ESCROW REQUIREMENTS

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

DW 0517010 (0517010)

Period Ending	Interest	Principal Redeemed	Total
11/12/2020	5,502.84	524,204.63	529,707.47
	5,502.84	524,204.63	529,707.47

ESCROW REQUIREMENTS

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

DW 0517020 (0517020)

Period Ending	Interest	Principal Redeemed	Total
11/12/2020	6,857.24	968,422.26	975,279.50
	6,857.24	968,422.26	975,279.50

ESCROW REQUIREMENTS

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

SRF# DW0517030 (Estimated 2.77%) (051703)

Period Ending	Interest	Principal Redeemed	Total
11/12/2020	18,894.87	2,822,587.40	2,841,482.27
	18,894.87	2,822,587.40	2,841,482.27

ESCROW REQUIREMENTS

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

SRF# DW 0517050 (2.77%) (051705)

Period Ending	Interest	Principal Redeemed	Total
11/12/2020	3,810.50	1,834,178.03	1,837,988.53
	3,810.50	1,834,178.03	1,837,988.53

ESCROW REQUIREMENTS

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

SRF# DW 0517050 (2.84%) (051705B)

Period Ending	Interest	Principal Redeemed	Total
11/12/2020	3,672.91	1,724,372.42	1,728,045.33
	3,672.91	1,724,372.42	1,728,045.33

ESCROW REQUIREMENTS

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

WWG 12081202P (81202P)

Period Ending	Interest	Principal Redeemed	Total
11/12/2020	7,340.22	926,600.63	933,940.85
	7,340.22	926,600.63	933,940.85

ESCROW REQUIREMENTS

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

SRF# WW812030 (2.92%) (812030)

Period Ending	Interest	Principal Redeemed	Total
11/12/2020	7,621.39	3,480,087.22	3,487,708.61
	7,621.39	3,480,087.22	3,487,708.61

ESCROW REQUIREMENTS

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

SRF # DW 0517040 (Variable Assumes 2.77%) (V051704)

Period Ending	Interest	Principal Redeemed	Total
11/12/2020	15,510.85	1,371,326.75	1,386,837.60
	15,510.85	1,371,326.75	1,386,837.60

ESCROW REQUIREMENTS

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

Period Ending	Interest	Principal Redeemed	Total
11/12/2020	69,210.82	13,651,779.34	13,720,990.16
	69,210.82	13,651,779.34	13,720,990.16

FORM 8038 STATISTICS

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

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

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
#517010:						
	03/15/2021	178,000.00	1.210%	100.000	178,000.00	178,000.00
	09/15/2021	179,000.00	1.210%	100.000	179,000.00	179,000.00
	03/15/2022	178,000.00	1.210%	100.000	178,000.00	178,000.00
#517020:						
	03/15/2021	144,000.00	1.210%	100.000	144,000.00	144,000.00
	09/15/2021	138,000.00	1.210%	100.000	138,000.00	138,000.00
	03/15/2022	138,000.00	1.210%	100.000	138,000.00	138,000.00
	09/15/2022	140,000.00	1.210%	100.000	140,000.00	140,000.00
	03/15/2023	139,000.00	1.210%	100.000	139,000.00	139,000.00
	09/15/2023	141,000.00	1.210%	100.000	141,000.00	141,000.00
	03/15/2024	141,000.00	1.210%	100.000	141,000.00	141,000.00
#517030:						
	03/15/2021	317,000.00	1.210%	100.000	317,000.00	317,000.00
	09/15/2021	312,000.00	1.210%	100.000	312,000.00	312,000.00
	03/15/2022	311,000.00	1.210%	100.000	311,000.00	311,000.00
	09/15/2022	315,000.00	1.210%	100.000	315,000.00	315,000.00
	03/15/2023	315,000.00	1.210%	100.000	315,000.00	315,000.00
	09/15/2023	319,000.00	1.210%	100.000	319,000.00	319,000.00
	03/15/2024	319,000.00	1.210%	100.000	319,000.00	319,000.00
	09/15/2024	323,000.00	1.210%	100.000	323,000.00	323,000.00
	03/15/2025	323,000.00	1.210%	100.000	323,000.00	323,000.00
#517040:						
	03/15/2021	67,000.00	1.210%	100.000	67,000.00	67,000.00
	09/15/2021	63,000.00	1.210%	100.000	63,000.00	63,000.00
	03/15/2022	63,000.00	1.210%	100.000	63,000.00	63,000.00
	09/15/2022	63,000.00	1.210%	100.000	63,000.00	63,000.00
	03/15/2023	64,000.00	1.210%	100.000	64,000.00	64,000.00
	09/15/2023	64,000.00	1.210%	100.000	64,000.00	64,000.00
	03/15/2024	65,000.00	1.210%	100.000	65,000.00	65,000.00
	09/15/2024	65,000.00	1.210%	100.000	65,000.00	65,000.00
	03/15/2025	65,000.00	1.210%	100.000	65,000.00	65,000.00
	09/15/2025	66,000.00	1.210%	100.000	66,000.00	66,000.00
	03/15/2026	66,000.00	1.210%	100.000	66,000.00	66,000.00
	09/15/2026	67,000.00	1.210%	100.000	67,000.00	67,000.00
	03/15/2027	67,000.00	1.210%	100.000	67,000.00	67,000.00
	09/15/2027	67,000.00	1.210%	100.000	67,000.00	67,000.00
	03/15/2028	68,000.00	1.210%	100.000	68,000.00	68,000.00
	09/15/2028	69,000.00	1.210%	100.000	69,000.00	69,000.00
	03/15/2029	68,000.00	1.210%	100.000	68,000.00	68,000.00
	09/15/2029	70,000.00	1.210%	100.000	70,000.00	70,000.00
	03/15/2030	69,000.00	1.210%	100.000	69,000.00	69,000.00
	09/15/2030	141,000.00	1.210%	100.000	141,000.00	141,000.00
$517050:						
	03/15/2021		1.210%	100.000		

FORM 8038 STATISTICS

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
$517050:						
	09/15/2021	189,000.00	1.210%	100.000	189,000.00	189,000.00
	03/15/2022	190,000.00	1.210%	100.000	190,000.00	190,000.00
	09/15/2022	192,000.00	1.210%	100.000	192,000.00	192,000.00
	03/15/2023	192,000.00	1.210%	100.000	192,000.00	192,000.00
	09/15/2023	194,000.00	1.210%	100.000	194,000.00	194,000.00
	03/15/2024	194,000.00	1.210%	100.000	194,000.00	194,000.00
	09/15/2024	196,000.00	1.210%	100.000	196,000.00	196,000.00
	03/15/2025	197,000.00	1.210%	100.000	197,000.00	197,000.00
	09/15/2025	198,000.00	1.210%	100.000	198,000.00	198,000.00
	03/15/2026	200,000.00	1.210%	100.000	200,000.00	200,000.00
	09/15/2026	202,000.00	1.210%	100.000	202,000.00	202,000.00
	03/15/2027	201,000.00	1.210%	100.000	201,000.00	201,000.00
	09/15/2027	204,000.00	1.210%	100.000	204,000.00	204,000.00
	03/15/2028	204,000.00	1.210%	100.000	204,000.00	204,000.00
	09/15/2028	207,000.00	1.210%	100.000	207,000.00	207,000.00
	03/15/2029	206,000.00	1.210%	100.000	206,000.00	206,000.00
	09/15/2029	209,000.00	1.210%	100.000	209,000.00	209,000.00
	03/15/2030	209,000.00	1.210%	100.000	209,000.00	209,000.00
#812030:						
	03/15/2021		1.210%	100.000		
	09/15/2021	180,000.00	1.210%	100.000	180,000.00	180,000.00
	03/15/2022	179,000.00	1.210%	100.000	179,000.00	179,000.00
	09/15/2022	167,000.00	1.210%	100.000	167,000.00	167,000.00
	03/15/2023	166,000.00	1.210%	100.000	166,000.00	166,000.00
	09/15/2023	169,000.00	1.210%	100.000	169,000.00	169,000.00
	03/15/2024	168,000.00	1.210%	100.000	168,000.00	168,000.00
	09/15/2024	171,000.00	1.210%	100.000	171,000.00	171,000.00
	03/15/2025	170,000.00	1.210%	100.000	170,000.00	170,000.00
	09/15/2025	173,000.00	1.210%	100.000	173,000.00	173,000.00
	03/15/2026	172,000.00	1.210%	100.000	172,000.00	172,000.00
	09/15/2026	174,000.00	1.210%	100.000	174,000.00	174,000.00
	03/15/2027	175,000.00	1.210%	100.000	175,000.00	175,000.00
	09/15/2027	176,000.00	1.210%	100.000	176,000.00	176,000.00
	03/15/2028	177,000.00	1.210%	100.000	177,000.00	177,000.00
	09/15/2028	178,000.00	1.210%	100.000	178,000.00	178,000.00
	03/15/2029	179,000.00	1.210%	100.000	179,000.00	179,000.00
	09/15/2029	181,000.00	1.210%	100.000	181,000.00	181,000.00
	03/15/2030	181,000.00	1.210%	100.000	181,000.00	181,000.00
	09/15/2030	367,000.00	1.210%	100.000	367,000.00	367,000.00
#81202P:						
	03/15/2021	101,000.00	1.210%	100.000	101,000.00	101,000.00
	09/15/2021	103,000.00	1.210%	100.000	103,000.00	103,000.00
	03/15/2022	103,000.00	1.210%	100.000	103,000.00	103,000.00
	09/15/2022	104,000.00	1.210%	100.000	104,000.00	104,000.00
	03/15/2023	104,000.00	1.210%	100.000	104,000.00	104,000.00

FORM 8038 STATISTICS

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
#81202P:						
	09/15/2023	106,000.00	1.210%	100.000	106,000.00	106,000.00
	03/15/2024	105,000.00	1.210%	100.000	105,000.00	105,000.00
	09/15/2024	106,000.00	1.210%	100.000	106,000.00	106,000.00
	03/15/2025	107,000.00	1.210%	100.000	107,000.00	107,000.00
		13,793,000.00			13,793,000.00	13,793,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	09/15/2030	1.210%	508,000.00	508,000.00		
Entire Issue			13,793,000.00	13,793,000.00	4.1328	1.2101%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	72,009.84
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to currently refund prior issues	13,720,990.16
Proceeds used to advance refund prior issues	0.00
Remaining weighted average maturity of the bonds to be currently refunded	4.0354
Remaining weighted average maturity of the bonds to be advance refunded	0.0000

FORM 8038 STATISTICS

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

Refunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
DW 0517010:					
BOND	01/15/2021	171,951.82	3.230%	100.000	171,951.82
BOND	07/15/2021	174,720.08	3.230%	100.000	174,720.08
BOND	01/15/2022	177,532.73	3.230%	100.000	177,532.73
		524,204.63			524,204.63
DW 0517020:					
BOND	02/15/2021	132,403.71	2.930%	100.000	132,403.71
BOND	08/15/2021	134,336.75	2.930%	100.000	134,336.75
BOND	02/15/2022	136,298.01	2.930%	100.000	136,298.01
BOND	08/15/2022	138,287.93	2.930%	100.000	138,287.93
BOND	02/15/2023	140,306.89	2.930%	100.000	140,306.89
BOND	08/15/2023	142,355.34	2.930%	100.000	142,355.34
BOND	02/15/2024	144,433.63	2.930%	100.000	144,433.63
		968,422.26			968,422.26
SRF# DW0517030 (Estimated 2.77%):					
BOND	02/15/2021	296,751.45	2.770%	100.000	296,751.45
BOND	08/15/2021	300,834.64	2.770%	100.000	300,834.64
BOND	02/15/2022	304,974.14	2.770%	100.000	304,974.14
BOND	08/15/2022	309,170.72	2.770%	100.000	309,170.72
BOND	02/15/2023	313,425.18	2.770%	100.000	313,425.18
BOND	08/15/2023	317,738.33	2.770%	100.000	317,738.33
BOND	02/15/2024	322,110.97	2.770%	100.000	322,110.97
BOND	08/15/2024	326,543.91	2.770%	100.000	326,543.91
BOND	02/15/2025	331,038.06	2.770%	100.000	331,038.06
		2,822,587.40			2,822,587.40
SRF# DW 0517050 (2.77%):					
BOND	04/15/2021	85,053.60	2.770%	100.000	85,053.60
BOND	10/15/2021	86,231.60	2.770%	100.000	86,231.60
BOND	04/15/2022	87,425.90	2.770%	100.000	87,425.90
BOND	10/15/2022	88,636.75	2.770%	100.000	88,636.75
BOND	04/15/2023	89,864.37	2.770%	100.000	89,864.37
BOND	10/15/2023	91,108.99	2.770%	100.000	91,108.99
BOND	04/15/2024	92,370.85	2.770%	100.000	92,370.85
BOND	10/15/2024	93,650.19	2.770%	100.000	93,650.19
BOND	04/15/2025	94,947.24	2.770%	100.000	94,947.24
BOND	10/15/2025	96,262.26	2.770%	100.000	96,262.26
BOND	04/15/2026	97,595.50	2.770%	100.000	97,595.50
BOND	10/15/2026	98,947.19	2.770%	100.000	98,947.19
BOND	04/15/2027	100,317.61	2.770%	100.000	100,317.61
BOND	10/15/2027	101,707.01	2.770%	100.000	101,707.01
BOND	04/15/2028	103,115.65	2.770%	100.000	103,115.65
BOND	10/15/2028	104,543.81	2.770%	100.000	104,543.81
BOND	04/15/2029	105,991.74	2.770%	100.000	105,991.74
BOND	10/15/2029	107,459.72	2.770%	100.000	107,459.72
BOND	04/15/2030	108,948.05	2.770%	100.000	108,948.05
		1,834,178.03			1,834,178.03

FORM 8038 STATISTICS

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

Refunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
SRF# DW 0517050 (2.84%):					
BOND	04/15/2021	79,702.25	2.840%	100.000	79,702.25
BOND	10/15/2021	80,834.02	2.840%	100.000	80,834.02
BOND	04/15/2022	81,981.87	2.840%	100.000	81,981.87
BOND	10/15/2022	83,146.01	2.840%	100.000	83,146.01
BOND	04/15/2023	84,326.68	2.840%	100.000	84,326.68
BOND	10/15/2023	85,524.12	2.840%	100.000	85,524.12
BOND	04/15/2024	86,738.56	2.840%	100.000	86,738.56
BOND	10/15/2024	87,970.25	2.840%	100.000	87,970.25
BOND	04/15/2025	89,219.43	2.840%	100.000	89,219.43
BOND	10/15/2025	90,486.34	2.840%	100.000	90,486.34
BOND	04/15/2026	91,771.25	2.840%	100.000	91,771.25
BOND	10/15/2026	93,074.40	2.840%	100.000	93,074.40
BOND	04/15/2027	94,396.06	2.840%	100.000	94,396.06
BOND	10/15/2027	95,736.48	2.840%	100.000	95,736.48
BOND	04/15/2028	97,095.94	2.840%	100.000	97,095.94
BOND	10/15/2028	98,474.70	2.840%	100.000	98,474.70
BOND	04/15/2029	99,873.04	2.840%	100.000	99,873.04
BOND	10/15/2029	101,291.24	2.840%	100.000	101,291.24
BOND	04/15/2030	102,729.78	2.840%	100.000	102,729.78
		1,724,372.42			1,724,372.42
WWG 12081202P:					
BOND	12/15/2020	88,693.31	1.940%	100.000	88,693.31
BOND	06/15/2021	89,552.22	1.940%	100.000	89,552.22
BOND	12/15/2021	90,419.46	1.940%	100.000	90,419.46
BOND	06/15/2022	91,295.11	1.940%	100.000	91,295.11
BOND	12/15/2022	92,179.25	1.940%	100.000	92,179.25
BOND	06/15/2023	93,071.96	1.940%	100.000	93,071.96
BOND	12/15/2023	93,973.33	1.940%	100.000	93,973.33
BOND	06/15/2024	94,883.44	1.940%	100.000	94,883.44
BOND	12/15/2024	95,802.37	1.940%	100.000	95,802.37
BOND	06/15/2025	96,730.18	1.940%	100.000	96,730.18
		926,600.63			926,600.63
SRF# WW812030 (2.92%):					
BOND	04/15/2021	179,790.11	2.920%	100.000	179,790.11
BOND	10/15/2021	151,977.04	2.920%	100.000	151,977.04
BOND	04/15/2022	154,195.91	2.920%	100.000	154,195.91
BOND	10/15/2022	156,447.17	2.920%	100.000	156,447.17
BOND	04/15/2023	158,731.30	2.920%	100.000	158,731.30
BOND	10/15/2023	161,048.77	2.920%	100.000	161,048.77
BOND	04/15/2024	163,400.08	2.920%	100.000	163,400.08
BOND	10/15/2024	165,785.73	2.920%	100.000	165,785.73
BOND	04/15/2025	168,206.20	2.920%	100.000	168,206.20
BOND	10/15/2025	170,662.01	2.920%	100.000	170,662.01
BOND	04/15/2026	173,153.67	2.920%	100.000	173,153.67
BOND	10/15/2026	175,681.72	2.920%	100.000	175,681.72
BOND	04/15/2027	178,246.67	2.920%	100.000	178,246.67
BOND	10/15/2027	180,849.07	2.920%	100.000	180,849.07

FORM 8038 STATISTICS

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

Refunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
SRF# WW812030 (2.92%):					
BOND	04/15/2028	183,489.47	2.920%	100.000	183,489.47
BOND	10/15/2028	186,168.41	2.920%	100.000	186,168.41
BOND	04/15/2029	188,886.47	2.920%	100.000	188,886.47
BOND	10/15/2029	191,644.22	2.920%	100.000	191,644.22
BOND	04/15/2030	194,442.22	2.920%	100.000	194,442.22
BOND	10/15/2030	197,280.98	2.920%	100.000	197,280.98
		3,480,087.22			3,480,087.22
SRF # DW 0517040 (Variable Assumes 2.77%):					
BOND	12/15/2020	56,712.55	2.770%	100.000	56,712.55
BOND	06/15/2021	57,498.02	2.770%	100.000	57,498.02
BOND	12/15/2021	58,294.37	2.770%	100.000	58,294.37
BOND	06/15/2022	59,101.75	2.770%	100.000	59,101.75
BOND	12/15/2022	59,920.31	2.770%	100.000	59,920.31
BOND	06/15/2023	60,750.20	2.770%	100.000	60,750.20
BOND	12/15/2023	61,591.59	2.770%	100.000	61,591.59
BOND	06/15/2024	62,444.64	2.770%	100.000	62,444.64
BOND	12/15/2024	63,309.50	2.770%	100.000	63,309.50
BOND	06/15/2025	64,186.33	2.770%	100.000	64,186.33
BOND	12/15/2025	65,075.31	2.770%	100.000	65,075.31
BOND	06/15/2026	65,976.61	2.770%	100.000	65,976.61
BOND	12/15/2026	66,890.38	2.770%	100.000	66,890.38
BOND	06/15/2027	67,816.81	2.770%	100.000	67,816.81
BOND	12/15/2027	68,756.08	2.770%	100.000	68,756.08
BOND	06/15/2028	69,708.35	2.770%	100.000	69,708.35
BOND	12/15/2028	70,673.81	2.770%	100.000	70,673.81
BOND	06/15/2029	71,652.64	2.770%	100.000	71,652.64
BOND	12/15/2029	72,645.03	2.770%	100.000	72,645.03
BOND	06/15/2030	73,651.16	2.770%	100.000	73,651.16
BOND	12/15/2030	74,671.31	2.770%	100.000	74,671.31
		1,371,326.75			1,371,326.75
		13,651,779.34			13,651,779.34

	Last Call Date	Issue Date	Remaining Weighted Average Maturity
DW 0517010	11/12/2020	07/15/2019	0.6803
DW 0517020	11/12/2020	08/15/2019	1.7873
SRF# DW0517030 (Estimated 2.77%)	11/12/2020	08/15/2020	2.3039
SRF# DW 0517050 (2.77%)	11/12/2020	10/15/2020	5.1311
SRF# DW 0517050 (2.84%)	11/12/2020	10/15/2020	5.1362

FORM 8038 STATISTICS

City of Cocoa, Florida
Refunding Bank Loan, Series 2020 Combined
Truist Bid 1.21%
*****FOR DISCUSSION PUPOSES ONLY*****

	Last Call Date	Issue Date	Remaining Weighted Average Maturity
WWG 12081202P	11/12/2020	12/15/2019	2.3814
SRF# WW812030 (2.92%)	11/12/2020	10/15/2020	5.3726
SRF # DW 0517040 (Variable Assumes 2.77%)	11/12/2020	06/15/2020	5.3435
All Refunded Issues	11/12/2020		4.0354

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-656

File ID:	20-656	**Type:**	Contract	**Status:**	Multi-Year Contract
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	09/24/2020
Subject:				**Final Action:**	

Title: Award Bid # B-20-22-COC, Dyal Water Treatment Plant - Sludge Hauling/Removal to J&M Materials of Riverview, Inc., Seffner, Florida, for the Removal and Hauling of Lime and/or Ferric Sludge; Approve as a Three Year Multi-Year Contract with Two One-Year Option Renewals; and To Authorize the City Manager to Execute the Contract for the Original Term and any Renewals in an Amount Not to Exceed of $190,000 for Each Year of the Contract; and to Authorize the City Manager to Approve Related Purchase Orders up to $190,000 per year of the contract.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Public Ad_Invitation to Bid (B-20-22-COC).pdf, ITB B-20-22-COC Dyal Water Treatment Plant - Sludge Removal.pdf, Addendum 1_B20-22-COC.pdf, Addendum 2_B20-22-COC.pdf, Addendum 3_B20-22-COC.pdf, Addendum 4_B20-22-COC.pdf, Addendum 5_B20-22-COC.pdf, Pre Bid_Sign-In Sheet (B-20-22-COC).pdf, Bid Opening Sign_In Sheet (B-20-22-COC).pdf, Bid Tabulation Sheet (B-20-22-COC).pdf, Bid Summary (B-20-22-COC).pdf, FLSunBiz_SAMGov_Validationpdf.pdf, Service Level Agreement (UT-DYAL-21-SLA-J&M-001-00).pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	sweston@cocoafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Notice is hereby given that the City of Cocoa Florida will accept Sealed Proposals in the form of one (1) original and one (1) copy, one (1) USB drive bound within a 1-2" binder at the office of the Purchasing & Contracts Manager for the City of Cocoa, located at 65 Stone St., Cocoa, Florida 32922, until **3:00pm, September 10, 2020** and will be publicly opened and read aloud shortly thereafter 3:00pm that same day, at Cocoa City Hall, in the 3rd floor conference room.
The City of Cocoa's Claude H. Dyal Water Treatment Plant is soliciting competitive bids for safe removal and proper disposal of residual lime sludge from its' facility.

Dyal Water Treatment Plant – Sludge Removal
ITB # B-20-22-COC
Documents available on Vendor Link
August 10, 2020

The City of Cocoa is seeking to enter a contract with a hauling/transport company to remove the sludge from the site and properly dispose of it. It is the City's intent to award a multi-year contract, three (3) base years + two (2) option years, to the lowest, most responsive and responsible vendor capable of providing said services at a high degree of professionalism and quality.

The Contractor will be expected to provide a high measure of quality services, cost intuitive to the City's budgetary requirements, meet grant specific factors, impromptu response to issues, thorough and consistent communication with the Project Manager, on-time project timeline management, on-time invoicing and complete work without delay or error.

All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from DemandStar by visiting their web site at http://www.myvendorlink.com. You may contact the City of Cocoa Purchasing Division in person, by phone: (321) 433-8833, fax: (321) 433-8860, or by email:purchasing@cocoafl.org. Small Business Set Asides (i.e. Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening. There is a 5% bid bond required commensurate of the total base bid. Liquidated Damages for this project are $250.00 daily charge per calendar day.

The City of Cocoa supports local contractors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date the bid is submitted. P.O. Boxes shall not be considered a physical business address. The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

Publish in The Florida Today Public Newspaper on:
August 13, 2020

Finance Department
Purchasing & Contracts Division
65 Stone Street, Cocoa, FL 32922
Phone: 321-433-8833 Fax: 321-433-8860

INVITATION TO BID

Dyal Water Treatment Plant – Sludge Removal

ITB # B-20-22-COC

AUGUST 10, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

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Introduction / Overview

The City of Cocoa's Claude H. Dyal Water Treatment Plant is soliciting competitive bids for safe removal and proper disposal of residual lime sludge from its' facility.

1. Purpose and Objective

The City of Cocoa is seeking to enter a contract with a hauling/transport company to remove the sludge from the site and properly dispose of it. It is the City's intent to award a multi-year contract, three (3) base years + two (2) option years, to the lowest, most responsive and responsible vendor capable of providing said services at a high degree of professionalism and quality.

2. Project Timeline

The City of Cocoa's objective is to adhere to the aforementioned timeline specified below without deviation unless circumstance predicate timeline amendments approved only by the Department Director and City Manager.

Action	Date
Bid Advertised (Vendor Link – www.myvendorlink.com)	August 10, 2020
Public Ad (Newspaper):	August 13, 2020
Deadline for Respondent Questions:	August 28, 2020
Bid Submission Deadline:	September 10, 2020
Bid Opening	September 10, 2020 @ 3:00PM ET
Pre-Bid Meeting	N/A
City Council consideration of award	TBD
Notice of Award	TBD
Notification to Proceed	TBD
Permits Required	TBD

Table 1 - Project Timeline

3. Background

The City of Cocoa's Claude H. Dyal Water Treatment Plant, which is located at 28400 SR 520, Christmas, FL 32709 has a repository of lime sludge product, which is produced from its groundwater and surface water treatment processes. The sludge repository is located adjacent to the plant and can hold up to 3,200 cubic yards of sludge material at any given time.

4. Scope of Services

The Contractor will be expected to provide a high measure of quality services, cost intuitive to the City's budgetary requirements, meet grant specific factors, impromptu response to issues, thorough and consistent communication with the Project Manager, on-time project timeline management, on-time invoicing and complete work without delay or error.

4.1. General Requirements – Loading of Material

The Water Plant's staff shall be available to load the material into the trucks. Loading of the trucks shall be performed between the days of Tuesday through Friday. No loading shall occur on the other days of the week. Loading shall be on an as needed basis. The City of Cocoa will make every attempt to stockpile enough sludge product to have several days' worth of hauling activity. No guarantee shall be made as to how much sludge will be hauled on a yearly basis.

4.2. Bid Response and Form of Payment

Bidders shall include their unit hauling cost per cubic yard and use this to determine the total cost. The City's staff and awardee will be responsible for recording the quantities loaded per day and applications for payment will be compared against this record. If the receiving facility provides a gate/dump tickets, they shall be submitted to the City and used to justify applications for payment. All fuel costs shall be incorporated into the unit rate and will not be paid separately.

4.3. Delivery / Disposal

Bidders will also complete the second page of the bid response form designating the destination/disposal location for the sludge material. The sludge can either be disposed of as solid waste or used as fill or for other purposes by farms or other similar enterprises. Additionally, bidders will also include in their response a letter of understanding from the receiving facility/company/entity confirming their willingness to accept the material and understanding of the quantity in question.

If the Brevard County Disposal Facility (landfill) is the intended destination, no letter of understanding is required, but any tipping fees ($25 per ton, $500 per 20-ton truckload as of the time of this writing) shall be incorporated into the unit cost per cubic yard and will not be paid separately. Bidder is responsible for securing any and all applicable permits and licenses as required.

5. Minimum Qualifications

The City will assess the Contractor's experience with services that are like those that would be envisioned in the Scope of Services associated with this contract. To familiarize the City with the applicable work experience, each respondent shall proof of the above minimum qualification by furnishing copies and or written documentation to substantiate meeting the requirements set forth within the scope of work and items required for this bid. Failure to provide said documentation with your proposal may be grounds for deeming the proposal unresponsive and removing it from further consideration.

The minimum respondent qualifications will be reviewed and subject to the City's right to waive minor irregularities. Vendors that do not meet the mandatory minimum qualifications will be deemed non-responsive and will not be considered for further evaluation.

6. Method of Source Selection

The City is using the Competitive Sealed Bidding methodology of source selection for this procurement, as authorized by Resolution Ord. No. 33-2006, § 3, 9-1-06 establishing and adopting the City Purchasing Policy. Each proposal will be reviewed to determine if the proposal is responsive to the invitation to bid/proposal. Proposals deemed to be non-responsive may be rejected without being evaluated by the Purchasing & Contracts Manager.

A responsive proposal is one which has been signed and submitted by the specified Proposal deadline and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be a cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this invitation to bid/proposal do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

7. Evaluation of Proposal Procedures

All responses will be subject to a review and evaluation process set forth in the Florida Statutes. It is the intent of the City that all respondents to this ITB (Invitation to Bid) who meet the requirements contained in this solicitation shall be ranked, at the City's sole and absolute discretion, in accordance with the criteria and factors established in these documents. The City will consider all responsive and responsible responses received in its evaluation and award process.

7.1. Evaluation Factors

The City's evaluation factors will include consideration of, but will not be limited to the following:

a. Responsiveness of the respondent to satisfy the requirements of this ITB, especially the Scope of Services and Minimum Qualifications set forth, Price and Delivery;
b. The ability, qualification, capability, experience and skill of the respondent to perform the contract;
c. The qualifications and performance data on file with the City, past performance of similar projects together with those that may be submitted by the respondent regarding the proposed scope of services;
d. Adequacy and ability of personnel available to perform the scope of services;
e. Whether the respondent is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act;
f. Willingness to meet time and budget requirements of the City;
g. Location of the respondent's offices in relation to the City of Cocoa;
h. Recent, current, and projected (within next five years) workloads of the respondent;
i. The sufficiency of the financial resources and ability of the respondent to perform the contract or service;
j. Whether the respondent has performed similar contracts within the time and budget specified, without delay or interference;
k. The character, integrity, reputation, judgment, experience and efficiency of the respondent;
l. The quality of performance of previous contracts with the City or any other agency or company relevant to the scope of services and the minimum qualifications;
m. The previous and existing experience and compliance by the respondent with the laws and ordinances relating to the scope of services;
n. The number and scope of conditions attached to the response to this ITB; and
o. Responsiveness of client references;

The number, frequency, and outcome of any professional malpractice and other claims related to services rendered that are made against the respondent in any administrative, license, court, or other legal proceeding within the last five (5) years; and Such other information as may be secured by the City. In addition, should the organization be selected for competitive negotiations, the fairness, competitiveness, and reasonableness of the rates, fees, and charges offered by the organization to provide the services required by this ITB shall be an evaluation factor.

7.2. Other Applicable Criteria

The following represent additional mandatory criteria (See Section VII Affidavit):

a. The respondent is licensed to practice in Florida and said license is in good standing.
b. The respondent has no legal or professional conflict of interest about any other work performed by the respondent for the City of Cocoa or for any other person or entity or with respect to the scope of services required by this ITB.
c. The respondent adheres to the instructions and requirements in this ITB in preparing and submitting its' proposal.

8. Presentations **(Not Applicable)**

In general, the City wishes to avoid the expense to the City and to respondents of unnecessary oral presentations. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked respondent can be clearly identified by review of the written submittals alone, then the Purchasing & Contracts Manager shall schedule one or more of the top ranked firm(s) for presentations or interviews.

If the City chooses to conduct oral presentations/interviews with one or more of the respondents, the presentations will be held before the perspective Department and Project Manager(s) at a duly noticed meeting which will be open to the public. Minutes of the meeting will be prepared, and the meeting may be tape recorded at the City's discretion. The following general guidelines will be used during the presentations:

The City will establish the presentation/interview schedule and respondents will be notified at least seven (7) calendar days in advance of the date, time and place of the presentations/interviews. Respondents are required to be available for the presentation or interview, and top members of the Respondent's team that will be working on and supervising the project is expected to be present and be available for questions.

Oral Presentations or Interviews will be recorded for public record. Should Oral Presentations be required, the City will attempt to allot equal time for each respondent divided into three sequential parts:

a. Introductory presentation by the Respondent;
b. Questions and Answers between members of the Project Manager(s) and the Respondent;
c. Brief closing remarks by the Respondent.

The time allotted for the presentation will be deemed the maximum time and no firm will be penalized for using less than the allotted time. The City reserves the right to go over the allotted time at any presentation to the extent that the Project Manager(s) deems it necessary to continue the question and answer period of the presentation related to Respondent's relevant qualifications and the criteria and factors set forth in the ITB.

Oral presentations or Interviews will provide an opportunity for key members of the Respondent's team to demonstrate their, and their firms, ability to communicate succinctly, efficiently, effectively, creatively, and economically about the requirements of this ITB, and to demonstrate that their skills, qualifications, and character are compatible and consistent with the City's requirements and objectives set out in this ITB.

After the presentations/interviews, the Project Manager(s) will deliberate and prepare a recommended ranking of the qualifications of the Respondents that presented based on the written proposals and the presentations. The deliberations and recommendation may not occur at the presentation/interview session and will likely occur at subsequently noticed meeting of the Purchasing & Contracts Manager.

~~The final ranking will be submitted to the City Council as a recommendation only. The City Council has the right to accept, reject, or modify the recommendation as it deems in the best interests of the City of Cocoa. The City Council will render, at its sole and absolute discretion, the final decision on the ranking received from the Project Manager(s) and the award of any and all contracts under this ITB. The City Council's decision shall constitute the final decision of the City of Cocoa regarding this ITB.~~

9. Instructions to Bid/Proposers

9.1. Submission of Proposals

Sealed bid/proposals shall be received at the time and place designated herein and then publicly opened and read aloud, for furnishing all materials, transportation, labor, equipment and performing all operations required for the completion of the work herein specified and instructed within the contract documents.

9.2. Submittal Requirements

Sealed bid/proposal submittals must be received in the City's Purchasing Division no later than the date and time as specified herein. Bid/proposal submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bid/proposals delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid/proposal submittals delivered incorrectly or to the wrong address or location. No exceptions will be made. The decision to refuse to consider a bid/proposal that was received beyond the date/time established in the solicitation shall not be the basis of a protest.

Bid/proposals will be opened at 3:00 p.m. shortly thereafter on the same day in the Purchasing Division Office, Cocoa City Hall, 3rd floor conference room. Potential bid/proposers may obtain a copy of Bid/proposal Documents from Vendor Link at www.myvendorlink .com.

Bid/proposal submittals shall be delivered to the below address in a sealed envelope or packaging material, plainly marked on the outside with the Bid/proposal Number, Title and opening date:

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

If submitted by mail, the bid/proposal submittal shall be enclosed in a sealed envelope or packaging material addressed to the Procurement Division. Bid/proposals submitted by mail must be received by the Procurement Division by the time specified herein for the opening thereof.

a. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Procurement Division when the services of the USPS are used, a proposer is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.
b. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the

City's callbox for pick-up and will not be delivered to or received by the Procurement Division until the next business day.

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

Bid/proposers shall submit their proposal within a sealed envelope in DUPLICATE one (1) original and one (1) copy of the forms, in addition to one electronic copy of the submittal on a USB drive herewith. The blank spaces shall be filled in correctly for each form or agreement for which the Bid/proposal is tendered. The Proposer shall state the price, typewritten or written in ink.

Proposals must be submitted in the following format:

1) **Submitted proposal within 1-2" bound folder or binder.**
2) **Must have front Title Cover**
    - **Title of Bid/proposal**
    - **Organization Name**
    - **Date submitted**
    - **Points of Contact, Phone, Email, Fax**
3) **Must have table of contents depicting each mandatory section required for submittal.**
    - **Each section must be tabbed / labeled in the order of the Checklist for Sealed Bid/proposals contained herewith, Para 12 and sub-para 12.1.**
    - **All mandatory bid/proposal forms must be filed within tabbed sections, signed, dated and notarized as applicable.**

Pursuant to the requirements of Section 287.133, Florida Statues, pertaining to the sworn statement on Public Entity Crimes and the Convicted Contractor List, a statement is no longer required as part of the bid/proposal submittal; however, bid/proposers are subject to the provisions of Section 287.133, Florida Statutes, whereby the State maintains a convicted contractor listing which excludes those suppliers from bid/proposal submittal for a period of thirty-six (36) months. Potential vendors will be required to complete and submit a form, provided herein, acknowledging compliance with Section 287.087, Florida Statutes, and Drug-Free Workplace.

9.3. (Public Ad) City of Cocoa Invitation to Bid/Proposal Legal Notice

Notice is hereby given that the City of Cocoa Florida will accept Sealed Proposals in the form of one (1) original and one (1) copy, one (1) USB drive bound within a 1-2" binder at the office of the Purchasing & Contracts Manager for the City of Cocoa, located at 65 Stone St., Cocoa, Florida 32922, until **3:00pm, September 10, 2020** and will be publicly opened and read aloud shortly thereafter 3:00pm that same day, at Cocoa City Hall, in the 3rd floor conference room.

Dyal Water Treatment Plant – Sludge Removal
ITB # B-20-22-COC
Documents available on Vendor Link
August 10, 2020

The City of Cocoa's Claude H. Dyal Water Treatment Plant is soliciting competitive bids for safe removal and proper disposal of residual lime sludge from its' facility.

The City of Cocoa is seeking to enter a contract with a hauling/transport company to remove the sludge from the site and properly dispose of it. It is the City's intent to award a multi-year contract, three (3) base years + two (2) option years, to the lowest, most responsive and responsible vendor capable of providing said services at a high degree of professionalism and quality.

The Contractor will be expected to provide a high measure of quality services, cost intuitive to the City's budgetary requirements, meet grant specific factors, impromptu response to issues, thorough and consistent communication with the Project Manager, on-time project timeline management, on-time invoicing and complete work without delay or error.

All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from DemandStar by visiting their web site at http://www.myvendorlink.com. You may contact the City of Cocoa Purchasing Division in person, by phone: (321) 433-8833, fax: (321) 433-8860, or by email:purchasing@cocoafl.org. Small Business Set Asides (i.e. Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening. There is a 5% bid bond required commensurate of the total base bid. Liquidated Damages for this project are $250.00 daily charge per calendar day.

The City of Cocoa supports local contractors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date the bid is submitted. P.O. Boxes shall not be considered a physical business address. The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

Publish in The Florida Today Public Newspaper on:
August 13, 2020

9.4. Conditions

The City has developed a standard of conditions and will adhere to as such. The selected Contractor shall submit a signed copy of the contract attached with this document as a part of the bid/proposal submittal. Contract will become effective once City Council approves and authorizes the City Manager to execute said contract. A contract(s) resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City Contract. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor.

I. City's Right to Inspect

The City or its authorized Agent shall have the right to inspect the Contractor's facilities/project site during and after each work assignment the Contractor is performing.

II. Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. Copies of the required licenses must be submitted with the Proposal response indicating that the entity proposing, as well as the team assigned to the City account, is properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use. If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (321) 433-8633.

III. Principals/Collusion

By submission of this Proposal, the undersigned, as Proposer, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

IV. Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

V. Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

VI. Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

VII. Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

VIII. Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

IX. Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

X. Cone of Silence / Lobbying

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

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

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

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

XI. Interpretations and Questions

All questions and inquiries concerning procedural matters shall be directed to the Purchasing Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing Division, in writing, by the date stipulated in the tentative schedule herewith. It is the Bid/proposer's responsibility to become familiar with and fully informed with the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of the response after opening or for subsequent protest of award.

Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Procurement Division. Any oral communications will not be authoritative and will not be binding on the City. It is the sole responsibility of the Proposer to contact the Purchasing Division prior to submitting a bid/proposal submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid/proposal submittal. Addenda will be available to all proposers and will be uploaded on Vendor Link and available for download.

XII. Single Proposal

Each Proposer must submit, with their proposal, the required forms included in this ITB. Only one proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same ITB. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

XIII. Protest Procedures

Any appeal or protest to the Invitation to Bid shall be governed by the City of Cocoa's Purchasing Policies and Procedures.

XIV. Public Entity Crime

A person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a bid/proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid/proposal, 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 bid/proposals, 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 for a period of 36 months following the date of being placed on the convicted contractor list.

XV. Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this solicitation document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

XVI. Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time;
b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bid/proposals, ITB, and/or quotes; and,
c. immediate termination of any contract held by the individual and/or firm for cause.

XVII. Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et. seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

XVIII. Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

XIX. Florida Public Records Act

All material submitted regarding this solicitation becomes the property of the City. ITB documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this ITB and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 and 119.0701 et. seq.

XX. Compliance with the ITB

Proposals must be in strict compliance with this ITB. Failure to comply with all provisions of the ITB may result in disqualification.

XXI. Acknowledgment of Insurance Requirements

By providing the Insurance Requirements included in this solicitation, Proposer acknowledges these conditions include Insurance Requirements. It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection. Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's offer. The specific insurance requirements for this solicitation are included as part of this solicitation.

XXII. Acknowledgment of Bonding Requirements

By signing the Proposal, the Proposer acknowledges that they have read and understand the bonding requirements for this Proposal. Requirements for this solicitation are provided.

A Bid Bond is **not** required and shall be submitted with Bid/proposal response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk in a sum equal to 5% of the total base cost of the proposal. All checks shall be made payable to the City of Cocoa on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

~~The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award.~~

~~Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond.~~

~~The Bid Bonds of the three (3) highest ranked proposers shall be held until the contract has been executed by the successful proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective proposers. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date.~~

~~No Bid/Proposals including alternates shall be withdrawn within one hundred and eighty (180) days after the Bid/Proposal closing date thereof. If a Bid/Proposal is not accepted within said time period, it shall be deemed rejected and the Bid Bond shall be released to the proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful proposer said alternates at a later time and approved by the Finance Director or designee, and the successful proposer. In lieu of a bid bond, the City will agree to increase the retainage withholding percentage to 20% versus the 10% standard.~~

XXIII. Performance and Payment Bond

Bonds shall be submitted with the executed contract by proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the proposer receiving an award.

The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than $500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety. All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

Bonds shall be written to City of Cocoa.

10. Checklist for Sealed Bid/Proposal

10.1. Preparation of Bid/Proposals

a. Bid/Proposers are expected to examine this bid/proposal form, attached drawings, specifications, if any and all instructions. Failure to do so will be at the Bid/Proposer's risk.

b. All prices and notations must be in ink or typewritten. No erasure marks permitted. Mistakes may be crossed out and corrections inserted adjacent and must be initialed and dated in ink by person signing bid/proposal. All bid/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

c. Each proposer shall furnish the information required on the Original City of Cocoa's bid/proposal forms and each accompanying sheet thereof, on which he/she makes an entry.

d. Unit price for each unit bid/proposal shall be shown. A total shall be entered in the amount column for each item bid/proposal. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.

e. The official clock to be used for submitting any bid/proposal documents is located at the City Hall's lobby. Submittal time for this bid/proposal expires at **3:00 p.m**. on the date stated in these documents.

Bid/Proposers are cautioned to please check their bid/proposal very carefully, using the following Checklist:

Insert	Description
Yes □ No □	Bid/proposal envelope prepared as specified (Sealed)
Yes □ No □	It is the bid/proposer's responsibility to contact Vendor Link (www.myvendorLink .com) prior to submitting a bid/proposal to ascertain if any addenda have been issued, to obtain all such addenda, and incorporate that information into the bid/proposal response.
Yes □ No □	Submitted in Duplicate as requested one (1) Original, (1) Copy and USB Drive
SECTION 100 – MANDATORY BID/PROPOSAL FORMS (Failure to submit required forms will result in disqualification)	
Yes □ No □	Section 100.1 Invitation to Bid/Propose
Yes □ No □	Section 100.2 Scrutinized Company Certification
Yes □ No □	Section 100.3 Certification A (Debarment, suspension and other responsibility matters – Primary Covered Transactions)
Yes □ No □	Section 100.4 Certification B (Debarment, suspension, ineligibility and voluntary exclusions – Lower Tier Covered Transactions)
Yes □ No □	Section 100.5 Bid/Proposer's Certification
Yes □ No □	Section 100.6 Bid/Proposal Form/Schedule of Unit Pricing
Yes □ No □	Section 100.7 Bid/Proposal Form Worksheet
Yes □ No □	Section 100.8 Addendum Acknowledgement
Yes □ No □	Section 100.9 Bid Bond
Yes □ No □	Section 100.10 Business References
Yes □ No □	Section 100.11 Statement of Qualifications
Yes □ No □	Section 100.12 Listing of Subcontractors
Yes □ No □	Section 100.13 Non-Collusion Affidavit
Yes □ No □	Section 100.14 Drug free workplace certification signed

Yes □ No □	Section 100.15 Conflict of Interest Statement
Yes □ No □	Section 100.16 Public Records Act – F.S. §119
SECTION 200 – POST AWARD FORMS (Must be completed within 10 business days from date of award notification)	
Yes □ No □	Section 200.1 Notification of Award
Yes □ No □	Section 200.2 Form of Agreement
Yes □ No □	Section 200.3 Corporate Principle Certificate
Yes □ No □	Section 200.4 Certificate of Insurance Liability
Yes □ No □	Section 200.5 Certificate of Insurance for Worker's Compensation
Yes □ No □	Section 200.6 Affidavit Regarding Worker's Compensation
Yes □ No □	Section 200.7 Performance Payment Bond
Yes □ No □	Section 200.8 Notification to Proceed
SECTION 300 – POST WORK COMPLETION (Forms required upon completion of work or services)	
Yes □ No □	Section 300.1 Receipt and Release of Liens
Yes □ No □	Section 300.2 Consent of Surety for Final Payment
Yes □ No □	Section 300.3 Contractor Performance Evaluation
SECTION 400 – SPECIAL DISASTER RELIEF AND RECOVERY PROVISIONS (Projects assisted by Federal Financial Assistance Programs must complete this section or bid will be disqualified)	
Yes □ No □	Section 400.1 Special Disaster Relief and Recovery Provisions
	SECTION 500 – NO BID/PROPOSAL RESPONSE (Request completion if ITB is received and no intent to bid/propose)
Yes □ No □	Section 500.1 No Bid / Proposal Response

10.2. Proposer / Respondent Checklist

Important: Please review, read carefully, sign all required forms and agreements indicated within the aforementioned checklist and return with the Proposal. The Bid/Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Late proposals will not be considered.)

Proposer should check off each of the following items as the necessary action is completed:

- □ Are all mandatory forms accurately completed, signed, notarized, filed as instructed?
- □ Has the proposer provided an Original, Copy and USB file copy of the proposal?
- □ Is the mailing envelope properly addressed to?

Purchasing Division
City of Cocoa
65 Stone Street, Suite 303
Cocoa, Florida 32922

 Is the mailing envelope sealed and marked with?

ITB No. B-20-22-COC
Title: Dyal Water Treatment Plant – Sludge Removal
Due Date: September 10, 2020 @ 3:00 pm

10.3. Questions, Discrepancies or Omissions

In case a proposer finds a document discrepancy or omission or is in doubt as to the meaning of any document, he/she should immediately notify the Office of the Purchasing Manager, 65 Stone St., Cocoa, Florida 32922, Phone: (321) 433-8833. Written instructions, in the form of an addendum, will then be issued to all Bid/Proposers that have received a Bid/Proposal Package. Should you have any technical or questions or questions about how to submit the bid/proposal, please contact the Purchasing / Contracts Division at **purchasing@cocoafl.org.**

SECTION 100 - Mandatory Bid/Proposal Forms

(Mandatory forms to be submitted with proposal, failure to submit forms will disqualify proposer from ITB)

Dyal Water Treatment Plant – Sludge Removal

ITB # B-20-22-COC

AUGUST 10, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

Section 100.1 Invitation to Bid/Proposal

SUBMIT BID/PROPOSAL TO: CITY OF COCOA FINANCE DEPARTMENT PURCHASING DIVISION 65 Stone St. COCOA, FLORIDA 32922 Third Floor PH: 321-433-8833		INVITATION TO BID/PROPOSAL Bid/Proposal Holder Acknowledgement FORM NO. 00019	
	BUYER: Heath Hancher	TELEPHONE #: 321-433-8833	FAX #: 321-433-8860

MAILING DATE: September 4, 2020	BID/PROPOSAL TITLE: **Dyal Water Treatment Plant – Sludge Removal**	BID/PROPOSAL NUMBER: B-20-22-COC
BID/PROPOSAL SUBMITTAL DATE AND TIME: **3:00pm** **September 10, 2020**	BID/PROPOSAL OPENING TIME AND LOCATION: 3:00 p.m. Purchasing Division Office, Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor, Room 311	**Bid/proposals Received After Submittal Date and Time Will Not Be Accepted.**

PRE BID/PROPOSAL LOCATION: Not applicable for this ITB.	TIME N/A	DATE: N/A

PROPOSERNAME:	
MAILING ADDRESS:	
CITY-STATE-ZIP:	
EMAIL ADDRESS:	TELEPHONE NO: FAX NO:
AUTHORIZED SIGNATURE (MANUAL):	TITLE:
TYPED/PRINTED NAME:	DATE:

BID/PROPOSALDER'S CERTIFICATION

I certify that I have carefully examined the instructions to Bid/Proposal holder/general Conditions, Invitation to Bid/Proposal, Specification, and any other documents accompanying or made a part of this Invitation. I Further certify that all information contained in this bid/proposal is truthful to the best of my knowledge and belief and that I am duly authorized to submit this bid/proposal on behalf of the vendor/contractor and that the vendor/contractor is ready, willing, and able to perform if awarded the bid/proposal.

In compliance with this Invitation to Bid/proposal, and subject to all conditions herein, I hereby offer and agree to furnish the goods and /or services specified in the Invitation at the prices or rates quoted in my bid/proposal, including the following:

Bid/proposal prices will remain firm for a period of ninety (90) days in order to allow the City adequate time to evaluate the bid/proposals.

REASON FOR NO BID/PROPOSAL (Check all boxes that apply): □ Not enough bid/proposal response time □ Specification unclear □ Our company does not handle this item/service □ Our company does not submit bid/proposals to Municipalities □ Other: (please explain)	Method bid/proposal holder was informed (check appropriate box): □ Received invitation by direct mail □ Viewed bid/proposal posting on Internet home page □ Read legal ad in newspaper □ Viewed through bid/proposal reporting service □ Other: (please explain)

The City of Cocoa reserves the right to reject any or all bid/proposals / proposals or any portion thereof, with or without cause, to waive technical errors and informalities and to accept the bid/proposals / proposals which, in its' judgement, best serves the city. **Return this form with the required Bid/proposal submittal document as required.**

a. Bid/Proposal Terms & Explanation

a. SUBMISSION OF BID/PROPOSAL: All bid/proposals shall be submitted in a sealed envelope. The bid/proposal number, title and opening date shall be clearly displayed on the outside in the left-hand corner of the sealed envelope. The delivery of the said bid/proposal to the City of Cocoa Purchasing Department prior to the specified submittal date and time is solely and strictly the responsibility of the bid/proposal. Any bid/proposal received in the Purchasing Department after the specified date and time will not be accepted.

b. EXECUTION OF BID/PROPOSAL: Bid/Proposal must contain a manual signature of authorized representative in the spaces(s) provided. Bid/Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bid/proposal to any bid/proposal must be initialed. The company name and F.E.I.D. Number shall appear in space(s) provided.

c. BID/PROPOSAL OPENING: Bid/Proposal opening shall be public on the date and time specified. Bid/proposals must be submitted on forms or exact copy thereof, provided by the City of Cocoa. No other forms will be accepted. No bid/proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

d. BID/PROPOSAL TABULATION: Any proposer wishing to receive a copy of the bid/proposal tabulation is required to enclose a self-addressed envelope identified in the left-hand corner bid/proposal tabulation response.

e. CLARIFICATION/CORRECTION OF BID/PROPOSAL ENTRY: The City of Cocoa reserves the right to allow for the clarification to questionable entries and for the correction of OBVIOUS MISTAKES.

f. INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the designated buyer. Those interpretations which may affect the eventual outcome of this bid/proposal will be furnished in writing to all prospective bid/proposal holders. No interpretation shall be considered binding unless provided in writing by the designated buyer of the City of Cocoa. **Question cut-off date is August 28, 2020 at 5:00pm.**

g. PRICING: Firm prices shall be bid/proposal and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Cocoa to secure area or inside delivery.

h. ADDITIONAL TERMS & CONDITIONS: The City of Cocoa reserves the right to reject bid/proposals containing any additional terms or conditions not specifically requested in the original specifications.

i. TAXES: The City of Cocoa is exempt from Federal Excise Taxes and all sales taxes. The City of Cocoa tax number is 15-04-048758-54C.

j. DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest new cost for the bid/proposal evaluation purposes.

k. MEETS SPECIFICATIONS: All equipment and accessories furnished under these specifications shall be new, the latest model in current productions, and shall be of good quality, workmanship and material. The proposer represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

l. BRAND NAMES: If items called by this initiation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bid/proposals/proposals offering "equal" products will be considered for award if such products are clearly identified in the bid/proposal and are determined by the City of Cocoa to meet fully the salient characteristic requirements listed in the specifications.

m. Unless the proposer clearly indicates in his bid/proposal that he is offering an "equal" product, the bid/proposal shall be considered as offering the same brand product referenced in the specification.

n. If the proposer proposes to furnish an "equal" product, the brand name, if any of the product shall be otherwise clearly identified. The evaluation of bid/proposals/proposals and the determination as to equality of the product offered shall be the sole responsibility of the City of Cocoa and will be based on information furnished by the proposer. The Purchasing Department is not responsible for locating or securing any information which is not identified in the bid/proposal and reasonably available to the Purchasing Department. To ensure that sufficient information is available the proposer shall furnish as a part of the bid/proposal any descriptive material necessary for the buyer to determine whether the product offered meets the specification, establish exactly what the proposer proposes to furnish and what the City of Cocoa would be bid/proposing itself to purchase by making an award.

o. SILENCE OF SPECIFICATIONS: The apparent silence of this specification and any supplemental specifications as to any details or the omission from same of any detailed descriptions concerning any point shall be regarded as meaning that only the best commercial practices as to correct type, size and design are to be used. All workmanship is to be first quality. All interpretation of this specification shall be made upon the basis of this statement.

p. ASSIGNMENT: Any purchase order issued pursuant to this bid/proposal and the monies which many become due hereunder are not assignable except with prior written approval of the City Manager.

q. LIABILITY: The supplier shall hold and save the City of Cocoa, its officers, agents and employees harmless against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.

r. PATENTS AND ROYALTIES: The proposer, without exception, shall indemnify and save the City of Cocoa and its employees from liability of any nature or kind, including cost and expense for or on account of any copyright, patent, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Cocoa. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid/proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

s. TRANING: Unless otherwise specified supplier(s) may be required at the convenience of and at no expense to the City of Cocoa to provide training to the City employees in the operation and maintenance of any item(s) purchased from this bid/proposal/proposal.

t. ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items and items not

delivered as per delivery date in bid/proposal and /or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violation of the stipulations may also result in the vendor's name being removed from the proposers list.

u. SAFETY WARRANTY: The selling dealer, distributor, supplier and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations and law concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

v. WARRANTY: The proposer agrees that, unless otherwise specified, the supplies and/or services furnished under this bid/proposal shall be covered by the most favorable commercial warranty the proposer gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein addition to and do not limit any rights afforded to the City of Cocoa by any other provision of this bid/proposal/proposal.

w. AWARDS: As the best interest of the City of Cocoa may require, the right is reserved to make award(s) by individual item, group of items, all or none, on a city-wide bases with one or more suppliers; to reject any and all bid/proposals or waive any minor irregularity or technicality in bid/proposals received. Proposers are cautioned to make no assumptions unless their bid/proposal has been evaluated as being responsive. All awards made as a result of this bid/proposal shall conform to applicable ordinances of the City of Cocoa.

x. All City of Cocoa permit fees are waived; contractor will be responsible for all State and County permit and impact fees.

y. DEFINITIONS:

I. BID/PROPOSALDER: The term BID/PROPOSALDER, used herein, refers to the dealer/manufacturer/business organization submitting a bid/proposal to the City of Cocoa in response to this invitation.

II. VENDOR: The term VENDOR, used herein, refers to the dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid/proposal/proposal.

I have read, understand and acknowledge the Terms and Explanations defined herewith.

_____	_____	_____
(Print Name & Title)	**(Signature)**	**(Date)**

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.2 Scrutinized Company Certification

Florida Statutes, Sections 287.135 and 215.473

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid/proposal on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bid/proposal or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria.

Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid/proposal on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations.

Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error.

If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

THIS CERTIFICATION FORM MUST BE COMPELTED AND INCLUDED IN THE BID/PROPOSAL RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER THE BID/PROPOSAL SUBMITTAL NON-RESPONSIVE.

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
c. For contracts of one million dollars are more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and
d. If awarded the Contract, the Vendor, owners, or principals will immediately notify the City in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

(Authorized Signature) _____

(Printed Name and Title) _____

(Name of Vendor) _____

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known
Or
Produced Identification

Notary Public: _____

Print Name: _____

My Commission expires: _____

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.3 Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
   b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
   d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Applicant:	Date:
Signature of Authorized Certifying Official:	Title:

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.4 Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause title “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:	Date:
Signature of Authorized Certifying Official:	Title:

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.5 Bid/Proposer Certification

1) I have carefully examined the Invitation to Bid/Proposal, Instructions to Proposers, General and/or Special Conditions, Vendor'' Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation;
2) I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quote in my bid/proposal. I agree that my bid/proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate all bid/proposals;
3) I agree to a bid/proposal by all condition of this bid/proposal and understand that a background investigation may be conducted by the City of Cocoa;
4) I certify that all information contained in this bid/proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid/proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid/proposal;
5) I further certify, under oath, that this bid/proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid/proposal for the same product or service; no officer, employee or agent of the City of Cocoa or of any other proposers interested in said bid/proposal; and that the undersigned executed this Bid/Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____	_____	_____
(Authorized Signature)	Name of Business	Phone & Fax Number
_____	_____	_____
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification

Notary Public: _____

Print Name: _____

My Commission expires: _____

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.6 Bid/Proposal Form & Schedule of Unit Pricing

Proposal of _____

(Name)

_____

(Address)

To perform: Dyal Water Treatment Plant – Sludge Removal: ITB 20-22-COC

TO: Purchasing & Contracts Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Proposers:

The undersigned Proposer has carefully examined the scope of work and is familiar with the nature and extent of the services required. The undersigned agrees to do all the work called for by said specified services in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

	Base	Year 2	Year 3	Opt. Year 1	Opt. Year 2
Total (in numbers)	$	$	$	$	$

_____

(Grand Total Written in words)

The above amounts include salary cost, fringe benefits, overhead, operating margin and profit, all direct and indirect expenses. Please include above any other potential additional services that may be required and associated costs. (Attach the hourly and expense schedule for any additional work outside of the required scope of services, if applicable)

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.7 Bid/Proposal Form Worksheet

Proposer acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of bid/proposals. Final payment for all Unit Price Bid/Proposal items will be based on actual quantities, determined as provided to complete the project as indicated in the contract documents.

Note: For the purpose of this bid and to establish a basis for pricing, the unit of issue will serve as a base for all proposals to be measured equally.

Proposed Unit Pricing

CLIN	Unit of Measure	Base Year	Year 2	Year 3	Opt. Year 1	Opt. Year 2
Sludge Removal	Ton					

Table 2 Pricing Table Breakout

Note:

1. Contractor pay items are to include all material, labor, and equipment needed for mobilization, demolition and installation to complete each area in its entirety.
2. Change orders must be submitted through the Project Manager and provided to the Purchasing Division for reference a courtesy copy of any change order.

Section 100.8 Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated:_____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Bid/Proposer Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN:_____

Authorized Signatory Printed Name

_____ _____

Title Date

Failure to complete the above will result in the bid/proposal being declared non-responsive.

Section 100.9 Bid Bond

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned, _____ Full name and address or legal title of contractor_____ as Principal, and _____ Full name and address or legal title of Surety _____ of the City of COCOA State of Florida, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the CITY OF COCOA hereinafter called the Obligee, in the sum of _____ Dollars ($_____) Lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Proposal or **ITB # B-20-22-COC,** for the performance of:

Dyal Water Treatment Plant – Sludge Removal

NOW, THEREFORE, if the Principal shall not withdraw said Bid within city ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 2_____, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____
(Principal) (Seal)

_____
(Witness) (Title)

_____
(Address)

_____
(Surety) (Seal)

_____
(Witness) (Title)

_____
(Address)

Section 100.10 Business References

Proposer shall submit as a part of the bid/proposal package, three (3) business references. The Proposer must include name of the business, address, contact person, and telephone number. This list of references must be of similar nature and size preferably governmental/Municipalities.

Reference 1

Business Name	
Address	
Telephone Number	
Contact Person	

Reference 2

Business Name	
Address	
Telephone Number	
Contact Person	

Reference 3

Business Name	
Address	
Telephone Number	
Contact Person	

Optional Reference

Business Name	
Address	
Telephone Number	
Contact Person	

Failure to complete the above will result in the bid/proposal being declared non-responsive.

Section 100.11 Statement of Bid/Proposer's Qualifications

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The proposer may submit any additional information he desires.

a. Name of Bid/Proposer: _____

b. Permanent main office address: _____

c. When organized (Month/Year): _____

d. If a corporation, where incorporate (State): _____

e. How many years has business been engaged in the contracting business under the present firm or doing business as (DBA): _____

f. Past Performance (List past contracts of similar value and work previously awarded):

Contract Name	Contract No.	Customer	Value	Pop (Period of Performance)	Completion Date or On-Going

g. General scope of services company provides:

h. Has business ever failed to complete any work awarded? Yes ☐ No ☐
If yes, please specify cause and resolution:

i. Has business ever defaulted on a contract? Yes ☐ No ☐
If yes, please specify cause:

j. Provide an example of similar services in type to this project.
(Briefly describe scope of work, timeline, milestones and challenges)

k. Background and experience of the principal stakeholders and project managers assigned to this project.

Name	Position	Role in Project	Background	Years' Experience

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Cocoa in verification of the recitals comprising this Statement of Bid/Proposer's Qualifications.

(Authorized Signature)	Name of Business	Phone & Fax Number
(Printed Name and Title)	Business Mailing Address City, State, Zip	

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known
Or
Produced Identification

Notary Public: _____

Print Name: _____

My Commission expires: _____

Failure to complete the above will result in the bid/proposal being declared non-responsive.

Section 100.12 Listing of Subcontractors

The Proposer states that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bid/proposer shall not substitute subcontractors without approval from the Department Director.

Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.
Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.

Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.
Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.

Failure to complete the above will result in the bid/proposal being declared non-responsive.

Section 100.13 Non-Collusion Affidavit of Bid/Proposer

State of Florida

County of _____ , being first duly sworn, deposes and says that:

He / She is _____ of _____, the Proposer that has submitted the attached Bid/Proposal;

He / She is fully informed respecting the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances respecting such Bid/Proposal;

Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal;

Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham Bid/Proposal in connection with the contract for which the attached Bid/Proposal has been submitted or to refrain from bid/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Bid/Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Bid/Proposal price or the Bid/Proposal price of any other Proposers , or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Cocoa or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owner's employees, or parties in interest, including this affiant.

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known
Or
Produced Identification

Notary Public: _____

Print Name: _____

My Commission expires: _____

Failure to complete the above will result in the bid/proposal being declared non-responsive.

Section 100.14 Drug Free Workplace Certification

In accordance with Florida Statues 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bid/proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing the bid/proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

a. Publish a statement notifying employees that the unlawful manufacture, distribution, Dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
b. Inform employees about the danger of drug abuse in the workplace, the business's policy maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
c. Give each employee engaged in providing the commodities or contractual services that are under bid/proposal a copy of the statement specified in subsection (1).
d. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
e. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____	_____
(Company)	(Print Name & Title)
_____	_____
(Signature)	(Date)

Failure to complete the above will result in the bid/proposal being declared non-responsive.

Section 100.15 Conflict of Interest Statement

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

I am the _____ of _____ with a local office in

_____ and principal office in _____.
City and State City and State

The above-named entity is submitting an ITB for the City of Cocoa described as:

City of Cocoa

ITB # B-20-22-COC

Dyal Water Treatment Plant – Sludge Removal

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge and thereof the following;

a. The Affiant states that only one submittal for the above bid/proposal is being submitted and that the above-named entity has no financial interest in other entities submitting bid/proposals for the same project.

b. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid/proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

c. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

d. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

e. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Cocoa.

f. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Cocoa.

g. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Cocoa.

_____	_____	_____
(Authorized Signature)	Name of Business	Phone & Fax Number
_____	_____	_____
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known
Or
Produced Identification

Notary Public: _____

Print Name: _____

My Commission expires: _____

Failure to complete the above will result in the bid/proposal being declared non-responsive.

Section 100.16 Public Records – Florida Statute §119

The City of Cocoa is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

a. Keep and maintain public records required by the City in order to perform the service;
b. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City Clerk. The Contractor agrees to make available to the City Clerk, during normal business hours and in Brevard County, all books of account, reports and records relating to this contract.

If the contractor has questions regarding the application of Chapter 119, Florida Statute, to the contractors' duty to provide public records to this contract, contact the custodian of public records at:

City of Cocoa
Attn: City Clerk's Office
65 Stone Street, City Hall
Cocoa, Florida 32922
cityclerk@cocoafl.org

_____
(Print Name & Title)

_____
(Signature & Date)

Failure to complete the above will result in the bid/proposal being declared non-responsive.

Signature acknowledges receipt and understanding of this form.

SECTION 200 - Post Award Forms

(Forms required within 10 business days from date of official award notification.)

Dyal Water Treatment Plant – Sludge Removal

ITB # B-20-22-COC

AUGUST 10, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF AWARD

Department: Utilities – Dyal WTP	Division:
Bid/Proposal / ITB / ITB #: **Dyal Water Treatment Plant – Sludge Removal** **ITB # B-20-22-COC**	Project #
Awarded To:	Scope of Work or Services: The City of Cocoa is seeking to enter a contract with a hauling/transport company to remove the sludge from the site and properly dispose of it The intent is to award a multi-year contract to the lowest most responsive and responsible vendor capable of providing said services at a high degree of professionalism and quality.
Address / City / State / Zip:	Phone / Fax #'s:
Purchase / Contract Amount:	Date of Recommended Award:
Date of Contractor Acknowledgement:	Date of City Council Approval:
Title / Position (Print)	Purchasing / Contracts Division Manager (Print):
Signature:	Signature:

Please complete all applicable areas above.

Return the Notification of Award to Purchasing & Contracts Division when completed.

Section 200.2 Form of Agreement

This Agreement made and entered into on the _____ day of _____, 20____ by and between _____ _____ , authorized and duly licensed to do business in the State of Florida, hereinafter called the Contractor, with an address of _____, and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City, with an address of 65 Stone Street, Cocoa, Florida 32922.
Witnessed that the Contractor and the City, for the Consideration herein-after named, agree as follows:

ARTICLE I. AGREEMENT.

The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid **ITB # B-20-22-COC Dyal Water Treatment Plant – Sludge Removal** and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

ARTICLE II. COMMENCEMENT AND COMPLETION OF WORK.

The Contractor will be required to commence work under this contract within **10** calendar days after the date of receipt by him of Notice to Proceed or Purchase Order~~, and substantially complete the work within ___days and totally complete all work in its entirety within ___ days of Notice to Proceed or Purchase Order,~~ (See Table 1 – Project Timeline). The City anticipates issuing the Notice to Proceed by **1 Oct 2020**. ~~The work must be substantially complete by _____, 2020 and totally complete in its entirety by _____, 2020~~. The Contractor agrees to the terms and conditions set forth of the contract for a period **three (3) years** from the effective date of the Notice to Proceed or Purchase Order to include **two (2) option year** extensions. The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of two-hundred fifty dollars **($250.00)** per calendar day for each day past day 85. All provisions regarding Contract Time are essential to the performance of this Contract. The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

ARTICLE III. CONTRACT SUM.

For Services rendered, the CITY shall pay the CONTRACTOR for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

_____ $_____

(Written in Words) (In Numerical Figures)

The CONTRACTOR agrees to accept the contract price as full compensation for performing all work, furnishing all materials, and performing all work embraced in the contract documents.

The Contractor acknowledges that Contractor studied, considered, and included in Contractor 's Total Bid all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

The Contractor acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by Contractor.

1) In addition to the acknowledgments previously made, the Contractor acknowledges that the Contractor 's Total Bid (original Contract Price) specifically considered and relied upon Contractor 's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.
2) The Contractor acknowledges that Contractor 's Total Bid (original Contract Price) considered and included all of Contractor 's costs relating to Contractor 's responsibilities to coordinate and sequence the Work of the Contractor with the work of the City, if any, with its own forces, the work of other contractors, if any, and the work of others at the Project site.

Payments will be made to the Contractor for actual quantities installed on the basis of the Schedule of Unit Prices included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price Work, the Contract Price stated in the Agreement will include for all Unit Price Work an amount equal to the sum of the Unit Prices for each item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by Contractor to be adequate to cover all costs, including supplemental and administrative costs, and profit.

ARTICLE IV. PERFORMANCE AND PAYMENT BOND.

The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ _____ with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor

in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

ARTICLE V. PROGRESS PAYMENTS.

Partial payments calculated from materials stored on the job site and completed work in place and acceptable to the City at the unit bid prices will be made in accordance with the Florida Prompt Pay Act, Chapter 218, Part VII, Florida Statutes. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices will be utilized for pay purposes. Ten percent (10%) of the amount due and payable to the Contractor will be retained from each month's partial payment.

The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. City shall make final payment to Contractor within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until Contractor has delivered to City a complete release of liens arising out the contract, or receipt releases of lien fully covering all labor, materials and equipment for which a lien could be filed as provided in Article VIII below.

Also, the contractor shall: (1) provide satisfactory evidence that it has acquired title to the materials that it has been paid for and that the material will be used to perform this contract, and (2) provide a Consent of Surety for the progress payments.

Progress payments may be withheld if:

a. Work is found defective and not remedied;
b. Contractor does not make prompt and proper payments to subcontractors;
c. Contractor does not make prompts and proper payments for labor, materials, or equipment furnished him;
d. Another contractor is damaged by an act for which Contractor is responsible;
e. Claims or liens are filed on the job; or
f. In the opinion of the City that Contractor's work is not progressing satisfactorily.

Further, City may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if Contractor is behind schedule and it is anticipated by City that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the City's discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to Contractor in the next Progress Payment following the City's

approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by the General Conditions.

By making payments City does not waive claims including but not limited to those relating to:

a. Faulty work appearing after substantial completion has been granted;
b. Work that does not comply with the Contract Documents:
c. Outstanding claims of liens; or
d. Failure of Contractor to comply with any special guarantees required by the Contract Documents.

ARTICLE VI. REIMBURSABLE EXPENSES. NOT APPLICABLE

~~"Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Financial Operating Manual.~~

ARTICLE VII. ACCEPTANCE AND FINAL PAYMENT.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within thirty (30) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

ARTICLE VIII. CONTRACT DOCUMENTS.

The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. In case of any inconsistency in any of the documents bearing on the Agreement between the City and the Contractor, the inconsistency shall be resolved by giving precedence in the following order:

a. Agreement Exhibits and Addenda
b. Change Orders

c. Supplemental Terms and Conditions
d. General Terms and Conditions
e. Engineering Plans and Drawings
f. Contractor's Bid Submittal
g. [OTHER]

At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the City at its sole discretion will interpret the intent of the Contract Documents and the Contractor hereby agrees to abide by the City's interpretation and agrees to carry out the work in accordance with the decision of the City.

ARTICLE IX. LIBILITY INSURANCE.

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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 the 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.

G. 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.

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

For contracts exceeding time periods of 30 days, it is required that the contractor 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.

ARTICLE X. ATTORNEY FEES AND COSTS.

Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

ARTICLE XI. RIGHTS AT LAW RETAINED.

The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

ARTICLE XII. CONTROLLING LAW, VENUE, ATTORNEY'S FEES.

This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Brevard, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

ARTICLE XIII. FULLY NEGOTIATED AGREEMENT.

This agreement has been fully negotiated in an arm's length transactions and neither party has been coerced in any manner to execute this agreement. Each party has opportunity to employ

legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

ARTICLE XIV. SEVERABILITY.

If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

ARTICLE XV. VENUE AND GOVERNING LAW.

The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. Venue for any federal action or litigation shall be Orlando, Florida. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

ARTICLE XVI. MODFICATIONS TO AGREEMENT.

This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

ARTICLE XVII. NOTICES.

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

For City:

Carie Shealy
City Clerk – City of Cocoa
65 Stone Street
Cocoa, FL 32922

For Contractor:

(Company)
(Address)
(City, State, Zip)
(Phone)

ARTICLE XVIII. BINDING EFFECT.

This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

ARTICLE XIX. WAIVER.

Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

ARTICLE XX. WAIVER OF JURY TRIAL.

The City and consultants have specifically waived the right to a jury trial concerning any disputes, which may arise concerning this agreement.

ARTICLE XXI. NON-WAIVER.

No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONTRACTOR's duties and obligations hereunder**. ITB # B-20-22-COC, Dyal Water Treatment Plant – Sludge Removal.**

ARTICLE XXII. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, Contractor shall be considered an independent contractor and not an employee of the City.

ARTICLE XXIII. CHANGE ORDERS.

Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to the Contractor performing, or not performing, the work specified in the change order.

ARTICLE XXIV. SOVEREIGN IMMUNITY.

The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law.

Contractor agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00).

Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

ARTICLE XXV. DEFAULT BY CONTRACTOR.

The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within seven (7) calendar days, in which case the Contractor promptly takes and diligently pursues such action as are necessary therefore; or
b. Contractor is adjudicated bankrupt or makes any assignment for the benefit of creditors; or Contractor becomes insolvent, or is unable or unwilling to pay its debts; or
c. Contractor has acted negligently, as defined by general and applicable law, in performing the services hereunder; or
d. Contractor has committed any act of fraud upon the City; or
e. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation law, without limitation, and without any further demand or notice.

ARTICLE XXVI. TERMINATION.

Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if:

a. Contractor is in default pursuant to Article 20, Default by Contractor;
b. Contractor makes a general assignment for the benefit of its creditors;
c. Contractor fails to comply with any condition or provision of this Agreement; or
d. Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement.

In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination. This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

ARTICLE XXVII. INDEMNIFICATION.

To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the City and the State of Florida, Department of Transportation, including the City and Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, subcontractors, or independent contractors, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties.

The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included this indemnification provided herein.

The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties. This indemnification shall survive the termination of this Agreement.

ARTICLE XXVIII. COPORATE REPRESENTATIONS BY CONTRACTOR.

Contractor hereby represents and warrants to the City the following:

a. Contractor is duly registered to do business in the State of Florida and is in good standing under the laws of Florida and is duly qualified and authorized to carry on the functions and operations set forth in the Agreement.
b. The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

ARTICLE XXVIX. NO JOINT VENTURE.

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

ARTICLE XXX. THIRD PARTY RIGHT.

Nothing in this Agreement shall be constructed to give any rights or benefits to anyone other than City and Contractor.

ARTICLE XXXI. ASSIGNMENT.

a. Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any Moines due or to become due hereunder without the prior, written consent of City.
b. If upon receiving written approval from city, any part of this Agreement is subcontracted by Contractor, Contractor shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
c. If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor who shall take immediate steps to remedy the situation.
d. If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any work by the subcontractor, Contractor shall require the subcontractor to provide city and its affiliates with insurance coverage as set forth by the City.

ARTICLE XXXII. DESIGNATION OF PROJECT MANAGER.

a. **General Administration of Contract**. The primary function of the City is to provide the general administration of the contract. In performance of these duties and responsibilities, the authorized representative is the designated City Project Manager during the entire period of construction. The City may change the Project Manager during the term of this contract.
b. **Inspections, Opinions, and Progress Reports.** The City shall be kept familiar with the progress and quality of the work by Contractor and may make periodic visits to the work site. The City will not be responsible for the means of construction, or for the sequences, methods, and procedures used therein, or for the Contractor 's failure to perform the work in accordance with the Contract Documents.
c. **Access to Worksite for Inspections.** The City shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor.
d. **Interpretation of Contract Documents: Decisions on Disputes.** The City will be the initial interpreter of the contract document requirements and make decisions on claims and disputes between Contractor and City.
e. **Rejection and Stoppage of Work.** The City shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.
f. **Payment Certificates.** The City will determine the amounts owing to Contractor as the work progresses, based on Contractor 's applications and City 's inspections and

observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

ARTICLE XXXIII. PROGRESS MEETING.

City's Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of work entered into under this Agreement. Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager.

ARTICLE XXXIV. RESPONSIBILITIES OF CONTRACTOR.

Contractor's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision and Construction**. Contractor shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. Contractor shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.
b. **Discipline and Employment.** Contractor shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.
c. **Furnishing of Labor, Materials, etc.** Contractor shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with the Contract Documents.
d. **Payment of Taxes: Procurement of Licenses and Permits.** Contractor shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. Contractor warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for Contractor to undertake the contract work.
e. **Guarantee.** The Contractor hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The Contractor shall remove, replace and/or repair at its own expense and at the convenience of the City any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents.

   Without limiting the generality of the foregoing, the Contractor warrants to the City, that all materials and equipment furnished under this Agreement will be of first-class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and

in the contract, documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, Contractor will provide written guarantee for work and materials for one (1) calendar year after acceptance by City. The one (1) period is not a limitation upon manufacturer warranties or Contractor's payment and performance Bond(s).

ARTICLE XXXV. PROHIBITION AGAINST CONTINGENT FEES.

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

ARTICLE XXXVI. PUBLIC RECORDS.

Pursuant to Chapter 119, Florida Statutes, Contractor 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 Contractor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Contractor. 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 Contractor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

ARTICLE XXXVII. FORCE MAJEURE.

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

ARTICLE XXXVIII. FDOT CONFLICT OF INTEREST PROVISIONS. (IF APPLICABLE)

The Contractor agrees as follows and agrees to include in each subcontract and shall require all subcontractors to include in each second tier subcontract the following:

a. The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulation of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the FDOT-required attachment, Title VI Assurances, in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
b. The Contractor will comply with all requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the City pursuant thereto.
c. A person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for construction or repair of a public building or public work; may not submit bids or 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 contractor list.
d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Contractor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids or leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the City.
f. The Contractor shall not enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer, or employee of the City, the Contractor, or its subcontractor or the locality during tenure or for 2 years thereafter has any interest, direct or indirect.

ARTICLE XXXIX. INSPECTOR GENERAL.

The Parties agree to comply with s. 20.055(5). Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes, which provides: "It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

ARTICLE XL. FEDERALLY REQUIRED CONTRACT CLAUSES.

A. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Compliance with the Contract Work Hours and Safety Standards Act

1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work

Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

C. Clean Air Act

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.
3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

D. Federal Water Pollution Control Act

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

G. Procurement of Recovered Materials

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    a. Competitively within a timeframe providing for compliance with the contract performance schedule;
    b. Meeting contract performance requirements; or
    c. At a reasonable price.

2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

H. Access to Records

The following access to records requirements applies to this contract:

1) The contractor agrees to provide the City, the State of Florida, the federal funding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3) The Contractor agrees to provide the State of Florida, the federal funding agency, or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

I. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, procedures, and directives.

J. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

K. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

L. Compliance with the Davis-Bacon Act

1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

    a. Additionally, contractors are required to pay wages not less than once a week.
    b. The Contractor agrees to include these Davis-Bacon Act requirements in each subcontract.

M. Copeland "Anti-Kickback" Act

1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the City or any federal funding or state funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES: CITY OF COCOA

_____ **_____**

Matthew Fuhrer, Interim City Manager

_____ **_____**

Carie Shealy, City Clerk

Dated: _____

WITNESSES: FIRMS

_____ **By: _____**

_____ **Dated:_____**

Attachments:

a. ITB B-20-22-COC
b. Firm Response to ITB
c. Scope of Service
d. Bid/proposal Tabulation Sheet
e. Bid/proposal Form
f. Bid/proposal Summary, Notice of Award, Notice to Proceed

Approved by the City Council of the City of Cocoa at a meeting held on this _____ day of _____, 2020 under Agenda Item No. _____.

Section 200.3 Corporate Principle Certificate

I, _____, certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____ who signed the said Bid Bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

_____

Signature Title

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification

Notary Public: _____

Print Name: _____

My Commission expires: _____

Section 200.4 Certificate of Liability Insurance

Insert business's current Certificate of Insurance

Section 200.5 Certificate of Insurance for Workers' Compensation

This is to certify that _____,

Company has issued to _____,

of the City of _____, State of _____,

the following policy or polices: Workers' Compensation and Employer's Liability

Policy No. _____ effective on _____, 20 ____.

re _____ Policy No. _____

effective on _____, 20____ and expiring on _____

_____ 20___ re _____ limits _____

_____.

If at any time this coverage is to be cancelled, the undersigned will notify the insured and the City of Cocoa, Purchasing Department in writing thirty (30) days prior to cancellation of policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known
Or
Produced Identification

Notary Public: _____

Print Name: _____

My Commission expires: _____

Section 200.6 Affidavit Regarding Workers' Compensation

_____ being duly sworn according to law, deposes and says (it, he they) has accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and _____ insured (its, his, their) liability thereunder in accordance with the terms of said Laws with the _____ Company, under the terms of Policy No. _____ for a period from _____, 20____ to _____, 20____.

_____	_____	_____
(Authorized Signature)	Name of Business	Phone & Fax Number
_____	_____	_____
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification	Notary Public: _____ Print Name: _____ My Commission expires: _____

Section 200.7 Performance and Payment Bond

In compliance with the Florida Statutes Chapter 255.05 (1) (a)

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone St.
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	
Bid Number:	

BY THIS BOND, we _____ as Principal

and _____ a Corporation as Surety,

are bound to ___City of Cocoa_____, herein called Owner, in the sum

of $ _____, for payment of which we bind

ourselves, our heirs, Personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

a. Performs the contract dated _____, 20_____, between Principal and Owner for construction of _____ as specified for the _____ location, the contract being made a part of this bond by reference, at the times and in the manner prescribed in this contract; and
b. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution if the work provided for the contract; and
c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the contract; and
d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract and by law, then this bond is to be void; otherwise it remains in full force and effect.
e. In any action against this performance bond, the Owner is entitled to attorney's fees under sections 627.428 and 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 20_____.

CONTRACTOR AS PRINCIPAL

Company:

_____

(Corporate Seal)

Signature_____

Title_____

SURETY

Company:

_____

(Corporate Seal)

Signature_____

Title_____

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION TO PROCEED

This acknowledgment is to hereby officially notify vendor: _____, that Project #_____, corresponding to Bid/Proposal / ITB / ITB # **B-20-22-COC**, was approved by City Council on_____, and is permitted to proceed with the work specified within the scope of services required and in accordance with the schedule of rates, terms and general conditions defined herewith the original proposed award.

Department – Division Utilities – Dyal WTP	Vendor
Title / Position (Print)	Title / Position (Print)
Date:	Date:
Signature:	Signature:

Purchasing & Contracts Division

Title / Position (Print): Purchasing & Contracts Manager	Department Code No.
Signature	Date:

Please complete the information required above.
Return the Notification to Proceed to the Purchasing Division when completed.
Thank you for the cooperation

SECTION 300 - Post Work Completion

(Forms required to be submitted upon completion of work)

Dyal Water Treatment Plant – Sludge Removal

ITB # B-20-22-COC

AUGUST 10, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

Section 300.1 Receipt and Release Liens

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned _____ of _____ was heretofore, on _____, 2_____, award a Contract by _____ for the Contract Price of $_____ to furnish all the materials and labor in the construction of a project entitled:

ITB # B-20-22-COC: Dyal Water Treatment Plant – Sludge Removal

in accordance with the plans and specifications therefore, as prepared by City of Cocoa, and the undersigned has completed said work and fully complied with said Contact and has heretofore received the sum of $ _____ as payment thereon.

That the undersigned has this date received from _____ the sum of $_____, representing the full balance due _____, as Contractor, under the terms of said Contract, and certified that said Contract has been fully performed in accordance with the terms thereof, and that _____ has paid in full all persons furnishing labor and/or materials in connection therewith, including all subcontractors and suppliers, and that there are no unpaid bills for labor performed or materials furnished in connection with said work or improvements.

That the undersigned, for value received, does hereby forever release and discharge the said _____ as described in the said Contract, from any and all liens, claims or demands whatsoever that _____ has or may have for work performed or materials furnished thereon by any subcontractor or supplier and that _____ will hold harmless the _____ from any and all loss liability arising or to arise by reason of any unpaid bills for labor performed or materials furnished on said project in connection with said work or improvements.

Contractor

_____

_____

_____

Witnessed by

_____

Title

State of:

County of:

Before me, the undersigned authority, personally appeared _____, to me well known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the _____ day of _____, A.D., 2 _____.

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification

Notary Public: _____

Print Name: _____

My Commission expires: _____

Section 300.2 Consent of Surety for Final Payment

Project Name _____

Location _____

Project No. _____ Contract No. _____

Type of Contract _____

Amount of Contract $_____

Amount of Contract _____
(In Words)

_____
_____ (Dollars)

In accordance with the provisions of the above-named contract between the Owner and the Contract, the following named surety:
_____
_____
_____
_____ on the Payment Bond the following named Contractor:_____
_____
_____
_____ hereby approves of final payment to the contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner: as set forth in said Surety company's bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this

_____ day of _____ 20_____.

_____
(Name of Surety Company)

_____
(Signature of Authorized Representative)

(Affix Corporate Seal)

_____
(Title)

Section 300.3 Contractor Performance Evaluation

Contractor Name:
_____

Project Description: _____

Project No. _____ P.O. No. _____P.O. Value _____P.O. Status: □ Complete □ In Process

Project Manager: _____ Date: _____

		1	2	3	4	5	N/A
Quality of Contractors Work (And Subcontractors)							
1	Quality of Contractors Work	□	□	□	□	□	□
2	Quality of Supervisory Personnel	□	□	□	□	□	□
3	Quality of Workforce (including subcontractors)	□	□	□	□	□	□
4	Quality of Project Cleanliness	□	□	□	□	□	□
Compliance with Contract Documents							
5	Compliance with Contract Documents	□	□	□	□	□	□
6	Works within Scope of Work	□	□	□	□	□	□
7	Complies with Environment Requirements and Safety	□	□	□	□	□	□
Adherence to Project Schedule Including Project Completion							
8	Adherence to Project Schedule Including Project Completion	□	□	□	□	□	□
9	Response to Directive Immediately	□	□	□	□	□	□
10	Submission of Project Schedule and Updates	□	□	□	□	□	□
11	Submission of Shop Drawings / Phots	□	□	□	□	□	□
12	Notification of Possible Delays	□	□	□	□	□	□
13	Timeliness and Quality of Remedies for Deficiencies / Unacceptable Work	□	□	□	□	□	□
Quality of Contractor's Safety Program							
14	Quality of Contractor's Safety Program	□	□	□	□	□	□
15	Adherence to Work Safe Requirements	□	□	□	□	□	□
16	Adherence to Safety and Security Rules of City	□	□	□	□	□	□
Working Relationship of Contractors with Project Management							
17	Cooperation / Communication with Project Manager	□	□	□	□	□	□
18	Attendance at Project Meetings	□	□	□	□	□	□
Contractor's Ability to Work Within Allotted Cost							
19	Contractor's Ability to Work Within Allotted Cost	□	□	□	□	□	□
20	Accuracy of Contractor Billing	□	□	□	□	□	□
21	Ability to Control the Change and Cost of the Work	□	□	□	□	□	□
22	Contractor Brings Forward Innovative Ideas to Control or Reduce Cost or Increase Quality	□	□	□	□	□	□
23	Change Order Quotes are Reasonable and Timely, no Unresolved Issues	□	□	□	□	□	□

Comments:

SECTION 400 – Federal Terms and Conditions

(Projects assisted by Federal Financial Assistance Programs must complete this section or bid will be disqualified)

Dyal Water Treatment Plant – Sludge Removal

ITB # B-20-22-COC

AUGUST 10, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

Section 400.1 SPECIAL DISASTER RELIEF AND RECOVERY PROVISIONS **(Not Applicable)**

For the purposes of the City, as a sub-recipient, to obtain Federal assistance through grants, reimbursements, advances or other Federal financial assistance programs as a result of a disaster, solicitations and contract documents must include the provisions and forms in this Exhibit as required by the Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA). Contractor agrees to comply with the following contract provisions, as applicable for the parameters as outlined in each provision below:

1. **Indemnity of Funding Entities.** The Contractor agrees to indemnify and hold harmless the State of Florida, the Federal Government and its agencies, including but not limited to the Federal Emergency Management Agency (FEMA) and the City, and their officers, agents, employees and elected officials, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', employees' and subcontractors' acts or omissions associated with this Contract.

2. **Additional Remedies.** In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or in equity; in the event of breach or violation of the Contract, the Contractor shall be subject to debarment or suspension and from consideration for the award of additional contracts from the City.

3. **Termination for Cause.** In the event of breach of the Contract by Contractor, the City may terminate the Contract for cause upon written notice of termination to the Contractor. Prior to terminating the Contract, the City shall first provide written notice of the breach to the Contractor and allow the Contractor seven (7) calendar days to cure the breach. In the event of a termination by the City for cause, the City shall make payment for work properly performed prior to the effective date of termination, but shall not be liable for any other costs incurred related to termination or the Contract, including but not limited to, any orders for materials, supplies, or services placed prior to the effective date of termination which cannot be cancelled and which were not delivered or properly performed prior to termination. In addition, no compensation shall be paid to the Contractor for demobilization, disengagement, wind down or other cost incurred due to termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City. In the event of termination of the Contract, nothing herein shall be deemed to limit any remedies available to the City at law or in equity, including any ability to recover damages arising from the Contractor's performance or failure to perform under the Contract.

4. **Termination for Convenience.** The City reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the City to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. In the event of such termination, the City shall pay Contractor for those costs directly

attributable to work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City. No costs shall be paid which are recoverable in the normal course of the business in which Contractor is engage, nor shall the City pay any costs which can be mitigated through the sale of supplies or inventories. In the event of termination of the Contract, nothing herein shall be deemed to limit any remedies available to the City at law or in equity, including any ability to recover damages arising from Contractor's performance or failure to perform under the Contract.

5. **Equal Employment Opportunity**. The Contractor shall comply with the provisions of Section (C) of Appendix II of 2 CFR Part 200 entitled "Equal Employment Opportunity." The Contractor and its subcontractors shall also comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). To the extent that such Orders and regulations apply and require the inclusion of any language into the Contract (including but not limited to the language contained in 41 CFR 60-1.4(b) and 60-4.3 if required), such language shall be deemed included and made a part of the Contract as if fully reproduced therein.

6. **Anti-Kickback.** The Contractor and its subcontractors shall comply with and shall take no action which would violate the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).

7. **Davis-Bacon Act.** If the Contract is a construction contract in excess of two thousand dollars ($2,000.00) and if required by the applicable federal grant program legislation, the Contractor and its subcontractors shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). For purposes of clarification and mutual understanding, the Davis-Bacon Act does not apply to debris removal agreements unless done in conjunction with a construction project.

8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. If the Contract is in excess of $100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, a contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working

conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. Reporting Requirements; Patent and Copyrights. The Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of FEMA, and the State of Florida, Department of Community Affairs, pertaining to:

(i) Reporting;
(ii) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract; and
(iii) Copyrights and rights in data, applicable to contracts subject to payment or reimbursement from funding made pursuant to a Disaster Relief Funding Agreement (or similar agreement) with the City. The federal awarding agency (and, if applicable, any intermediary state agency) and the City shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for governmental purposes (i) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant, and (ii) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. The City, State of Florida, and federal government shall have the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award, and authorize others to receive, reproduce, publish or otherwise use such data for federal and other governmental purposes. The Contractor is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401.

10. Access to Records. The Contractor and its subcontractors shall permit access by the State of Florida, the City of Cocoaor any requesting Federal agency, the Comptroller General of the United States, the Inspectors General, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

11. Record Retention. Unless a different period is required by law, the Contractor and its subcontractors shall retain all records related to the Contract for five (5) years after receipt of final payment under the Contract and all other pending matters related to the Contract are closed. If any litigation, claim or audit is started before the expiration of the five (5) year period or other applicable retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Notwithstanding the preceding, to the extent allowed by law for work performed related to a disaster event for which the City has applied for reimbursement or

funding from FEMA, all records shall be retained for the longer of the period set forth above or five (5) years from the date of final closeout of the disaster by the federal agency.

12. **Environment Regulations.** If the Contract is in excess ($150,000.00), the Contractor and its subcontractors agree as follows: (a). to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), including Environmental Protection Agency regulations (40 CFR part 15). The Contractor and its subcontractors shall incorporate these requirements into all subcontracts in excess of one hundred fifty thousand dollars ($150,000.00).

13. **Energy Efficiency.** The Contractor and its subcontractors shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

14. **E-Verify Program**. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subcontractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract. The Contractor shall provide to the City, within thirty (30) days of the effective date of this Contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage). Contractor further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify Program on the same terms as Contractor. Contractor shall obtain from its subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the City upon request.

15. **Title VI Compliance.** Title VI of the Civil Rights Act, 42 U.S.C. 2000, provides in Section 601, that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." Contractor, for itself, its delegates, successors in interest, its assigns, and its subcontractors, and as a part of the consideration hereof, does hereby covenant and agree that:

    (i) It shall comply with Section 601 of Title VI of the Civil Rights Act, 42 U.S.C. 2000, set forth above; and
    (ii) It shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The failure by the Contractor to carry out these

requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the CITY deems appropriate as set forth below; and

(iii) In the furnishing of services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, creed, disability, national origin, religion or sex. In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach shall constitute a breach of the Contract and the CITY shall have the right to immediately terminate the Contract in whole or in part, without liability, or seek such other remedy (ies) as the CITY deems appropriate, including but not limited to suspension or debarment from future CITY contracts. In addition to the City, the United States shall also have the right to enforce such laws and regulations. This nondiscrimination agrees with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-7. Contractor shall require that all of its subcontractors agree and comply with the requirements of this paragraph.

16. Small, Minority, and Women's Business Enterprises. Contractor shall comply with the requirements of 2 CFR § 200.321 and take all necessary affirmative steps when subcontracting set forth in § 200.321(b) (1) - (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including but not limited to placing such firms when qualified on solicitation lists and soliciting them as potential sources whenever possible.

17. Debarment; Ineligibility. The Contract may not be awarded to a party listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989., p. 235). The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall not employ any subcontractor that is debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall include such requirement in writing in its subcontracts. In the event that Contractor or any of its subcontractors becomes debarred, suspended, proposed for debarment, ineligible or excluded from performing any work hereunder, the Contractor shall immediately cease, or cause its sub-contractor to cease, all work and notify the City in writing. The Contractor and its subcontractors shall each execute and submit to the City prior to performing any work hereunder a debarment certification in the form and content set forth in the Contract solicitation or as otherwise specified by the City.

18. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a

contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Contractor shall immediately notify City in writing and cease all work (or cause the applicable subcontractor to cease all work) in the event that it or a subcontractor is placed on the convicted vendor list.

19. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity. The Contractor shall immediately notify City in writing and cease all work (or cause the applicable subcontractor to cease all work) in the event that it or a subcontractor is placed on the discriminatory vendor list.

20. Lobbying -Byrd Anti-Lobbying Amendment – 31 U.S.C. § 1352, as amended ($100,00 or more)

The Contractor shall comply with the requirements of Appendix II to 2 CFR Part 200 regarding lobbying activities. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

The Contractor and its subcontractors shall execute and submit to the City, prior to performing any work hereunder, a lobbying certification in the form and content set forth herein or as otherwise specified by the City.

21. Fees and Commissions. The Contractor warrants that it has not:

(i) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration any company or person, other than bona fide personnel working solely for the Contractor, to solicit or secure this Contract;
(ii) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; and

(iii) Paid, or agreed to pay, or given or offered any fee, contribution, donation, commission, percentage, brokerage, consideration, gift, loan, or anything of value (Value) to any person, company, corporation, individual, organization or firm, other than bona fide personnel working solely for the Contractor, in connection with, consideration for, or contingent upon, or resulting from the award or making of this Contract.

The Contractor further warrants and agrees that no member of, or delegate to, the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom. It is understood and agreed to by Contractor that, for the breach or violation of this paragraph, the City shall have the right to immediately terminate this Contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of any Value.

22. American with Disabilities Act of 1990 (ADA). The Contractor and, as required, its subcontractors shall comply with the ADA, the regulations of the Federal government issued thereunder, and assurance by the City of Cocoa pursuant thereto.

23. Resource Conservation and Recovery Act of 1976. The Contractor and its subcontractors in performing work pursuant to this Contract shall comply with Section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962) and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247. These laws and regulations designate certain items that are or can be made with recovered materials. Pursuant to such requirements, for purchases of designated items exceeding $10,000 per year (or $10,000 in the preceding fiscal year), the Contractor and its subcontractors shall procure those designated items listed in the EPA regulations composed of the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, but the Contractor and its subcontractors are not required to procure such items if they are not reasonably available in a reasonable period of time, fail to meet reasonable performance standards, or are only available at an unreasonable price. In addition to EPA designated items, Contractor certifies that if any other products are expressly specified in the Contract by City to include a specified minimum content of recovered materials, the Contractor and its subcontractors shall use at least the minimum amount so specified in the Contract. For purchases of contractually specified recovered material items or EPA designated items above the established threshold limits ($10,000) per year, if any, procured by the Contractor or its subcontractors under this Contract, Contractor shall provide the CITY annually and upon final completion of the work, a report detailing the designated items procured and their percentage of recycled material used.

24. Subcontracting; Payment to Subcontractors. The Contractor shall self perform such percentage of the work related to a Disaster Event as may be required by the state or federal program providing reimbursement. With respect to all work under the Contract, the Contractor shall pay each of its subcontractors, for all work satisfactorily performed within 30 days from receipt of payment from the City. The Contractor further agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work

is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City.

25. State and Federal Law; Inclusion in Subcontracts. The Contractor and its subcontractors (of all tiers) shall comply with and be bound by the provisions of all applicable federal, state and local laws, rules, regulations and licensing requirements governing the work performed hereunder, including but not limited to the provisions of 2 CFR Chapter II Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). In addition, the Contractor and its subcontractors (of all tiers) shall comply with all laws, rules and regulations applicable to each program under which the City is eligible for funding for payment or reimbursement for work performed by the Contractor, including but not limited to, The Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5121), 2 CFR Chapter II Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and related regulations contained in Title 44 of the Code of Federal Regulations for disaster relief work. The Contractor shall physically incorporate a copy of this Exhibit and all attachments hereto, in all subcontracts of all tiers. In the event of any ambiguity or question by the Contractor or any of its subcontractors of any tier regarding the program under which the City is or will be seeking payment or reimbursement for any work, the Contractor shall immediately contact the City and request clarification from the City prior to proceeding with the work or authorizing a subcontractor to proceed with such work.

26. DHS Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. Seals and devices of the Federal Government, departments, bureaus, and independent agencies are not in the public domain and cannot be used for purposes other than official business without specific authorization of the agency involved. In addition, the FHWA seal and logo are for the official use of USDOT and not for the use of the private sector on its materials. To the public, such use would send a message that the USDOT favors or endorses an organization, its activities, its products its services, or its personnel (either overtly or tacitly), which it does not and cannot do. Whether the private sector partner/grantee/vendor/contractor is nonprofit or commercial is not a factor.

27. Compliance with Federal Law, Regulations, and Executive Orders. The contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

28. No Obligations by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

29. Program Fraud and False or Fraudulent Statements or Related Acts. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Section 400.2 Federal Non-Collusion/Lobbying Certification

This statement is submitted with Proposal, ITN, or Contract Number _____, titled _____ Services and Ancillary Preparation/Recovery Services by _____ whose business address [Name of entity submitting ssworn

statement] is _____and its Federal Employer Identification Number (FEIN) is _____. My name is _____ and my [Please print name of individual signing] relationship to the above is _____.

A. **NON-COLLUSION PROVISION CERTIFICATION.**
The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B. **LOBBYING CERTIFICATION.**
The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by **31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995)**. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each failure."

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees the provisions of 31 U.S.C. **§** 3801 *et seq.*, apply to this certification and disclosure, if any.

AUTHORIZED SIGNATORY	Typed Name of AUTHORIZED SIGNATORY
Title	Date
Witness Signature	Typed Name of Witness

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

Failure to submit this form may be grounds for disqualification of your submittal

Section 400.3 Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Proposer certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

A. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

B. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

D. Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Cocoa. The Proposer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City of Cocoa. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Cocoa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____ DUNS: _____

Authorized Signatory Printed Name

_____ _____ CAGE Code: _____

Title Date As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

Failure to submit this form may be grounds for disqualification of your submittal

Section 400.4 – Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses **(Not Applicable)**

Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

A. The subcontractor is bound by the terms of this Agreement;

B. The subcontractor is bound by all applicable state and federal laws and regulations; and

C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses**, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Proposer.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____ DUNS: _____

Authorized Signatory Printed Name

_____ _____ CAGE Code: _____

Title Date As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

Failure to submit this form may be grounds for disqualification of your submittal

Section 400.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSIONLOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor:

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant”

refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

Failure to submit this form may be grounds for disqualification of your submittal

SECTION 500 - No Bid/Proposal Response

(Request completion if ITB is received and no intent to bid/proposal)

Dyal Water Treatment Plant – Sludge Removal

ITB # B-20-22-COC

AUGUST 10, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

Section 500.1 No Bid/Proposal Response to Invitation

If you do not intend to submit on this requirement, please complete and return this form prior to the date shown for receipt of proposals to: City of Cocoa, Procurement Division, 65 Stone Street, Cocoa, Florida 32922

I/WE HAVE DECLINED TO SUBMIT A PROPOSAL FOR ITB # **B-20-19 Dyal WTP – Water Treatment Chemicals** for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	**Reason**
	Bid/proposal requirements too "restrictive".
	Insufficient time to respond to the Invitation to Bid/proposal.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

_____

_____

_____

Company Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

Final Page

Nothing Follows

Dyal Water Treatment Plant – Sludge Removal

ITB # B-20-22-COC

AUGUST 10, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

August 17, 2020

Addendum 1
To the Bidding/Contract Documents and Specifications:
ITB# B-20-22-COC
Dyal WTP: Sludge Hauling / Removal

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications for the **Dyal WTP: Water Treatment Chemicals**, as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

1. This addendum includes and addresses the following questions:

   a. A Non-Mandatory Pre-Bid meeting will be held on August 20, 2020 at 9:00am located at the Claude H. Dyal Water Treatment Plant, 28400 SR. 520, Christmas, FL 32709.

2. All other Bidding/Contract Documents and Specifications remain unchanged.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division Manager, Heath Hancher, at purchasing@cocoafl.org.

V/r
Heath Hancher PmP, CPPM
Purchasing / Contracts Division Manager

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

August 19, 2020

Addendum 2
To the Bidding/Contract Documents and Specifications:
ITB# B-20-22-COC
Dyal WTP: Sludge Hauling / Removal

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications for the **Dyal WTP: Water Treatment Chemicals**, as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

1. This addendum includes and addresses the following questions:
    a. What have previous bidders routinely missed? Vendors subcontracted for such services have provided acceptable services. The City has published this bid for the purpose of establishing a multi-year contract agreement.
    b. What pricing was awarded to the last company who held this contract if any? $10.00 a cubic yard.
    c. Who is currently responsible for loading and hauling? The City will load and vendor will haul.
    d. What was the landfill previously used to dump the product? The vendor is responsible for identifying an authorized dump site.

2. All other Bidding/Contract Documents and Specifications remain unchanged.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division Manager, Heath Hancher, at purchasing@cocoafl.org.

V/r
Heath Hancher PmP, CPPM
Purchasing / Contracts Division Manager

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

August 19, 2020

Addendum 3
To the Bidding/Contract Documents and Specifications:
ITB# B-20-22-COC
Dyal WTP: Sludge Hauling / Removal

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications for the **Dyal WTP: Water Treatment Chemicals**, as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

1. This addendum includes and addresses the following questions:
    a. What is the annual production amount generated from that facility? Roughly 19,000yds in an estimate based on sludge production.
    b. What are the percent solids and is there a designated disposal site? This is a dried sludge byproduct. The vendor is responsible for locating an authorized dump site.
    c. Where can bid documents be located for download? All bid documents are available by accessing Vendor Link at www.myvendorlink.com.

2. All other Bidding/Contract Documents and Specifications remain unchanged.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division Manager, Heath Hancher, at purchasing@cocoafl.org.

V/r
Heath Hancher PmP, CPPM
Purchasing / Contracts Division Manager

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

August 21, 2020

Addendum 4
To the Bidding/Contract Documents and Specifications:
ITB# B-20-22-COC
Dyal WTP: Sludge Hauling / Removal

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications for the **Dyal WTP: Water Treatment Chemicals**, as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

1. This addendum includes and addresses the following questions:

    a. Are contractors only responsible to haul lime sludge or just surface water sludge (previous volume calcs) or a mix of both? (Cleaning the dump area). Both are possible, however mostly surface water sludge.
    b. Dryness of sludge. Sludge will be solar dried so the dryness will usually be in the 90% range as regular dump trucks can haul.
    c. Hours of loading. 7am – 3pm Monday – Friday, weekends can be arranged with 5-day notice.
    d. Staging of trucks on site. Roadside, roadway cannot be blocked.

2. All other Bidding/Contract Documents and Specifications remain unchanged.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division Manager, Heath Hancher, at purchasing@cocoafl.org.

V/r
Heath Hancher PmP, CPPM
Purchasing / Contracts Division Manager

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

September 4, 2020

Addendum 5
To the Bidding/Contract Documents and Specifications:
ITB# B-20-22-COC
Dyal WTP: Sludge Hauling / Removal

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications for the **Dyal WTP: Water Treatment Chemicals**, as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

1. This addendum includes and addresses the following questions:

    a. Clarify the unit of measure for ITB No. B-20-22-COC.
        i. Unit of measure for Section 100.6 and 100.7 for this bid is to be measured in CUBIC YARDS.

2. All other Bidding/Contract Documents and Specifications remain unchanged.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division Manager, Heath Hancher, at purchasing@cocoafl.org.

V/r
Heath Hancher PmP, CPPM
Purchasing / Contracts Division Manager

1151

Pre-Bid Meeting

ITB NAME: Dyal Sludge Removal

ITB NUMBER: 8/20/2020 9:00

COMPANY NAME (Please Print)	YOUR NAME (Please Print)	PHONE NUMBER (Please Print)	EMAIL ADDRESS (Please Print)
Cocoa	William Troy Howell	321 635-7772	THowell@cocoafl.org
BRADAM	Matt Smith	262-308-3583	MattS@BRADAMENERGIES.com
Revinu	Treavor Eaton	239-989-4617	Teaton@Schwingbioset.com

1152

BID OPENING - SIGN IN SHEET

BID NAME: Dyal WTP - Sludge Removal / Hauling

ITB NUMBER: B-20-22-COC **DATE/TIME: 9/10/2020 3:00PM**

COMPANY NAME (Please Print)	YOUR NAME (Please Print)	PHONE NUMBER (Please Print)	EMAIL ADDRESS (Please Print)
CITY OF COCOA	Heath Hancher	321-433-8833	hhancher@cocoafl.org
CITY OF COCOA	Diane Kozlak	321-433-8844	dkozlak@cocoafl.org
City of Cocoa	Christine Savage	321-433-8775	CSavage@cocoafl.org
J & M Materials	Tina Jernigan	813-478-2102	Jandmmaterials@gmail.com
J & M Materials	Jeff Jernigan	813-478-2102	Jandmmaterials@gmail.com

CITY OF COCOA
TABULATION SHEET

Dyal WTP - Sludge Hauling / Removal
ITB B-20-22-COC

ITB Final Tabulation: Sept 10th, 2020

Note: The Tabulation Sheet is used to document the screening of bid / proposal pricing, material and immaterial contents. Results of the the tabulation are documented within this form DOES NOT constitute an award. After evaluations are recorded, recommendation is reviewed by City Council for final approval. Notice of award will be sent forth via email from the Purchasing and Contracts Division.

VENDOR	Base Year	Year 2	Year 3	Opt Yr 1	Opt Yr 2	Total Accumulated Bid
REVINUE INC. Base Unit: $53.37; Yr1: $54.44; Yr2: $55.53; Yr3: $55.53; Opt1: $56.64; Opt2: $57.77	$ 1,014,030.00	$ 1,034,360.00	$ 1,055,070.00	$ 1,076,160.00	$ 1,097,630.00	$ 5,277,250.00
J&M Materials of Riverview Inc Base Unit: $10.00; Yr1: $10.00; Yr2: $10.00; Yr3: $10.00; Opt1: $10.00; Opt2: $10.00	$ 190,000.00	$ 190,000.00	$ 190,000.00	$ 190,000.00	$ 190,000.00	$ 950,000.00
	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

BID SUMMARY

To: Utilities – Dyal WTP
From: Heath Hancher, Purchasing & Contracts Manager
Date: 9/10/20
Re: **Bid #B-20-22-COC, Dyal WTP – Sludge Hauling / Removal**

Bids for the subject offering were opened on September 10th at 3:00 p.m. Purchasing published **(876)** invitations and notifications to bid, **(0)** supplemental suppliers and received **(02)** responses from **(30)** plan holders for this bid. Of the **(02) respondents** the following were found to be:

THE APPARENT LOW BIDDER IS:

- **J&M Materials of Riverview Inc**
  6321 Muck Pond Rd
  Seffner, FL 33584
  Phone: (813)478-2102 / Fax: (813)409-3880 / Email: jandmmaterials@gmail.com

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guidelines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Execute Form of Agreement
- ➔ Prepare agenda item and prepare contract if necessary, for Council Approval.
- ➔ Prepare requisition and attach the following items:

  - Copy of Approved City Clerk's Journal and Agenda
  - Bid Tabulation Sheet
  - Form of agreement
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

Please complete the attached Notice of Award and return to Purchasing & Contracts Division

DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation
J & M MATERIALS OF RIVERVIEW, INC.

Filing Information

Document Number	P96000048248
FEI/EIN Number	59-3387607
Date Filed	06/03/1996
Effective Date	06/01/1996
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/06/2019
Event Effective Date	NONE

Principal Address

6321 Muck Pond Rd
Seffner, FL 33584

Changed: 04/15/2013

Mailing Address

6321 Muck Pond Rd
Seffner, FL 33584

Changed: 04/15/2013

Registered Agent Name & Address

Higginbotham, Tanya
1512 Bloomingdale ave
Valrico, FL 33596

Name Changed: 01/16/2020

Address Changed: 01/16/2020

Officer/Director Detail

Name & Address

Title CEO

MINGO, JIMMY
902 W ROBERTSON ST

BRANDON, FL 33511

Title President

JERNIGAN, TINA M
6339 MUCK POND RD
SEFFNER, FL 33584

Title VP

JERNIGAN, JEFFREY L
6339 MUCK POND RD
SEFFNER, FL 33584

Title Director

JERNIGAN, JEFFREY LJR
6339 MUCK POND RD
SEFFNER, FL 33584

Title Officer

Jernigan, James D
6321 Muck Pond Rd
Seffner, FL 33584

Annual Reports

Report Year	Filed Date
2018	02/14/2018
2019	02/07/2019
2020	01/16/2020

Document Images

01/16/2020 -- ANNUAL REPORT	View image in PDF format
05/06/2019 -- Amendment	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
02/14/2018 -- ANNUAL REPORT	View image in PDF format
07/26/2017 -- Amendment	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
03/07/2016 -- ANNUAL REPORT	View image in PDF format
03/17/2015 -- ANNUAL REPORT	View image in PDF format
01/13/2014 -- ANNUAL REPORT	View image in PDF format
04/15/2013 -- ANNUAL REPORT	View image in PDF format
01/20/2012 -- ANNUAL REPORT	View image in PDF format
01/13/2011 -- ANNUAL REPORT	View image in PDF format
01/18/2010 -- ANNUAL REPORT	View image in PDF format
03/10/2009 -- CORAPREIWP	View image in PDF format
01/18/2005 -- ANNUAL REPORT	View image in PDF format
09/27/2004 -- ANNUAL REPORT	View image in PDF format
03/03/2003 -- ANNUAL REPORT	View image in PDF format

03/26/2002 -- ANNUAL REPORT	View image in PDF format
10/01/2001 -- ANNUAL REPORT	View image in PDF format
03/21/2000 -- ANNUAL REPORT	View image in PDF format
03/16/1999 -- ANNUAL REPORT	View image in PDF format
03/27/1998 -- ANNUAL REPORT	View image in PDF format
09/11/1997 -- ANNUAL REPORT	View image in PDF format
06/03/1996 -- DOCUMENTS PRIOR TO 1997	View image in PDF format

Florida Department of State, Division of Corporations

View assistance for SAM.gov

SAM SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

⚠ ALERT: SBA connectivity is experiencing an outage. For questions about small business size status, users should return later or contact SBA directly (www.sba.gov).

⚠ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 10/10/2020 from 8:00 AM to 1:00 PM.

Search Results

Current Search Terms: J&M Materials of Riverview Inc*

Total records:0 Save PDF Export Results Print

Result Page: Sort by Relevance Order by Descending

Your search for J&M Materials of Riverview Inc* returned the following results...

No records found.

Result Page: Save PDF Export Results Print

GSA

IBM-P-20200814-1154
WWW7

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. UT-DYAL-21-SLA-J&M-001-00)

This Agreement made and entered into on the **27th** day of **October 2020** by and between **J&M Materials of Riverview, Inc**, authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **6321 Muck Pond Road, Seffner, FL 33584**, and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the CITY or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

Witnessed that the Contractor and the City, for the Consideration herein-after named, agree as follows:

1. **DESCRIPTION OF SERVICES** - CONTRACTOR shall perform the work, in accordance with the Contract Documents for the pick-up, transport and disposal of lime sludge product(s) from the Dyal Water Treatment Plant located at 28400 SR 520, Christmas, FL 32709;

   Contractor shall be responsible for the safe removal, transport and disposal of lime sludge product(s) from the Dyal Water Treatment Plant. The sludge repository is located adjacent to the plant and can hold up to 3,200 cubic yards of sludge material at any given time. The Contractor must dispose of all sludge materials at an approved disposal facility and be able to provide documented proof of proper disposal at any given point in time as requested by the Water Treatment Plant Manager or authorized representative.

   The Water Plant's staff shall be available to load the material into the trucks. Loading of the trucks shall be performed between the days of Tuesday through Friday. No loading shall occur on the other days of the week. Loading shall be on an as needed basis. The City of Cocoa will make every attempt to stockpile enough sludge product to have several days' worth of hauling activity. No guarantee shall be made as to how much sludge will be hauled on a yearly basis.

2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; Exhibits and Addendum to the Agreement; the pick-up, transport and disposal of lime sludge product(s) prepared by Dyal Water Treatment Plant, Water Treatment Manager, dated August 10, 2020 ; Bid Documents (ITB# B-20-22-COC) issued by the City, dated August 10, 2020; Contractor's Bid Submittal, dated September 10, 2020 General Conditions, if any; Supplemental Terms and Conditions by the City, if any; all Change Orders approved by the City after execution of this Agreement. These Contract Documents are hereby incorporated into this Contract by this reference. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of delivery and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees.

3. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

    a. Change Orders

    b. Agreement, Exhibits and Addenda

    c. Supplemental Terms and Conditions

    d. General Terms and Conditions

    e. Engineering Plans and Drawings

    f. Issued Bid Documents

    g. Contractor's Bid Submittal

    h. [OTHER]

    Any inconsistency in the work description shall be clarified by the OWNER and performed by the CONTRACTOR.

4. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

5. **BRAND NAME MATERIALS** - Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the material, article, or equipment being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material, article, or equipment is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. . The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to make a determination before CONTRACTOR uses the substitute.

6. **CONTRACT TIME** -

a. All provisions regarding Contract Time are essential to the performance of this Contract.

b. The CONTRACTOR will be required to commence work under this Contract within **Ten (10)** calendar days after the date of receipt of the Notification to Proceed or Purchase Order. The CONTRACTOR agreement to the terms and conditions set forth of the contract agreement for a period of **three (3) years** from the effective date of the most recent signature and date of this agreement to include **two (2) option year renewals**. All provisions regarding quality of pick-up, transport and disposal of lime sludge product(s) of said product are essential to the performance of this Contract.

c. The parties acknowledge that the pick-up, transport and disposal of lime sludge product(s) in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

d. *If applicable* to the pick-up, transport and disposal of lime sludge product(s) required by this Agreement, Float time is allocated specifically to the Contractor's responsibility for coordination of with the Project Manager as described in the General Conditions and is included in the Contract Time provided by this Section. OWNER will not consider any Contract Time extensions related to pick-up, transport and disposal of lime sludge product(s) matters including, but not limited to, scheduling conflicts, unless the delays exceed the float time and also extend the critical need of product.

7. ~~**LIQUIDATED DAMAGES** - OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 6 above, plus any extensions thereof allowed in accordance with the Contract Documents. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **$**_____ for each day that expires after the time specified in Paragraph 6 for substantial completion until the work is substantially complete and **$**_____ for each day that expires after the time specified in Paragraph 6 for final completion until the work is finally complete, and that OWNER has paid to CONTRACTOR the consideration of Ten ($10.00) Dollars as consideration for this provision. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work.~~

8. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the pick-up, transport and disposal of lime sludge product(s) in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of **One Hundred Ninety Thousand**

Dollars ($190,000) per year for a period of three (3) years plus two (2) year renewals. CONTRACTOR agrees to accept the Contract Price as full compensation for the pick-up, transport and disposal of lime sludge product(s), terms and conditions embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) pick-up, transport and disposal of lime sludge product(s) under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Delivery site conditions, (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

The CONTRACTOR acknowledges that pick-up, transport and disposal of lime sludge product(s) may involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of the pick-up, transport and disposal of lime sludge product(s) and any conflicts relating to providing said services.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence of pick-up, transport and disposal of lime sludge product(s) with the OWNER, if any, with its own forces, the work of other contractors, if any, and the delivery at the Project Site.

Payments will be made to the CONTRACTOR for actual quantities installed on the basis of the Schedule of Unit Prices included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price, the Contract Price stated in the Agreement will include for all Unit Price an amount equal to the sum of the Unit Prices for each item of Unit Price times the estimated quantity of product delivered as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

9. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES -** The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the

OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently pursues such actions as are necessary therefore; or

b. CONTRACTOR is adjudicated bankrupt or makes any assignment for the benefit of creditors or CONTRACTOR becomes insolvent, or is unable or unwilling to pay its debts; or

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

e. CONTRACTOR has made a material misrepresentation of fact to the OWNER while performing its obligations under this Agreement; or

f. CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right, or remedy OWNER may have under this Agreement.

Notwithstanding the aforementioned, in the event of a default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

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

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

12. **PROGRESS PAYMENTS; DUE DATE FOR PROGRESS PAYMENTS; SUBMITTAL OF PAYMENT REQUESTS** – No payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. CONTRACTOR does not make prompt and proper payments to subcontractors;

c. CONTRACTOR does not make prompts and proper payments for labor, materials, or equipment furnished him;

d. Another contractor is damaged by an act for which CONTRACTOR is responsible;

e. Claims or liens are filed on the job; or

f. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

OWNER herein (____) designates or **(X)** does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a

payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

OWNER hereby identifies the City of Cocoa, Finance Department – Accounts Payable (accountspayable@cocoafl.org) as the agent or office to which the CONTRACTOR must submit payment requests or invoices.

13. **FINAL PAYMENT** - OWNER shall not withhold up to 10% of the Contract Price throughout the project until final completion and acceptance of the project in accordance with the Local Government Prompt Payment Act ("Act"), unless the project is subject to Federal funding, in whole or in part, and the project is subject to laws and regulations contrary to the Act. There are no retainage amounts withheld. ~~OWNER shall make final payment to CONTRACTOR within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until CONTRACTOR has delivered to OWNER a complete release of liens arising out the contract, or receives releases of lien fully covering all labor, materials and equipment for which a lien could be filed, or in the alternative a bond satisfactory to OWNER indemnifying him against such claims.~~

~~By making payments OWNER does not waive claims including but not limited to those relating to:~~

~~a. Faulty work appearing after substantial completion has been granted;~~

~~b. Work that does not comply with the Contract Documents:~~

~~c. Outstanding claims of liens; or~~

~~d. Failure of Contractor to comply with any special guarantees required by the Contract Documents.~~

~~Progress payments may be withheld if Work is found defective and not remedied; CONTRACTOR does not make prompt and proper payments to subcontractors; CONTRACTOR does not make prompt and proper payments for labor, materials, or equipment furnished him; a subcontractor is damaged by an act for which CONTRACTOR is responsible; claims of liens are filed on the job; or in the opinion of the OWNER, CONTRACTOR'S work is not progressing satisfactorily. Further, OWNER may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if CONTRACTOR is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the OWNER'S discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the OWNER's approval of a supplemental Progress~~

~~Schedule demonstrating that the requisite progress will be regained and maintained as required by the Contract Documents.~~

14. **DESIGNATION OF PROJECT MANAGER OR ARCHITECT OR LANDSCAPE ARCHITECT: DUTIES AND AUTHORITY** - The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Water Treatment Manager or his authorized representative is the OWNER's Project Manager during the entire period of pick-up, transport and disposal of lime sludge product(s). The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER shall be kept familiar with the progress and quality of the work by CONTRACTOR and may make periodic visits to the work site. The OWNER will not be responsible for the means of pick-up, transport and disposal of lime sludge product(s), or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

c. **Access to Worksite for Inspections.** The OWNER shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor.

d. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements and make decisions on claims and disputes between Contractor and Owner.

e. **Rejection and Stoppage of Work.** The OWNER shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.

f. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the work progresses, based on CONTRACTOR's applications and OWNER's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

15. **PROGRESS MEETING –** OWNER'S Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the OWNER, during the term entered into under this Agreement. CONTRACTOR's Project Manager and all other appropriate personnel shall attend such meetings as designated by the OWNER'S Project Manager.

16. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision**. CONTRACTOR shall be solely responsible for all pick-up, transport and disposal of lime sludge product(s) under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. CONTRACTOR shall supervise and direct the work and give it all attention necessary for such proper supervision and direction.

b. **Discipline and Employment.** CONTRACTOR shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

c. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and equipment, including any tools required for the pick-up, transport and disposal of lime sludge product(s) necessary for the proper delivery in accordance with the Contract Documents.

d. **Payment of Taxes: Procurement of Licenses and Permits.** CONTRACTOR shall secure all licenses and permits necessary for proper completion of the transport and delivery, paying the fees thereof. CONTRACTOR warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for CONTRACTOR to undertake the contract work.

e. **Guarantee.** The CONTRACTOR hereby guarantees the pick-up, transport and disposal of lime sludge product(s) to the full extent provided in the Specifications, General Conditions, Special Conditions and other Contract Documents. The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the OWNER any defective or materials discovered upon notice of the acceptance of delivered product as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all products delivered under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the pick-up, transport and disposal of lime sludge product(s) performed pursuant to this Agreement will be free from defects and that the pick-up, transport and disposal of lime sludge product(s) will strictly conform with the requirements of the Contract Documents. Pick-up, transport and disposal of lime sludge product(s) not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. ~~Furthermore, CONTRACTOR will provide written guarantee for pick-up, transport and disposal of lime sludge product(s) for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon product warranties or~~

~~CONTRACTOR's payment and performance Bond(s) or OWNER's improper storage that would affect the products composition or quality.~~

17. **ASSIGNMENT** - CONTRACTOR shall not assign or subcontract this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of the OWNER.

a. If upon receiving written approval from OWNER, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR shall be fully responsible to OWNER for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

b. If OWNER determines that any subcontractor is not performing in accordance with this Agreement, OWNER shall so notify CONTRACTOR who shall take immediate steps to remedy the situation.

c. If CONTRACTOR, prior to the commencement of any delivery subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.
d. If upon receiving written approval from OWNER, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR and subcontractors shall make prompt payments to subcontractors in accordance with s. 218.735, Florida Statutes.

18. **THIRD PARTY RIGHTS** - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

19. **PROHIBITION AGAINST CONTINGENT FEES** - CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. **NO JOINT VENTURE** - Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other party.

21. **INDEMNIFICATION** – CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR'S own employees against the OWNER and, solely for the purpose of this indemnification and defense, CONTRACTOR specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

In consideration of the CONTRACTOR's indemnity obligations, OWNER specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

22. **SAFETY** - CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing work provided hereunder.

23. **CORPORATE REPRESENTATIONS BY CONTRACTOR** - CONTRACTOR hereby represents and warrants to the OWNER the following:

a. CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

24. **~~BOND~~** ~~- CONTRACTOR shall supply a materials, performance and payment bond(s) in form approved by the OWNER and in accordance with Florida law and in an amount specified in the Contract Documents for an Agreement in which the Total Contract Price exceeds $200,000.00 and for all other Projects where the City Commission or City Manager has not specifically exempted the CONTRACTOR from executing such bond.~~

~~For any Agreement in which the Total Contract Price is $200,000.00 or less and the City Commission or City Manager has specifically exempted the CONTRACTOR from executing a performance and payment bond, prior to receiving the final ten percent (10%) payment hereunder, CONTRACTOR shall be required to provide certification from all laborers, materialmen, and subcontractors that such laborers, materialmen, and subcontractors have no claims against CONTRACTOR resulting from completion of the Work in accordance with Paragraph 12 above. The CONTRACTOR shall provide a certified list of all subcontractors, laborers, and material suppliers to the OWNER within twenty (20) days of receiving the Notice to Proceed with the work. This list shall be updated thereafter as necessary with a certified statement that the list and its updates include the names and addresses of all of those subcontractors, laborers, and material suppliers furnishing labor and/or material for the work.~~

25. **INSURANCE** - During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

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

b. 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.

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement. 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 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 the 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.~~

d. ~~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 the Total Contract Price. 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.~~

e. ~~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 or "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.~~

f. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this

Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

26. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.

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

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

29. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

30. **WORK IS A PRIVATE UNDERTAKING** - With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

31. **DOCUMENTS** - **Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books,

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

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

32. **SOVEREIGN IMMUNITY** - The OWNER 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 OWNER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the OWNER's potential liability under state or federal law. CONTRACTOR agrees that OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, OWNER shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

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

34. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly

referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

35. **WAIVER AND ELECTION OF REMEDIES** - Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

36. **DRAFTING** - OWNER and CONTRACTOR each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

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

For CONTRACTOR:

J&M Materials of Riverview Inc.
Attn: Tina Jernigan / President
6321 Muck Pond Road
Seffner, FL 33584

For OWNER:

City of Cocoa
Attn: City Manager and _____
65 Stone Street
Cocoa, FL 32922

Either party may change the notice address by providing the other party written notice of the change. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

38. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

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

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

39. **ADDITIONAL ASSURANCES**.

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the OWNER; and

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

40. **FEDERALLY FUNDED PROJECTS (As Applicable) –** For Work that will be funded in whole or in part by federal funds, the following provisions shall apply, as required by Section 200.326, Code of Federal Regulations:

a. *Equal Employment Opportunity*. During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. *Compliance with the Davis-Bacon Act*

(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated herein by reference.

(2) In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The Contractor shall pay wages not less than once a week.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. *Compliance with the Copeland "Anti-Kickback" Act*

(1) The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

f. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

h. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

i. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, J&M Materials of Riverview Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Tina Jernigan
Signature of Contractor's Authorized Official

Tina Jernigan / President
Name and Title of Contractor's Authorized Official

09/24/20
Date

j. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

n. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. UT-DYAL-21-SLA-J&M-001-00)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
STOCKTON WHITTEN, CITY MANAGER

Date: _____

ATTEST:

By:_____
Jake Williams, Mayor
Date:_____

_____
Carie Shealy, City Clerk

CONTRACTOR

J&M Materials of Riverview Inc.

By: _____
Print name/title: Tina Jernigan / President

Date: 9/25/20

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization, this 28 day of Sept, 2020 by Tina Jernigan, the President of J+M Materials, who is personally known to me or who produced _____ as identification and who did take an oath.

POLLY WIGGINS NOTARY PUBLIC STATE OF FLORIDA
My Comm. Expires June 1. 2024
Comm. # GG 980453

_____
(Notary Public Signature)
Polly Wiggins
(Print Name)
Notary Public, State of Florida
Commission No.: GG 980453
My Commission Expires: 6-1-2024

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-658

File ID:	20-658	**Type:**	Resolution	**Status:**	Multi-Year Contract
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	09/25/2020
Subject:				**Final Action:**	

Title: Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Single Source Purchase of Services from Spectrum; To Execute Two Multi-Year Spectrum Customer Service Orders for Ethernet Service between the City of Cocoa and Charter Communications Operating, LLC on behalf of Spectrum. Approve a Resolution Amending the FY21 Budget, BAF# 21-013-T.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	City_of_Cocoa_-_Viera_Pump_Station2.pdf, City_of_Cocoa_-_Banana_River_Pump_Station2.pdf , Budget Resolution FY 2021 - Spectrum.docx, BAF 21-013-T-UT-Spectrum_Network Service (10-27-20) 20-658.pdf, Single Source Resolution Spectrum.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	sweston@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Spectrum Enterprise

Ethernet Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for fiber-based Spectrum Enterprise Ethernet Service and Spectrum Enterprise Cloud Connect Service (individually the "Service" and collectively the "Services"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. Performance tier goals ("SLA Targets") are set forth in the table(s) below.

Ethernet Services SLA Targets presented below are measured end to end (i.e. from any two applicable Customer's edge or network interface devices at the Service Location) at the individual circuit or service level, and any applicable credits are issued for the affected circuit or service (the "Affected Service").

The Cloud Connect Service SLA Target for Availability is measured between Spectrum Enterprise's network interface device (NID) located at the Customer location and the point of physical handoff of the Service to the Cloud Service Provider (the "Gateway Point").

I. SLA Targets for Ethernet and Cloud Connect Services:

Spectrum Enterprise Ethernet Services SLAs				
Performance Tier	**On-Net**			**Off-Net**
	Metro	**Regional**	**National**	
Miles	0 - 155	156 - 746	> 746	N/A
Kilometers	0 - 250	251 - 1200	> 1200	N/A
Latency	≤ 10ms	≤ 25ms	≤ 125ms	≤ 125ms
Jitter	≤ 2ms	≤ 4ms	≤ 8ms	≤ 8ms
Frame Loss	≤ 0.01%	≤ 0.01%	≤ 0.01%	≤ 0.01%
Availability	≥ 99.99%	≥ 99.99%	≥ 99.99%	≥ 99.99%
MTTR	4 hrs.	4 hrs.	4 hrs.	4 hrs.

[1] *"On-Net" includes circuits that are provided by Spectrum Enterprise to Service Locations directly from the Spectrum Network.*

[2] *"Off-Net" includes circuits that are provided to geographic locations that may be outside or inside Spectrum Enterprise service areas and are provided by third party service providers and not from the Spectrum Network.*

Spectrum Enterprise Cloud Connect Gateway Point SLAs	
Availability	≥ 99.99%

II. Priority Classification:

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure

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Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.

Events. Notwithstanding anything to the contrary in the Agreement, any service issues beyond the connectivity to the Cloud Service Provider is not covered by this SLA.

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to transmit and receive network traffic between Customer's A and Z Service Locations. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected , and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	• Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	• Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	• A service problem that does not impact the Service; or • A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

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IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore a Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the Service.

MTTR per calendar month is calculated as follows:

$$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service}}{\text{Total number of Priority 1 Outage trouble tickets per Service}}$$

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency / Frame Delay is calculated as follows:

$$\text{Latency / Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

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VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

Packet Loss / Frame Loss (%) = 100 (%) – Frames Received

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

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Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.

VIII. Network Maintenance

Maintenance Notice:
Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:
Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies Service Credit:

If the actual performance of a Service during any calendar month is less than the SLA Targets, and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of the monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against any amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within 30 days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:
If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

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Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.

Spectrum ENTERPRISE

Ethernet Intrastate-Only Traffic Certification

Customer Name (Legal Entity): CITY OF COCOA

Billing Address: ******0292

65 Stone St

Cocoa FL 32922-79

Charter Communications Operating, LLC and its subsidiaries providing the Services ("Spectrum"), presumes that more than 10% of the traffic carried on the WAN/Ethernet services that we provide to you over any circuit will be interstate in nature, and that therefore by Federal Communications Commission regulation each such circuit must be treated as jurisdictionally interstate in its entirety. If you expect that 10% or less of the traffic to be carried over any circuit will be interstate in nature, please complete the certification form below to identify the relevant circuit(s) and specify the expected jurisdictional allocation of your traffic associated with such circuit(s). Please note that all Internet-related traffic is presumptively interstate. Also, please note that you must provide this certification annually and whenever there is a material change in the actual or expected jurisdictional nature of your traffic. In the event that you fail to provide this certification in accordance with procedures specified by Spectrum, Spectrum reserves the right to again presume that more than 10% of the traffic carried over each circuit is interstate in nature and calculate the fees applicable to that usage accordingly.

CERTIFICATION

I certify that the traffic carried by Spectrum in its provision of WAN/Ethernet services on the circuits listed on the attached Service Order is jurisdictionally intrastate and will contain no more than 10% interstate traffic.

(Authorized Customer Signature) (Date Signed)

(Printed Name) (Title)

Authorized Customer Contact Information:

Phone: Email:

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Spectrum Enterprise pre-service installation guide

Welcome, and thank you for choosing Spectrum Enterprise. While our teams will keep you updated on your order's status, this document will help you understand what happens after you sign the service order and move toward the service installation process.

Feel free to reach out to your sales contact if you have questions or need additional information. When installation begins, however, you'll have a dedicated project manager who'll become your main contact.

Client project milestones

- [ ] **Sign service order.**
- [ ] **If necessary, work with our Order Management team to provide any additional information or forms required to finalize your order.**
- [ ] **Your Spectrum Enterprise project manager will contact you to introduce themselves and discuss next steps.**

Spectrum Enterprise project milestones

- [ ] **Sales team submits signed service order to Order Management team.**
- [ ] **Order Management team gets any additional information that's required to finalize your order.**
- [ ] **Assigned project manager contacts you to discuss next steps.**

Spectrum Enterprise pre-service installation details

Let's look at more details about the milestones we'll reach before your service installation process begins.

Milestones

1. Sign service order

First, we'll finalize and sign your service order together. We are unable to proceed until the service order is signed, so if you have any concerns or questions about your order, please reach out to your sales contact right away.

2. Finalize order

Our Order Management team will make sure we have all of the information we need to begin the installation process. **This stage can take one to two weeks to complete.** During this time, we may be in touch to get additional information and required forms.

Order Management will also direct our construction team to see what permits will be required to start construction at your service location.

3. Connect with project manager

As we're finalizing your order, your project manager will be in touch about next steps. This person will be your main contact during installation.

During your introduction meeting, your project manager will go over your order and the installation process. They may also give you an estimated date for completing construction (if applicable) and installation.

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Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Joseph E. Robinson III
Phone: 3217576487 ext:
Cell Phone: +1 3212618761
Email: joseph.robinsoniii@charter.com

Order # 12035121

Customer Information: Customer Code		
Business Name	CITY OF COCOA	**Customer Type:**
Billing Address **Attention To:** 65 Stone St Cocoa FL 32922-7982		**Account Number**
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
Diane Kaziak	(321) 433-8844	dkoziak@cocoafl.org
Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
Matthew Fuhrer	(321) 433-8686	mfuhrer@cocoafl.org
Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**
City of Cocoa - IT Distro	(321) 433-8550	itlicensing@cocoafl.org

11192
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New and Revised Services and Monthly Charges At 7251 Shoppes Dr , Melbourne FL 32940

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Ethernet 100Mbps	1	$490.00	$490.00	60 Months
***Total**			**$490.00**	

*Prices do not include taxes and fees.

One Time fees At 7251 Shoppes Dr , Melbourne FL 32940

Description	Quantity	Sales Price	Total
Ethernet - Installation (Per UNI)	1	$18,620.00	$18,620.00
Total			**$18,620.00**

*Prices do not include taxes and fees.

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Spectrum ENTERPRISE

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

	Charter Communications Operating, LLC By: Charter Communications, Inc. its Manager
Customer	
	JOHN L. MOORE
Printed Name	**Printed Name**
	9/23/2020
Date	**Date**

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Spectrum Enterprise

Ethernet Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for fiber-based Spectrum Enterprise Ethernet Service and Spectrum Enterprise Cloud Connect Service (individually the "Service" and collectively the "Services"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. Performance tier goals ("SLA Targets") are set forth in the table(s) below.

Ethernet Services SLA Targets presented below are measured end to end (i.e. from any two applicable Customer's edge or network interface devices at the Service Location) at the individual circuit or service level, and any applicable credits are issued for the affected circuit or service (the "Affected Service").

The Cloud Connect Service SLA Target for Availability is measured between Spectrum Enterprise's network interface device (NID) located at the Customer location and the point of physical handoff of the Service to the Cloud Service Provider (the "Gateway Point").

I. SLA Targets for Ethernet and Cloud Connect Services:

Spectrum Enterprise Ethernet Services SLAs				
Performance Tier	**On-Net**			**Off-Net**
	Metro	**Regional**	**National**	
Miles	0 - 155	156 - 746	> 746	N/A
Kilometers	0 - 250	251 - 1200	> 1200	N/A
Latency	≤ 10ms	≤ 25ms	≤ 125ms	≤ 125ms
Jitter	≤ 2ms	≤ 4ms	≤ 8ms	≤ 8ms
Frame Loss	≤ 0.01%	≤ 0.01%	≤ 0.01%	≤ 0.01%
Availability	≥ 99.99%	≥ 99.99%	≥ 99.99%	≥ 99.99%
MTTR	4 hrs.	4 hrs.	4 hrs.	4 hrs.

[1] *"On-Net" includes circuits that are provided by Spectrum Enterprise to Service Locations directly from the Spectrum Network.*

[2] *"Off-Net" includes circuits that are provided to geographic locations that may be outside or inside Spectrum Enterprise service areas and are provided by third party service providers and not from the Spectrum Network.*

Spectrum Enterprise Cloud Connect Gateway Point SLAs	
Availability	≥ 99.99%

II. Priority Classification:

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure

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Events. Notwithstanding anything to the contrary in the Agreement, any service issues beyond the connectivity to the Cloud Service Provider is not covered by this SLA.

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to transmit and receive network traffic between Customer's A and Z Service Locations. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected , and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	• Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	• Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	• A service problem that does not impact the Service; or • A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

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IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore a Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the Service.

MTTR per calendar month is calculated as follows:

$$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service}}{\text{Total number of Priority 1 Outage trouble tickets per Service}}$$

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency / Frame Delay is calculated as follows:

$$\text{Latency / Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

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VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

Packet Loss / Frame Loss (%) = 100 (%) – Frames Received

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

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VIII. Network Maintenance

Maintenance Notice:
Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:
Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies Service Credit:

If the actual performance of a Service during any calendar month is less than the SLA Targets, and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of the monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against any amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within 30 days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:
If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

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Spectrum ENTERPRISE

Ethernet Intrastate-Only Traffic Certification

Customer Name (Legal Entity): CITY OF COCOA

Billing Address: ******0292

65 Stone St

Cocoa FL 32922-79

Charter Communications Operating, LLC and its subsidiaries providing the Services ("Spectrum"), presumes that more than 10% of the traffic carried on the WAN/Ethernet services that we provide to you over any circuit will be interstate in nature, and that therefore by Federal Communications Commission regulation each such circuit must be treated as jurisdictionally interstate in its entirety. If you expect that 10% or less of the traffic to be carried over any circuit will be interstate in nature, please complete the certification form below to identify the relevant circuit(s) and specify the expected jurisdictional allocation of your traffic associated with such circuit(s). Please note that all Internet-related traffic is presumptively interstate. Also, please note that you must provide this certification annually and whenever there is a material change in the actual or expected jurisdictional nature of your traffic. In the event that you fail to provide this certification in accordance with procedures specified by Spectrum, Spectrum reserves the right to again presume that more than 10% of the traffic carried over each circuit is interstate in nature and calculate the fees applicable to that usage accordingly.

CERTIFICATION

I certify that the traffic carried by Spectrum in its provision of WAN/Ethernet services on the circuits listed on the attached Service Order is jurisdictionally intrastate and will contain no more than 10% interstate traffic.

(Authorized Customer Signature) (Date Signed)

(Printed Name) (Title)

Authorized Customer Contact Information:

Phone: Email:

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Spectrum Enterprise pre-service installation guide

Welcome, and thank you for choosing Spectrum Enterprise. While our teams will keep you updated on your order's status, this document will help you understand what happens after you sign the service order and move toward the service installation process.

Feel free to reach out to your sales contact if you have questions or need additional information. When installation begins, however, you'll have a dedicated project manager who'll become your main contact.

Client project milestones	Spectrum Enterprise project milestones
☐ Sign service order.	☐ Sales team submits signed service order to Order Management team.
☐ If necessary, work with our Order Management team to provide any additional information or forms required to finalize your order.	☐ Order Management team gets any additional information that's required to finalize your order.
☐ Your Spectrum Enterprise project manager will contact you to introduce themselves and discuss next steps.	☐ Assigned project manager contacts you to discuss next steps.

Spectrum Enterprise pre-service installation details

Let's look at more details about the milestones we'll reach before your service installation process begins.

Milestones

1. Sign service order

First, we'll finalize and sign your service order together. We are unable to proceed until the service order is signed, so if you have any concerns or questions about your order, please reach out to your sales contact right away.

2. Finalize order

Our Order Management team will make sure we have all of the information we need to begin the installation process. **This stage can take one to two weeks to complete.** During this time, we may be in touch to get additional information and required forms.

Order Management will also direct our construction team to see what permits will be required to start construction at your service location.

3. Connect with project manager

As we're finalizing your order, your project manager will be in touch about next steps. This person will be your main contact during installation.

During your introduction meeting, your project manager will go over your order and the installation process. They may also give you an estimated date for completing construction (if applicable) and installation.

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Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Joseph E. Robinson III
Phone: 3217576487 ext:
Cell Phone: +1 3212618761
Email: joseph.robinsoniii@charter.com

Order # 12035091

Customer Information: Customer Code		
Business Name	CITY OF COCOA	**Customer Type:**
Billing Address **Attention To:** 65 Stone St Cocoa FL 32922-7982		**Account Number**
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
Diane Kaziak	(321) 433-8844	dkoziak@cocoafl.org
Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
Matthew Fuhrer	(321) 433-8686	mfuhrer@cocoafl.org
Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**
City of Cocoa - IT Distro	(321) 433-8550	itlicensing@cocoafl.org

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New and Revised Services and Monthly Charges At 1950 E Merritt Island Cswy , Merritt Island FL 32952

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Ethernet 100Mbps	1	$490.00	$490.00	60 Months
***Total**			**$490.00**	

*Prices do not include taxes and fees.

One Time fees At 1950 E Merritt Island Cswy , Merritt Island FL 32952

Description	Quantity	Sales Price	Total
Ethernet - Installation (Per UNI)	1	$18,620.00	$18,620.00
Total			**$18,620.00**

*Prices do not include taxes and fees.

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Spectrum ENTERPRISE

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

	Charter Communications Operating, LLC By: Charter Communications, Inc. its Manager
Customer	
	JOHN L. MOORE
Printed Name	**Printed Name**
	9/23/2020
Date	**Date**

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RESOLUTION NO. 2020-219

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2020-2021 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 27th day of October, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-013-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: UT/Dyal 4020 DATE PREPARED: 10/19/20

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 49,000)	421-4020-536.46-02		Repairs/Maint. Buildings	$ 300,000	$ 300,000	$ 251,000	$ 236,688
$ 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
($ 49,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 49,000	421-4020-536.41-00		Communication	$ 87,050	$ 87,050	$ 136,050	$ 12,130
$ 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
$ 49,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Funding for a one time investment of $18,620 per location (Banana River & Viera) for Network Service by Spectrum and a recurring month service for each site totaling $980 per month. Agenda 20-658

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/27/20 *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.

10/19/20	Shawn Weston Digitally signed by Shawn Weston Date: 2020.10.19 11:27:47 -04'00'	10/19/20	Lea Malarae Digitally signed by Lea Malarae Date: 2020.10.19 11:52:33 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/19/20	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2020.10.19 11:45:31 -04'00'	10/19/20	Lora Howell Digitally signed by Lora Howell Date: 2020.10.19 13:01:05 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

e Entered: _____ Entered By: _____ Group #: _____

1206

ved 07/13

Revised eform 9/18/20 - IT

RESOLUTION NO. 2020- 220

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 27th day of October 2020,

_____

Jake Williams Jr., Mayor

ATTEST:

_____

Carie Shealy, City Clerk

EXHIBIT "A"

To Resolution No. **2020-220**

The City Manager recommends that the competitive bidding requirement be waived, by reason of single source, for the procurement of Spectrum Ethernet Services. Spectrum is the current provider for the City and Water Utility network connectivity, and having all of the data run on the same Network is important for connection continuity and response. I support approval of this resolution.

Stockton Whitten,
City Manager

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-683

File ID:	20-683	**Type:**	Resolution	**Status:**	Multi-Year Contract
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	10/01/2020
Subject:				**Final Action:**	

Title: Council Approval for the Multi-Year Florida Department of Corrections Inmate Work Squad Contract #W1124 Amendment #3 for services between January 1, 2021 to December 31, 2021. Authorize the City Manager to execute the agreement and issue the purchase order. Approve a Resolution Amending the FY21 Budget, BAF #21-005 for Mowing Services, through the use of General Fund Contingency.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Budget Resolution FY 2021.docx, BAF 21-005-A-PW-Mowing Contracts (10-27-20) Agenda 20-683.pdf, 010121 - Inmate Work Squad Contract Renewal 3rd Amendment - $57,497.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	fmirabito@cocoafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

RESOLUTION NO. 2020-223

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2020-2021 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 27th day of October, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-005-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3520 | DATE PREPARED: 10/02/20

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 16,600	001-1600-513.39-00		Contingency	$ 679,615	$ 679,615	$ 696,215	$ 696,215
$ 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
$ 16,600	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 16,600	001-3520-572.34-09		Mowing Contracts	$ 205,000	$ 205,000	$ 221,600	($ 14,475)
$ 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
$ 16,600	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This amendment is necessary to move funds from contingency to cover a shortfall in the mowing contracts accounts to provide mowing maintenance to the Fire Stations. Agenda 20-683

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 10/27/20 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.

10/5/20	Frank Mirabito Digitally signed by Frank Mirabito Date: 2020.10.05 10:27:58 -04'00'	10/5/20	Lea Malarae Digitally signed by Lea Malarae Date: 2020.10.05 11:36:32 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/5/20	Bryant Smith Digitally signed by Bryant Smith Date: 2020.10.05 10:36:18 -04'00'	10/5/20	Lora Howell Digitally signed by Lora Howell Date: 2020.10.05 16:26:08 -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 #: _____

Revised 07/13

Revised eform 9/18/20 - IT

CONTRACT BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

CITY OF COCOA

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and the City of Cocoa ("Agency"), to provide for the use of inmate labor in work programs.

This Amendment:

- Renews the Contract for one (1) year pursuant to Section I., B., Contract Renewal, and revises the end date of the Contract referenced in Section I., A., Contract Term. This Contract is in its final renewal term;
- Revises Section III., C., Submission of Invoice(s);
- Revises Section IV., C., Agency's Representative; and
- Revises Revised Addendum A, third line.

Original Contract Term:	January 1, 2018 through December 31, 2018
Amendment #1:	October 17, 2018 through December 31, 2019
Amendment #2:	August 19, 2019 through December 31, 2020

In accordance with Section **V., CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. Section I., A., Contract Term, is hereby revised to read:

   I. A. Contract Term

   This Contract began on January 1, 2018, and shall end on December 31, 2021.

2. Section III., C., Submission of Invoice(s), is hereby revised to read:

   III. C. Submission of Invoice(s)

   The name, address, and phone number of the Agency's official representative to whom invoices shall be submitted is:

   City of Cocoa Accounts Payable
   65 Stone Street
   Cocoa, Florida 32922
   Telephone: (321) 433-8600
   Fax: (321) 433-8608
   Email: accountspayable@cocoafl.org

3. Section IV., C., Agency's Representative, is hereby revised to read:

IV. C. Agency's Representative

The name, address, and telephone number of the Agency's representative is:

Gary A. Palmer, Facilities/Beautification Manager
Street, Stormwater, and Grounds Divisions
City of Cocoa
155 North Wilson Street
Cocoa, Florida 32922
Telephone: (321) 433-8772
Email: gpalmer@cocoafl.org

4. Revised Addendum A, third line, is hereby revised to read:

Interagency Contract Number W1124, Amendment #3 effective January 1, 2021.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

All other terms and conditions of the original Contract and any previous amendments remain in full force and effect.

This Amendment shall begin on the last date of signature by all parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF COCOA

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEIN: 59-6000292

FLORIDA DEPARTMENT OF CORRECTIONS

SIGNED BY: _____

NAME: Kasey A. Bickley

TITLE: Chief, Bureau of Procurement

DATE: _____

Approved as to form and legality, subject to execution.

SIGNED BY: _____

NAME: Dorothy M. Burnsed

TITLE: Deputy General Counsel

DATE: _____

Revised Addendum A
Inmate Work Squad Detail of Costs for City of Cocoa
Interagency Contract Number W1124, Amendment #3 effective January 1, 2021

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

			Per Officer Annual Cost		Total Annual Cost
Officers Salary	# Officers Multiplier	1	$ 54,194.00	** $	54,194.00
Salary Incentive Payment			$ 1,128.00	$	1,128.00
Repair and Maintenance			$ 121.00	$	121.00
State Personnel Assessment			$ 354.00	$	354.00
Training/Criminal Justice Standards			$ 200.00	$	200.00
Uniform Purchase			$ 400.00	$	400.00
Uniform Maintenance			$ 350.00	$	350.00
Training/Criminal Justice Standards *			$ 2,225.00		
TOTAL - To Be Billed By Contract To Agency			$ 58,972.00	$	56,747.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.
** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is $31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

	Number Squads	Total Annual Cost
Costs include but may not be limited to the following: Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.	1	$ 750.00
TOTAL - To Be Billed By Contract To Agency		$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES [X] NO [ ]
ENCLOSED TRAILER REQUIRED: YES [ ] NO [X]

Revised Addendum A
Inmate Work Squad Detail of Costs for City of Cocoa
Interagency Contract Number W1124, Amendment #3 effective January 1, 2021

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

			Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio	MACOM	$4969.00	X	1	$ -	☐	☐	☑
Vehicle Mounted Radio	MACOM	$5400.00	☐		$ -	☐	☐	☐
TOTAL Operating Capital To Be Advanced By Agency					$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

	Total Cost
1. Operating Capital - from Section IV.	$0.00
2. Grand Total - To Be Advanced By Agency At Contract Signing:	$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

	Total Cost
1. Correctional Officer Salaries and Position-Related Expenses - from Section I.	$56,747.00
2. Other Related Expenses and Security Supplies - from Section II.	$750.00
3. Grand Total - To Be Billed To Agency By Contract:	$57,497.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
(Total of Sections V. and VI.)

TOTAL $57,497.00

VIII. OVERTIME COSTS:
If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Cocoa
Interagency Contract Number W1124, Amendment #3 effective January 1, 2021

Section I. Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" **after** you have entered the "# Officers Multiplier".

Section II. Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of $750.00 per squad and place the total in Section VI.

Section III. Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.

Section IV. The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.

Section V. The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.

Section VI. The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.

Section VII. The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.

Section VIII. Any agreement in this area will be billed separately as charges are incurred.

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-712

File ID:	20-712	**Type:**	Contract	**Status:**	Multi-Year Contract
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	10/12/2020
Subject:				**Final Action:**	

Title: Approve entry into multiyear piggyback agreement using Brevard County ITB# B2-18-65, effective December 15th, 2018 through December 14th, 2021 with Bound Tree Medical for the purchase of medical supplies and other ancillary products as needed for the Fire Department. Request Council grant the City Manager authorization to approve annual renewals and to issue the related purchase orders.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	B21865 NOA.pdf, B21865BIDTAB.pdf, Bid no. B-2-18-65 Consumable Medical Supplies.pdf, FD-21-PBG-BOUNDTREE-001-00 - Signed.pdf, RE Request Permission to Piggyback (Bid No. B2-18-65).msg	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	jlamm@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD
DATE: October 29, 2018
BID# B-2-18-65 / EMS Medical Supplies

VENDOR	VENDOR CITY AND STATE	MEETS MINIMUM REQUIREMENTS	LOTS AWARDED	AWARD AMOUNT
Bound Tree Medical	**Dublin, OH**	**Yes**	**1,2,3,4,5,6,7,8,9,10,11**	**$1,913,391.27**
Concordance Healthcare Solutions	Tiffin, OH	Yes	None	$0.00
Ferno-Washington	Wilmington, OH	Yes	None	$0.00
QuadMed	Jacksonville, FL	No	NA	NA
Kentron Healthcare, Inc.	Springfield, TN	No	NA	NA
Henry Schein EMS	Irmo, SC	No	NA	NA
Zoll Medical Corp	Chelmsford, MA	No	NA	NA
Southeastern Emergency Equipment	Youngsville, NC	No	NA	NA

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA): _____
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Steven A. Darling Jr., Purchasing Manager

☒ Award to overall lowest, most responsive bidders, minimum three responses received.
☐ Award to other than low, with low bid being non-responsive.
REASON FOR NON-RESPONSIVENESS:
☐ Award to low bid, less than three responses received.

AWARDED BY A COMMITTEE CONSISTING OF:

FOR PURCHASING USE ONLY:
☐ ONE-TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE: December 15, 2018 ENDING DATE: December 14, 2021
RENEWAL OPTION ☐ One year ☒ Other (fill in) Two (2) Single Year Renewal Options

☐ Prompt Payment Discount Offered ☐ Yes_____ (Terms) ☒NO
☐ Performance and payment bonds received with construction contract documents.
☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

B-2-18-65 EMS MEDICAL SUPPLIES BID TABULATION
OPENING DATE: OCTOBER 12, 2018 AT 3:00PM
POSTING DATE: OCTOBER 22, 2018 @ 10:00 AM through OCTOBER 29, 2018 @ 5:00 PM
POSTED BY: STEVEN A. DARLING, JR., PURCHASING SERVICES MANAGER

			BOUND TREE					CONCORDANCE HEALTHCARE					FERNO				
	ITEM - IV Supplies	Est. Annual Qty.	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT
Lot 1	**ITEM - IV Supplies**	**Est. Annual Qty.**	**UNIT PRICE (based on UOM)**	**TOTAL**	**EXCEPTIONS**	**DESIRED PRODUCT NUMBER**	**MFR & PRODUCT**	**UNIT PRICE (based on UOM)**	**TOTAL**	**EXCEPTIONS**	**DESIRED PRODUCT NUMBER**	**MFR & PRODUCT**	**UNIT PRICE (based on UOM)**	**TOTAL**	**EXCEPTIONS**	**DESIRED PRODUCT NUMBER**	**MFR & PRODUCT**
1	Safety Angio Cath 14ga 3.25"	10	$ 305.00	$ 3,050.00	No	382268	STARK MARKETING / BTM #352832	$ 772.50	$ 7,725.00	No	382268		NO BID				
2	Safety Angio Cath 14 ga 1-1/4" (1.16mm)	24	$ 79.00	$ 1,896.00	No	4251890-02	B. BRAUN MEDICAL, INC / BTM #601890	$ 74.25	$ 1,782.00	No	4251890-02		NO BID				
3	Safety Angio Cath 16ga	40	$ 79.00	$ 3,160.00	No	4252586-02	B. BRAUN MEDICAL, INC / BTM #602586	$ 74.25	$ 2,970.00	No	4252586-02		NO BID				
4	Safety Angio Cath 18ga	425	$ 79.00	$ 33,575.00	No	4252560-02	B. BRAUN MEDICAL, INC / BTM #602560	$ 74.25	$ 31,556.25	No	4252560-02		NO BID				
5	Safety Angio Cath 20ga	1010	$ 79.00	$ 79,790.00	No	4251644-02	B. BRAUN MEDICAL, INC / BTM #G5604	$ 74.25	$ 74,992.50	No	4251644-02		NO BID				
6	Safety Angio Cath 22ga	150	$ 79.00	$ 11,850.00	No	4252519-02	B. BRAUN MEDICAL, INC / BTM #602519	$ 74.25	$ 11,137.50	No	4252519-02		NO BID				
7	Safety Angio Cath 24ga	55	$ 79.00	$ 4,345.00	No	4252500-02	B. BRAUN MEDICAL, INC / BTM #602500	$ 74.25	$ 4,083.75	No	4252500-02		NO BID				
8	Jamshidi Needle Interosseous	4	$ 84.00	$ 336.00	No	DIN1518X	CAREFUSION 303, INC. / BTM #621518	$ 223.80	$ 895.20	No	DIN1518X		NO BID				
9	Needle 18ga	59	$ 2.67	$ 157.53	Yes	26419	B. BRAUN MEDICAL, INC / BTM #1641-11818	$ 2.36	$ 139.24	Yes	26419	B Braun 4665118-02	NO BID				
10	Prepierced Needleless Injection Set (J-loop)	725	$ 48.00	$ 34,800.00	Yes	473444	MEDSOURCE INTERNATIONAL / BTM #1714-83916	$ 44.00	$ 31,900.00	Yes	473444	B Braun 480206	NO BID				
11	Tegaderm 2-3/8" x 2-3/4"	650	$ 24.25	$ 15,762.50	No	1624W	MEDICAL SUPPLY SOLUTIONS, INC / BTM #081624	$ 34.59	$ 22,483.50	No	1624W		NO BID				
12	Dial-a-Flo	4	$ 252.00	$ 1,008.00	Yes	11742-48	HOSPIRA WORLDWIDE, INC / BTM #1712-74218	$ 243.84	$ 975.36	Yes	11742-48	11742-28	NO BID				
13	Metriset Burrette 60 drops/ml	115	$ 3.60	$ 414.00	Yes	375113	B. BRAUN MEDICAL, INC / BTM #G0728	$ 3.43	$ 394.45	Yes	375113		NO BID				
14	Syringe 1ml w/25ga needle	67	$ 9.00	$ 603.00	Yes	26044	EXEL INTERNATIONAL, INC. / BTM #11278	$ 7.77	$ 520.59	Yes	26044	Dynarex 6994	NO BID				
15	Syringe 3ml w/22ga x 1 1/2" needle	80	$ 5.99	$ 479.20	Yes	26104	B. BRAUN MEDICAL, INC / BTM #1631-31122	$ 5.33	$ 426.40	Yes	26104	Dynarex 7000	NO BID				
16	Syringe 5ml Luer tip	40	$ 4.00	$ 160.00	Yes	26230	B. BRAUN MEDICAL, INC / BTM #1633-05305	$ 2.87	$ 114.80	Yes	26230	Dynarex 6989	NO BID				
17	Syringe 10ml Luer tip	88	$ 7.20	$ 633.60	Yes	26265	B. BRAUN MEDICAL, INC / BTM #1633-10010	$ 4.60	$ 404.80	Yes	26265	Dynarex 6990	NO BID				
18	Syringe 20ml Luer Tip	56	$ 11.00	$ 616.00	Yes	26280	B. BRAUN MEDICAL, INC / BTM #1633-20720	$ 8.00	$ 448.00	Yes	26280	Dynarex 6991	NO BID				
19	Syringe 35ml Luer Tip	16	$ 11.40	$ 182.40	Yes	535796	EXEL INTERNATIONAL, INC. / BTM #1633-29030	$ 19.27	$ 308.32	Yes	535796		NO BID				
20	Syringe 50ml Luer Tip	4	$ 8.00	$ 32.00	Yes	26300	OTHER MANUFACTURER / BTM #620300	$ 6.80	$ 27.20	Yes	26300	Dynarex 6993	NO BID				
21	1000cc Pressure Infusor Disposable	74	$ 34.90	$ 2,582.60	Yes	301-MTM305	CURAPLEX BY BOUND TREE / BTM #350310	$ 37.50	$ 2,775.00	Yes	301-MTM305	Ventlan VC410	NO BID				
22	Sharps 1qt	22	$ 183.00	$ 4,026.00	No	8900SA	CARDINAL HEALTH / BTM #298900	$ 179.00	$ 3,938.00	No	8900SA		NO BID				
23	Sharps 8qt./2 gal.	40	$ 64.56	$ 2,582.40	No	8704	CURAPLEX BY BOUND TREE / BTM #1860-08704	$ 68.64	$ 2,745.60	No	8704		NO BID				
24	Sharps 3 qt wall safe container	6	$ 106.80	$ 640.80	No	125-020	BEMIS MANUFACTURING COMPANY / BTM #294250	$ 98.88	$ 593.28	No	125-020		NO BID				
25	Sharps small lock cap 4.8 qt 7.75x10.25x6	8	$ 30.00	$ 240.00	No	184R (P/N 34-5	CURAPLEX BY BOUND TREE / BTM #1860-08708	$ 72.84	$ 582.72	No	184R (P/N 34-575-01)		NO BID				
26	Disposable Padded IV Arm Board 3"x9"	105	$ 0.89	$ 93.45	Yes	48512-15-MPG (r	MORRISON MEDICAL PRODUCTS / BTM #450004	$ 0.54	$ 56.70	Yes	48512-15-MPG (r	PDC 45004-11-MPG	NO BID				
27	Disposable Padded IV Arm Board 3"x18"	105	$ 0.86	$ 90.30	Yes	484512 (not card	MORRISON MEDICAL PRODUCTS / BTM #450002	$ 0.72	$ 75.60	Yes	484512 (not card	PDC 45002-11-MPG	NO BID				
28	Alcohol Preps	800	$ 1.39	$ 1,112.00	Yes	6818	CURAPLEX BY BOUND TREE / BTM #1330-85300	$ 1.69	$ 1,352.00	Yes	6818		NO BID				
29	Tourniquet 1" x 18" Nitrile, non latex-blue	55	$ 18.40	$ 1,012.00	Yes	47-874-000	CURAPLEX BY BOUND TREE / BTM #1841-14000	$ 16.60	$ 913.00	Yes	47-874-000	G/F 4109-1LF	NO BID				
30	IV tray - small	10	$ 12.96	$ 129.60	No	117-8795 or 5227	HEALTH CARE LOGISTICS, INC. / BTM #5227	$ 13.47	$ 134.70	No	117-8795 or 5227		NO BID				
31	Needle Filter 18 Gauge x 1.5" -'5 Micron Filter"	12	$ 23.00	$ 276.00	No	625117	CARDINAL HEALTH / BTM #625117	$ 22.66	$ 271.92	No	625117		NO BID				

			BOUND TREE					CONCORDANCE HEALTHCARE					FERNO				
	ITEM - IV Supplies	Est. Annual Qty.	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT
32	Sharps, mail box styl lid-5 qt red	3	$ 86.00	$ 258.00	No	5810-8513	CARDINAL HEALTH / BTM #5810-8513	$ 82.40	$ 247.20	No	5810-8513		NO BID				
33	Huber Infusion Needle, surecan, 20 GA x 3/4 in, 6 in, Femail luer connector, LF 25/BX	2	$ 129.74	$ 259.48	No	Whin Safe 57311	B. BRAUN MEDICAL, INC / BTM #1640-11220	$ 117.68	$ 235.36	No	Whin Safe 573112		NO BID				
	LOT 1 TOTAL			**$ 206,152.86**					**$ 207,205.94**				**NO BID**				
Lot 2	**ITEM - Wound Care**	**Qty.**	**UNIT PRICE (based on UOM)**	**TOTAL**	**EXCEPTIONS**	**DESIRED PRODUCT NUMBER**	**MFR & PRODUCT**	**UNIT PRICE (based on UOM)**	**TOTAL**	**EXCEPTIONS**	**DESIRED PRODUCT NUMBER**	**MFR & PRODUCT**	**UNIT PRICE (based on UOM)**	**TOTAL**	**EXCEPTIONS**	**DESIRED PRODUCT NUMBER**	**MFR & PRODUCT**
34	Bandage 1" x 3"	320	$ 2.80	$ 896.00	Yes	00231-must be cl	CARDINAL HEALTH / BTM #J3005	$ 1.58	$ 505.60	Yes	00231-must be cl	ASO CBD4019-012	NO BID				
35	Large Digit Bandage 2" x 2.5"	77	$ 9.79	$ 753.83	Yes	01307-must be cl	BSN MEDICAL INC / BTM #1122-30701	$ 6.90	$ 531.30	Yes	01307-must be cloth bandage		NO BID				
36	Bandage, Large Patch 2" x 3"	97	$ 3.99	$ 387.03	Yes	00340-must be cl	CARDINAL HEALTH / BTM #J3004	$ 5.43	$ 526.71	Yes	00340-must be cloth bandage		NO BID				
37	Bandage, Knuckle 1.5 X 3"	82	$ 3.49	$ 286.18	Yes	01390-must be cl	DYNAREX CORPORATION / BTM #279-3619BX	$ 6.87	$ 563.34	Yes	01390-must be cloth bandage		NO BID				
38	Unsterile 4x4 12 Ply	285	$ 46.40	$ 13,224.00	Yes	3242 - 20 packs c	DYNAREX CORPORATION / BTM #279-3242BG	$ 33.20	$ 9,462.00	Yes	3242 - 20 packs c	Emphasis GA44820	NO BID				
39	4X4 Sterile 2/pk	5	$ 34.68	$ 173.40	Yes	6408 - 25/box & 2	DUKAL CORP. / BTM #276-6408TY	$ 28.50	$ 142.50	Yes	6408 - 25/box & 2	Emphasis GF44821	NO BID				
40	Multi-trauma Dressing 10"x30"	930	$ 0.78	$ 725.40	Yes	3056	MEDLINE INDUSTRIES, INC. / BTM #536-NON21459EA	$ 0.75	$ 697.50	Yes	3056	MedSource MS-GZM001	NO BID				
41	Oval Eye Pads	11	$ 3.89	$ 42.79	Yes	70-8771	DUKAL CORP. / BTM #080841	$ 3.79	$ 41.69	Yes	70-8771	Dukal 841	NO BID				
42	Metal Eye Cover	9	$ 10.08	$ 90.72	Yes	13-1276	GRAHAM FIELD, INC. / BTM #081258	$ 9.30	$ 83.70	Yes	13-1276		NO BID				
43	Combi ABD Pad (Surgi-pad) 8"x7.5"	9	$ 36.80	$ 331.20	Yes	3502	DYNAREX CORPORATION / BTM #1212-08426	$ 31.22	$ 280.98	Yes	3502		NO BID				
44	Burn Sheet 60x96	210	$ 1.88	$ 394.80	Yes	30-01	CURAPLEX BY BOUND TREE / BTM #30061MS	$ 1.64	$ 344.40	Yes	30-01	MedSource MS-BS0033	NO BID				
45	Petroleum Gauze/Vaseline, Box/50	40	$ 33.00	$ 1,320.00	Yes	413605	CARDINAL HEALTH / BTM #150066K1	$ 33.07	$ 1,322.80	Yes	413605	Dukal 206	NO BID				
46	Non-sterile, Kling 4"	65	$ 10.40	$ 676.00	Yes	3104	DYNAREX CORPORATION / BTM #279-3104BG	$ 11.05	$ 718.25	Yes	3104		NO BID				
47	Non-sterile, Kling 2"	58	$ 8.45	$ 490.10	Yes	3102	DUKAL CORP. / BTM #276-8517	$ 8.33	$ 483.14	Yes	3102		NO BID				
48	Triangular Bandage	4	$ 56.60	$ 226.40	Yes	3672	CURAPLEX BY BOUND TREE / BTM #1124-32400	$ 44.78	$ 179.12	Yes	3672	MedSource MS-11050	NO BID				
49	Tape 1" Transpore	410	$ 8.42	$ 3,452.20	No	1527-1	VLR TRADING CO., INC / BTM #151527	$ 10.91	$ 4,473.10	No	1527-1		NO BID				
50	Tape 2" Cloth	150	$ 90.60	$ 13,590.00	Yes	Hermitage Hypo-S	DYNAREX CORPORATION / BTM #F165632	$ 107.56	$ 16,134.00	Yes	Hermitage Hypo-Silk Coth Tape No. 7112		NO BID				
	LOT 2 TOTAL			**$ 37,060.05**					**$ 36,490.13**				**NO BID**				

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Lot 3	ITEM - O2 & Airway Supplies	Qty.	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT
51	Oral Airway 110mm	42	$ 0.80	$ 33.60	Yes	4765	DYNAREX CORPORATION / BTM #279-4765EA	$ 0.65	$ 27.30	Yes	4765	Sunmed 1-1506-11	NO BID				
52	Oral Airway 100mm	37	$ 0.80	$ 29.60	Yes	4755	DYNAREX CORPORATION / BTM #279-4755EA	$ 0.65	$ 24.05	Yes	4755	Sunmed 1-1506-99	NO BID				
53	Oral Airway 90mm	42	$ 0.80	$ 33.60	Yes	4745	DYNAREX CORPORATION / BTM #279-4745EA	$ 0.65	$ 27.30	Yes	4745	Sunmed 1-1506-90	NO BID				
54	Oral Airway 80mm	37	$ 0.80	$ 29.60	Yes	4735	DYNAREX CORPORATION / BTM #279-4735EA	$ 0.65	$ 24.05	Yes	4735	Sunmed 1-1506-80	NO BID				
55	Oral Airway 60mm	31	$ 0.80	$ 24.80	Yes	4725	DYNAREX CORPORATION / BTM #279-4725EA	$ 0.65	$ 20.15	Yes	4725	Sunmed 1-1506-60	NO BID				
56	Oral Airway 40mm	26	$ 0.80	$ 20.80	Yes	4715	DYNAREX CORPORATION / BTM #A036100	$ 0.65	$ 16.90	Yes	4715	Sunmed 1-1506-40	NO BID				
57	Naso Airway 12 Fr	18	$ 11.00	$ 198.00	Yes	51150	CURAPLEX BY BOUND TREE / BTM #51150	$ 17.40	$ 313.20	Yes	51150	Sunmed 1-5073-12	NO BID				
58	Naso Airway 14 Fr	18	$ 11.00	$ 198.00	Yes	51151	CURAPLEX BY BOUND TREE / BTM #51151	$ 17.40	$ 313.20	Yes	51151	Sunmed 1-5073-14	NO BID				
59	Naso Airway 16 Fr	19	$ 11.00	$ 209.00	Yes	123316	CURAPLEX BY BOUND TREE / BTM #51152	$ 17.40	$ 330.60	Yes	123316	Sunmed 1-5073-16	NO BID				
60	Naso Airway 18 Fr	20	$ 11.00	$ 220.00	Yes	123318	CURAPLEX BY BOUND TREE / BTM #51153	$ 17.40	$ 348.00	Yes	123318	Sunmed 1-5073-18	NO BID				
61	Naso Airway 20 Fr	20	$ 11.00	$ 220.00	Yes	123320	CURAPLEX BY BOUND TREE / BTM #51154	$ 16.60	$ 332.00	Yes	123320	Dynarex 4591	NO BID				
62	Naso Airway 22 Fr	21	$ 11.00	$ 231.00	Yes	123322	CURAPLEX BY BOUND TREE / BTM #51155	$ 16.60	$ 348.60	Yes	123322	Dynarex 4592	NO BID				
63	Naso Airway 24 Fr	23	$ 11.00	$ 253.00	Yes	123324	CURAPLEX BY BOUND TREE / BTM #51156	$ 16.60	$ 381.80	Yes	123324	Dynarex 4593	NO BID				
64	Naso Airway 26 Fr	23	$ 11.00	$ 253.00	Yes	123326	CURAPLEX BY BOUND TREE / BTM #51157	$ 16.60	$ 381.80	Yes	123326	Dynarex 4594	NO BID				
65	Naso Airway 28 Fr	20	$ 11.00	$ 220.00	Yes	123328	CURAPLEX BY BOUND TREE / BTM #51158	$ 16.60	$ 332.00	Yes	123328	Dynarex 4595	NO BID				
66	Naso Airway 30 Fr	17	$ 11.00	$ 187.00	Yes	123330	CURAPLEX BY BOUND TREE / BTM #51159	$ 16.60	$ 282.20	Yes	123330	Dynarex 4596	NO BID				
67	Suction Cath 6 Fr	5	$ 6.00	$ 30.00	Yes	4806	CURAPLEX BY BOUND TREE / BTM #36090	$ 8.33	$ 41.65	Yes	4806		NO BID				
68	Suction Cath 12 Fr	7	$ 6.00	$ 42.00	Yes	4812	CURAPLEX BY BOUND TREE / BTM #36093	$ 8.33	$ 58.31	Yes	4812		NO BID				
69	Suction Cath 14 Fr	6	$ 6.00	$ 36.00	Yes	4814	CURAPLEX BY BOUND TREE / BTM #36094	$ 8.33	$ 49.98	Yes	4814		NO BID				
70	Suction Cath Yaunker	34	$ 17.50	$ 595.00	Yes	4691	CURAPLEX BY BOUND TREE / BTM #16108	$ 17.22	$ 585.48	Yes	4691		NO BID				
71	Meconium Aspirator	2	$ 176.00	$ 352.00	Yes	N0101	NEOTECH PRODUCTS, INC. / BTM #590101	$ 174.40	$ 348.80	Yes	N0101		NO BID				
72	1/4" Suction Tubing, 7ft	28	$ 27.50	$ 770.00	Yes	AS825	AMSINO INTERNATIONAL INC / BTM #16008	$ 31.11	$ 871.08	Yes	AS825	Dynarex 4686	NO BID				
73	Syringe Ear 2oz	2	$ 12.50	$ 25.00	Yes	AS00502S	AMSINO INTERNATIONAL INC / BTM #044-AS00502EA	$ 20.58	$ 41.16	Yes	AS00502S		NO BID				
74	Disposable Suction Canister	27	$ 132.00	$ 3,564.00	No	484410	BEMIS MANUFACTURING COMPANY / BTM #598041	$ 168.48	$ 4,548.96	No	484410		NO BID				
75	BVM(bag valve mask) w/CO2 detector, Adult	475	$ 96.00	$ 45,600.00	No	2442-70001	AMBU / BTM #2442-70001	$ 124.68	$ 59,223.00	No	2442-70001		NO BID				
76	BVM(bag valve mask) w/CO2 detector, Infant	21	$ 198.00	$ 4,158.00	No	2442-03004	AMBU / BTM #2442-54028	$ 282.60	$ 5,934.60	No	2442-03004		NO BID				
77	BVM(bag valve mask) w/CO2 detector, Pediatric	26	$ 99.00	$ 2,574.00	No	2442-80020	AMBU / BTM #2442-80020	$ 141.30	$ 3,673.80	No	2442-80020		NO BID				
78	ACE STAT-Check CO2 detector	20	$ 81.50	$ 1,630.00	Yes	RA100; bid item must fit AMBU BVM's as listed on items #75-77	VENTLAB CORPORATION / BTM #8369	$ 69.40	$ 1,388.00	Yes	RA100; bid item must fit AMBU BVM's as listed on items #75-77		NO BID				
79	ET Tube 2.0 Uncuffed	18	$ 36.20	$ 651.60	Yes	1500200		$ 35.75	$ 643.50	Yes	1500200		NO BID				
80	ET Tube 2.5 Uncuffed	18	$ 36.20	$ 651.60	No	506525		$ 33.50	$ 603.00	No			NO BID				
81	ET Tube 3.0 Uncuffed	20	$ 36.20	$ 724.00	No	506530		$ 33.50	$ 670.00	No			NO BID				
82	ET Tube 3.5 Uncuffed	18	$ 36.20	$ 651.60	No	506535		$ 33.50	$ 603.00	No			NO BID				
83	ET Tube 4.0 Uncuffed	21	$ 36.20	$ 760.20	No	506540		$ 33.50	$ 703.50	No			NO BID				
84	ET Tube 4.5 Uncuffed	21	$ 36.20	$ 760.20	No	506545		$ 33.50	$ 703.50	No			NO BID				
85	ET Tube 5.0 Uncuffed	16	$ 36.20	$ 579.20	No	506550		$ 33.50	$ 536.00	No			NO BID				
86	ET Tube 5.0 Cuffed	16	$ 37.40	$ 598.40	No	504550		$ 34.70	$ 555.20	No			NO BID				
87	ET Tube 5.5 Cuffed	19	$ 37.40	$ 710.60	No	504555		$ 34.70	$ 659.30	No			NO BID				
88	ET Tube 6 Cuffed	42	$ 37.40	$ 1,570.80	No	504560		$ 34.70	$ 1,457.40	No			NO BID				
89	ET Tube 7 Cuffed	125	$ 37.40	$ 4,675.00	No	504570		$ 34.70	$ 4,337.50	No			NO BID				

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90	ET Tube 8 Cuffed	72	$ 37.40	$ 2,692.80	No	504580		$ 34.70	$ 2,498.40	No			NO BID				
91	Mucosal Atomization Device w/o Syringe	53	$ 154.00	$ 8,162.00	No	400125		$ 169.00	$ 8,957.00	No	400125		NO BID				
92	ET Holder Adult	67	$ 67.25	$ 4,505.75	No	600-20000		$ 70.25	$ 4,706.75	No	600-20000		NO BID				
93	ET Holder Ped	16	$ 67.25	$ 1,076.00	No	600-10000		$ 70.25	$ 1,124.00	No	600-10000		NO BID				
94	Laryngoscope Handle Med	28	$ 8.55	$ 239.40	Yes	Metal Non-fiber	CURAPLEX BY BOUND TREE / BTM #35011	$ 9.33	$ 261.24	Yes	Metal Non-fiber	MedSource MS-46000	NO BID				
95	Laryngoscope Handle Sm	33	$ 8.55	$ 282.15	Yes	Metal Non-fiber	CURAPLEX BY BOUND TREE / BTM #35010	$ 9.33	$ 307.89	Yes	Metal Non-fiber	MedSource MS-46001	NO BID				
96	Laryngoscope Lamp Sm	82	$ 1.35	$ 110.70	Yes	14731	CURAPLEX BY BOUND TREE / BTM #14731	$ 1.16	$ 95.12	Yes	14731	Sunmed 5-0234-01	NO BID				
97	Laryngoscope Lamp Large	90	$ 1.35	$ 121.50	Yes	14732	CURAPLEX BY BOUND TREE / BTM #14732	$ 1.16	$ 104.40	Yes	14732	Sunmed 5-0234-04	NO BID				
98	Surgical Lubricant, 4oz	22	$ 18.36	$ 403.92	Yes	1254	OTHER MANUFACTURER / BTM #1340-13140	$ 13.32	$ 293.04	Yes	1254		NO BID				
99	Laryngoscope Blade Miller 0	28	$ 7.15	$ 200.20	Yes	MS-001MIB0	MEDSOURCE INTERNATIONAL / BTM #533-MS-001MIB0	$ 6.99	$ 195.72	Yes	MS-001MIB0		NO BID				
100	Laryngoscope Blade Miller 1	26	$ 7.15	$ 185.90	Yes	MS-001MIB1	MEDSOURCE INTERNATIONAL / BTM #533-MS-001MIB1	$ 6.99	$ 181.74	Yes	MS-001MIB1		NO BID				
101	Laryngoscope Blade Miller 2	19	$ 7.15	$ 135.85	Yes	MS-001MIB2	MEDSOURCE INTERNATIONAL / BTM #533-MS-001MIB2	$ 6.99	$ 132.81	Yes	MS-001MIB2		NO BID				
102	Laryngoscope Blade Miller 3	17	$ 7.15	$ 121.55	Yes	MS-001MIB3	MEDSOURCE INTERNATIONAL / BTM #533-MS-001MIB3	$ 6.99	$ 118.83	Yes	MS-001MIB3		NO BID				
103	Laryngoscope Blade Miller 4	13	$ 7.15	$ 92.95	Yes	MS-001MIB4	MEDSOURCE INTERNATIONAL / BTM #533-MS-001MIB4	$ 6.99	$ 90.87	Yes	MS-001MIB4		NO BID				
104	Laryngoscope Blade Mac 0	35	$ 8.15	$ 285.25	Yes	4651000	SURGICAL DESIGN, INC / BTM #7886	$ 6.99	$ 244.65	Yes	4651000	MedSource MS-46010	NO BID				
105	Laryngoscope Blade Mac 1	23	$ 7.15	$ 164.45	Yes	MS-001MAB1	MEDSOURCE INTERNATIONAL / BTM #533-MS-001MAB1	$ 6.99	$ 160.77	Yes	MS-001MAB1		NO BID				
106	Laryngoscope Blade Mac 2	18	$ 7.15	$ 128.70	Yes	MS-001MAB2	MEDSOURCE INTERNATIONAL / BTM #533-MS-001MAB2	$ 6.99	$ 125.82	Yes	MS-001MAB2		NO BID				
107	Laryngoscope Blade Mac 3	21	$ 7.15	$ 150.15	Yes	MS-001MAB3	MEDSOURCE INTERNATIONAL / BTM #533-MS-001MAB3	$ 6.99	$ 146.79	Yes	MS-001MAB3		NO BID				
108	Laryngoscope Blade Mac 4	21	$ 7.15	$ 150.15	Yes	MS-001MAB4	MEDSOURCE INTERNATIONAL / BTM #533-MS-001MAB4	$ 6.99	$ 146.79	Yes	MS-001MAB4		NO BID				
109	Magill Forceps Adult	37	$ 3.65	$ 135.05	Yes	8502100	ZULCO INTERNATIONAL / BTM #400008	$ 4.06	$ 150.22	Yes	8502100	ADC 316	NO BID				
110	Magill Forceps Child	47	$ 3.42	$ 160.74	Yes	8501300	ZULCO INTERNATIONAL / BTM #400007	$ 4.06	$ 190.82	Yes	8501300	ADC 315	NO BID				
111	Scapel Disp #11	22	$ 4.20	$ 92.40	Yes	4111	DYNAREX CORPORATION / BTM #400012	$ 3.77	$ 82.94	Yes	4111		NO BID				
112	Bite Stick	83	$ 3.40	$ 282.20	Yes	4010	E.M.I. / BTM #0003	$ 2.91	$ 241.53	Yes	4010	ADC 4010T	NO BID				
113	Adult Nasal Cannulla	274	$ 12.00	$ 3,288.00	Yes	1007	VENTLAB CORPORATION / BTM #14645	$ 11.72	$ 3,211.28	Yes	1007		NO BID				
114	Nasal Cannula with Capnography	245	$ 210.50	$ 51,572.50	Yes	009818	COVIDIEN / BTM #177653	$ 271.75	$ 66,578.75	Yes	009818	Physio 11996-000162	NO BID				
115	Oxygen tubing 7 ft	28	$ 11.50	$ 322.00	Yes	3007	CURAPLEX BY BOUND TREE / BTM #87-3007EA	$ 10.55	$ 295.40	Yes	3007		NO BID				
116	Adult Non-rebreather w/check valve & 2 side valves	95	$ 34.00	$ 3,230.00	Yes	2102	VENTLAB CORPORATION / BTM #2356-21026	$ 32.80	$ 3,116.00	Yes	2102		NO BID				
117	Decompression needle, 14ga x must be 3.25 inches	76	$ 421.50	$ 32,034.00	Yes		NORTH AMERICAN RESCUE PRODUCTS / BTM #NARZZ-0056	$ 433.50	$ 32,946.00	Yes		H &H TPAK	NO BID				
118	Nebulizer kit with T piece	82	$ 28.00	$ 2,296.00	Yes	MS-22883. Nebulizer must be complete kit w/T piece	CURAPLEX BY BOUND TREE / BTM #301-200EA	$ 32.70	$ 2,681.40	Yes	MS-22883. Nebulizer must be complete kit w/T piece	Med-Tech MS-22883	NO BID				
119	Aerosol Mask	30	$ 18.50	$ 555.00	Yes	2110	VENTLAB CORPORATION / BTM #87-2110EA	$ 17.00	$ 510.00	Yes	2110		NO BID				
120	Pedi Non Rebreather	24	$ 36.00	$ 864.00	Yes	2201	VENTLAB CORPORATION / BTM #2356-22026	$ 31.75	$ 762.00	Yes	2201		NO BID				
121	Infant O2 Mask	12	$ 44.50	$ 534.00	Yes	2300	CURAPLEX BY BOUND TREE / BTM #30058	$ 31.80	$ 381.60	Yes	2300		NO BID				
122	Pediatric Nasal Cannulla	9	$ 12.00	$ 108.00	Yes	1207	CURAPLEX BY BOUND TREE / BTM #30056	$ 17.25	$ 155.25	Yes	1207		NO BID				
123	Infant Nasal Cannula	8	$ 22.50	$ 180.00	Yes	1307	ALLIED HEALTHCARE PRODUCTS INC / BTM #A859100	$ 29.61	$ 236.88	Yes	1307		NO BID				
124	Oxygen Seals	13	$ 10.95	$ 142.35	Yes	166840	INOVO / BTM #377-166840-25	$ 12.32	$ 160.16	Yes	166840	Meret AREG-100WB50	NO BID				
125	Nipple (Christmas Tree)	110	$ 0.48	$ 52.80	Yes	A20089	TELEFLEX MEDICAL / BTM #020634	$ 0.29	$ 31.68	Yes	A20089	Sunmed 8-2311-20	NO BID				
126	Portable 02 Wrench	13	$ 12.50	$ 162.50	Yes	301-1540	OTHER MANUFACTURER / BTM #385083	$ 18.33	$ 238.23	Yes	301-1540	Sunmed 7-9900-13	NO BID				

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127	Portable 02 Regulator 2 Diss, 25L Flow Brass	36	$ 42.75	$ 1,539.00	Yes	51-B2225R2	GENSTAR TECHNOLOGIES CO, INC / BTM #14363	$ 28.68	$ 1,032.48	Yes	51-B2225R2	Meret AREG8725-B2D	NO BID				
128	Main 02 Regulator	12	$ 68.00	$ 816.00	Yes	RR510-600	CURAPLEX BY BOUND TREE / BTM #D2404	$ 80.62	$ 967.44	Yes	RR510-600	Inovo 2800-R-2	NO BID				
129	FlowMeter, O2, 0-15LPM, 50PSI, OHMED	19	$ 30.25	$ 574.75	Yes	1MFA1005PT0	PRECISION MEDICAL / BTM #020631	$ 48.60	$ 923.40	Yes	1MFA1005PT0		NO BID				
130	QC Adaptor, Oxygen, Ohio and DISS Male	10	$ 32.72	$ 327.20	No	MQ-201-2	WESTERN ENTERPRISES / BTM #A407100	$ 39.87	$ 398.70	No	MQ-201-2		NO BID				
131	QC Coupler, Oxygen, Ohio and DISS Female	10	$ 35.70	$ 357.00	No	OR201-6	WESTERN ENTERPRISES / BTM #A407101	$ 44.41	$ 444.10	No	OR201-6		NO BID				
132	02 Yoke	15	$ 18.73	$ 280.95	No	10-YA Must be screw type connector	WESTERN ENTERPRISES / BTM #2345-10251	$ 23.96	$ 359.40	No	10-YA Must be screw type connector		NO BID				
LOT 3 TOTAL				**$ 193,186.01**					**$ 227,728.16**				**NO BID**				

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	ITEM - IV Supplies	Est. Annual Qty.	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT
Lot 4	ITEM - Trauma	Qty.	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT
133	BP Cuff Infant	54	$ 4.90	$ 264.60	Yes	01-149-13	CURAPLEX BY BOUND TREE / BTM #36010	$ 5.25	$ 283.50	Yes	01-149-13	Veridian 02-1084	NO BID				
134	BP Cuff Pedi	65	$ 4.90	$ 318.50	Yes	01-149-15	CURAPLEX BY BOUND TREE / BTM #36011	$ 5.25	$ 341.25	Yes	01-149-15	Veridian 02-1083	NO BID				
135	BP Cuff Adult	145	$ 5.10	$ 739.50	Yes	01-149-11	CURAPLEX BY BOUND TREE / BTM #36012	$ 5.25	$ 761.25	Yes	01-149-11	Veridian 02-1081	NO BID				
136	BP Cuff Lrg Adult	135	$ 5.10	$ 688.50	Yes	01-149-16	CURAPLEX BY BOUND TREE / BTM #36013	$ 5.42	$ 731.70	Yes	01-149-16	Veridian 02-1082	NO BID				
137	Stethoscope, dual head stainless steel adult/pediatric	275	$ 3.49	$ 959.75	Yes	MDF777 flexible	BRIGGS HEALTHCARE / BTM #E6142	$ 25.84	$ 7,106.00	Yes	MDF777 flexible	ADC 603BK	NO BID				
138	Ammonia Inhalants	41	$ 1.67	$ 68.47	Yes	22712-227	HONEYWELL SAFETY PRODUCTS USA INC / BTM #900233	$ 2.00	$ 82.00	Yes	22712-227	Dynarex 1401	NO BID				
139	Emesis Bags	53	$ 105.60	$ 5,596.80	Yes	#100-7000 (Must be Bags - No Basins)	CURAPLEX BY BOUND TREE / BTM #1071-10202	$ 287.06	$ 15,214.18	Yes	#100-7000 (Must be Bags - No Basins)		NO BID				
140	Hot Packs	105	$ 8.40	$ 882.00	Yes	13-01	TEMPO MEDICAL PRODUCTS / BTM #1432-67000	$ 13.57	$ 1,424.85	Yes	13-01	Dynarex 4516	NO BID				
141	Cold Packs	300	$ 6.96	$ 2,088.00	Yes	12-01	CURAPLEX BY BOUND TREE / BTM #1431-16002	$ 10.74	$ 3,222.00	Yes	12-01	Dynarex 4512	NO BID				
142	Ob Kit	115	$ 5.80	$ 667.00	Yes	40-01	CURAPLEX BY BOUND TREE / BTM #4440010	$ 4.78	$ 549.70	Yes	40-01	Motion Medical 1702	NO BID				
143	Bunting/Swaddler	65	$ 3.54	$ 230.10	Yes	40-06	BRIGGS HEALTHCARE / BTM #444006	$ 3.44	$ 223.60	Yes	40-06	Primacare CS-6835	NO BID				
144	Pen Light Disposable 6/pack	300	$ 3.84	$ 1,152.00	Yes	22-6666	CURAPLEX BY BOUND TREE / BTM #32762	$ 3.36	$ 1,008.00	Yes	22-6666	Veridian 14-823	NO BID				
145	Disposable Pillows	105	$ 2.15	$ 225.75	Yes	41-1724-12; mea	CARE LINE INC. / BTM #206-089-7010EA	$ 2.25	$ 236.25	Yes	41-1724-12; mea	Careline 089-7015	NO BID				
146	Disp Linen (Fitted sheet, Top sheet, Pillow Case)	3	$ 90.00	$ 270.00	Yes	Lin Kit 75 (pillowc	MEDSOURCE INTERNATIONAL / BTM #533-MS-003PCHD	$ 165.76	$ 497.28	Yes	Lin Kit 75 (pillowc	Graham 72500	NO BID				
147	Disposable Pillow case 21x30	50	$ 0.85	$ 42.50	Yes	14043	CURAPLEX BY BOUND TREE / BTM #3271-44125	$ 1.05	$ 52.25	Yes	14043	Graham 47256	NO BID				
148	Combat Tourniquet 1.5" wide Orange	225	$ 25.75	$ 5,793.75	No	NSN 6515-01-58	TACTICAL MEDICAL SOLUTIONS, INC / BTM #1880-19235	$ 27.65	$ 6,221.25	No	NSN 6515-01-587-9943		NO BID				
149	Crash Shears	1375	$ 0.75	$ 1,031.25	Yes	1358-1	CURAPLEX BY BOUND TREE / BTM #61411	$ 0.67	$ 921.25	Yes	1358-1	Dynarex 4180	NO BID				
150	Center Punch	115	$ 4.47	$ 514.05	Yes	Q89072	E.M.I. / BTM #G1741	$ 5.09	$ 585.35	Yes	Q89072	ADC 360	NO BID				
151	Super Sanicloth 160 wipes/cn	140	$ 71.40	$ 9,996.00	No	Q55172	NICE-PAK / BTM #1061-17517	$ 69.72	$ 9,760.80	No	Q55172		NO BID				
152	Triage Tag, Airport Style	9	$ 23.75	$ 213.75	No	American Civil De	METTAG PRODUCTS / BTM #600001	$ 22.75	$ 204.75	No	American Civil Defense		NO BID				
153	Ring Cutter, Heavy Duty	60	$ 4.25	$ 255.00	Yes	34-1-420	CURAPLEX BY BOUND TREE / BTM #61511	$ 11.64	$ 698.40	Yes	34-1-420	ADC 380	NO BID				
154	Emergency Blanket 54"x 80" yellow, impervious	18	$ 83.50	$ 1,503.00	Yes	7303 (Must be siz	DUKAL CORP. / BTM #276-7303EA	$ 84.50	$ 1,521.00	Yes	7303 (Must be size & type specified)		NO BID				
LOT 4 TOTAL				**$ 33,500.27**					**$ 51,646.61**				**NO BID**				

			BOUND TREE					CONCORDANCE HEALTHCARE					FERNO				
	ITEM - IV Supplies	Est. Annual Qty.	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT
Lot 5	**ITEM - Personal Protection**	**Qty.**	**UNIT PRICE (based on UOM)**	**TOTAL**	**EXCEPTIONS**	**DESIRED PRODUCT NUMBER**	**MFR & PRODUCT**	**UNIT PRICE (based on UOM)**	**TOTAL**	**EXCEPTIONS**	**DESIRED PRODUCT NUMBER**	**MFR & PRODUCT**	**UNIT PRICE (based on UOM)**	**TOTAL**	**EXCEPTIONS**	**DESIRED PRODUCT NUMBER**	**MFR & PRODUCT**
155	Apex gloves Small	50	$ 115.00	$ 5,750.00	No	AP12-1	DIGITCARE CORPORATION / BTM #1015-11201	$ 124.40	$ 6,220.00	No	AP12-1		NO BID				
156	Apex gloves Medium	189	$ 115.00	$ 21,735.00	No	AP12-2	DIGITCARE CORPORATION / BTM #1015-11202	$ 124.40	$ 23,511.60	No	AP12-2		NO BID				
157	Apex gloves Large	1110	$ 115.00	$ 127,650.00	No	AP12-3	DIGITCARE CORPORATION / BTM #1015-11203	$ 124.40	$ 138,084.00	No	AP12-3		NO BID				
158	Apex gloves Xlarge	610	$ 115.00	$ 70,150.00	No	AP12-4	DIGITCARE CORPORATION / BTM #1015-11204	$ 124.40	$ 75,884.00	No	AP12-4		NO BID				
159	Apex gloves 2XL	45	$ 115.00	$ 5,175.00	No	AP12-5	DIGITCARE CORPORATION / BTM #1015-11205	$ 124.40	$ 5,598.00	No	AP12-5		NO BID				
160	Fluid Shield Mask	12	$ 14.45	$ 173.40	Yes	BL5005S	DUKAL CORP. / BTM #276-1560BX	$ 8.54	$ 102.48	Yes	BL5005S	Dynarex 2202	NO BID				
161	Isolation Gown - universal size	15	$ 13.00	$ 195.00	No	AP12-1	O&M Halyard, Inc / BTM #108-69490EA	$ 2.50	$ 37.50	No	AP12-1	Dynarex 2141	NO BID				
162	Vionex Skin Wipes	400	$ 21.00	$ 8,400.00	No	10-1510	METREX RESEARCH CORPORATION / BTM #205100	$ 18.84	$ 7,536.00	No	10-1510		NO BID				
163	N95 Mask Flat Fold -Universal	62	$ 13.80	$ 855.60	Yes	7230N95 (mask must be "NIOSH" flat fold particulate)	O&M Halyard, Inc / BTM #299170	$ 17.10	$ 1,060.20	Yes	7230N95 (mask must be "NIOSH" flat fold particulate)	3M 1870+	NO BID				
164	Purell Hand Sanitizer, 8oz. Pump	140	$ 22.32	$ 3,124.80	Yes	3014-12 (Must be	SAFETEC / BTM #768-17370EA	$ 45.24	$ 6,333.60	Yes	3014-12 (Must be gel not foam)		NO BID				
	LOT 5 TOTAL			**$ 243,208.80**					**$ 264,367.38**				**NO BID**				
Lot 6	**ITEM- BP and Cardiac**	**Qty.**	**UNIT PRICE (based on UOM)**	**TOTAL**	**EXCEPTIONS**	**DESIRED PRODUCT NUMBER**	**MFR & PRODUCT**	**UNIT PRICE (based on UOM)**	**TOTAL**	**EXCEPTIONS**	**DESIRED PRODUCT NUMBER**	**MFR & PRODUCT**	**UNIT PRICE (based on UOM)**	**TOTAL**	**EXCEPTIONS**	**DESIRED PRODUCT NUMBER**	**MFR & PRODUCT**
165																	
166	Razors, disposable	22	$ 12.50	$ 275.00	No	4777-02	OTHER MANUFACTURER / BTM #084846	$ 49.41	$ 1,087.02	No	4777-02		NO BID				
167	Strip chart recorder paper, 100mm x 22m, roll, for Lifepak 15	80	$ 209.28	$ 16,742.40	Yes	11240-000016	PHYSIO-CONTROL, INC. / BTM #238053	$ 36.00	$ 2,880.00	Yes	11240-000016	Leonhard Lang 12394	NO BID				
168	Curaplex Select Defib Pads, Physio Adult combo, Leads our direct Connect	150	$ 179.30	$ 26,895.00	No	11996-000017	CURAPLEX BY BOUND TREE / BTM #16242	$ 278.20	$ 41,730.00	No	11996-000017		NO BID				
169	Curaplex Select Multi-function Defib Pads, Physio Control Pediatric	22	$ 177.50	$ 3,905.00	No	11996-00093	CURAPLEX BY BOUND TREE / BTM #16383	$ 297.60	$ 6,547.20	No	11996-00093		NO BID				
	LOT 6 TOTAL			**$ 47,817.40**					**$ 52,244.22**				**NO BID**				

			BOUND TREE					CONCORDANCE HEALTHCARE					FERNO				
	ITEM - IV Supplies	Est. Annual Qty.	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT
Lot 7	ITEM- Pharmaceuticals	Qty.	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT
170	Adenosine Injection 6mg/2ml vial	1225	$ 2.74	$ 3,356.50	Yes	NDC# 63323-651	CARDINAL HEALTH-PHARMA / BTM #0542-02	NO BID					NO BID				
171	Albuterol 2.5mg/3ml Sterile Unit Dose Vials	275	$ 3.59	$ 987.25	Yes	NDC# 49502-697	NEPHRON PHARMACEUTICALS CORP / BTM #9501-25	NO BID					NO BID				
172	Amiodarone 150mg/3ml vial 50mg/ml 10/bx	1020	$ 1.95	$ 1,989.00	Yes	NDC# 67457-153	OTHER MANUFACTURER / BTM #0616-03	NO BID					NO BID				
173	Aspirin, Children's Chewable 81mg. 36s	700	$ 0.78	$ 546.00	Yes	NDC# 0904-4040	GERI-CARE / BTM #911316	NO BID					NO BID				
174	Cardizem (Diltiazem) 50mg/10ml 10ml vial	850	$ 5.23	$ 4,445.50	Yes	NDC# 55390-565	Hikma Pharmaceuticals USA Inc / BTM #6014-10	NO BID					NO BID				
175	Dextrose Injection 50% 50ml Stickguard Prefilled Syringe	1650	$ 9.81	$ 16,186.50	Yes	NDC# 0548-2001	PFIZER INC. (HOSPIRA) / BTM #377515	NO BID					NO BID				
176	Dextrose Injection 10% 250mL saline-premix	14	$ 81.00	$ 1,134.00	Yes	NDC# 0338-0023	B. BRAUN MEDICAL, INC / BTM #7520-20	NO BID					NO BID				
177	Diazepam Injection 10mg/2ml Carpuject 10s	250	$ 326.85	$ 81,712.50	Yes	NDC# 0409-1273	PFIZER INC. (HOSPIRA) / BTM #371104	NO BID					NO BID				
178	Diphenhydramine 50mg/1ml Vial (Benadryl)	1100	$ 1.05	$ 1,155.00	Yes	NDC# 0641-0376	Hikma Pharmaceuticals USA Inc / BTM #0376-25	NO BID					NO BID				
179	Epinehrine 1:10,000 10ml Prefilled Syringe	4000	$ 5.45	$ 21,800.00	Yes	NDC# 0548-2016	PFIZER INC. (HOSPIRA) / BTM #374921	NO BID					NO BID				
180	Epinephrine 1:1000 (1mg/ml) 1ml Ampule	925	$ 13.13	$ 12,145.25	Yes	NDC# 0074-7241	BPI LABS, LLC / BTM #103-10	NO BID					NO BID				
181	Etomidate 2mg/ml 10ml vial	1150	$ 6.84	$ 7,866.00	Yes	NDC# 0409-6695	PFIZER INC. (HOSPIRA) / BTM #6695-01	NO BID					NO BID				
182	Fentanyl 0.05mg/ml 5ml ampule 10/bx	80	$ 20.15	$ 1,612.00	Yes	NDC# 0641-6025	PFIZER INC. (HOSPIRA) / BTM #371133	NO BID					NO BID				
183	Glucagen Kit 1mg, powder/dilutent	360	$ 187.00	$ 67,320.00	Yes	NDC#0597-0260-	OTHER MANUFACTURER / BTM #0593-03	NO BID					NO BID				
184	Glutose-1.1oz squeeze pouch - Strawberry	370	$ 3.75	$ 1,387.50	Yes	NDC# 0574-0069	LIFE NUTRITION LLC / BTM #662248	NO BID					NO BID				
185	Hydrogen Peroxide 1 Pint	140	$ 17.40	$ 2,436.00	Yes	NDC# 53329-981	OTHER MANUFACTURER / BTM #600629	NO BID					NO BID				
186	Povidone-Iodine swabsticks	50	$ 5.12	$ 256.00	Yes	NDC# 67777-130	DYNAREX CORPORATION / BTM #601240	NO BID					NO BID				
187	Ketamine HCL injection 10ML 50mg/ML	40	$ 47.25	$ 1,890.00	Yes	NDC# 00409205	PFIZER INC. (HOSPIRA) / BTM #0205310	NO BID					NO BID				
188	Lactated Ringers, 1,000mL	45	$ 29.52	$ 1,328.40	Yes	NDC#0409-7953	B. BRAUN MEDICAL, INC / BTM #357500	NO BID					NO BID				
189	Lidocaine 2% 100mg/5ml Abboject Lifeshield	925	$ 3.19	$ 2,950.75	Yes	NDC# 0409-4903	PFIZER INC. (HOSPIRA) / BTM #374904	NO BID					NO BID				
190	Magnesium Sulfate 1g/2ml vial	500	$ 2.04	$ 1,020.00	Yes	NDC# 0517-2602	OTHER MANUFACTURER / BTM #064-03	NO BID					NO BID				
191	Methylprednisolone (Solu-Medrol) 125mg	1650	$ 11.95	$ 19,717.50	No	NDC# 0009-0190	CARDINAL HEALTH-PHARMA / BTM #0047-22	NO BID					NO BID				
192	Metoprolol Tartrate 5mg/5ml Ampule (Lopressor)	600	$ 1.34	$ 804.00	Yes	NDC# 0409-2285	OTHER MANUFACTURER / BTM #660-05	NO BID					NO BID				
193	Midazolam Injection 10mg/2ml vial 10s	300	$ 15.54	$ 4,662.00	Yes	NDC# 0074-2308	PFIZER INC. (HOSPIRA) / BTM #371113	NO BID					NO BID				
194	Morphine Sulphate 10mg/ml 1ml vial 25s	150	$ 62.05	$ 9,307.50	Yes	NDC# 10019-178	Hikma Pharmaceuticals USA Inc / BTM #6127-25	NO BID					NO BID				
195	Narcan 2mg/2ml Luerjet	3560	$ 29.95	$ 106,622.00	Yes	NDC# 0548-3369	IMS LIMITED / BTM #373369	NO BID					NO BID				
196	Nitro Tabs 0.4mg (25 tabs/bottle)	160	$ 155.12	$ 24,819.20	No	NDC# 0071-0418	CARDINAL HEALTH-PHARMA / BTM #0418-13	NO BID					NO BID				
197	Norephinephrine 4mL ampule 1mg/mL	55	$ 103.30	$ 5,681.50	Yes	NDC# 360000-16	CARDINAL HEALTH-PHARMA / BTM #0162-10	NO BID					NO BID				
198	Ondansetron 4mg/2ml Prefilled Syringe	4200	$ 1.82	$ 7,644.00	Yes	NDC# 0409-1120	PFIZER INC. (HOSPIRA) / BTM #1120-12	NO BID					NO BID				
199	Sodium Bicarbonate 8.4% Prefilled Syringe 50ml	1100	$ 12.31	$ 13,541.00	Yes	NDC# 0548-2052	IMS LIMITED / BTM #371035	NO BID					NO BID				
200	Sodium Chloride 0.9% Irrigation 500ml	60	$ 41.58	$ 2,494.80	Yes	NDC#0338-0048-	B. BRAUN MEDICAL, INC / BTM #358001	NO BID					NO BID				
201	Sodium Chloride 0.9% 1000ml IV	1250	$ 23.80	$ 29,750.00	Yes	NDC# 0264-7800	B. BRAUN MEDICAL, INC / BTM #7800-09	NO BID					NO BID				
202	Sodium Chloride 0.9% 250ml IV	400	$ 79.56	$ 31,824.00	Yes	NDC# 0264-7800	B. BRAUN MEDICAL, INC / BTM #358002	NO BID					NO BID				
203	Sodium Chloride 0.9% Prefilled syringes, 10ML fill	430	$ 32.00	$ 13,760.00	Yes	NDC#08881-570	AQUABILITI / BTM #600-10	NO BID					NO BID				

			BOUND TREE					CONCORDANCE HEALTHCARE					FERNO				
	ITEM - IV Supplies	Est. Annual Qty.	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT
204	Sodium Chloride 0.9% 100mL IV	20	$ 177.60	$ 3,552.00	Yes	NDC# 0338-0049	BAXTER HEALTHCARE-DMG / BTM #358437	NO BID					NO BID				
205	Succinylcholine (Quelicin) 200mg/10ml	1530	$ 23.00	$ 35,190.00	Yes	NDC# 0409-6629	PFIZER INC. (HOSPIRA) / BTM #375204	NO BID					NO BID				
206	Tranexamic Acid, 100mg/mL, 10mL vial	20	$ 173.60	$ 3,472.00	Yes	NDC# 14789-500	CARDINAL HEALTH-PHARMA / BTM #0605-10	NO BID					NO BID				
207	Ipratropium Bromide 0.5mg/Albuterol 3.0mg Individually wrapped (generic for Duoneb)	200	$ 11.10	$ 2,220.00	**Yes**	**NDC# 0487-0201**	NEPHRON PHARMACEUTICALS CORP / BTM #0201-01	NO BID					NO BID				
	LOT 7 TOTAL			**$ 548,585.65**				NO BID	**NO BID**				**NO BID**	**NO BID**			
Lot 8	**ITEM - Immobilization Supplies**	**Qty.**	**UNIT PRICE (based on UOM)**	**TOTAL**	**EXCEPTIONS**	**DESIRED PRODUCT NUMBER**	**MFR & PRODUCT**	**UNIT PRICE (based on UOM)**	**TOTAL**	**EXCEPTIONS**	**DESIRED PRODUCT NUMBER**	**MFR & PRODUCT**	**UNIT PRICE (based on UOM)**	**TOTAL**	**EXCEPTIONS**	**DESIRED PRODUCT NUMBER**	**MFR & PRODUCT**
208	Ambu Perfit ACE c-collar infant/pediatric	75	$ 115.50	$ 8,662.50	No	0.000281106	AMBU / BTM #260280	$ 156.60	$ 11,745.00	No	0.000281106		NO BID				
209	Ambu Perfit ACE c-collar adult	385	$ 115.50	$ 44,467.50	No	0.000281000	AMBU / BTM #260281	$ 156.60	$ 60,291.00	No	0.000281000		NO BID				
210	Stretcher Straps, 5 ft	205	$ 6.98	$ 1,430.90	Yes	Morrison #1200, 5	MORRISON MEDICAL PRODUCTS / BTM #56-1300BK	$ 6.70	$ 1,373.50	Yes	Morrison #1200, 5' loop end	Dick Medical 11152	NO BID				
211	Stretcher Strap, 7 ft	175	$ 7.85	$ 1,373.75	Yes	Morrison	MORRISON MEDICAL PRODUCTS / BTM #56-1301XBLUE	$ 7.01	$ 1,226.75	Yes	Morrison	Dick Medical 11172	NO BID				
212	Stretcher 3-Points Straps	9	$ 15.90	$ 143.10	Yes	Morrison #1285	MORRISON MEDICAL PRODUCTS / BTM #56-1286BK	$ 24.10	$ 216.90	Yes	Morrison #1285		NO BID				
213	Backboard with Pins	40	$ 118.64	$ 4,745.60	No	Iron Duck Base B	IRON DUCK INC. / BTM #35850YP	$ 133.70	$ 5,348.00	No	Iron Duck Base Board w/pins		NO BID				
214	Backboard Straps, Quick-clip, Disposable 5'	10800	$ 6.47	$ 69,876.00	Yes	5" disposal strap w/speed clip & plastic buckle (Must be packaged in sets of 4)	CURAPLEX BY BOUND TREE / BTM #3171-51615B4	$ 6.12	$ 66,096.00	Yes	5" disposal strap w/speed clip & plastic buckle (Must be packaged in sets of 4)	Dick Medical 47152	NO BID				
215	Lift/Gait Belt- Prestige 72"	40	$ 8.53	$ 341.20			PRESTIGE MEDICAL / BTM #11275	$ 9.05	$ 362.00			Posey 6527L	NO BID				
216	Oxygen Bottle/Stretcher Strap	35	$ 15.00	$ 525.00	Yes	For Stryker Stretc	SAFETY INTERNATIONAL / BTM #2526-16922	$ 32.94	$ 1,152.90	Yes	For Stryker Stretcher #6060-140-13		NO BID				
217	Disposable Limb Restraints	520	$ 3.55	$ 1,846.00	No	501110M	DMS / BTM #501110	$ 3.23	$ 1,679.60	No	501110M		NO BID				
218	Head Immobilizer	240	$ 163.50	$ 39,240.00	No	Multi-grip (adult o	CURAPLEX BY BOUND TREE / BTM #3141-91014	$ 222.35	$ 53,364.00	No	Multi-grip (adult only)		NO BID				
219																	
220	Megamover 1500 Disposable 40" x 80"	82	$ 140.00	$ 11,480.00	Yes	51926	CURAPLEX BY BOUND TREE / BTM #3246-95204	$ 164.80	$ 13,513.60	Yes	51926		NO BID				
221	Corrugated Plastic Splint, center foam 12"	8	$ 81.25	$ 650.00	Yes	2504	MORRISON MEDICAL PRODUCTS / BTM #562504	$ 72.25	$ 578.00	Yes	2504		NO BID				
222	Corrugated Plastic Splint, center foam 18"	175	$ 3.77	$ 659.75	Yes	2530	MORRISON MEDICAL PRODUCTS / BTM #562530	$ 3.35	$ 586.25	Yes	2530		NO BID				
223	Corrugated Plastic Splint, center foam 24"	155	$ 4.83	$ 748.65	Yes	2540	MORRISON MEDICAL PRODUCTS / BTM #562540	$ 4.52	$ 700.60	Yes	2540		NO BID				
224	Pro-Splints Adult kit	90	$ 115.00	$ 10,350.00	No	Prosplint extremity kit: small leg, large leg, small arm,large arm,wrist forearm,combo splint and case	MEDSPEC / BTM #526-113996	$ 166.68	$ 15,001.20	No	Prosplint extremity kit: small leg, large leg, small arm,large arm,wrist forearm,combo splint and case		NO BID				
225	Pro-Splints Pediatric kit without E collar (kit)	67	$ 15.89	$ 1,064.63	No	113900	MEDSPEC / BTM #5800-504	$ 60.38	$ 4,045.46	No	113900		NO BID				
226	Kendrick Extraction Device	36	$ 106.32	$ 3,827.52	No	Model # 125	FERNO WASHINGTON / BTM #660030	$ 128.77	$ 4,635.72	No	Model # 125		$ 111.20	$ 4,003.20	no		
227	Traction Splint Adult, Aluminum	35	$ 346.34	$ 12,121.90	No	Hare or Ferno Tra	GALLS INC. / BTM #SI008A	$ 396.52	$ 13,878.20	No	Hare or Ferno Traction Splints only		$ 342.40	$ 11,984.00	no		
228	Traction Splint Pediatric, Aluminum	27	$ 325.90	$ 8,799.30	No	Hare or Ferno Tra	GALLS INC. / BTM #SI008P	$ 396.52	$ 10,706.04	No	Hare or Ferno Traction Splints only		$ 342.40	$ 9,244.80	no		
229	Scoop Stretcher	4	$ 385.00	$ 1,540.00	yes	65P	MEDSOURCE INTERNATIONAL / BTM #3245-12419	$ 396.80	$ 1,587.20	yes	65P	MedSource MS-SCP123	$ 800.00	$ 3,200.00	yes	65P	
	LOT 8 TOTAL			**$ 223,893.30**					**$ 268,087.92**					**$ 28,432.00**			
Lot 9	**ITEM- Bags**	**Qty.**	**UNIT PRICE (based on UOM)**	**TOTAL**	**EXCEPTIONS**	**DESIRED PRODUCT NUMBER**	**MFR & PRODUCT**	**UNIT PRICE (based on UOM)**	**TOTAL**	**EXCEPTIONS**	**DESIRED PRODUCT NUMBER**	**MFR & PRODUCT**	**UNIT PRICE (based on UOM)**	**TOTAL**	**EXCEPTIONS**	**DESIRED PRODUCT NUMBER**	**MFR & PRODUCT**

			BOUND TREE					CONCORDANCE HEALTHCARE					FERNO				
	ITEM - IV Supplies	Est. Annual Qty.	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT
230	Fanny Pack - Black	120	$ 30.29	$ 3,634.80	Yes	Screen printed with Brevard County Fire Rescue	CURAPLEX BY BOUND TREE / BTM #G366729	NO BID					NO BID				
231	Fanny Pack - Blue	12	$ 30.29	$ 363.48	Yes	Screen printed with Brevard County Fire Rescue or Ocean Rescue	CURAPLEX BY BOUND TREE / BTM #G366738	NO BID					NO BID				
232	Fanny Pack-Red	24	$ 28.75	$ 690.00	Yes	Screen printed with Brevard County Fire Rescue	SAFETY INTERNATIONAL / BTM #G366730	NO BID					NO BID				
233	Bag. Blue Trauma (21.5x13.5x10)	30	$ 145.39	$ 4,361.70	Yes	3 outside pockets, moveable inside dividers	PROPAK MANUFACTURING / BTM #68200RY	NO BID					NO BID				
234	Intubation kit bag, Padded, zipper brief case style	35	$ 18.95	$ 663.25	No	MS-B3351	MEDSOURCE INTERNATIONAL / BTM #533-MS-B3351	NO BID					NO BID				
235	Bag Orange 02, Cordura 27" L	54	$ 98.00	$ 5,292.00	No	3 pockets, 27"l x 1	CURAPLEX BY BOUND TREE / BTM #2522-14115	NO BID					NO BID				
236	Pelican Box - ALS lid insert	15	$ 107.50	$ 1,612.50	No	G36631	CURAPLEX BY BOUND TREE / BTM #G36631	NO BID					NO BID				
237	StiffNeck Collar Bag (25x9.5x5)	150	$ 25.69	$ 3,853.50	Yes	980700	CURAPLEX BY BOUND TREE / BTM #260207	NO BID					NO BID				
238	Case, Pelican 1550EMS, Orange with EMS organizer/dividersID: 18.4"L x 14"W x7.6"D	23	$ 255.35	$ 5,873.05	No	1550	PELICAN PRODUCTS, INC. / BTM #689-1550EMS	NO BID					NO BID				
239	Ultra Intubation Mini Bag-for handtevy boxes only 20.63" x 16.87" x 8.12" (LxWxH)	20	$ 34.92	$ 698.40	yes	For Handtevy box	FERNO WASHINGTON / BTM #685130RB	NO BID					$ 35.20	$ 704.00	YES	For Handtevy boxes only	
240	Handtevy box	10	$ 205.00	$ 2,050.00	No		PELICAN PRODUCTS, INC. / BTM #6815541	NO BID					NO BID				
	LOT 9 TOTAL			**$ 29,092.68**				**NO BID**	**NO BID**					**$ 704.00**			
Lot 10	**Diabetic Supplies**	**Qty.**	**UNIT PRICE (based on UOM)**	**TOTAL**	**EXCEPTIONS**	**DESIRED PRODUCT NUMBER**	**MFR & PRODUCT**	**UNIT PRICE (based on UOM)**	**TOTAL**	**EXCEPTIONS**	**DESIRED PRODUCT NUMBER**	**MFR & PRODUCT**	**UNIT PRICE (based on UOM)**	**TOTAL**	**EXCEPTIONS**	**DESIRED PRODUCT NUMBER**	**MFR & PRODUCT**
241	Lancets, Lifescan Unistik 2 (will not accept Saf-T-lance)	415	$ 15.99	$ 6,635.85	Yes	# AT0712 - 21 ga, 3.0mm (must provide sample)	OWEN MUMFORD INC / BTM #675-AT0712	$ 16.17	$ 6,710.55	Yes	# AT0712 - 21 ga, 3.0mm (must provide sample)		NO BID				
242	Assure blood glucose test strips	100	$ 192.00	$ 19,200.00	No	NDC#08317-530	Arkray / BTM #2763-53050	$ 239.76	$ 23,976.00	No	NDC#08317-5300-50		NO BID				
243	Assure Prism control solution 1 bottle of ea/bx	12	$ 9.95	$ 119.40	No		Arkray / BTM #2762-53060	$ 9.41	$ 112.92	No			NO BID				
244	Assure Prism Glucometer	69	$ -	$ -	No		Arkray / BTM #2530-26015 Included at no charge if awarded strips	$ -	$ -	No		Included at no charge if awarded strips	NO BID				
245	Assure Prism Glucometer Case	18	$ -	$ -	No		Arkray / BTM #2530-26015 Included at no charge if awarded strips	$ -	$ -	No		Included at no charge if awarded strips	NO BID				
	LOT 10 TOTAL			**$ 25,955.25**					**$ 30,799.47**				**NO BID**				

			BOUND TREE					CONCORDANCE HEALTHCARE					FERNO				
	ITEM - IV Supplies	Est. Annual Qty.	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT
Lot 11	Specialty Items & other COOP Agency Requirements	Qty.	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT
246	Select III IV Set Needless Set	590	$ 218.40	$ 128,856.00	No	B30-102	BIOMEDIX, INC. / BTM #352230	$ 257.00	$ 151,630.00	No	B30-102		NO BID				
247	Multi Lumen cath 20/22ga	5	$ 312.50	$ 1,562.50	Yes	IV-01100	OTHER MANUFACTURER / BTM #IV-01100	$ 309.52	$ 1,547.60	Yes	IV-01100		NO BID				
248	Multi Lumen cath 18/20ga	4	$ 312.50	$ 1,250.00	Yes	IV-01150	OTHER MANUFACTURER / BTM #IV-01150	$ 309.52	$ 1,238.08	Yes	IV-01150		NO BID				
249	O2MAX BiTrac ED mask w/nebulizer, adult med CPAP	150	$ 420.00	$ 63,000.00	No	313-7556XN	PULMODYNE / BTM #313-7556XNEA	NO BID		No	313-7556XN		NO BID				
250	Pedi-Immobilizer	60	$ 74.23	$ 4,453.80	No	EBB-PI-1750 UP	CURAPLEX BY BOUND TREE / BTM #36111	NO BID		No	EBB-PI-1750 UP		NO BID				
251	Thermoscan Pro 6000 Thermometer	20	$ 230.26	$ 4,605.20	No	Type 6021	WELCH ALLYN, INC.. / BTM #2731-14602	$ 214.94	$ 4,298.80	No	Type 6021		NO BID				
252	Thermoscan Probe Cover	155	$ 13.93	$ 2,159.15	No	PC200	WELCH ALLYN, INC.. / BTM #2733-14605	$ 13.24	$ 2,052.20	No	PC200		NO BID				
253	King Airway Supraglottic LTSD Size 3 Yellow	53	$ 154.25	$ 8,175.25	No	KLTSD413	AMBU / BTM #2114-44433	$ 186.05	$ 9,860.65	No	KLTSD413		NO BID				
254	King Airway Supraglottic LTSD Size 4 Red	93	$ 154.25	$ 14,345.25	No	KLTSD414	AMBU / BTM #2114-44434	$ 186.05	$ 17,302.65	No	KLTSD414		NO BID				
255	King Airway Supraglottic LTSD Size 5 Purple	70	$ 154.25	$ 10,797.50	No	KLTSD415	AMBU / BTM #2114-44435	$ 186.05	$ 13,023.50	No	KLTSD415		NO BID				
256	King Airway Supraglottic LT-D Size 2.5 Orange	34	$ 158.25	$ 5,380.50	No	KLTD2125	AMBU / BTM #2114-44325	$ 197.60	$ 6,718.40	No	KLTD2125		NO BID				
257	King Airway Supraglottic LT-D Size 2 Green	33	$ 158.25	$ 5,222.25	No	KLTD2125	AMBU / BTM #2114-44432	$ 197.60	$ 6,520.80	No	KLTD2125		NO BID				
258	SSCOR III Suction Unit	35	$ 494.45	$ 17,305.75	No	74000	SSCOR, INC. / BTM #596400	NO BID		No	74000		NO BID				
259	Sscor III suction battery	11	$ 39.48	$ 434.28	No	for SSCOR III suc	SSCOR, INC. / BTM #480635	NO BID		No	for SSCOR III suction unit		NO BID				
260	120V AC Fixed Volt charger for SSCOR Suction Unit	16	$ 64.75	$ 1,036.00	No	for SSCOR III suc	SSCOR, INC. / BTM #598053	NO BID		No	for SSCOR III suction unit		NO BID				
261	Bag Trauma Jr - Blue	12	$ 40.75	$ 489.00	Yes	3 pockets, 19"Lx9	CURAPLEX BY BOUND TREE / BTM #11206	NO BID		Yes	3 pockets, 19"Lx9"Wx7"H		NO BID				
262	Bag Pediatric/Broselow w/ pouches Red	30	$ 152.00	$ 4,560.00	No	ECC-1642-RD	PROPAK MANUFACTURING / BTM #AF100RED	NO BID		No	ECC-1642-RD		NO BID				
263	Universal Safety glasses-OSHA bloodborne compliant	8	$ 54.00	$ 432.00	Yes	#15165 (must fit c	CALOLYMPIC SAFETY / BTM #20269	$ 53.00	$ 424.00	Yes	#15165 (must fit over rx eye glasses)	Dynarex 2200	NO BID				
264	Pre-made Adult cric kit	125	$ 14.54	$ 1,817.50	No	Must contain - iodine swab,scalpel, #6 ET tube, 10mL syringe, unsterile 4x4, roll of 1" tape	CURAPLEX BY BOUND TREE / BTM #13301	NO BID		No	Must contain - iodine swab,scalpel, #6 ET tube, 10mL syringe, unsterile 4x4, roll of 1" tape		NO BID				
265	Pre-made Pediatric cric kit	90	$ 31.49	$ 2,834.10	No	Must contain - iodine swab,14 ga 1.25" safety cath, 6mL syringe, 15mm tube adapter (#3 ET tube), roll of 1" tape	CURAPLEX BY BOUND TREE / BTM #13302	NO BID		No	Must contain - iodine swab,14 ga 1.25" safety cath, 6mL syringe, 15mm tube adapter (#3 ET tube), roll of 1" tape		NO BID				
266	Amidate, 40mg, 20ml LifeShield Prefilled Syringe	40	$ 34.96	$ 1,398.40		#376024	PFIZER INC. (HOSPIRA) / BTM #376029	NO BID			#376024		NO BID				
267	Amidate, 40mg, 20ml vial	40	$ 8.10	$ 324.00		#669502	PFIZER INC. (HOSPIRA) / BTM #6695-02	NO BID			#669502		NO BID				
268	Tetracaine .05, 15ml bottle	40	$ 8.49	$ 339.60			CARDINAL HEALTH-PHARMA / BTM #372121	NO BID					NO BID				
269	Optimum EZ Strips	20	$ 21.58	$ 431.60			ABBOTT / BTM #2763-10410	NO BID					NO BID				
270	King Vision Channeled Blade	30	$ 28.15	$ 844.50			AMBU / BTM #2144-KV033	$ 34.82	$ 1,044.60				NO BID				
271	King Vision Standard Blade	30	$ 28.15	$ 844.50			AMBU / BTM #2144-KV031	$ 41.80	$ 1,254.00				NO BID				
272	Combat Application Tourniquet (CAT), One-handed Tourniquet	16	$ 22.16	$ 354.56			NORTH AMERICAN RESCUE PRODUCTS / BTM #1880-13022	$ 22.14	$ 354.24				NO BID				
273	Coban 3"	20	$ 0.98	$ 19.60			3M HEALTH CARE / BTM #F925606	$ 0.89	$ 17.80			Dynarex 3173	NO BID				
274	Comp Gauze	20	$ 1.86	$ 37.20			NORTH AMERICAN RESCUE PRODUCTS / BTM #1121-30052	$ 6.75	$ 135.00				NO BID				
275	Israeli Compression Emergency Bandage, 4inch	16	$ 6.04	$ 96.64			PerSys Medical / BTM #J2702	$ 3.05	$ 48.80			Dynarex 3683	NO BID				

			BOUND TREE					CONCORDANCE HEALTHCARE					FERNO				
	ITEM - IV Supplies	Est. Annual Qty.	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT
276	Sam Splint	120	$ 5.00	$ 600.00			MEDSOURCE INTERNATIONAL / BTM #533-MS-SPLINT	$ 2.99	$ 358.80			Dynarex 3528	NO BID				
277	SWAT Gloves Defender, 12" Size S-2XL	16	$ 8.42	$ 134.72			DIGITCARE CORPORATION / BTM #296002	$ 8.05	$ 128.80				NO BID				
278	CPAP Mask Small	8	$ 19.00	$ 152.00			PULMODYNE / BTM #313-7028EA	NO BID					NO BID				
279	CPAP Mask Large	8	$ 19.00	$ 152.00			PULMODYNE / BTM #313-7030EA	NO BID					NO BID				
280	Laryngoscope Handle Fiber Optic	16	$ 45.29	$ 724.64			CURAPLEX BY BOUND TREE / BTM #792-5-0236-09	$ 29.35	$ 469.60			Sunmed 5-0236-09	NO BID				
281	Laryngoscope Handle Fiber Optic	16	$ 79.04	$ 1,264.64			TELEFLEX MEDICAL / BTM #024111	$ 29.35	$ 469.60			Sunmed 5-0236-10	NO BID				
282	Laryngoscope Fiber Optic Blade 1 Disposable Miller	16	$ 3.54	$ 56.64			CURAPLEX BY BOUND TREE / BTM #301-B3110EA	$ 3.18	$ 50.88			Sunmed 5-5333-01	NO BID				
283	Laryngoscope Fiber Optic Blade 2 Disposable Miller	16	$ 3.54	$ 56.64			CURAPLEX BY BOUND TREE / BTM #301-B3120EA	$ 3.18	$ 50.88			Sunmed 5-5333-02	NO BID				
284	Laryngoscope Fiber Optic Blade 3 Disposable Mac	50	$ 3.54	$ 177.00			CURAPLEX BY BOUND TREE / BTM #301-B3130EA	$ 3.18	$ 159.00			Sunmed 5-5332-03	NO BID				
285	Laryngoscope Fiber Optic Blade 4 Disposable Mac	50	$ 3.54	$ 177.00			CURAPLEX BY BOUND TREE / BTM #301-B3140EA	$ 3.18	$ 159.00			Sunmed 5-5332-04	NO BID				
286	Ambu medium electrodes, 25pk	750	$ 9.92	$ 7,440.00		Blue sensor R R-00-S/25	AMBU / BTM #230026	$ 372.00	$ 279,000.00		Blue sensor R R-00-S/25		NO BID				
287	Nellcor 4ft extension cable	12	$ 43.65	$ 523.80			COVIDIEN / BTM #D5224	$ 41.60	$ 499.20				NO BID				
288	Nellcor Reusable finger sensor	12	$ 8.60	$ 103.20		11240-000016	PHYSIO-CONTROL, INC. / BTM #238053	$ 42.00	$ 504.00		11240-000016	Mediaid CST060-3120	NO BID				
289	Nellcor Adult Disposable finger sensor	60	$ 8.80	$ 528.00			CONMED CORPORATION / BTM #218-3311-FEA	$ 6.30	$ 378.00			Mediaid CST020-2121	NO BID				
290	Nellcor Pedi Disposable finger sensor	40	$ 8.80	$ 352.00			CONMED CORPORATION / BTM #218-3312-FEA	$ 6.30	$ 252.00			Mediaid CST020-2122	NO BID				
291	Masimo SET LNCS-4 Patient Cable, 4 foot	6	$ 151.20	$ 907.20			MASIMO / BTM #661433	$ 152.70	$ 916.20				NO BID				
292	Masimo SET LNCS Sensor, Reusable, Adult,	6	$ 291.00	$ 1,746.00			PHYSIO-CONTROL, INC. / BTM #2712-05271	$ 108.61	$ 651.66				NO BID				
293	Masimo SET LNCS Disposable Sensors Adult	30	$ 12.40	$ 372.00			MASIMO / BTM #2712-04126	$ 11.61	$ 348.30				NO BID				
294	Masimo SET LNCS Disposable Sensors Pedi	20	$ 14.30	$ 286.00			PHYSIO-CONTROL, INC. / BTM #2712-02020	$ 11.96	$ 239.20				NO BID				
295	Auto Pulse Life Band	60	$ 148.85	$ 8,931.00			ZOLL MEDICAL CORP. / BTM #2443-10112	NO BID					NO BID				
296	Auto Pulse Battery	2	$ 490.00	$ 980.00			CARDIO PARTNERS, INC. / BTM #0970-0305U	NO BID					NO BID				
297	Adenosine 12 mg, 4 ml Luer Lock	1	$ 27.95	$ 27.95			SAGENT PHARMACEUTICALS, INC. / BTM #0301-68	NO BID					NO BID				
298	Atropine 1mg/10ml Prefilled Syringe	1140	$ 11.08	$ 12,631.20		NDC# 0548-2039-00	IMS LIMITED / BTM #371006	NO BID			NDC# 0548-2039-00		NO BID				
299	Calcium 1gm, 10ml Luer Jet Prefilled Syringe	30	$ 10.99	$ 329.70			IMS LIMITED / BTM #373304	NO BID					NO BID				
300	Nitro Spray 400mcg Spray, 8.5gm Bottle, 230 Metered Doses	16	$ 179.94	$ 2,879.04			MIST PHARMACEUTICALS, LLC / BTM #1911-43008	NO BID					NO BID				
301	Action Wipes, single packs	100	NO BID		No		No Bid	NO BID		No			NO BID				
302	Head Immobilizer, Adult, incl Head and Chin Straps	210	$ 65.40	$ 13,734.00	No	3141-91010	CURAPLEX BY BOUND TREE / BTM #3141-91010	NO BID		No	3141-91010		NO BID				
	LOT 11 TOTAL			**$ 324,939.00**					**$ 502,106.24**				**NO BID**				
				$ 1,913,391.27					**$ 1,640,676.07**					**$ 29,136.00**			

			BOUND TREE					CONCORDANCE HEALTHCARE					FERNO				
	ITEM - IV Supplies	Est. Annual Qty.	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT	UNIT PRICE (based on UOM)	TOTAL	EXCEPTIONS	DESIRED PRODUCT NUMBER	MFR & PRODUCT
LOT #	INTENDED AWARDEE																
1	Bound Tree																
2	Bound Tree																
3	Bound Tree																
4	Bound Tree																
5	Bound Tree																
6	Bound Tree																
7	Bound Tree																
8	Bound Tree																
9	Bound Tree																
10	Bound Tree																
11	Bound Tree																

***NOTE - The intended award is going to be made to lowest overall bidder on all 11 Lots combined.**

Bid tabulations with award recommendations are posted to VendorLink at www.myvendorlink.com or DemandStar at www.demandstar.com. Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

SUBMIT SEALED BID TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940	Brevard COUNTY Purchasing Services	# INVITATION TO BID ## Bid Acknowledgment
PROCUREMENT ANALYST: (321) 617-7390 KIMBERLEY COVINGTON Ext. 56065 Kimberley.Covington@brevardfl.gov	AN EQUAL OPPORTUNITY EMPLOYER	FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the DemandStar® website <www.demandstar.com>.

MAILING DATE:	**BID TITLE**: **EMS MEDICAL SUPPLIES (COOPERATIVE BID)**	**BID NUMBER:**	**BID OPENING DATE AND TIME**:
September 6, 2018		**B2-18-65**	**September 28, 2018 @ 3:30pm**

PRE-BID DATE, TIME, AND LOCATION:		**BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED**
Not Applicable	☐ **Mandatory** ☐ **Non-Mandatory**	

▼VENDOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF BIDDER AND BUSINESS ADDRESS:	**FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):**
TELEPHONE NUMBER/TOLL-FREE NUMBER: ( )	If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the County of Brevard, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

The bidder acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

_____
NAME (*PRINTED*)

_____ _____
TITLE DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this _____ day of _____ 20___.

Personally known: ☐

Or produced identification: ☐ Type of ID:_____

_____ _____
SIGNATURE OF NOTARY PUBLIC STATE

_____
NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires:_____

(AFFIX SEAL or STAMP)

BOND DATA

VENDOR MUST PROVIDE:			**AMOUNT:**
Yes ☐	No ☒	BID BOND	_____
Yes ☐	No ☒	PERFORMANCE BOND	_____
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	_____

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	**FINANCIAL CLASS**	**BOND AMOUNT UP TO:**	**FINANCIAL CLASS**
$ 1,000,000	**I**	**$ 25,000,000**	**V**
$ 2,000,000	**II**	**$ 50,000,000**	**VI**
$ 5,000,000	**III**	**$ 100,000,000**	**VII**
$ 10,000,000	**IV**		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM.

Rev: 07/31/2018

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. **DEFINITIONS:**

   a. COUNTY - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.

   b. BIDDER - The term "BIDDER" used herein refers to the dealer/ manufacturer/business organization submitting a bid to the County in response to this invitation.

   c. VENDOR - The term "VENDOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.

   d. USING AGENCY - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

   e. HEAVY DUTY - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

   f. QUALIFIED BIDDER - The best bidder who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the bidder or its subcontractors' past performance for the Board, an any other information required by Board policies.

   g. RESPONSIVE BIDDER - A bidder who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.

   h. DUE CAUSE – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the bidder. Any bids received in Purchasing after the specified date and time will not be accepted.

3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1)(b)2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

5. **BID TABULATIONS:** Bid tabulations are posted to the the DemandStar website at: www.demandstar.com.

6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any bidder. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the bid. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any bidder to receive any such addendum or interpretation shall not relieve said bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful bidder received a copy of such addendum, it being understood that all bidders are responsible to verify that they have received any such addenda prior to submitting their bid.

8. **EEO STATEMENT:** Vendors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

9. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.

10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.

12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.

13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The bidder represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The bidder shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.

14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed

in the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the bidder proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the bidder. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the bidder shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.

16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.

17. **INDEMNIFICATION:** The successful bidder agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the vendor, any subcontractor or any of their employees, or arises from a job-related injury. The successful bidder acknowledges adequate consideration for this indemnification provision.

18. **PATENTS AND ROYALTIES:** The bidder, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost 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 County of Brevard. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.

20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violations of these stipulations may also result in the vendor name being removed from the bid list and the vendor disqualified from doing business with the County.

21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having compiled with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. **WARRANTY:** The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all bids or waive any minor irregularly or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., vendor misrepresentation, vendor negligence, non-performance, etc. via written notice.

24. **Unless otherwise noted in the bid document, vendors shall submit *one bid only*.**

25. **CONFLICT OF INTEREST**: The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.

26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded vendor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the vendor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded vendor(s).

27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.

28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

29. **PUBLIC ENTITY CRIMES:** All bidders are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently $35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the County may immediately terminate any Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

    If the Agreement is for more than one million dollars, the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

    Pursuant to Section 287.135, F.S., the County may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

    The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

    As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful vendor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

    The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful vendor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the bidder's total offer will be adjusted accordingly.

34. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the vendor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.

35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any vendor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Brevard County.

36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the vendor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.

37. **SUBCONTRACTORS:** The vendor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.

38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from vendors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.

39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The vendor expressly waives venue in any other location.

40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.

41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the bidder and the County, the bidder agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the bidder agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.

42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the vendor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours

prior the public meeting/hearing in order to provide the requested service.

44. **BIDDER RESPONSIBILITIES:** Bidders, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the bidder and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the bidder shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.

45. **SUPERVISION OF CONTRACT PERFORMANCE:** The bidder's performance of the contract will be notified by the contract manager. The bidder shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the bidder, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the bidder of the obligation to perform the work at the time and in the manner specified by the contract. If the bidder does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed, the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the bidder. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the bidder and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.

47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.

48. **MONITORING OF WORK:** The bidder shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The bidder shall designate, in writing, a person to serve as liaison between the bidder and the County.

49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office, and shall be retained by the contractor for a period of five (5) years after termination of this Agreement—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.

51. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not accept bids from vendors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded bid.

52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the bidder's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

    Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will able to comply with the requirements of Chapter 119 , Fla. Stat.

    Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

    All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.

~~53. **LOCAL PREFERENCE:** The Board of County Commissioners of Brevard County, Florida amended the Resolution for a local business preference policy. Businesses located within Brevard County will be given preference through the current procedures established by the resolution as amended. Businesses with an established and permanent physical location within Brevard County having a responsive and responsible bid within 5% of the lowest responsive and responsible non-local bid shall be given an opportunity to match the low bid. It is understood that the preference applied with the bid is for the Brevard County Board of County Commissioners only, and is valid only for the bid specified. The bidder also understands that failure to maintain the requirements of the Local Vendor Eligibility through completion of the~~

~~awarded bid or contract may be grounds for immediate termination and may be used for consideration in future awards. Local Preference Resolution is available for review on the Purchasing Services website.~~

54. **REFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.

55. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.

56. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of vendor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more vendors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

    a. For tie bids, quotations or proposals, priority shall be given to the vendor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;

    b. Should a tie still exist, in the case of proposals only, priority shall be given until the tie is broken, to the vendor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;

    ~~c. Should a tie still exist for bids, quotations or proposals, priority shall be given to the vendor having a verified business establishment within the boundaries of Brevard County, Florida;~~

    d. In the event that a tie still exists after progressing through a–c, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected bidders if they elect to be present.

57. **VENDOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

    a. **POSTING OF AWARD NOTICES**

    FORMAL SEALED BIDS/QUOTES: No later than three (3) business days after a bid opening the Purchasing Manager, or his/her designee, shall post a tabulation of competitive sealed bids/quotes to the DemandStar website. The apparent, responsive low bid/quote will be the intended award recommendation. If after posting the tabulation, the apparent low bid/quote is found to be non-responsive to the specifications, the formal award evaluation will be posted. The time for filing a protest will begin the date of the later posting.

    FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized, the Purchasing Manager or his/her designee shall post the selection committee's rankings and recommended award for bids.

    b. **PROCEEDINGS**

    Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

    The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

    Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

    In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

    c. **STAY OF PROCUREMENTS DURING PROTESTS**

    Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

EMS MEDICAL SUPPLIES (Cooperative Bid)
B2-18-65
BIDDER'S CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will <u>not</u> be considered.

- ☐ Signed/Notarized Bid Invitation one (1) original (hard copy)
- ☐ Signed/Notarized Bid submittal on CD or USB flash drive (saved as PDF File)
- ☐ Completed, Signed, Printed Price Sheet, to include Insurance Indemnification Acknowledgement
- ☐ Price Sheet completed in Excel AND submitted on CD or USB flash drive
- ☐ Copy of Controlled Substance Registration Certificate (if applicable)
- ☐ Authorized Distributor Letter
- ☐ W-9 Form – Latest Edition

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding vendor, and returned as part of the bid response.

EMS MEDICAL SUPPLIES (Cooperative Bid)
B2-18-65
SPECIAL CONDITIONS

1. PURPOSE

Brevard County is soliciting bids for the annual purchase of medical supplies on a continuing basis to be purchased on an as needed basis by the following Brevard County Public Entity Cooperative participants:

- Brevard County Board of County Commissioners
- City of Palm Bay

Other County Public Entity Cooperative participants not listed may utilize the contract resulting from this bid award during the contract period.

2. CONTRACT PERIOD

The terms of this agreement shall be effective 12/15/2018 through 12/14/2021 (or for three (3) years from the date of award). The agreement may be extended by mutual agreement, for an additional two (2) one (1) year renewal periods, with the option to negotiate pricing, terms and conditions, at renewal intervals. Brevard County will notify the Contractor in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew the agreement. **All prices proposed shall be firm for a term of three (3) years after the date of award**.

3. DELIVERY

All pricing for delivery and unloading shall be based on inside delivery, F.O.B. Destination, Freight Prepaid and Allowed, including all packing, shipping, handling, and fuel surcharges to the following locations:

- Fire Rescue Logistics Office located at 300 Ansin Rd., Rockledge, FL 32955
- Palm Bay Fire Rescue Logistics located at 899 Carlyle Ave. SE, Palm Bay, FL 32909

4. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this bid, contact Kimberley Covington, Purchasing Services at 321-617-7390 or by email at kimberley.covington@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted to the DemandStar website at http://www.demandstar.com. The County will not notify bidders of addenda. It is the sole responsibility of the bidder to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Bidders shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any bidder orally, nor may bidder rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Kimberley Covington at kimberley.covington@brevardfl.gov. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the bids.

5. RECEIVING OF BIDS

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than September 28, 2018 at 3:30 p.m.** Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office**.

Bids shall be submitted in one (1) original clearly marked. Paper documents must be provided, but shall be accompanied by an equivalent electronic PDF file. Provide one (1) original and one (1) electronic compact discs (CD) or flash drive. The **Price sheet should be completed electronically on the Excel spreadsheet included in this bid solicitation. Electronically completed spreadsheet should be saved on CD and included with bid submittal. Bidders must also print out a hard copy of the completed Price Sheet, sign where indicated, and submit with bid. DO NOT MODIFY OR RE-ISSUE THE PRICE SHEET. USE THE PRICE SHEET FORM PROVIDED.**

Note* Please ensure that if you use a third party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third *(3rd) floor* at the above address. **Vendors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Vendor's risk.** To be considered**, a bid must be accepted in Purchasing Services no later than the ITB closing date and time**. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

6. BID SUBMITTAL PACKAGE REQUIREMENTS

Vendor shall list the following details on the outside of their bid submittal package:

- Company Name and Address
- Bid Number and Bid Title

7. PRE-BID WALK-THROUGH

N/A

EMS MEDICAL SUPPLIES (Cooperative Bid)
B2-18-65
SCOPE OF SERVICES

1. The quantities provided in the price sheet are estimates for a one (1) year period and are provided for aid in bid preparation only. They are not intended to represent the actual quantities that will be purchased. The actual quantity may be more or less than estimated. Medical supplies will be ordered in varying quantities by Brevard County Fire Rescue and other Brevard County Public Entity Cooperative participants with no minimum restriction. Bid prices shall include delivery to the user agency. Delivery must be made by company vehicle a minimum of once per week.

2. Unless otherwise noted, brands and part numbers listed are the desired product. Exceptions may be considered if noted "Yes" on the Price Sheet. Literature must be provided with your bid for all substitute items to include manufacturer, part number, and detailed specification of the product. Failure to provide this literature for any substitute items may result in rejection of your bid. Brevard County reserves the right to request a sample of the substitute product(s) to aid in determining whether the substitute is acceptable. Acceptance of substitute items will be determined by Brevard County.

3. All proprietary items listed require a letter from the manufacturer stating that the bidder is an authorized distributer and can provide specific item(s) i.e*., "Lot 1: Safety Angio Catheter"* must provide proof/documentation from Braun-Introcan*.*

4. The medical supplies on the attached price sheet have been divided into eleven (11) lots*. It is the intent of Brevard County to award this agreement solely to one (1) vendor, or by lot, depending on which is determined to be the most cost effective to the County. **Bidder must bid on all items in a section in order to be considered for award of that lot**. **Please note that Lot 11 contains specialty items and will be assessed individually*.

5. **Bidders must submit bid prices per the unit of measure, specified size, and quantity requested on the Price Sheet. Failure to submit prices in accordance with the UOM's specified will result in your bid being declared non-responsive.** The NDC number is provided as a guide determination. *Example, if BVM has UOM of 10/bx and vendor's box quantity is 12, please calculate the pricing for 10.* Bidder shall provide an electronic CD or USB Flash Drive of completed price sheet in excel format with the bid submittal. Failure to provide may result in bid being deemed non-responsive.

6. Bidder UOM: Bidder shall indicate on price sheet column "Bidder UOM/Order Packaged" the actual unit packaging i.e: 12/box, 5/case, etc. for each item's order/shipping quantity.

7. GLOVES: BCFR will NOT accept gloves that are thin and tear, and that could be a hazard to personnel. Bid item must meet and/or exceed the gloves specified.

8. Bidder(s) shall provide a representative to personally call upon the user agency, at least once per week, to resolve shipping and invoice difficulties, product recalls, and provides technical assistance.

   Please provide name, address and telephone number of representative.
   Company Representative Name _____
   Address _____
   Telephone # _____ Fax #_____

9. Contractor must be capable of supplying bid items within 72 hours of the order. Contractor must be able to deliver within 24-hour notice, a sizeable amount of supplies in the event of a hurricane or other natural disaster approaching. The County has the right to place emergency purchases from other suppliers when delivery cannot be made in a reasonable time frame as dictated by the County.

10. Should the contractor fail to meet the timely delivery requirements as outlined, the County may seek to procure item(s) from alternate sources. Should stockage and/or short orders become a routine problem; the contract will be terminated by Brevard County.

    Nearest warehouse address: _____

    _____

    _____

11. Controlled Substance Certificate: Awarded Contractor must provide copy of DEA and/or State of Florida DOH controlled substances registration certificate for possession, purchase, and distribution.

12. The awarded contractor(s) must provide the required form(s) to process returns of outdated items consistent with the manufacturer's return policies. Credit for returned goods will be itemized on invoice.

13. The awarded contractor(s) are required to furnish Brevard County Fire Rescue and using Brevard County Public Entity Cooperative participants a detailed summary of sales at the end of each calendar quarter. The sales summary shall include the vendors name, the total volume sold for each item, item description and total dollar amount for all purchases during the reporting period and credits received for returned merchandise.

14. **Ordering:** The Vendor must have the capability of accepting orders via electronic media using an online ordering system that incorporates the participating agencies Purchase Ordering process. The Vendor's online ordering system must allow chosen agency personnel to manage user-defined parameters, as well as monitor the discounted pricing that results from this ITB. Access to the Vendor's online catalog will be by a unique logon identification and password (user identification should be a county/city sanctioned staff email address).

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

INDEMNIFICATION AND INSURANCE REQUIREMENTS

EMS MEDICAL SUPPLIES (Cooperative Bid)

B2-18-65

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Vendor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the contract involves services related to construction projects, the vendor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The awarded vendor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

EMS MEDICAL SUPPLIES (Cooperative Bid)
B2-18-65
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Business Name	Bid Number and Name
Authorized Representative's Signature	Date
Name	Position

EMS MEDICAL SUPPLIES (Cooperative Bid)
B2-18-65
STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg. C, Suite 303
Viera, FL 32940

We the undersigned have declined to bid on your Bid No. B2-18-65 for the following reason(s):

____ Specifications too "restrictive," i.e., geared toward one brand or manufacturer only (*please specify below*)

____ Insufficient time to respond to the Invitation to Bid

____ We do not offer this commodity/service or equivalent

____ Our product schedule would not permit us to perform

____ Specifications unclear (*please specify below*)

____ Unable to meet bond or insurance requirements

____ Remove our company from vendor database for this commodity/service

____ Other (*please specify below*)

Remarks: _____

_____

_____

PLEASE PRINT

COMPANY NAME_____

COMPANY ADDRESS_____

TELEPHONE NUMBER_____

PRINTED SIGNATURE_____

AUTHORIZED SIGNATURE_____

NOTE: Failure to submit either a Bid or a Statement of No Bid may be cause for removal from the Brevard County Purchasing Services vendor database.

STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with **Bound Tree Medical, Dublin, Ohio** (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 Brevard County, Florida, said contract being identified as: Bid No. B-2-18-65 / EMS Medical Supplies (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 terms of this agreement shall be effective the latest date signed by all parties through 12/14/2021 (or for three (3) years from the date of award). The agreement may be extended by mutual agreement, for an additional two (2) one (1) year renewal periods, with the option to negotiate pricing, terms and conditions, at renewal intervals. Brevard County will notify the Contractor in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew the agreement. **All prices proposed shall be firm for a term of three (3) years after the date of award**.

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 8th day of October, 2020

Rhiannon Greene/ Senior Vice President, Pricing
(Print Name / Title)

(Signature)

10/08/2020
(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

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-688

File ID:	20-688	**Type:**	Informational Item	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	10/01/2020
Subject:				**Final Action:**	

Title: Informational Item Only

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	September 2020 Calls for Service by Incident Type.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	sbyrd@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

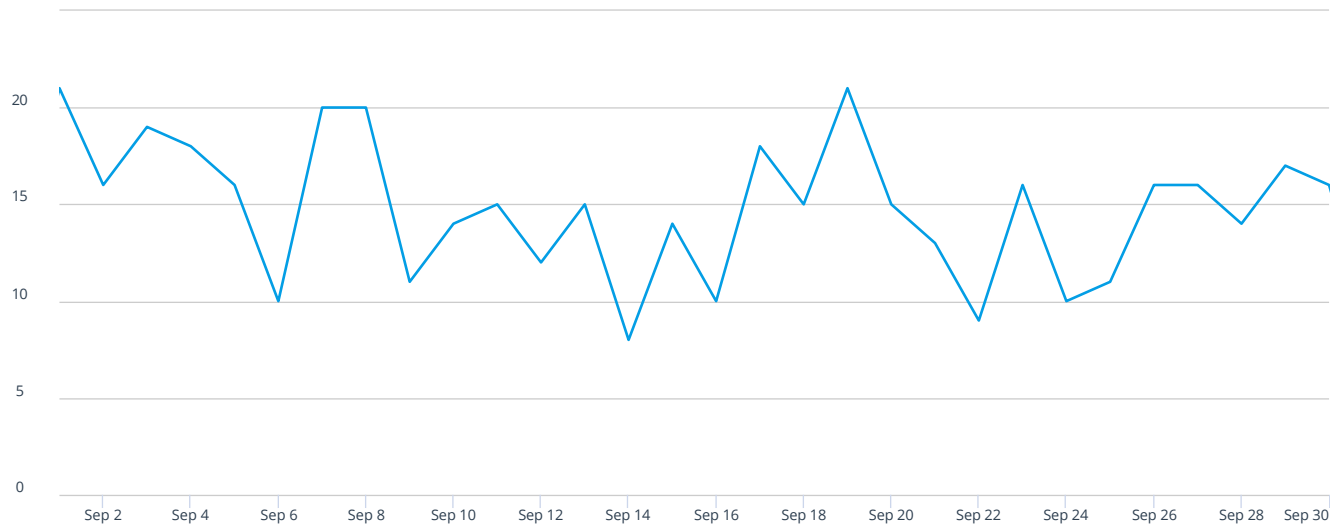
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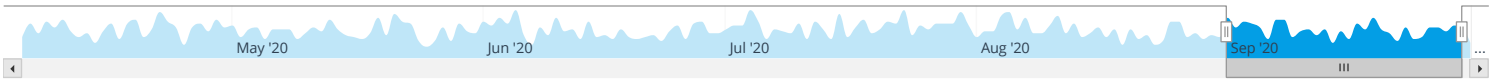
40%
FIRE
Percentage of Total Incidents

60%
EMS
Percentage of Total Incidents

446
INCIDENTS
In Selected Time Slice

30
DAYS
In Selected Time Slice





Counts | % Rows | % Columns | % All

Week Ending	9/6/20	9/13/20	9/20/20	9/27/20	10/4/20	10/11/20	10/18/20	10/25/20	11/1/20	11/8/20	11/15/20	11/22/20	11/29/20	Total
(11) Structure Fire		1												1
(12) Fire in mobile property used as a fixed structure		1												1
(13) Mobile property (vehicle) fire	1													1
(15) Outside rubbish fire		1												1
(30) Rescue, emergency medical call (EMS), other	4	9	11	4	1									29
(31) Medical assist	2	4	1	1	1									9
(32) Emergency medical service (EMS) incident	50	51	51	50	26									228
(35) Extrication, rescue		1												1
(41) Combustible/f.. spills & leaks	1	1												2
(42) Chemical release, reaction, or toxic condition			1											1
(44) Electrical wiring/equipm. problem	1	2	3		2									8
(50) Service call, other	1				1									2
(51) Person in distress			1											1
(52) Water problem		1												1

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Week Ending	9/6/20	9/13/20	9/20/20	9/27/20	10/4/20	10/11/20	10/18/20	10/25/20	11/1/20	11/8/20	11/15/20	11/22/20	11/29/20	Total
(55) Public service assistance	9	5	7	12	5									38
(60) Good intent call, other	1	1		2	1									5
(61) Dispatched and canceled en route	27	16	18	13	9									83
(62) Wrong location, no emergency found	1	2	2	5										10
(65) Steam, other gas mistaken for smoke		1												1
(70) False alarm and false call, other	1	6	4	1	1									13
(73) System or detector malfunction		2												2
(74) Unintentional system/detect... operation (no fire)	1	2	2	3										8
Total	100	107	101	91	47									446

1254

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-689

File ID:	20-689	**Type:**	Informational Item	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	10/02/2020
Subject:	September, 2020 Monthly Purchasing Approval Information			**Final Action:**	

Title: Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 09/30/2020.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	PO Monthly Report to City Council 10.01.19 thru 09.30.20.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:



Purchase Order Approvals 10-01-19 thru 09-30-20

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 31

City Manager = 20

City of Cocoa CRA Board = 0

City Council = 11

Purchase Order Approvals 10-01-19 thru 09-30-20
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
75274	10/9/2019	Alan Jay Chevrolet Oldsmobile	$ 36,196.00	10/9/2019	Matthew J. Fuhrer (Acting)
75276	10/9/2019	Trane (Maitland)	$ 46,986.00	10/9/2019	Matthew J. Fuhrer (Acting)
75279	10/9/2019	S & L Materials, Inc.	$ 35,000.00	10/9/2019	Matthew J. Fuhrer (Acting)
75373	10/11/2019	Ring Power Corporation-Palm Bay	$ 42,589.00	10/11/2019	John A. Titkanich, Jr. AICP
75430	10/18/2019	Core & Main LP	$ 45,154.90	10/15/2019	John A. Titkanich, Jr. AICP
75461	10/18/2019	Brev. Cty. Emergency Management	$ 38,012.00	10/15/2019	John A. Titkanich, Jr. AICP
75636	11/13/2019	H&H Liquid Sludge Disposal	$ 47,000.00	11/12/2019	John A. Titkanich, Jr. AICP
75640	11/13/2019	Verizon Wireless	$ 41,280.00	11/13/2019	Matthew J. Fuhrer (Acting)
75659	11/15/2019	Garganese, Weiss, D'Agresta	$ 35,000.00	11/15/2019	Matthew J. Fuhrer (Acting)
75876	12/23/2019	G4S Secure Solutions (USA) Inc.	$ 37,268.40	12/20/2019	John A. Titkanich, Jr. AICP
76119	2/20/2020	DMD Consultants Inc.	$ 49,984.00	2/19/2020	John A. Titkanich, Jr. AICP
76336	4/2/2020	Stantec Consulting Services	$ 39,666.00	3/27/2020	Matthew J. Fuhrer (Interim CM)
76452	4/27/2020	Danella Construction Corp.	$ 45,896.54	4/21/2020	Matthew J. Fuhrer (Interim CM)
76475	5/5/2020	Vortex Services, LLC	$ 49,998.00	5/5/2020	Matthew J. Fuhrer (Interim CM)
76494	5/11/2020	Cummins Sales & Service	$ 35,365.62	5/11/2020	Matthew J. Fuhrer (Interim CM)
76588	6/9/2020	Empire Computing & Consulting	$ 46,337.30	6/4/2020	Matthew J. Fuhrer (Interim CM)
76691	6/26/2020	Carollo Engineers, Inc.	$ 49,858.64	6/25/2020	Matthew J. Fuhrer (Interim CM)
76718	7/8/2020	Empire Computing & Consulting	$ 49,313.22	7/2/2020	Matthew J. Fuhrer (Interim CM)
76936	9/4/2020	Rescue Systems Unlimited LLC	$ 49,963.00	9/2/2020	Matthew J. Fuhrer (Interim CM)
76945	9/4/2020	Infrastructure Solution Services	$ 45,460.00	9/4/2020	Matthew J. Fuhrer (Interim CM)

20 **Purchase Order Approved by City Manager**

Prepared by Purchasing 10/2/2020

Purchase Order Approvals 10-01-19 thru 09-30-20
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 10/2/2020

Purchase Order Approvals 10-01-19 thru 09-30-20
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
75230	10/8/2019	Flowers Chemical Laboratories	$ 44,712.00	9/25/2018	City Council
75254	10/9/2019	Industrial Chemicals Inc.	$ 35,200.00	9/11/2019	City Council
75284	10/9/2019	Axon Enterprises, Inc.	$ 49,902.00	10/24/2017	City Council
75364	10/11/2019	FL. Dept. of Corrections	$ 43,122.75	12/12/2017	City Council
75370	10/11/2019	Brev. Cty. Bd. Of Cty. Comm.	$ 50,000.00	10/25/2016	City Council
75379	10/11/2019	United Self Insured Services	$ 50,000.00	8/22/2017	City Council
75495	10/25/2019	Glover Oil Company	$ 35,775.00	12/12/2017	City Council
75571	11/1/2019	Alan Jay Chevrolet Oldsmobile	$ 46,860.00	10/23/2019	City Council
75642	11/13/2019	Lisa Cullen Tax Collector-Titusville	$ 36,960.00	4/24/2018	City Council
75780	12/9/2019	University of Central Florida	$ 50,000.00	10/9/2019	City Council
76814	8/5/2020	Expert Security Professionals	$ 37,951.95	7/22/2020	City Council

11 Purchase Order Approved by City Council

Prepared by Purchasing 10/2/2020

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-708

File ID:	20-708	**Type:**	Informational Item	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	10/12/2020
Subject:				**Final Action:**	

Title: In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Budget By Classification September 2020.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

FY 2020 Budget by Classification Report - Summary Listing

9/30/2020

Target for September 2020 is 100%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 9,684,925		$ 9,726,944	$ (42,019)	100%
OTHER PERMITS AND FEES	$ 4,566,282		$ 4,427,107	$ 139,175	97%
INTERGOVERNMENTAL	$ 2,548,613		$ 2,778,166	$ (229,553)	109%
CHARGES FOR SERVICES	$ 11,936,987		$ 11,933,720	$ 3,267	100%
FINES AND FORFEITURES	$ 20,930		$ 16,276	$ 4,654	78%
MISCELLANEOUS	$ 1,023,313		$ 1,378,929	$ (355,616)	135%
OTHER SOURCES (NON-REVENUE)	$ 11,005,735		$ 8,609,545	$ 2,396,190	78%
REVENUE TOTALS	**$ 40,786,785**		**$ 38,870,688**	**$ 1,916,097**	**95%**
EXPENSE					
SALARIES AND BENEFITS	$ 24,820,542	$ -	$ 22,854,242	$ 1,966,300	92%
OPERATING EXPENDITURES	$ 11,605,768	$ 1,304,751	$ 9,419,963	$ 881,054	92%
CAPITAL OUTLAY	$ 1,090,259	$ 248,372	$ 854,120	$ (12,233)	101%
GRANTS, AIDS AND OTHER	$ 3,270,216	$ -	$ 3,130,652	$ 139,564	96%
EXPENSE TOTALS	**$ 40,786,785**	**$ 1,553,123**	**$ 36,258,977**	**$ 2,974,685**	**93%**
REVENUE TOTALS	**$ 40,786,785**	**$ -**	**$ 38,870,688**	**$ 1,916,097**	**95%**
EXPENSE TOTALS	**$ 40,786,785**	**$ 1,553,123**	**$ 36,258,977**	**$ 2,974,685**	**93%**
	$ -	**$ (1,553,123)**	**$ 2,611,711**	**$ (1,058,588)**	

*Unaudited

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	0	.00		6,216,058	6,023,708.42	97	6,216,058	192,349.58
20 00	DELINQUENT TAXES	0	384.58		14,999	68,202.70	455	14,999	53,203.70-
25 00	PENALTIES RE: TAXES	0	11.36		5,000	12,504.25	250	5,000	7,504.25-
30 00	TAX CERTIFICATES	0	.00		200,000	276,228.99	138	200,000	76,228.99-
311 **	AD VALOREM	0	395.94		6,436,057	6,380,644.36	99	6,436,057	55,412.64
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	46,925	33,411.46	71	563,001	593,769.23	106	563,001	30,768.23-
312 **	SALES USE AND FUEL TAXES	46,925	33,411.46	71	563,001	593,769.23	106	563,001	30,768.23-
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	125,000	161,781.41	129	1,500,000	1,496,515.67	100	1,500,000	3,484.33
30 00	WATER-COCOA	29,975	33,190.28	111	359,667	368,643.04	103	359,667	8,976.04-
40 00	GAS	1,437	3,541.34	246	17,200	34,248.38	199	17,200	17,048.38-
80 00	PROPANE	1,674	2,063.98	123	20,000	21,927.27	110	20,000	1,927.27-
314 **	UTILITY SERVICE TAX	158,086	200,577.01	127	1,896,867	1,921,334.36	101	1,896,867	24,467.36-
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	52,000	55,086.89	106	624,000	611,452.86	98	624,000	12,547.14
315 **	COMMUNICATION SERVICE TAX	52,000	55,086.89	106	624,000	611,452.86	98	624,000	12,547.14
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	13,750	54,645.46	397	165,000	219,742.95	133	165,000	54,742.95-
316 **	LOCAL BUSINESS TAX	13,750	54,645.46	397	165,000	219,742.95	133	165,000	54,742.95-
310 ***	TAXES	270,761	344,116.76	127	9,684,925	9,726,943.76	100	9,684,925	42,018.76-
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	19,837	53,871.19	272	238,000	415,309.97	175	238,000	177,309.97-
10 00	TRAINING SURCHARGE	74	80.00	108	800	1,646.03	206	800	846.03-
322 **	BUILDING PERMITS	19,911	53,951.19	271	238,800	416,956.00	175	238,800	178,156.00-
323	FRANCHISE FEES								
10 00	ELECTRICITY	109,964	124,003.76	113	1,319,469	992,840.96	75	1,319,469	326,628.04
40 00	GAS	2,900	5,602.63	193	34,800	42,945.45	123	34,800	8,145.45-
70 00	SOLID WASTE	15,652	17,898.66	114	187,703	199,282.53	106	187,703	11,579.53-
323 **	FRANCHISE FEES	128,516	147,505.05	115	1,541,972	1,235,068.94	80	1,541,972	306,903.06
325	SPECIAL ASSESSMENT								

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
12	*	SERVICE	0	.00		0	.00		0	.00
22	01	CHARGES FOR PUBLIC SVCS	0	3,036.80		2,620,000	2,542,943.26	97	2,620,000	77,056.74
22	02	DELINQUENT TAX	174	460.83	265	2,000	5,925.28	296	2,000	3,925.28-
22	03	PENALTIES	0	40.11		2,000	2,575.53	129	2,000	575.53-
22	04	TAX CERTIFICATES	0	.00		150,000	170,244.79	114	150,000	20,244.79-
22	*	FIRE PROTECTION	174	3,537.74	2033	2,774,000	2,721,688.86	98	2,774,000	52,311.14
325	**	SPECIAL ASSESSMENT	174	3,537.74	2033	2,774,000	2,721,688.86	98	2,774,000	52,311.14
329		OTHER PERMITS & FEES								
25	00	PLANNING AND ZONING	837	12,390.00	1480	10,000	51,158.22	512	10,000	41,158.22-
35	00	FIRE INSPECTIONS	135	80.00	59	1,510	2,235.00	148	1,510	725.00-
329	**	OTHER PERMITS & FEES	972	12,470.00	1283	11,510	53,393.22	464	11,510	41,883.22-
320	***	OTHER PERMITS & FEES	149,573	217,463.98	145	4,566,282	4,427,107.02	97	4,566,282	139,174.98
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
20	01	RES OFFCR - CTY CONTRACT	0	42,750.00		156,000	131,710.00	84	156,000	24,290.00
20	05	DEPT OF JUSTICE GRANTS	0	.00		22,166	47,045.00	212	22,166	24,879.00-
20	12	BULLET PROOF GRANT	0	3,146.36		10,507	9,909.90	94	10,507	597.10
20	15	VICTIMS OF CRIME ACT GRNT	10,582	9,249.35	87	126,896	84,413.27	67	126,896	42,482.73
20	16	INTERNET CRIMES GRANT	837	.00		10,000	.00		10,000	10,000.00
20	*	PUBLIC SAFETY	11,419	55,145.71	483	325,569	273,078.17	84	325,569	52,490.83
39	11	FHA/FDOT LAP441205-1-5801	32,654	.00		195,929	.00		195,929	195,929.00
39	12	USDA/FOREST SVC 26866	4,165	.00		25,000	.00		25,000	25,000.00
39	*	OTHER PHYSCAL ENVIRONMENT	36,819	.00		220,929	.00		220,929	220,929.00
50	01	FEMA DISASTER RELIEF	0	.00		0	575,905.41		0	575,905.41-
50	*	ECONOMIC ENVIRONMENT	0	.00		0	575,905.41		0	575,905.41-
331	**	FEDERAL GRANTS	48,238	55,145.71	114	546,498	848,983.58	155	546,498	302,485.58-
333		PAYMENT IN LIEU OF TAXES								
90	00	HOUSING AUTHORITY	0	.00		45,000	26,000.74	58	45,000	18,999.26
333	**	PAYMENT IN LIEU OF TAXES	0	.00		45,000	26,000.74	58	45,000	18,999.26

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
333	PAYMENT IN LIEU OF TAXES								
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	20,583.47		0	20,583.47-
50 10	CARES CRF #107-2020	29,109	.00		58,219	58,219.00	100	58,219	.00
50 *	ECONOMIC ENVIRONMENT	29,109	.00		58,219	78,802.47	135	58,219	20,583.47-
334 **	STATE GRANT	29,109	.00		58,219	78,802.47	135	58,219	20,583.47-
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	43,703	42,216.81	97	524,436	535,033.66	102	524,436	10,597.66-
12 20	8TH CNT MUNICIPAL GAS TAX	13,613	11,955.93	88	163,268	155,761.27	95	163,268	7,506.73
12 *	STATE REVENUE SHARING	57,316	54,172.74	95	687,704	690,794.93	100	687,704	3,090.93-
14 00	MOBILE HOME LICENSES	1,837	260.50	14	22,000	26,003.56	118	22,000	4,003.56-
15 00	ALCOHOLIC BEVERAGE	0	5,971.17		21,717	27,442.86	126	21,717	5,725.86-
18 00	LOCAL GOVERNMENT 1/2 CENT	92,500	96,894.55	105	1,109,934	1,031,533.41	93	1,109,934	78,400.59
21 00	FIREFIGHTER SUPPLEMENTAL	4,000	4,030.00	101	16,000	11,092.66	69	16,000	4,907.34
29 *	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41 00	FUEL TAX REFUNDS	0	7,053.57		25,000	20,970.81	84	25,000	4,029.19
335 **	STATE SHARED REVENUES	155,653	168,382.53	108	1,882,355	1,807,838.23	96	1,882,355	74,516.77
337	GRANTS FROM LOCAL UNITS								
20 02	BC EMS GRANT 2020 AWARD	2,065	.00		16,541	16,540.57	100	16,541	.43
337 **	GRANTS FROM LOCAL UNITS	2,065	.00		16,541	16,540.57	100	16,541	.43
330 ***	INTERGOVERNMENTAL REVENUE	235,065	223,528.24	95	2,548,613	2,778,165.59	109	2,548,613	229,552.59-
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
30 00	ADMINISTRATIVE FEES	528,673	528,662.00	100	6,343,999	6,344,036.00	100	6,343,999	37.00-
31 00	ADMIN FEES STORMWATER	14,355	14,355.00	100	172,205	172,205.00	100	172,205	.00
40 00	CERTIFY/COPY/SEARCH	8,000	11,320.05	142	96,000	118,627.11	124	96,000	22,627.11-
90 12	PASSPORT EXECUTION FEES	349	175.00	50	4,100	3,015.00	74	4,100	1,085.00
341 **	GENERAL GOVERNMENT	551,377	554,512.05	101	6,616,304	6,637,883.11	100	6,616,304	21,579.11-
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	2,500	.00		30,000	10,243.00	34	30,000	19,757.00
90 00	OTHER PUBLIC SAFETY	0	.00		0	1,000.00		0	1,000.00-
90 01	FALSE ALARM FEES	925	1,070.00	116	11,100	6,040.00	54	11,100	5,060.00
90 *	OTHER PUBLIC SAFETY	925	1,070.00	116	11,100	7,040.00	63	11,100	4,060.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
342		PUBLIC SAFETY								
342	**	PUBLIC SAFETY	3,425	1,070.00	31	41,100	17,283.00	42	41,100	23,817.00
343		PHYSICAL ENVIRONMENT								
	37 10	BREVARD COUNTY	35,795	41,581.32	116	429,507	453,515.18	106	429,507	24,008.18-
	37 11	ROCKLEDGE	22,615	48,756.59	216	271,325	314,092.72	116	271,325	42,767.72-
	37 12	SUN LAKE	300	628.14	209	3,578	4,150.80	116	3,578	572.80-
	37 13	CLNY PK-M.I.UTIL CO.	169	329.46	195	1,929	2,089.04	108	1,929	160.04-
	37 16	COCOA BEACH	9,337	9,393.63	101	112,044	112,852.56	101	112,044	808.56-
	37 17	CAPE CANAVERAL	7,714	7,718.88	100	92,491	92,851.88	100	92,491	360.88-
	37 18	TITUSVILLE	336	704.52	210	4,032	4,570.74	113	4,032	538.74-
	37 *	WATER BILLING SERVICES	76,266	109,112.54	143	914,906	984,122.92	108	914,906	69,216.92-
	39 01	SERVICE CHARGES	30,827	43,400.18	141	369,924	455,987.98	123	369,924	86,063.98-
	39 03	ADMIN CHARGES	31,675	33,320.00	105	380,100	400,776.44	105	380,100	20,676.44-
	39 04	PENALTIES	37,742	64,578.07	171	682,686	569,947.60	84	682,686	112,738.40
	39 05	NSF CHECKS	2,721	3,020.89	111	32,575	31,018.03	95	32,575	1,556.97
	39 *	WATER OTHER INCOME	102,965	144,319.14	140	1,465,285	1,457,730.05	100	1,465,285	7,554.95
	41 10	SOLID WASTE	164,915	166,758.59	101	1,978,903	1,946,815.35	98	1,978,903	32,087.65
	41 20	RECYCLING REVENUE	21,814	28,545.17	131	228,009	238,231.19	105	228,009	10,222.19-
	41 30	GREEN WASTE	15,455	16,847.84	109	185,394	190,532.19	103	185,394	5,138.19-
	41 *	GARBAGE COLLECTION	202,184	212,151.60	105	2,392,306	2,375,578.73	99	2,392,306	16,727.27
	45 10	BILLING FEE - WASTE MGMT	8,242	8,910.88	108	98,882	96,536.16	98	98,882	2,345.84
	45 20	SALE-RECYCLEABLE MTRL	49	.00		500	.00		500	500.00
	45 *	GARBAGE-OTHER REVENUE	8,291	8,910.88	108	99,382	96,536.16	97	99,382	2,845.84
	90 01	FDOT MEDIAN MAINT	1,045	.00		61,733	43,950.50	71	61,733	17,782.50
	90 03	FDOT MNT SIGNAL/HWY LIGHT	0	110,107.00		216,046	216,045.50	100	216,046	.50
	90 *	OTHER PHYSICAL ENVIRON	1,045	110,107.00	537	277,779	259,996.00	94	277,779	17,783.00
343	**	PHYSICAL ENVIRONMENT	390,751	584,601.16	150	5,149,658	5,173,963.86	101	5,149,658	24,305.86-
347		CULTURE/RECREATION								
	39 10	PORCHER HOUSE - REVENUES	3,337	1,482.24	44	40,000	33,296.00	83	40,000	6,704.00
	39 11	TENANT MAINTENANCE FEES	100	.00		1,200	1,388.96	116	1,200	188.96-
	39 20	COCOA CIVIC CENTER	3,337	2,657.04	80	40,000	37,153.99	93	40,000	2,846.01
	39 30	RIVERFRONT PARK	1,674	553.50	33	20,000	18,002.39	90	20,000	1,997.61
	39 *	OTHER CULTURAL SERVICES	8,448	4,692.78	56	101,200	89,841.34	89	101,200	11,358.66

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
347	CULTURE/RECREATION								
40 05	SPECIAL EVENT PERMITS	1,250	50.00	4	15,000	3,435.00	23	15,000	11,565.00
40 *	SPECIAL EVENTS	1,250	50.00	4	15,000	3,435.00	23	15,000	11,565.00
50 10	EVENT FEES	612	.00		7,267	3,964.15	55	7,267	3,302.85
50 30	ADVERTISING/SPONSORSHIPS	540	.00		6,458	7,350.00	114	6,458	892.00-
50 *	SPECIAL REC FACILITIES	1,152	.00		13,725	11,314.15	82	13,725	2,410.85
347 **	CULTURE/RECREATION	10,850	4,742.78	44	129,925	104,590.49	81	129,925	25,334.51
340 ***	CHARGES FOR SERVICES	956,403	1,144,925.99	120	11,936,987	11,933,720.46	100	11,936,987	3,266.54
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,746	1,180.59	68	20,930	16,276.33	78	20,930	4,653.67
351 **	JUDGMENTS AND FINES	1,746	1,180.59	68	20,930	16,276.33	78	20,930	4,653.67
350 ***	FINES AND FORFEITURES	1,746	1,180.59	68	20,930	16,276.33	78	20,930	4,653.67
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	7,087	5,761.47	81	85,000	86,383.01	102	85,000	1,383.01-
10 02	INVESTMENT INTEREST	0	552.46		0	6,713.76		0	6,713.76-
10 10	SBA	0	.00		0	5,893.63		0	5,893.63-
10 *	INTEREST	7,087	6,313.93	89	85,000	98,990.40	117	85,000	13,990.40-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	7,087	6,313.93	89	85,000	98,990.40	117	85,000	13,990.40-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	10,496	33,072.96	315	125,886	158,115.34	126	125,886	32,229.34-
362 **	RENT AND ROYALTIES	10,496	33,072.96	315	125,886	158,115.34	126	125,886	32,229.34-
364	DISPOSITION FIXED ASSETS								
10 00	GAIN/(LOSS)	0	.00		0	36,113.26		0	36,113.26-
364 **	DISPOSITION FIXED ASSETS	0	.00		0	36,113.26		0	36,113.26-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	21.68		0	9,048.06		0	9,048.06-

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
365	SALE SURPLUS MTRLS &SCRAP								
365 **	SALE SURPLUS MTRLS &SCRAP	0	21.68		0	9,048.06		0	9,048.06-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	54,725-	201,090.00		270,985	261,090.00	96	270,985	9,895.00
10 10	CONTRIBS FOR K-9	1,862	.00		3,725	.00		3,725	3,725.00
10 *	DONATIONS-PRIVATE SOURCES	1,862	.00		3,725	.00		3,725	3,725.00
366 **	CONTRIBUTIONS & DONATIONS	52,863-	201,090.00		274,710	261,090.00	95	274,710	13,620.00
368	PENSION CONTRIBUTIONS								
21 00	POLICE STATE CONTRIBUTION	0	.00		171,608	185,914.62	108	171,608	14,306.62-
22 00	FIRE STATE CONTRIBUTION	0	.00		109,865	112,427.18	102	109,865	2,562.18-
368 **	PENSION CONTRIBUTIONS	0	.00		281,473	298,341.80	106	281,473	16,868.80-
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	6,250	15,144.76	242	75,000	147,015.02	196	75,000	72,015.02-
90 02	POLICE SECURITY SERVICES	3,899	3,825.00	98	46,744	38,802.50	83	46,744	7,941.50
90 03	CODE ENF ABATE/DEMO REV	6,250	19,814.36	317	75,000	169,926.86	227	75,000	94,926.86-
90 04	MISC. POLICE REVENUES	87	313.00	360	1,000	4,397.13	440	1,000	3,397.13-
90 05	INVESTIGATIVE COSTS REIM	4,250	5,753.89	135	51,000	71,170.29	140	51,000	20,170.29-
90 09	PROPERTY REGISTRATION	625	500.00	80	7,500	11,900.00	159	7,500	4,400.00-
90 *	OTHER MISC REVENUES	21,361	45,351.01	212	256,244	443,211.80	173	256,244	186,967.80-
96 00	INSURANCE REFUND/PROCEEDS	0	15,198.00		0	74,018.37		0	74,018.37-
369 **	OTHER MISC REVENUES	21,361	60,549.01	284	256,244	517,230.17	202	256,244	260,986.17-
360 ***	MISCELLANEOUS REVENUES	13,919-	301,047.58		1,023,313	1,378,929.03	135	1,023,313	355,616.03-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 10	TRF FROM COCOA CRA (110)	21,440	12,500.00	58	257,258	200,758.45	78	257,258	56,499.55
91 30	CAP PROJECT FUND (301)	104,104	199,814.00	192	237,314	199,814.00	84	237,314	37,500.00
91 *	TRANSFER FROM	125,544	212,314.00	169	494,572	400,572.45	81	494,572	93,999.55
381 **	INTERFUND TRANSFER	125,544	212,314.00	169	494,572	400,572.45	81	494,572	93,999.55
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS	574,927	574,916.00	100	6,899,025	6,899,025.00	100	6,899,025	.00
40 01	6% PILOFF	109,166	109,166.00	100	1,309,948	1,309,948.00	100	1,309,948	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
382		CONTRIBUTIONS ENTERPRISE								
40	*	CONTRIBUTIONS	684,093	684,082.00	100	8,208,973	8,208,973.00	100	8,208,973	.00
382	**	CONTRIBUTIONS ENTERPRISE	684,093	684,082.00	100	8,208,973	8,208,973.00	100	8,208,973	.00
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384		DEBT PROCEEDS								
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	10	CASH CARRY FORWARD	531	.00		6,339	.00		6,339	6,339.00
99	50	FUND BAL-APPROP. RESERVES	176,278	.00		2,295,851	.00		2,295,851	2,295,851.00
99	*	BALANCE FORWARD	176,809	.00		2,302,190	.00		2,302,190	2,302,190.00
389	**	NON OPERATING SOURCES	176,809	.00		2,302,190	.00		2,302,190	2,302,190.00
380	***	OTHER SOURCES(NON-REV)	986,446	896,396.00	91	11,005,735	8,609,545.45	78	11,005,735	2,396,189.55
FUND TOTAL		GENERAL FUND	2,586,075	3,128,659.14	121	40,786,785	38,870,687.64	95	40,786,785	1,916,097.36

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2649	2550.00	96	31777	30600.00	96	.00	31777	1177.00	96
11 **	EXECUTIVE SALARIES	2649	2550.00	96	31777	30600.00	96	.00	31777	1177.00	96
12-00	REGULAR SALARIES & WAGES	951130	1432792.60	151	12676123	11773268.55	93	.00	12676123	902854.45	93
12-06	SALARIES/CONTRACTUAL	2087	2677.50	128	25000	11586.25	46	.00	25000	13413.75	46
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	83614	31988.74	38	287265	332016.46	116	.00	287265	44751.46-	116
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1036831	1467458.84	142	12988388	12116871.26	93	.00	12988388	871516.74	93
13-00	OTHER SALARIES & WAGES	53196	75970.16	143	778562	698619.54	90	.00	778562	79942.46	90
13 **	OTHER SALARIES & WAGES	53196	75970.16	143	778562	698619.54	90	.00	778562	79942.46	90
14-00	OVERTIME	40004	66284.44	166	429776	440530.06	103	.00	429776	10754.06-	103
14-01	COMP TIME	587	.00	0	7000	.00	0	.00	7000	7000.00	0
14 **	OVERTIME	40591	66284.44	163	436776	440530.06	101	.00	436776	3754.06-	101
15-00	SPECIAL PAY	27723	42038.94	152	336925	349479.36	104	.00	336925	12554.36-	104
15 **	SPECIAL PAY	27723	42038.94	152	336925	349479.36	104	.00	336925	12554.36-	104
20-00	CLOTHING/SHOE ALLOWANCE	2021	3375.00	167	22200	21977.50	99	.00	22200	222.50	99
20 **	CLOTHING/SHOE ALLOWANCE	2021	3375.00	167	22200	21977.50	99	.00	22200	222.50	99
21-00	FICA TAXES	90636	124394.66	137	1085897	1011128.66	93	.00	1085897	74768.34	93
21 **	FICA TAXES	90636	124394.66	137	1085897	1011128.66	93	.00	1085897	74768.34	93
22-00	RETIREMENT CONTRIBUTIONS	7903	88782.84	1123	886437	791113.06	89	.00	886437	95323.94	89
22-01	FIREFIGHTERS	228822	303750.65	133	2474122	2314534.38	94	.00	2474122	159587.62	94
22-02	STATE CONTRIBUTIONS	19206	.00	0	281473	298341.80	106	.00	281473	16868.80-	106
22-03	ICMA - CITY MANAGER	2930	.00	0	24944	14946.98	60	.00	24944	9997.02	60
22 **	RETIREMENT CONTRIBUTIONS	258861	392533.49	152	3666976	3418936.22	93	.00	3666976	248039.78	93

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-00	LIFE/HEALTH INSURANCE	14602	38908.04	267	302087	309661.70	103	.00	302087	7574.70-	103
23-02	LIFE/HEALTH GF RETIREES	48232	58338.03	121	440952	432865.67	98	.00	440952	8086.33	98
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	311204	176661.84	57	3796855	3160587.34	83	.00	3796855	636267.66	83
23 **	LIFE/HEALTH INSURANCE	374038	273907.91	73	4539894	3903114.71	86	.00	4539894	636779.29	86
24-00	WORKER'S COMPENSATION	56461	62696.13	111	678167	632066.93	93	.00	678167	46100.07	93
24 **	WORKER'S COMPENSATION	56461	62696.13	111	678167	632066.93	93	.00	678167	46100.07	93
25-00	UNEMPLOYMENT COMPENSATION	424	.00	0	5000	275.00	6	.00	5000	4725.00	6
25 **	UNEMPLOYMENT COMPENSATION	424	.00	0	5000	275.00	6	.00	5000	4725.00	6
27-00	BENEFIT OFFSET	20287	25876.34	128	249980	230642.61	92	.00	249980	19337.39	92
27 **	BENEFIT OFFSET	20287	25876.34	128	249980	230642.61	92	.00	249980	19337.39	92
31-00	PROFESSIONAL SERVICES	30536	82576.88	270	635858	367409.20	58	222923.26	635858	45525.54	93
31-01	LEGAL EXPENSES	38419	29957.02	78	460973	333451.00	72	87162.00	460973	40360.00	91
31-02	MEDICAL SERVICES	2863	1084.44	38	43835	31338.13	72	10707.37	43835	1789.50	96
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	13500	13500.00	100	.00	13500	.00	100
31-06	EDA-04-69-07348 GRANT	5360	.00	0	59000	59000.00	100	.00	59000	.00	100
31-11	USDA MANAGE FOREST GRANT	8335	14985.00	180	50000	14985.00	30	18315.00	50000	16700.00	67
31-33	EMPLOYEE HEALTH CENTER	15718	16811.64	107	188528	166863.24	89	21664.26	188528	.50	100
31 **	PROFESSIONAL SERVICES	102356	145414.98	142	1451694	986546.57	68	360771.89	1451694	104375.54	93
32-00	ACCOUNTING & AUDITING	7785	.00	0	80000	80000.00	100	.00	80000	.00	100
32 **	ACCOUNTING & AUDITING	7785	.00	0	80000	80000.00	100	.00	80000	.00	100
34-00	CONTRACT SERVICES	154170	66597.26	43	1163715	953578.95	82	132043.73	1163715	78092.32	93
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	162077	173349.32	107	1911220	1826824.72	96	.00	1911220	84395.28	96

FUND 001 GENERAL FUND ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	13295	11365.00	86	154397	133200.00	86	3180.00	154397	18017.00	88
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	329542	251311.58	76	3229332	2913603.67	90	135223.73	3229332	180504.60	94
39-00	CONTINGENCY	18935-	.00	0	28221	.00	0	.00	28221	28221.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	17786-	.00	0	0	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	36721-	.00	0	28221	.00	0	.00	28221	28221.00	0
40-00	TRAVEL & PER DIEM	3028	1019.82	34	66006	21407.35	32	.00	66006	44598.65	32
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	3028	1019.82	34	66006	21407.35	32	.00	66006	44598.65	32
41-00	COMMUNICATION	13909	6110.94	44	170578	131966.65	77	22119.45	170578	16491.90	90
41 **	COMMUNICATION	13909	6110.94	44	170578	131966.65	77	22119.45	170578	16491.90	90
42-00	POSTAGE & FREIGHT	37813	28914.15	77	435064	361893.57	83	58457.46	435064	14712.97	97
42 **	POSTAGE & FREIGHT	37813	28914.15	77	435064	361893.57	83	58457.46	435064	14712.97	97
43-00	ELECTRIC/WATER/SEWER	60088	50997.79	85	720704	538327.04	75	161523.14	720704	20853.82	97
43 **	ELECTRIC/WATER/SEWER	60088	50997.79	85	720704	538327.04	75	161523.14	720704	20853.82	97
44-00	RENTALS AND LEASES	9335	6503.43	70	127431	95872.99	75	25543.70	127431	6014.31	95
44 **	RENTALS AND LEASES	9335	6503.43	70	127431	95872.99	75	25543.70	127431	6014.31	95
45-00	INSURANCE	41163	.00	0	491328	487664.70	99	.00	491328	3663.30	99
45 **	INSURANCE	41163	.00	0	491328	487664.70	99	.00	491328	3663.30	99
46-00	REPAIRS & MAINTENANCE	121412	150995.22	124	1608210	1331854.64	83	184390.32	1608210	91965.04	94
46-02	REPAIR/MAINT BUILDING	13243	78652.84	594	260450	233229.00	90	2875.10	260450	24345.90	91

FUND 001 GENERAL FUND ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-03	REPAIR/MAINT-VEHICLES	48618	20992.82	43	281211	228551.08	81	2.82	281211	52657.10	81
46-05	HYDRANT FEES	17742	18330.12	103	212871	219961.44	103	.00	212871	7090.44-	103
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	201015	268971.00	134	2362742	2013596.16	85	187268.24	2362742	161877.60	93
47-00	PRINTING & BINDING	11818	17201.79	146	170146	111987.37	66	42430.59	170146	15728.04	91
47 **	PRINTING & BINDING	11818	17201.79	146	170146	111987.37	66	42430.59	170146	15728.04	91
48-00	PROMOTIONAL ACTIVITIES	15767	4289.87	27	68719	29097.49	42	.00	68719	39621.51	42
48-11	BUSINESS ASSIST. PROGRAM	15926-	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	159-	4289.87	2698-	68719	29097.49	42	.00	68719	39621.51	42
49-00	OTHER CHARGES & OBLIG.	23436	19483.88	83	286985	169916.66	59	109669.53	286985	7398.81	97
49-02	ADVERTISING	294	.00	0	3230	476.43	15	142.00	3230	2611.57	19
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	1250	.00	0	15000	5439.35	36	9857.66	15000	297.01-	102
49-07	BAD DEBT EXPENSE	0	79630.36	0	0	36878.99	0	.00	0	36878.99-	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1674	.00	0	20000	20000.00	100	.00	20000	.00	100
49 **	OTHER CHARGES & OBLIG.	26654	99114.24	372	325215	232711.43	72	119669.19	325215	27165.62-	108
51-00	OFFICE SUPPLIES	3192	305.03	10	45744	24903.12	54	.00	45744	20840.88	54
51 **	OFFICE SUPPLIES	3192	305.03	10	45744	24903.12	54	.00	45744	20840.88	54
52-00	OPERATING SUPPLIES	96996	23986.71	25	822645	710007.91	86	81304.79	822645	31332.30	96
52-02	UNIFORMS	1997	2012.60	101	23365	22597.75	97	504.47	23365	262.78	99
52-05	EMS 1st RESP-CONSUM SUPP	3144	10008.99	318	37920	33477.97	88	96.40	37920	4345.63	89
52-07	JANITORIAL SUPPLIES	3877	3686.50	95	30463	23146.95	76	.00	30463	7316.05	76

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52-10	HEATING FUEL	251	213.45	85	3012	2436.48	81	575.52	3012	.00	100
52-11	JAG GRANT	1955	.00	0	23153	23152.08	100	.00	23153	.92	100
52-12	BULLETPROOF VEST GRANT	2855	972.76	34	26789	15783.76	59	11005.20	26789	.04	100
52-13	VOCA GRANT	1184	.00	0	5500	2252.94	41	.00	5500	3247.06	41
52-14	JAG 2020-DJ-BX-0410	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL, OIL, & LUBRICANTS	5951-	22422.21	377-	222797	166357.38	75	.00	222797	56439.62	75
52-33	EMPLOYEE HEALTH CENTER	7980	6651.27	83	95760	64563.39	67	31196.61	95760	.00	100
52 **	OPERATING SUPPLIES	114288	69954.49	61	1291404	1063776.61	82	124682.99	1291404	102944.40	92
53-00	ROAD MATERIALS/SUPPLIES	2500	858.96	34	20000	14296.68	72	233.93	20000	5469.39	73
53 **	ROAD MATERIALS/SUPPLIES	2500	858.96	34	20000	14296.68	72	233.93	20000	5469.39	73
54-00	MEMBERSHIP/PUBLICATIONS	3846	240.00	6	43742	31078.66	71	.00	43742	12663.34	71
54 **	MEMBERSHIP/PUBLICATIONS	3846	240.00	6	43742	31078.66	71	.00	43742	12663.34	71
55-00	TRAINING	1283-	3250.00	253-	99114	41004.11	41	1140.00	99114	56969.89	43
55-01	EDA PROGRAM	837	4228.00	505	10000	4462.00	45	.00	10000	5538.00	45
55 **	TRAINING	446-	7478.00	1677-	109114	45466.11	42	1140.00	109114	62507.89	43
56-15	IT-RELATED OPERATING EXP	37416	16370.55	44	354719	221901.53	63	65686.29	354719	67131.18	81
56-16	EMS DATA COLLECTION-BEMO	1160	.00	0	13865	13865.00	100	.00	13865	.00	100
56 **	TECHNOLOGY SYSTEMS	38576	16370.55	42	368584	235766.53	64	65686.29	368584	67131.18	82
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	5180	.00	0	62000	2000.00	3	59691.44	62000	308.56	100
63-04	FDOT LAP 2020-SIDEWALKS	32654	.00	0	195929	70590.82	36	111350.50	195929	13987.68	93
63 **	INFRASTRUCTURE	37834	.00	0	257929	72590.82	28	171041.94	257929	14296.24	95
64-00	MACHINERY AND EQUIPMENT	87462	208781.95	239	623212	628972.40	101	71365.38	623212	77125.78-	112
64-01	BC EMS GRANT 2020 AWARD	2065	.00	0	16541	16540.57	100	.00	16541	.43	100
64-15	IT HARDWARE	29858	43837.17	147	192577	136016.41	71	5964.80	192577	50595.79	74
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	119385	252619.12	212	832330	781529.38	94	77330.18	832330	26529.56-	103
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	90430	.00	0	1085094	1085094.00	100	.00	1085094	.00	100
81 **	AIDS TO GOVT AGENCY	90430	.00	0	1085094	1085094.00	100	.00	1085094	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
83-01	MISC GRANTS/DONATIONS	7975	.00	0	95700	.00	0	.00	95700	95700.00	0
83-10	CARES CRF #107-2020	29109	14355.78	49	58219	14355.78	25	.00	58219	43863.22	25
83 **	OTHER GRANTS & AIDS	37084	14355.78	39	153919	14355.78	9	.00	153919	139563.22	9
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	BUILDING PERMITS	0	.00	0	0	.00	0	.00	0	.00	0
91-08	SEC 108 LOAN GUARANTEE	1991	19937.00	1001	19937	19937.00	100	.00	19937	.00	100
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	1300410	1295986.98	100	1783246	1783244.98	100	.00	1783246	1.02	100
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	31861	191171.00	600	191171	191171.00	100	.00	191171	.00	100
91-32	CP 302 RVRFRNT/LEEWNR PK	12283	36849.00	300	36849	36849.00	100	.00	36849	.00	100
91-33	CP 303 FISKE BV CMPLT STR	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1346545	1543943.98	115	2031203	2031201.98	100	.00	2031203	1.02	100
FUND 001	TOTAL ********* GENERAL FUND	4564578	5323061.41	117	40786785	36258976.51	89	1553122.72	40786785	2974685.77	93
GRAND	TOTAL *********	4564578	5323061.41	117	40786785	36258976.51	89	1553122.72	40786785	2974685.77	93

FY 2020 Budget by Classification Report - Summary Listing

9/30/2020

Target for September 2020 is 100%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 2,264,715		$ 5,576,575	$ (3,311,860)	246%
CHARGES FOR SERVICES	$ 63,076,683		$ 65,866,202	$ (2,789,519)	104%
INTERGOVERNMENTAL/GRANTS	$ 632,970		$ 265,637	$ 367,333	42%
MISCELLANEOUS	$ 146,300		$ 242,884	$ (96,584)	166%
OTHER SOURCES (NON-REVENUE)	$ 1,740,470		$ 1,666,945	$ 73,525	96%
REVENUE TOTALS	**$ 67,861,138**	**-**	**$ 73,618,243**	**$ (5,757,105)**	**108%**
EXPENSE					
SALARIES AND BENEFITS	$ 16,434,906	$ -	$ 13,643,551	$ 2,791,355	83%
OPERATING EXPENDITURES	$ 26,805,017	$ 3,056,606	$ 21,840,783	$ 1,907,628	93%
CAPITAL OUTLAY	$ 6,619,092	$ 1,479,951	$ 1,693,366	$ 3,445,775	48%
GRANTS, AIDS AND OTHER	$ 18,002,123	$ -	$ 20,367,130	$ (2,365,007)	113%
EXPENSE TOTALS	**$ 67,861,138**	**$ 4,536,557**	**$ 57,544,830**	**$ 5,779,751**	91%
REVENUE TOTALS	**$ 67,861,138**	**$ -**	**$ 73,618,243**	**$ (5,757,105)**	**108%**
EXPENSE TOTALS	**$ 67,861,138**	**$ 4,536,557**	**$ 57,544,830**	**$ 5,779,751**	**91%**
	$ -	**$ (4,536,557)**	**$ 16,073,413**	**$ (11,536,856)**	

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	87,177	171,600.00	197	1,046,102	2,303,285.00	220	1,046,102	1,257,183.00-
03 11	WATER - COMMERCIAL	90,738	25,375.00	28	1,088,801	2,988,465.00	275	1,088,801	1,899,664.00-
03 20	SEWER - RESIDENTIAL	981	55,000.00	5607	11,684	275,450.00	2358	11,684	263,766.00-
03 21	SEWER - COMMERCIAL	9,844	.00		118,128	9,375.00	8	118,128	108,753.00
03 *	IMPACT FEES	188,740	251,975.00	134	2,264,715	5,576,575.00	246	2,264,715	3,311,860.00-
324 **	IMPACT FEES	188,740	251,975.00	134	2,264,715	5,576,575.00	246	2,264,715	3,311,860.00-
320 ***	OTHER PERMITS & FEES	188,740	251,975.00	134	2,264,715	5,576,575.00	246	2,264,715	3,311,860.00-
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
30 02	FDEM H0477 LS#1	158,241	.00		632,970	.00		632,970	632,970.00
50 01	FEMA DISASTER RELIEF	0	.00		0	242,876.85		0	242,876.85-
331 **	FEDERAL GRANTS	158,241	.00		632,970	242,876.85	38	632,970	390,093.15
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	22,760.09		0	22,760.09-
334 **	STATE GRANT	0	.00		0	22,760.09		0	22,760.09-
337	GRANTS FROM LOCAL UNITS								
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	158,241	.00		632,970	265,636.94	42	632,970	367,333.06
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
31 00	WATER SALES	4,484,836	4,619,057.55	103	53,818,010	55,139,169.30	103	53,818,010	1,321,159.30-
33 00	WATER CONNECTION FEE	20,000	61,780.67	309	240,000	661,956.22	276	240,000	421,956.22-
33 *	WATER CONNECTION FEE	20,000	61,780.67	309	240,000	661,956.22	276	240,000	421,956.22-
36 00	WATER HYDRANT FEES	237,360	294,682.99	124	2,848,254	3,502,280.93	123	2,848,254	654,026.93-
39 06	HYDRANT RESID FLOW TEST	137	400.00	292	1,600	8,200.00	513	1,600	6,600.00-
39 07	BACKFLOW DEVICE TEST	12,087	17,383.76	144	145,000	203,595.55	140	145,000	58,595.55-
39 08	JUMPER METERS	62	200.00	323	700	1,550.00	221	700	850.00-
39 09	PLAN REVIEW/CONST INSPECT	1,000	2,500.00	250	12,000	25,500.00	213	12,000	13,500.00-
39 10	BACKFLOW PRV/RLCT TEMP	49	205.42	419	500	1,515.04	303	500	1,015.04-
39 *	WATER OTHER INCOME	13,335	20,689.18	155	159,800	240,360.59	150	159,800	80,560.59-
51 00	SEWER SALES	468,755	499,837.53	107	5,624,961	5,923,625.10	105	5,624,961	298,664.10-

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
51 *	SEWER SALES	468,755	499,837.53	107	5,624,961	5,923,625.10	105	5,624,961	298,664.10-
53 02	SEWER CONNECT - FINANCED	0	.00		0	2,946.85		0	2,946.85-
59 01	GREASE TRAP PERMITS	524	668.60	128	6,200	8,429.28	136	6,200	2,229.28-
60 00	REUSE WATER SALES	31,040	29,746.83	96	372,458	369,998.80	99	372,458	2,459.20
60 01	REUSE WATER INSTALLATION	587	2,269.90	387	7,000	17,435.00	249	7,000	10,435.00-
60 *	REUSE WATER SALES	31,627	32,016.73	101	379,458	387,433.80	102	379,458	7,975.80-
343 **	PHYSICAL ENVIRONMENT	5,256,437	5,528,733.25	105	63,076,683	65,866,202.07	104	63,076,683	2,789,519.07-
340 ***	CHARGES FOR SERVICES	5,256,437	5,528,733.25	105	63,076,683	65,866,202.07	104	63,076,683	2,789,519.07-
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	6,674	9,920.34	149	80,000	81,735.50	102	80,000	1,735.50-
10 02	INVESTMENT INTEREST	0	102.77		0	40,488.18-		0	40,488.18
10 *	INTEREST	6,674	10,023.11	150	80,000	41,247.32	52	80,000	38,752.68
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	731.19		0	731.19-
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	520.72-		0	520.72
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	210.47		0	210.47-
361 **	INTEREST & OTHER EARNINGS	6,674	10,023.11	150	80,000	41,457.79	52	80,000	38,542.21
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	112	.00		1,300	1,300.00	100	1,300	.00
362 **	RENT AND ROYALTIES	112	.00		1,300	1,300.00	100	1,300	.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	15,668.32-	1254	15,000	15,668.32-	105	15,000	30,668.32
10 00	GAIN/(LOSS)	0	1,051.83		0	99,703.92		0	99,703.92-
364 **	DISPOSITION FIXED ASSETS	1,250	14,616.49-	1169	15,000	84,035.60	560	15,000	69,035.60-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	837	4,174.30	499	10,000	11,244.16	112	10,000	1,244.16-
365 **	SALE SURPLUS MTRLS &SCRAP	837	4,174.30	499	10,000	11,244.16	112	10,000	1,244.16-
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	3,337	21,930.54	657	40,000	100,958.55	252	40,000	60,958.55-

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
90 06	SETTLEMENTS	0	.00		0	3,887.59		0	3,887.59-
90 *	OTHER MISC REVENUES	3,337	21,930.54	657	40,000	104,846.14	262	40,000	64,846.14-
369 **	OTHER MISC REVENUES	3,337	21,930.54	657	40,000	104,846.14	262	40,000	64,846.14-
360 ***	MISCELLANEOUS REVENUES	12,210	21,511.46	176	146,300	242,883.69	166	146,300	96,583.69-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383	INSTLMT PURCH/CAP LEASE								
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
81 00	CONTRIBUTION LIFT STATION	0	63,800.00		0	326,853.00		0	326,853.00-
82 00	CONTRIBUTION S MAINLAND	0	4,738.62		0	295,241.36		0	295,241.36-
83 00	CONTRIBUTION VIERA	0	48,965.74		0	1,044,850.75		0	1,044,850.75-
83 *	CONTRIBUTION VIERA	0	48,965.74		0	1,044,850.75		0	1,044,850.75-
99 50	FUND BAL-APPROP. RESERVES	202,687	.00		1,740,470	.00		1,740,470	1,740,470.00
99 *	BALANCE FORWARD	202,687	.00		1,740,470	.00		1,740,470	1,740,470.00
389 **	NON OPERATING SOURCES	202,687	117,504.36	58	1,740,470	1,666,945.11	96	1,740,470	73,524.89
380 ***	OTHER SOURCES(NON-REV)	202,687	117,504.36	58	1,740,470	1,666,945.11	96	1,740,470	73,524.89
FUND TOTAL	WATER/SEWER FUND	5,818,315	5,919,724.07	102	67,861,138	73,618,242.81	109	67,861,138	5,757,104.81-

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	%EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	693848	791068.06	114	9149656	7405425.26	81	.00	9149656	1744230.74	81
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	18939	2430.73	13	50548	58869.94	117	.00	50548	8321.94-	117
12 **	REGULAR SALARIES & WAGES	712787	793498.79	111	9200204	7464295.20	81	.00	9200204	1735908.80	81
13-00	OTHER SALARIES & WAGES	104386	74896.80	72	647007	705214.79	109	.00	647007	58207.79-	109
13 **	OTHER SALARIES & WAGES	104386	74896.80	72	647007	705214.79	109	.00	647007	58207.79-	109
14-00	OVERTIME	73487	61006.79	83	551393	527320.77	96	.00	551393	24072.23	96
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	73487	61006.79	83	551393	527320.77	96	.00	551393	24072.23	96
15-00	SPECIAL PAY	437	150.00	34	2625	1975.00	75	.00	2625	650.00	75
15 **	SPECIAL PAY	437	150.00	34	2625	1975.00	75	.00	2625	650.00	75
20-00	CLOTHING/SHOE ALLOWANCE	1919	240.00	13	19970	19635.96	98	.00	19970	334.04	98
20 **	CLOTHING/SHOE ALLOWANCE	1919	240.00	13	19970	19635.96	98	.00	19970	334.04	98
21-00	FICA TAXES	64470	69718.21	108	773178	652522.13	84	.00	773178	120655.87	84
21 **	FICA TAXES	64470	69718.21	108	773178	652522.13	84	.00	773178	120655.87	84
22-00	RETIREMENT CONTRIBUTIONS	180778	102044.73	56	1313462	1199652.60	91	.00	1313462	113809.40	91
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	180778	102044.73	56	1313462	1199652.60	91	.00	1313462	113809.40	91
23-00	LIFE/HEALTH INSURANCE	19053	19912.96	105	228372	208420.55	91	.00	228372	19951.45	91
23-02	LIFE/HEALTH RETIREES	14934	21131.52	142	179186	157752.00	88	.00	179186	21434.00	88
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	236043	193078.72	82	2832109	2099732.85	74	.00	2832109	732376.15	74
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	270030	234123.20	87	3239667	2465905.40	76	.00	3239667	773761.60	76
24-00	WORKER'S COMPENSATION	44071	44643.32	101	528500	471375.43	89	.00	528500	57124.57	89

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	44071	44643.32	101	528500	471375.43	89	.00	528500	57124.57	89
25-00	UNEMPLOYMENT COMPENSATION	424	.00	0	5000	1575.07	32	.00	5000	3424.93	32
25 **	UNEMPLOYMENT COMPENSATION	424	.00	0	5000	1575.07	32	.00	5000	3424.93	32
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	12825	15878.36	124	153900	134078.36	87	.00	153900	19821.64	87
27 **	BENEFIT OFFSET	12825	15878.36	124	153900	134078.36	87	.00	153900	19821.64	87
31-00	PROFESSIONAL SERVICES	47912	33572.40	70	592956	234419.58	40	224732.77	592956	133803.65	77
31-01	LEGAL EXPENSES	6674	1296.00	19	80000	48944.42	61	26055.58	80000	5000.00	94
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	98271	132886.93	135	992347	656211.49	66	330132.90	992347	6002.61	99
31-33	EMPLOYEE HEALTH CENTER	11308	12092.61	107	135608	120024.60	89	15582.90	135608	.50	100
31 **	PROFESSIONAL SERVICES	164165	179847.94	110	1800911	1059600.09	59	596504.15	1800911	144806.76	92
32-00	ACCOUNTING & AUDITING	1111-	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	1111-	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	75842	37114.74	49	1261323	904187.54	72	70037.10	1261323	287098.36	77
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	528673	528662.00	100	6343999	6343999.00	100	.00	6343999	.00	100
34 **	CONTRACT SERVICES	604515	565776.74	94	7605322	7248186.54	95	70037.10	7605322	287098.36	96
39-00	CONTINGENCY	96627-	.00	0	507830	.00	0	.00	507830	507830.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	96627-	.00	0	507830	.00	0	.00	507830	507830.00	0
40-00	TRAVEL AND PER DIEM	1052	.00	0	22238	969.35	4	.00	22238	21268.65	4
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	1052	.00	0	22238	969.35	4	.00	22238	21268.65	4
41-00	COMMUNICATION	28210	6616.58	24	153649	119164.06	78	21683.76	153649	12801.18	92
41 **	COMMUNICATION	28210	6616.58	24	153649	119164.06	78	21683.76	153649	12801.18	92
42-00	FREIGHT & POSTAGE SERVICE	2044	81.63	4	23745	8424.61	36	.00	23745	15320.39	36
42 **	FREIGHT & POSTAGE SERVICE	2044	81.63	4	23745	8424.61	36	.00	23745	15320.39	36
43-00	ELECTRIC/WATER/SEWER	217271	146623.37	68	2442087	1485674.51	61	948570.27	2442087	7842.22	100
43 **	ELECTRIC/WATER/SEWER	217271	146623.37	68	2442087	1485674.51	61	948570.27	2442087	7842.22	100
44-00	RENTAL AND LEASES	4129	20.25	1	45750	36582.26	80	.00	45750	9167.74	80
44 **	RENTAL AND LEASES	4129	20.25	1	45750	36582.26	80	.00	45750	9167.74	80
45-00	INSURANCE	40561	.00	0	486534	482656.42	99	.00	486534	3877.58	99
45 **	INSURANCE	40561	.00	0	486534	482656.42	99	.00	486534	3877.58	99
46-00	REPAIRS & MAINTENANCE	555438	600976.89	108	7153251	6139497.19	86	856724.27	7153251	157029.54	98
46-02	REPAIR/MAINT BUILDING	22558	14394.64	64	324783	91667.89	28	6930.00	324783	226185.11	30
46-03	REPAIR/MAINT-VEHICLES	22034	21618.88	98	208935	175816.17	84	.00	208935	33118.83	84
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	600030	636990.41	106	7686969	6406981.25	83	863654.27	7686969	416333.48	95
47-00	PRINTING & BINDING	547	129.00	24	7180	1596.25	22	.00	7180	5583.75	22
47 **	PRINTING & BINDING	547	129.00	24	7180	1596.25	22	.00	7180	5583.75	22
48-00	PROMOTIONAL ACTIVITIES	1399	.00	0	18633	4438.00	24	.00	18633	14195.00	24
48 **	PROMOTIONAL ACTIVITIES	1399	.00	0	18633	4438.00	24	.00	18633	14195.00	24
49-00	OTHER CHARGES & OBLIG.	3163	7860.45	249	37736	36207.82	96	544.70	37736	983.48	97
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	194696.83	0	0	145839.16	0	.00	0	145839.16-	0
49-08	CASH OVER & UNDER	0	20.15	0	0	29.21-	0	.00	0	29.21	0
49-09	DOCUMENT RECORDING CHGS	0	529.00-	0	0	5837.80-	0	278.70	0	5559.10	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	3163	202048.43	6388	37736	176179.97	467	823.40	37736	139267.37-	469
51-00	OFFICE SUPPLIES	2256	246.50	11	26720	12371.93	46	.00	26720	14348.07	46
51 **	OFFICE SUPPLIES	2256	246.50	11	26720	12371.93	46	.00	26720	14348.07	46
52-00	OPERATING SUPPLIES	72249	40025.18	55	749251	739806.82	99	30696.29	749251	21252.11-	103
52-07	JANITORIAL SUPPLIES	868	413.54	48	10240	8445.06	83	.00	10240	1794.94	83
52-09	CHEMICALS	340660	491572.52	144	4188315	3407520.45	81	391702.86	4188315	389091.69	91
52-30	FUEL OIL & LUBRICANTS	37342	30673.48	82	378742	236779.11	63	40170.54	378742	101792.35	73
52-33	EMPLOYEE HEALTH CENTER	5740	4784.26	83	68880	46440.00	67	22440.00	68880	.00	100
52 **	OPERATING SUPPLIES	456859	567468.98	124	5395428	4438991.44	82	485009.69	5395428	471426.87	91
53-00	ROAD MATERIALS/SUPPLIES	1362	14576.05	1070	41624	35461.36	85	5846.04	41624	316.60	99
53 **	ROAD MATERIALS/SUPPLIES	1362	14576.05	1070	41624	35461.36	85	5846.04	41624	316.60	99
54-00	MEMBERSHIP/PUBLICATIONS	3441	.00	0	38537	33074.66	86	.00	38537	5462.34	86
54 **	MEMBERSHIP/PUBLICATIONS	3441	.00	0	38537	33074.66	86	.00	38537	5462.34	86
55-00	TRAINING	12334	6791.00	55	147700	29984.42	20	12894.00	147700	104821.58	29
55-01	EDA PROGRAM	625	.00	0	7500	.00	0	.00	7500	7500.00	0
55 **	TRAINING	12959	6791.00	52	155200	29984.42	19	12894.00	155200	112321.58	28
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	59053	26127.63	44	308924	258504.32	84	51583.06	308924	1163.38-	100
56 **	TECHNOLOGY SYSTEMS	59053	26127.63	44	308924	258504.32	84	51583.06	308924	1163.38-	100
59-00	DEPRECIATION EXPENSE	0	1941.16	0	0	1941.16	0	.00	0	1941.16-	0
59 **	DEPRECIATION EXPENSE	0	1941.16	0	0	1941.16	0	.00	0	1941.16-	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
62-00	BUILDINGS	5910	.00	0	65000	.00	0	.00	65000	65000.00	0
62 **	BUILDINGS	5910	.00	0	65000	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	372933	131099.30	35	4129561	1364157.44	33	1108805.84	4129561	1656597.72	60
63-06	FDEM H0477 LS#1	210990	.00	0	843960	.00	0	.00	843960	843960.00	0
63 **	INFRASTRUCTURE	583923	131099.30	23	4973521	1364157.44	27	1108805.84	4973521	2500557.72	50
64-00	MACHINERY & EQUIPMENT	119369	5000.00	4	1453208	954897.99	66	353490.00	1453208	144820.01	90
64-15	IT HARDWARE	2467	.00	0	28000	.00	0	17655.00	28000	10345.00	63
64 **	MACHINERY & EQUIPMENT	121836	5000.00	4	1481208	954897.99	65	371145.00	1481208	155165.01	90
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	9033	.00	0	99363	44276.19	45	.00	99363	55086.81	45
68 **	INTANGIBLE ASSETS	9033	.00	0	99363	44276.19	45	.00	99363	55086.81	45
69-99	PROPRIETARY FUNDS ONLY	0	669965.99-	0	0	669965.99-	0	.00	0	669965.99	0
69 **	CONTRA FIXED ASSET	0	669965.99-	0	0	669965.99-	0	.00	0	669965.99	0
73-00	OTHER DEBT SERVICE COST	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SERVICE COST	0	.00	0	0	.00	0	.00	0	.00	0
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	1200	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	1200	.00	0	.00	1200	1200.00	0
91-01	TRANSFER TO GEN FUND 001	574927	574916.00	100	6899025	6899025.00	100	.00	6899025	.00	100
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE 424	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	4601236	5363735.75	117	9791950	12158157.34	124	.00	9791950	2366207.34-	124
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND 424	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	5176163	5938651.75	115	16690975	19057182.34	114	.00	16690975	2366207.34-	114
95-01	6% ILO FRANCHISE FEE	109166	109166.00	100	1309948	1309948.00	100	.00	1309948	.00	100
95 **	NONOPERATING	109166	109166.00	100	1309948	1309948.00	100	.00	1309948	.00	100
FUND 421	TOTAL ********* WATER/SEWER FUND	9577023	9265436.93	97	67861138	57544829.28	85	4536556.58	67861138	5779752.14	92
GRAND	TOTAL *********	9577023	9265436.93	97	67861138	57544829.28	85	4536556.58	67861138	5779752.14	92

FY 2020 Budget by Classification Report - Summary Listing

9/30/2020

Target for September 2020 is 100%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 1,747,692		$ 1,685,886	$ 61,806	96%
CHARGES FOR SERVICES	$ -		$ (5,832)	$ 5,832	0%
INTERGOVERNMENTAL/GRANT	$ 67,189		$ 67,189	$ -	100%
MISCELLANEOUS	$ -		$ (4,039)	$ 4,039	
OTHER SOURCES (NON-REVENUE)	$ 196,661		$ -	$ 196,661	0%
REVENUE TOTALS	**$ 2,011,542**	**$ -**	**$ 1,743,205**	**$ 268,337**	**87%**
EXPENSE					
SALARIES AND BENEFITS	$ 544,229	$ -	$ 466,933	$ 77,296	86%
OPERATING EXPENDITURES	$ 925,181	$ 123,473	$ 785,713	$ 15,995	98%
CAPITAL OUTLAY	$ 542,132	$ 46,673	$ 143,583	$ 351,876	35%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 2,011,542**	**$ 170,146**	**$ 1,396,229**	**$ 445,167**	**78%**
REVENUE TOTALS	**$ 2,011,542**	**$ -**	**$ 1,743,205**	**$ 268,337**	**87%**
EXPENSE TOTALS	**$ 2,011,542**	**$ 170,146**	**$ 1,396,229**	**$ 445,167**	**78%**
	$ -	**$ (170,146)**	**$ 346,976**	**$ (176,830)**	

*Stormwater Assessment Revenues come in November-March

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	CHARGES FOR PUBLIC SVCS	145,641	.00		1,747,692	1,573,902.70	90	1,747,692	173,789.30
23 02	DELINQUENT TAX	0	.00		0	823.79		0	823.79-
23 03	PENALTIES	0	.00		0	1,250.11		0	1,250.11-
23 04	TAX CERTIFICATES	0	.00		0	109,909.47		0	109,909.47-
23 *	STORMWATER	145,641	.00		1,747,692	1,685,886.07	97	1,747,692	61,805.93
325 **	SPECIAL ASSESSMENT	145,641	.00		1,747,692	1,685,886.07	97	1,747,692	61,805.93
320 ***	OTHER PERMITS & FEES	145,641	.00		1,747,692	1,685,886.07	97	1,747,692	61,805.93
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 02	CHURCH STREET BAFFLE BOX	13,437	.00		67,189	67,189.00	100	67,189	.00
338 **	SHARED REVENUE LOCAL UNIT	13,437	.00		67,189	67,189.00	100	67,189	.00
330 ***	INTERGOVERNMENTAL REVENUE	13,437	.00		67,189	67,189.00	100	67,189	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	9.11-		0	5,831.56-		0	5,831.56
91 *	STORMWATER FEES	0	9.11-		0	5,831.56-		0	5,831.56
343 **	PHYSICAL ENVIRONMENT	0	9.11-		0	5,831.56-		0	5,831.56
340 ***	CHARGES FOR SERVICES	0	9.11-		0	5,831.56-		0	5,831.56
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	369.22		0	5,570.42		0	5,570.42-
10 10	SBA	0	1.09		0	47.23		0	47.23-
10 *	INTEREST	0	370.31		0	5,617.65		0	5,617.65-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	0	370.31		0	5,617.65		0	5,617.65-

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	10,700.44-		0	10,700.44-		0	10,700.44
364 **	DISPOSITION FIXED ASSETS	0	10,700.44-		0	10,700.44-		0	10,700.44
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	1,043.98		0	1,043.98-
369 **	OTHER MISC REVENUES	0	.00		0	1,043.98		0	1,043.98-
360 ***	MISCELLANEOUS REVENUES	0	10,330.13-		0	4,038.81-		0	4,038.81
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 50	FUND BAL-APPROP. RESERVES	17,881	.00		196,661	.00		196,661	196,661.00
99 *	BALANCE FORWARD	17,881	.00		196,661	.00		196,661	196,661.00
389 **	NON OPERATING SOURCES	17,881	.00		196,661	.00		196,661	196,661.00
380 ***	OTHER SOURCES(NON-REV)	17,881	.00		196,661	.00		196,661	196,661.00
FUND TOTAL	STORMWATER UTILITY	176,959	10,339.24-	6	2,011,542	1,743,204.70	87	2,011,542	268,337.30

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	27659	31378.40	113	331820	291042.37	88	.00	331820	40777.63	88
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	877	.00	0	10480	.00	0	.00	10480	10480.00	0
12 **	REGULAR SALARIES & WAGES	28536	31378.40	110	342300	291042.37	85	.00	342300	51257.63	85
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	276	1092.32	396	3235	5238.29	162	.00	3235	2003.29-	162
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	276	1092.32	396	3235	5238.29	162	.00	3235	2003.29-	162
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	50	.00	0	600	720.00	120	.00	600	120.00-	120
20 **	CLOTHING/SHOE ALLOWANCE	50	.00	0	600	720.00	120	.00	600	120.00-	120
21-00	FICA TAXES	2102	2439.11	116	25158	22349.52	89	.00	25158	2808.48	89
21 **	FICA TAXES	2102	2439.11	116	25158	22349.52	89	.00	25158	2808.48	89
22-00	RETIREMENT CONTRIBUTIONS	2365	3247.07	137	28369	26349.06	93	.00	28369	2019.94	93
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2365	3247.07	137	28369	26349.06	93	.00	28369	2019.94	93
23-00	LIFE/HEALTH INSURANCE	579	604.81	105	6871	5870.08	85	.00	6871	1000.92	85
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	7382	7363.04	100	88507	68344.03	77	.00	88507	20162.97	77
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	7961	7967.85	100	95378	74214.11	78	.00	95378	21163.89	78
24-00	WORKER'S COMPENSATION	3700	4159.35	112	44389	42160.90	95	.00	44389	2228.10	95
24 **	WORKER'S COMPENSATION	3700	4159.35	112	44389	42160.90	95	.00	44389	2228.10	95

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	558.44	140	4800	4858.44	101	.00	4800	58.44-	101
27 **	BENEFIT OFFSET	400	558.44	140	4800	4858.44	101	.00	4800	58.44-	101
31-00	PROFESSIONAL SERVICES	8692	21283.50	245	85455	69325.40	81	15172.90	85455	956.70	99
31-01	LEGAL EXPENSES	49	.00	0	500	325.10	65	.00	500	174.90	65
31-33	EMPLOYEE HEALTH CENTER	554	589.88	107	6615	5859.60	89	755.40	6615	.00	100
31 **	PROFESSIONAL SERVICES	9295	21873.38	235	92570	75510.10	82	15928.30	92570	1131.60	99
34-00	CONTRACT SERVICES	5660	.00	0	48203	44249.18	92	3768.28	48203	185.54	100
34-10	COST OF GENERAL FUND SVCS	14355	14355.00	100	172205	172205.00	100	.00	172205	.00	100
34 **	CONTRACT SERVICES	20015	14355.00	72	220408	216454.18	98	3768.28	220408	185.54	100
39-00	CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
40-00	TRAVEL & PER DIEM	243	.00	0	2850	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	243	.00	0	2850	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	186	.00	0	2232	1783.33	80	448.67	2232	.00	100
41 **	COMMUNICATION	186	.00	0	2232	1783.33	80	448.67	2232	.00	100
42-00	POSTAGE & FREIGHT	49	.00	0	500	61.55	12	.00	500	438.45	12
42 **	POSTAGE & FREIGHT	49	.00	0	500	61.55	12	.00	500	438.45	12
43-00	ELECTRIC/WATER/SEWER	1794	1137.96	63	15914	9417.63	59	7363.07	15914	866.70-	105
43 **	ELECTRIC/WATER/SEWER	1794	1137.96	63	15914	9417.63	59	7363.07	15914	866.70-	105
44-00	RENTALS AND LEASES	454-	.00	0	500	.00	0	.00	500	500.00	0
44 **	RENTALS AND LEASES	454-	.00	0	500	.00	0	.00	500	500.00	0
45-00	INSURANCE	819	.00	0	9828	7509.95	76	.00	9828	2318.05	76
45 **	INSURANCE	819	.00	0	9828	7509.95	76	.00	9828	2318.05	76

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	52604	137536.88	262	482110	378510.65	79	94325.58	482110	9273.77	98
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	10438	1339.01	13	50666	42157.15	83	.00	50666	8508.85	83
46-15	INSURED VEHICLE ACCIDENT	49	.00	0	500	.00	0	.00	500	500.00	0
46 **	REPAIRS & MAINTENANCE	63091	138875.89	220	533276	420667.80	79	94325.58	533276	18282.62	97
47-00	PRINTING & BINDING	87	.00	0	1000	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	87	.00	0	1000	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	375	.00	0	2979	2878.46	97	100.00	2979	.54	100
49-07	BAD DEBT EXPENSE	0	7787.01	0	0	5851.32	0	.00	0	5851.32-	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	375	7787.01	2077	2979	8729.78	293	100.00	2979	5850.78-	296
51-00	OFFICE SUPPLIES	49	.00	0	500	88.35	18	.00	500	411.65	18
51 **	OFFICE SUPPLIES	49	.00	0	500	88.35	18	.00	500	411.65	18
52-00	OPERATING SUPPLIES	1016	183.96	18	12181	11889.79	98	440.27	12181	149.06-	101
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	624	3938.93	631	23033	18449.19	80	.00	23033	4583.81	80
52-33	EMPLOYEE HEALTH CENTER	280	233.40	83	3360	2260.72	67	1099.28	3360	.00	100
52 **	OPERATING SUPPLIES	1920	4356.29	227	38574	32599.70	85	1539.55	38574	4434.75	89
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	68	.00	0	750	716.12	96	.00	750	33.88	96
54 **	MEMBERSHIP/PUBLICATIONS	68	.00	0	750	716.12	96	.00	750	33.88	96
55-00	TRAINING	212	650.00	307	2500	1195.00	48	.00	2500	1305.00	48
55 **	TRAINING	212	650.00	307	2500	1195.00	48	.00	2500	1305.00	48
56-15	IT-RELATED OPERATING EXP	74	.00	0	800	546.83	68	.00	800	253.17	68

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56 **	TECHNOLOGY SYSTEMS	74	.00	0	800	546.83	68	.00	800	253.17	68
59-00	DEPRECIATION	0	10432.40	0	0	10432.40	0	.00	0	10432.40-	0
59 **	DEPRECIATION	0	10432.40	0	0	10432.40	0	.00	0	10432.40-	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	11360	7276.05	64	272100	143583.38	53	46672.67	272100	81843.95	70
63 **	INFRASTRUCTURE	11360	7276.05	64	272100	143583.38	53	46672.67	272100	81843.95	70
64-00	MACHINERY & EQUIPMENT	22510	.00	0	270032	269882.00	100	.00	270032	150.00	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	22510	.00	0	270032	269882.00	100	.00	270032	150.00	100
69-99	PROPRIETARY FUND	0	269882.00-	0	0	269882.00-	0	.00	0	269882.00	0
69 **	CONTRA FIXED ASSET	0	269882.00-	0	0	269882.00-	0	.00	0	269882.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	177083	12295.48-	7-	2011542	1396228.79	69	170146.12	2011542	445167.09	78
GRAND	TOTAL *********	177083	12295.48-	7-	2011542	1396228.79	69	170146.12	2011542	445167.09	78

FY 2020 Budget by Classification Report - Summary Listing

9/30/2020

Target for September 2020 is 100%

FUND 426 - WATER/SEWER CAPITAL PROJECTS 2018B

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
MISCELLANEOUS (INTEREST)	$ -	$ -	$ 316,661	$ (316,661)	100%
OTHER SOURCES (NON-REVENUE)	$ 41,527,660			$ 41,527,660	0%
REVENUE TOTALS	**$ 41,527,660**	**$ -**	**$ 316,661**	**$ 41,210,999**	**1%**
EXPENSE					
OPERATING EXPENDITURES	$ -	$ -	$ 148	$ (148)	0%
CAPITAL OUTLAY	$ 41,527,660	$ 21,196,183	$ 5,114,566	$ 15,216,911	63%
p	**$ 41,527,660**	**$ 21,196,183**	**$ 5,114,714**	**$ 15,216,763**	**63%**
REVENUE TOTALS	**$ 41,527,660**	**$ -**	**$ 316,661**	**$ 41,210,999**	**1%**
p	**$ 41,527,660**	**$ 21,196,183**	**$ 5,114,714**	**$ 15,216,763**	**63%**
	$ -	**$ (21,196,183)**	**$ (4,798,052)**	**$ 25,994,235**	

FUND 426 WS CPTL PROJ 2018B

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	4,253.68		0	7,084.33		0	7,084.33-
10 02	INVESTMENT INTEREST	0	4,746.73		0	296,167.12		0	296,167.12-
10 *	INTEREST	0	9,000.41		0	303,251.45		0	303,251.45-
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	13,409.89		0	13,409.89-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	13,409.89		0	13,409.89-
361 **	INTEREST & OTHER EARNINGS	0	9,000.41		0	316,661.34		0	316,661.34-
360 ***	MISCELLANEOUS REVENUES	0	9,000.41		0	316,661.34	✓	0	316,661.34-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 50	FUND BAL-APPROP. RESERVES	3,631,199	.00		41,527,660	.00		41,527,660	41,527,660.00
99 *	BALANCE FORWARD	3,631,199	.00		41,527,660	.00		41,527,660	41,527,660.00
389 **	NON OPERATING SOURCES	3,631,199	.00		41,527,660	.00		41,527,660	41,527,660.00
380 ***	OTHER SOURCES(NON-REV)	3,631,199	.00		41,527,660	.00		41,527,660 ✓	41,527,660.00
FUND TOTAL	WS CPTL PROJ 2018B	3,631,199	9,000.41		41,527,660	316,661.34 ✓	1	41,527,660 ✓	41,210,998.66 ✓

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 426
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 426 WS CPTL PROJ 2018B

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	MONTH-TO-DATE %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-00	PROFESSIONAL SERVICES	0	.00	0	0	147.81	0	.00	0	147.81-	0
31 **	PROFESSIONAL SERVICES	0	.00	0	0	147.81	0	.00	0	147.81-	0
49-00	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	1050916	103855.68	10	6305506	130855.68	2	6174650.32	6305506	.00	100
62 **	BUILDINGS	1050916	103855.68	10	6305506	130855.68	2	6174650.32	6305506	.00	100
63-00	INFRASTRUCTURE	2289278	1361526.14	60	33476189	4946937.24	15	13312341.32	33476189	15216910.44	55
63 **	INFRASTRUCTURE	2289278	1361526.14	60	33476189	4946937.24	15	13312341.32	33476189	15216910.44	55
64-00	MACHINERY & EQUIPMENT	290995	.00	0	1745965	36773.19	2	1709191.17	1745965	.64	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	290995	.00	0	1745965	36773.19	2	1709191.17	1745965	.64	100
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 426	TOTAL *********										
	WS CPTL PROJ 2018B	3631189	1465381.82	40	41527660	5114713.92	12	21196182.81	41527660	15216763.27	63
GRAND	TOTAL *********										
		3631189	1465381.82	40	41527660	5114713.92	12	21196182.81	41527660	15216763.27	63

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-709

File ID:	20-709	**Type:**	Informational Item	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	10/12/2020
Subject:				**Final Action:**	

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

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	September 2020 Contingency Report.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

FY2020 Change Orders - CM authorized to execute

applied to contingency | as of: 9/30/2020

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY19 Cum.	FY20 Cum.	FY2020 Expenditures	FY2019 Expenditures
PW20PS											
Op. Rev.		293,207.55	6/10/2020	2020-167							
Project Manager: Abigail Morgan		26,655.23	contingency and other costs authorized								
account #	001-3510-541.46-00	266,552.32	exp authorized before contingency				Cumulative	FY19 cum	FY20 cum		
	Asphalt Paving			FY2020	41013	266,552.32	$ 266,552.32		$ 266,552.32	$ 251,552.31	
	Contractor PO# PO# 76665										
		26,655	**^contingency balance-->(And other costs)**								
PW20SW											
Op. Rev.		195,928.62	4/8/2020	2020-138							
Project Manager: Frank Mirabito		8,833.00	contingency and other costs authorized								
account #	001-3510-541.63-04	187,095.62	exp authorized before contingency				Cumulative	FY19 cum	FY20 cum		
	Parkit Construction, Inc.			FY2020	40686	187,095.62	$ 181,941.32		$ 181,941.32	$ 70,590.82	
	Contractor PO# PO# 76438			CO#1	41170	(19,230.30)					
				CO#2	41314	14,076.00					
		8,833	**^contingency balance-->(And other costs)**								
SW20RC											
Op. Rev.		217,415.00	4/8/2020	2020-135							
Project Manager: Abigail Morgan		19,765.00	contingency and other costs authorized								
account #	423-3570-538.46-00	197,650.00	exp authorized before contingency				Cumulative	FY19 cum	FY20 cum		
	C&D Construction			FY2020	40824	197,650.00	$ 217,095.00		$ 217,095.00	$ 124,519.50	
	Contractor PO# PO# 76547		*CO#1*	FY2020	41417	19,445.00					
		320	**^contingency balance-->(And other costs)**								
WS19MH											
Op. Rev.		399,028.00	3/25/2020	2020-129							
Project Manager:		36,275.00	contingency and other costs authorized								
account #	421-4125-536.46-00	362,753.00	exp authorized before contingency				Cumulative	FY19 cum	FY20 cum		
	VacVision Environmental LLC/Vortex			FY2020	40623	362,753.00	$ 362,753.00		$ 362,753.00	$ 292,761.63	
z	**Contractor PO# PO# 76370**										
		36,275	**^contingency balance-->(And other costs)**								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY19 Cum.	FY20 Cum.	FY2020 Expenditures	FY2019 Expenditures
CP1504	Dr. Joe Lee Smith Center										
Op. Rev.		4,839,571.00	1/9/2019 & 6/12/2019	2019-004 & 2019-052							
Project Manager: Gary Palmer		289,558.00	contingency authorized								
account #	301-3580-519.62-00	4,550,013.00	exp authorized before contingency				Cumulative	FY19 cum	FY20 cum		
	W & J Construction		*FY 19 PO ISSUE*	FY2019	37879	170,144.00	$ 4,738,067.05	$ 4,379,869.00	$ 4,738,067.05	$ 4,121,932.61	$ 616,134.43
	Contractor PO# 74150		CO#1	FY2020	38708	4,379,869.00					
			CO#5		40319	79,892.29					
			CO#6		40770	38,461.37					
			CO#7		40826	43,262.70					
			CO#8		41332	26,437.69					
		101,504	**^contingency balance-->**								
WS1001	Industrial Park Pump Station										
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138							
Project Manager Utilities		444,500.00	10% contingency authorized			63-00					
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY19 cum	FY20 cum		
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00				
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41				
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91				
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53				
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91	v			
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98	v			
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09	v			
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09				
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47				
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12				
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12				
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32				
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98				
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83				
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97				
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97				
							4,667,012.97				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28				
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58				
					34893	9,984.39	$ 4,667,012.97				
			PO#73686	FY2019		1,000.00					
		209,868	^contingency balance-->								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY19 Cum.	FY20 Cum.	FY2020 Expenditures	FY2019 Expenditures
WS1222	BNR Process Improvements										
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083							
account #421-4120-536.63-00 + 64-00		603,099.13	contingency authorized								
		2,753,375.93	constr' exp authorized before contingency								
				2018-083							
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037							
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order								
		76,000	Emergency Task Order authorized ($76k before task order contingency)			63-00	64-00	Cumulative	FY19 cum	FY20 cum	FY19
Brandes Design-Build, Inc. FY2013 PO# 62086											
Bid No. B-13-11-COC											
Brandes Design-Build, Inc. FY2014 PO# 62605				FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00	$ 98,983.65		
Brandes Design-Build, Inc. FY2015 PO# 64940			FY13 Year-End PO Liquidation			(1,200,550.00)	(1,528,450.00)		$ 98,983.65		
			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00			
Brandes Design-Build, Inc. FY2016 PO# 67346			CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29			
CDM Smith FY2016 PO# 67329 + 67528 + 67529			FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73			
JoBear Contracting FY2016 PO# 68561			FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29			
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29			
					26917	10,200.00		2,823,016.29			
Brandes FY2017 PO# 69615 / FY2018 PO#71959			CO #3 Cable Tray		27079	5,978.14		2,828,994.43			
			CO #4 to Remove Sludge		27209	10,000.00		2,838,994.43			
CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534			*FY15 Year End PO Liquidation*			(79,836.05)		2,759,158.38			
			FY16 PO Issue	FY2016	29212	79,836.05		2,838,994.43			
					29249	32,800.00		2,871,794.43			
			CO#1		29329	(5,000.00)		2,866,794.43			
			CO#2		29212	4,151.50		2,870,945.93			
			CO#3		29905	5,327.32		2,876,273.25			
			CO#4		30046	(5,327.32)		2,870,945.93			
			Jobear P.O. 68561		30751	100,378.50		2,971,324.43			
			FY16 Liquidated		30751	(83,785.50)		2,887,538.93			
SISCO FY2016 PO# 68047			SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16		2,892,624.09			
			FY16 Year End PO Liquidation			(34,482.06)		2,858,142.03			
			FY17PO#69615 Brandes	FY2017	31932	33,812.06		2,891,954.09	-		
			PO# 69522 CDM Smith		31954	670.00		2,892,624.09	84,072.06		
			PO# 69522 CDM Smith		32776	13,250.00		2,905,874.09	84,072.06		
						(33,812.06)		2,872,062.03	84,072.06		
						(13.25)		2,872,048.78			
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25		2,872,062.03			
			CO#1 PO#69522 CDM Smith		34650	36,340.00		2,908,402.03	1		
			CO#2 CDM SMITH		34520	86,975.40					
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06		$ 2,942,214.09			
			CO#1		36547	11,430.00		$ 2,953,644.09	$ 11,430.00		
Maxwell Contracting, Inc. FY2015 PO#066365			Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		$ 76,000.00			
Emergency - compromise of existing expansion joint						this portion is complete; project is incomplete					
		341,480	^contingency balance--> for Brandes Design-Build								
		10,000	^contingency balance--> for Maxwell Contracting								

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 20-710

File ID:	20-710	**Type:**	Informational Item	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	10/12/2020
Subject:				**Final Action:**	

Title: FY 2020 Budget Adjustment Report

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	September FY 2020 EXPENSE Budget Tracking Worksheet.pdf, September FY 2020 REVENUE Budget Tracking Worksheet.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

FY 2020 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 9/30/2020

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
02/14/20	001-1000-511.40-00	(50)	FL LOC BUDGET NEEDED		1867
	001-1000-511.54-00	50			
08/12/20	001-1000-511.40-00	(4,000)	CITY FYI NEWS MAILINGS RES # 2020-188		4123
	001-1000-511.42-00	4,000			
2	Budget Amendments/Transfers			Division 1000 Total $0	
1100 - CITY MANAGER'S OFFICE					
12/30/19	001-1100-512.41-00	433	CITY MANAGER'S AIR CARD WAS NOT BUDGETED		1207
02/14/20	001-1100-512.49-00	(168)	ADOBE CLOUD RENEWAL CM OFFICE		1867
	001-1100-512.54-00	168			
02/26/20	001-1100-512.48-00	(15,000)	Survey for StrategicPlan Resolution 2020-121		2039
	001-1100-512.31-00	20,000			
04/08/20	001-1100-512.24-00	297	PAYOUTS-CM TERM 2020-130		2578
	001-1100-512.21-00	8,831			
	001-1100-512.22-03	10,130			
	001-1100-512.22-00	11,659			
	001-1100-512.12-00	72,559			
	001-1100-512.12-12	133,557			
04/22/20	001-1100-512.40-00	3,500	CM RECRUITMENT BUDGET R 2020-139		2738
	001-1100-512.31-00	17,500			
05/27/20	001-1100-512.55-00	(3,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF		3267
08/12/20	001-1100-512.46-00	6	ADDL BUDGET CM OFFICE ACCOUNTS		4123
	001-1100-512.51-00	23			
	001-1100-512.54-00	100			
	001-1100-512.49-00	(25,000)	CORR ACC - PROMO EXP RES # 2020-188		4123
	001-1100-512.48-00	25,000			
	001-1100-512.12-00	(10)	RCLS CM OFFICE BUDGET RES # 2020-188		4123
	001-1100-512.52-00	(129)	RCLS CM OFFICE BUDGET RES # 2020-188		4123
	001-1100-512.14-00	10			
09/16/20	001-1100-512.12-00	(5,719)	IT PAYROLL ADJUSTMENT		4510
	001-1100-512.22-00	(1,201)			
	001-1100-512.23-04	(1,090)			
	001-1100-512.21-00	(501)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
09/16/20	001-1100-512.55-00	(250)	MERCER GROUP REQ		4510
	001-1100-512.31-00	250			
12	Budget Amendments/Transfers		Division 1100 Total	$251,955	
1103 - INFORMATION TECHNOLOGY					
11/22/19	001-1103-516.64-15	27,402	PO 74683 / EMPIRE COMP FY20 PO ROLLOVER		722
	001-1103-516.42-00	125	PO 75059 / GRANICUS FY20 PO ROLLOVER		722
	001-1103-516.52-00	4,375			
	001-1103-516.46-00	9,100	PO 75119 / CDW GOV INC FY20 PO ROLLOVER		722
	001-1103-516.52-00	21,079	PO 75131 / KRONOS FY20 PO ROLLOVER		722
12/30/19	001-1103-516.41-00	(433)	CITY MANAGER'S AIR CARD WAS NOT BUDGETED		1207
03/17/20	001-1103-516.63-00	(60,000)	Assign AB Project Numbers		2283
	001-1103-516.64-15	(60,000)			
	001-1103-516.63-00	60,000			
	001-1103-516.64-15	60,000			
05/11/20	001-1103-516.31-00	(232)	CORR AT&T BILL ERROR		2962
	001-1103-516.41-00	232			
05/27/20	001-1103-516.31-00	(59,945)	PRCHSE DATRIUM DATA NODES		3269
	001-1103-516.56-15	18,076			
	001-1103-516.64-15	41,869			
06/01/20	001-1103-516.64-15	(37,091)	COVID - CITY WIFI UPGRADE		3303
	001-1103-516.46-00	(9,248)			
06/10/20	001-1103-516.31-00	(65,000)	CH AND PD SERVER REPLACE		3349
	001-1103-516.46-00	5,478			
	001-1103-516.52-00	15,252			
	001-1103-516.64-15	44,270			
08/12/20	001-1103-516.31-00	(121,000)	RECL ERP RFP BUDGET INFO TECH - RES #2020-190		4119
09/16/20	001-1103-516.24-00	50	IT PAYROLL ADJUSTMENT		4510
	001-1103-516.21-00	501			
	001-1103-516.23-00	1,090			
	001-1103-516.22-00	1,201			
	001-1103-516.12-12	2,669			
	001-1103-516.13-00	3,000			
12	Budget Amendments/Transfers		Division 1103 Total	($97,180)	
1190 - LEISURE SERVICES					
12/30/19	001-1190-574.34-00	(500)	PUMPKINS - 2019 FALL FEST		1207
	001-1190-574.48-00	500			
08/12/20	001-1190-574.15-00	(1,900)	ADD WORKERS COMP RES # 2020-188		4123
	001-1190-574.24-00	1,900			
09/16/20	001-1190-574.56-15	(4,300)	LEISURE SVCS OPER XFR		4510
	001-1190-574.52-00	4,300			
3	Budget Amendments/Transfers		Division 1190 Total	$0	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1500 - FINANCE GENERAL ACCOUNTNG					
05/27/20	001-1500-513.40-00	(1,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF		3267
	001-1500-513.55-00	(1,000)			
08/12/20	001-1500-513.13-00	(14,430)	ACCRUALS / PRINTER SVC BDGT AWRD / RES# 2020-188		4123
	001-1500-513.51-00	(1,045)			
	001-1500-513.47-00	171			
	001-1500-513.52-00	189			
	001-1500-513.49-00	305			
	001-1500-513.46-00	380			
	001-1500-513.12-12	14,430			
2	Budget Amendments/Transfers		Division 1500 Total	($2,000)	
1505 - PURCHASING					
05/27/20	001-1505-513.40-00	(1,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF		3267
08/12/20	001-1505-513.12-00	(2,201)	PCARD COORD ACCRUALS OVERTIME / VENDOR LINK		4123
	001-1505-513.49-00	13			
	001-1505-513.14-00	88			
	001-1505-513.56-15	1,500			
	001-1505-513.12-12	2,100			
2	Budget Amendments/Transfers		Division 1505 Total	$500	
1510 - FINANCE UTILITY ACCOUNTNG					
03/17/20	001-1510-536.64-15	(41,127)	Assign AB Project Numbers		2283
	001-1510-536.64-15	41,127			
08/12/20	001-1510-536.52-00	62	ADDL BUDGET		4123
	001-1510-536.54-00	90			
	001-1510-536.41-00	150			
	001-1510-536.12-00	(3,949)	CSR / RECEPTION ACCRUALS		4123
	001-1510-536.12-12	3,349			
	001-1510-536.34-00	(15,000)	INSTLL SECURE PAYMNT BOX FOR UTILITY PAYMENTS		4123
	001-1510-536.64-15	15,000			
	001-1510-536.56-15	(1,500)	PCARD COORD ACCRUALS OVERTIME / VENDOR LINK		4123
	001-1510-536.51-00	(302)	RCLS BUDGET		4123
	001-1510-536.15-00	600	SPANISH FLUENCY / CALL ID		4123
7	Budget Amendments/Transfers		Division 1510 Total	($1,500)	
1600 - GENERAL OPERATIONS					
11/13/19	001-1600-513.39-00	(11,983)	ADD POLICE HYBRID PWR TRN TO 6 NEW PD INTERCEPTORS		635
11/22/19	001-1600-513.31-00	5,775	PO 73903 / INTEGRITY PUB FY20 PO ROLLOVER		722
	001-1600-513.31-00	2,840	PO 75129 / SUPERION LLC FY20 PO ROLLOVER		722
12/11/19	001-1600-513.39-00	(47,000)	LABOR GRIEVIANCE SETTLMNT AGENDA 19-611 12/11/19		1098
	001-1600-513.49-00	47,000			
	001-1600-513.39-00	(19,937)	SEC 108 LOAN SUBSIDY FEE JOE LEE SMITH CTR CONST		1106
	001-1600-581.91-08	19,937			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
12/30/19	001-1600-513.49-00	(1,760)	MR INVOICE CHANGE "TOTAL DUE" WHEN PRINTED	1207
	001-1600-513.34-00	1,760		
01/09/20	001-1600-513.31-00	(1,500)	ADD FNDS FOR FLEET MAINT NOT BUDGTD	1349
	001-1600-513.46-03	1,500		
	001-1600-513.31-01	(435,973)	CORR ACCT # FOR LEGAL EXPENSES / CITY ATTORNEY	1347
	001-1600-514.31-01	435,973		
	001-1600-513.23-00	(441,812)	CORR ACCT # FOR RETIREE INSURANCE	1348
	001-1600-513.23-02	441,812		
01/22/20	001-1600-581.91-32	36,849	INC FND / RVRFRNT PROM RES 2020-176 / CC 1/22/20	3752
01/24/20	001-1600-513.39-00	(5,969)	ADD FNDS ARBITRAGE PO 75815 / INTEGRITY FIN	1554
	001-1600-513.31-00	2,494		
	001-1600-513.31-00	3,475		
	001-1600-513.31-00	(2,840)	CORR ACCT # FOR PO 75129 SUPERION / PO TEMPLATE	1553
	001-1600-513.34-00	2,840		
	001-1600-513.39-00	(1,865)	CORR NEG BAL IN ACCT FROM BA20-013T / PO 75968	1553
	001-1600-513.49-00	1,865		
	001-1600-513.39-00	(40,000)	FULL COST OF FY 19 AUDIT	1555
	001-1600-513.32-00	40,000	FULL COST OF FY19 AUDIT	1555
02/14/20	001-1600-513.31-00	(4,000)	COVER COST OF AEDU BREAKFAST	1867
02/26/20	001-1600-513.31-00	(5,000)	Survey for StrategicPlan Resolution 2020-121	2039
03/17/20	001-1600-513.31-33	(188,528)	Assign AB Project Numbers	2283
	001-1600-513.52-33	(95,760)		
	001-1600-513.48-00	(900)		
	001-1600-513.48-00	900		
	001-1600-513.52-33	95,760		
	001-1600-513.31-33	188,528		
04/01/20	001-1600-581.91-30	191,171	SEAWALL TIEBACKS RVRFRNT	2476
04/22/20	001-1600-513.39-00	(21,000)	CM RECRUITMENT BUDGET R 2020-139	2738
05/27/20	001-1600-513.31-00	(15,000)	COVID / CITY MANAGEMENT RETREAT CANCELLED	3270
	001-1600-513.31-00	(50,000)	COVID / IT SECURITY STUDY CANCELLED	3270
	001-1600-513.13-00	(7,875)	COVID / SUMMER YOUTH PROGRAM CANCELLED	3270
	001-1600-513.21-00	(605)		
	001-1600-513.24-00	(310)		
06/10/20	001-1600-513.39-00	(52,000)	GEOTECH SVCS / BLDG OFF	3350
07/22/20	001-1600-513.42-00	999	CHAMBER SOUND SYST UPGR RES # 2020-178	3862
	001-1600-513.55-00	1,140		
	001-1600-513.31-00	31,725		
	001-1600-513.52-00	40,833		
08/12/20	001-1600-513.31-02	(1,920)	BENTEK API SOFTWARE	4123
	001-1600-513.56-15	1,920		
	001-1600-513.22-00	(171,101)	CORR GEN RET CONTRIB RES # 2020-188	4123
	001-1600-513.52-30	224		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/12/20	001-1600-513.39-00	(20,000)	PINEDA ST ANALYSIS US 1 LIGHT POLE REPLACE		4123
	001-1600-513.31-00	121,000	RECL ERP RFP BUDGET INFO TECH - RES #2020-190		4119
09/16/20	001-1600-513.23-02	(860)	GEN INS QTRLY BILL		4510
	001-1600-513.45-00	860			
30	Budget Amendments/Transfers		Division 1600 Total	$73,682	
1601 - EMERGENCY/DISASTER SVS					
11/22/19	001-1601-525.34-00	32,000	PO 73904 / EAST C FL PLAN FY20 PO ROLLOVER		722
06/01/20	001-1601-525.46-00	2,682	COVID - CITY WIFI UPGRADE		3303
	001-1601-525.56-15	5,965			
	001-1601-525.56-15	37,692			
06/10/20	001-1601-525.34-00	46,410	COVID / INCREASED MOWING COST / NO INMATE CREWS		3351
3	Budget Amendments/Transfers		Division 1601 Total	$124,749	
1801 - HUMAN RESOURCES					
05/27/20	001-1801-513.13-00	(2,400)	COVID / HR INTERN POSITION FROZEN		3270
	001-1801-513.21-00	(184)			
	001-1801-513.24-00	(5)			
08/12/20	001-1801-513.12-00	(820)	HR TECH / SR HR COORD ACCURALS		4123
	001-1801-513.12-12	820			
2	Budget Amendments/Transfers		Division 1801 Total	($2,589)	
1805 - CITY CLERK					
08/12/20	001-1805-513.13-00	(193)	RECORD SEC P/T ACCRUALS		4123
	001-1805-513.12-12	193			
1	Budget Amendments/Transfers		Division 1805 Total	$0	
2100 - POLICE ADMIN/OPERATIONS					
10/09/19	001-2100-521.31-00	50,000	BA #20-001-A - PLANNING SVCS FOR COCOA PD		238
10/23/19	001-2100-521.52-11	22,166	BA #02-002-A - ACCEPT JAG GRANT FOR PD FOR FY20		312
	001-2100-521.52-12	10,507	BA #02-003-A - ACCEPT BVP GRANT FOR PD FOR FY20		312
	001-2100-521.52-00	(12,951)	BA #20-004-P - MOVE GRANT MATCH BUDGET TO NEW ACCT		313
	001-2100-521.52-00	15,389			
11/13/19	001-2100-521.64-00	11,983	ADD POLICE HYBRID PWR TRN TO 6 NEW PD INTERCEPTORS		635
11/22/19	001-2100-521.42-00	25	PO 74134 / ONE BEAT CPR FY20 PO ROLLOVER		722
	001-2100-521.52-00	7,700			
	001-2100-521.64-00	6,164	PO 74411 / DANA SAFETY FY20 PO ROLLOVER		722
12/30/19	001-2100-521.52-00	(15,389)	CORR BAF 20-004 CORR ACCT #		1207
	001-2100-521.52-12	15,389			
01/09/20	001-2100-521.46-00	(933)	JAG GRANT COSTS INCREASED PO 75782 / EMPIRE COMP		1349
	001-2100-521.52-11	933			
	001-2100-521.56-15	(3,000)	VOCA GRANT / CORR PROJ # FOR FY20 GRANT MATCH		1345
	001-2100-521.52-00	(2,926)			
	001-2100-521.51-00	(2,000)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
01/09/20	001-2100-521.41-00	(1,580)	VOCA GRANT / CORR PROJ # FOR FY20 GRANT MATCH	1345
	001-2100-521.47-00	(1,157)		
	001-2100-521.47-00	1,157		
	001-2100-521.41-00	1,580		
	001-2100-521.51-00	2,000		
	001-2100-521.52-13	2,926		
	001-2100-521.56-15	3,000		
02/14/20	001-2100-521.46-00	(54)	SHIPPING CHARGES PO 75808 JAG GRANT	1867
	001-2100-521.52-11	54		
03/09/20	001-2100-521.12-00	(41,431)	ADD FNDS TO MEET BDGTD PAYROLL TOTALS FY20	2153
	001-2100-521.46-00	(2,507)		
	001-2100-521.49-00	2,507		
03/17/20	001-2100-521.64-00	(255,774)	Assign AB Project Numbers	2283
	001-2100-521.44-00	(54,222)		
	001-2100-521.56-15	(54,100)		
	001-2100-521.64-00	(39,973)		
	001-2100-521.52-00	(33,087)		
	001-2100-521.34-00	(28,625)		
	001-2100-521.52-00	(26,150)		
	001-2100-521.52-00	(20,714)		
	001-2100-521.49-21	(20,000)		
	001-2100-521.56-15	(15,050)		
	001-2100-521.52-00	(12,951)		
	001-2100-521.52-00	(12,500)		
	001-2100-521.44-00	(11,670)		
	001-2100-521.44-00	(11,520)		
	001-2100-521.52-00	(10,265)		
	001-2100-521.52-00	(10,254)		
	001-2100-521.52-00	(10,128)		
	001-2100-521.44-00	(7,500)		
	001-2100-521.52-00	(7,443)		
	001-2100-521.52-00	(7,172)		
	001-2100-521.46-00	(5,224)		
	001-2100-521.64-15	(5,000)		
	001-2100-521.52-00	(4,700)		
	001-2100-521.52-00	(4,605)		
	001-2100-521.46-00	(4,400)		
	001-2100-521.46-00	(4,300)		
	001-2100-521.52-00	(4,000)		
	001-2100-521.40-00	(3,987)		
	001-2100-521.52-00	(3,601)		
	001-2100-521.56-15	(3,000)		
	001-2100-521.52-00	(2,926)		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/20	001-2100-521.54-00	(2,610)	Assign AB Project Numbers	2283
	001-2100-521.52-00	(2,423)		
	001-2100-521.52-00	(2,361)		
	001-2100-521.55-00	(2,325)		
	001-2100-521.52-00	(2,249)		
	001-2100-521.55-00	(2,215)		
	001-2100-521.51-00	(2,000)		
	001-2100-521.41-00	(1,920)		
	001-2100-521.54-00	(1,902)		
	001-2100-521.55-00	(1,890)		
	001-2100-521.40-00	(1,620)		
	001-2100-521.40-00	(1,500)		
	001-2100-521.55-00	(1,500)		
	001-2100-521.52-00	(1,431)		
	001-2100-521.46-03	(1,400)		
	001-2100-521.46-03	(1,350)		
	001-2100-521.47-00	(1,297)		
	001-2100-521.52-00	(1,250)		
	001-2100-521.46-03	(1,180)		
	001-2100-521.47-00	(1,157)		
	001-2100-521.47-00	(1,000)		
	001-2100-521.52-00	(1,000)		
	001-2100-521.34-00	(935)		
	001-2100-521.40-00	(783)		
	001-2100-521.47-00	(750)		
	001-2100-521.52-00	(750)		
	001-2100-521.52-00	(720)		
	001-2100-521.41-00	(500)		
	001-2100-521.46-03	(500)		
	001-2100-521.55-00	(495)		
	001-2100-521.52-00	(400)		
	001-2100-521.47-00	(330)		
	001-2100-521.54-00	(265)		
	001-2100-521.48-00	(250)		
	001-2100-521.51-00	(250)		
	001-2100-521.54-00	(150)		
	001-2100-521.40-00	(120)		
	001-2100-521.42-00	(110)		
	001-2100-521.54-00	(100)		
	001-2100-521.42-00	(50)		
	001-2100-521.42-00	50		
	001-2100-521.54-00	100		
	001-2100-521.42-00	110		
	001-2100-521.40-00	120		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/20	001-2100-521.54-00	150	Assign AB Project Numbers	2283
	001-2100-521.48-00	250		
	001-2100-521.51-00	250		
	001-2100-521.54-00	265		
	001-2100-521.47-00	330		
	001-2100-521.52-00	400		
	001-2100-521.55-00	495		
	001-2100-521.41-00	500		
	001-2100-521.46-03	500		
	001-2100-521.52-00	720		
	001-2100-521.47-00	750		
	001-2100-521.52-00	750		
	001-2100-521.40-00	783		
	001-2100-521.34-00	935		
	001-2100-521.47-00	1,000		
	001-2100-521.52-00	1,000		
	001-2100-521.47-00	1,157		
	001-2100-521.46-03	1,180		
	001-2100-521.52-00	1,250		
	001-2100-521.47-00	1,297		
	001-2100-521.46-03	1,350		
	001-2100-521.46-03	1,400		
	001-2100-521.52-00	1,431		
	001-2100-521.40-00	1,500		
	001-2100-521.55-00	1,500		
	001-2100-521.40-00	1,620		
	001-2100-521.55-00	1,890		
	001-2100-521.54-00	1,902		
	001-2100-521.41-00	1,920		
	001-2100-521.51-00	2,000		
	001-2100-521.55-00	2,215		
	001-2100-521.52-00	2,249		
	001-2100-521.55-00	2,325		
	001-2100-521.52-00	2,361		
	001-2100-521.52-00	2,423		
	001-2100-521.54-00	2,610		
	001-2100-521.52-00	2,926		
	001-2100-521.56-15	3,000		
	001-2100-521.52-00	3,601		
	001-2100-521.40-00	3,987		
	001-2100-521.52-00	4,000		
	001-2100-521.46-00	4,300		
	001-2100-521.46-00	4,400		
	001-2100-521.52-00	4,605		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/20	001-2100-521.52-00	4,700	Assign AB Project Numbers	2283
	001-2100-521.64-15	5,000		
	001-2100-521.46-00	5,224		
	001-2100-521.52-00	7,172		
	001-2100-521.52-00	7,443		
	001-2100-521.44-00	7,500		
	001-2100-521.52-00	10,128		
	001-2100-521.52-00	10,254		
	001-2100-521.52-00	10,265		
	001-2100-521.44-00	11,520		
	001-2100-521.44-00	11,670		
	001-2100-521.52-00	12,500		
	001-2100-521.52-00	12,951		
	001-2100-521.56-15	15,050		
	001-2100-521.49-21	20,000		
	001-2100-521.52-00	20,714		
	001-2100-521.52-00	26,150		
	001-2100-521.34-00	28,625		
	001-2100-521.52-00	33,087		
	001-2100-521.64-00	39,973		
	001-2100-521.56-15	54,100		
	001-2100-521.44-00	54,222		
	001-2100-521.64-00	255,774		
05/11/20	001-2100-521.42-00	(500)	ADVERTISE VACANT PD POS	2962
	001-2100-521.49-02	500		
	001-2100-521.46-03	(2,988)	PAY INVOICE FOR CNCLD PO	2962
	001-2100-521.46-00	2,988		
05/14/20	001-2100-521.12-12	17,186	ACCRUAL PAYOUTS PD	3020
05/27/20	001-2100-521.44-00	(11,520)	CORR ACCT FOR TYLER TECH	3266
	001-2100-521.56-15	11,520		
	001-2100-521.40-00	(1,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF	3268
06/01/20	001-2100-521.41-00	(2,925)	BACKGRND SCREEN - NEW EMP	3303
	001-2100-521.31-00	2,925		
	001-2100-521.13-00	(30,000)	CORR NEG ACCT BAL, RECLAS NON-CAP ITEMS, RETIREMENT	3303
	001-2100-521.64-15	(5,000)		
	001-2100-521.46-00	38		
	001-2100-521.48-00	44		
	001-2100-521.52-00	1,706		
	001-2100-521.56-15	3,250		
	001-2100-521.22-00	30,000		
	001-2100-521.64-00	(39,973)	SWAT THROW PHONE / LIGHT TOWERS /SPEED MONITOR TRL	3303
	001-2100-521.64-00	6,495		
	001-2100-521.64-00	33,478		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/08/20	001-2100-521.52-00	(2,574)	ADD FNDS FOR VOCA MATCH		3668
	001-2100-521.52-13	2,574			
	001-2100-521.55-00	(597)	CODE ENF OFFICER CEUS		3668
	001-2100-521.12-00	(4,879)	CORR NEG ACCRUAL PAY BAL		3668
	001-2100-521.12-12	4,879			
	001-2100-521.46-00	37	RECERTIFY RADAR EQUIPMENT		3668
08/12/20	001-2100-521.64-00	(15,528)	FUEL TANK REP / BP VEST TRAFFIC DATA COLLECTOR		4123
	001-2100-521.52-00	(893)			
	001-2100-521.52-00	(25)			
	001-2100-521.46-00	25			
	001-2100-521.52-12	893			
	001-2100-521.52-00	15,528			
08/26/20	001-2100-521.52-00	3,725	DONATED POLICE K9 RES # 2020-197		4277
09/16/20	001-2100-521.13-00	(9,190)	ACCRUAL PAYOUTS		4510
	001-2100-521.12-12	5,140			
	001-2100-521.52-30	(26,500)	ADD BDGT / VEHICLE REPAIR		4510
	001-2100-521.46-03	26,500			
	001-2100-521.52-00	(72)	SEE IT/SAY IT APP FEE		4510
	001-2100-521.54-00	72			
30	Budget Amendments/Transfers		Division 2100 Total	$84,891	
2101 - POLICE COMMUNICATIONS					
10/23/19	001-2101-521.46-00	(2,438)	BA #20-004-P - MOVE GRANT MATCH BUDGET TO NEW ACCT		313
03/09/20	001-2101-521.14-00	41,431	ADD FNDS TO MEET BDGTD PAYROLL TOTALS FY20		2153
03/17/20	001-2101-521.34-00	(5,672)	Assign AB Project Numbers		2283
	001-2101-521.40-00	(4,206)			
	001-2101-521.55-00	(1,000)			
	001-2101-521.54-00	(175)			
	001-2101-521.54-00	175			
	001-2101-521.55-00	1,000			
	001-2101-521.40-00	4,206			
	001-2101-521.34-00	5,672			
05/14/20	001-2101-521.12-00	(18,786)	ACCRUAL PAYOUTS PD		3020
	001-2101-521.20-00	(125)			
	001-2101-521.12-12	1,725			
05/27/20	001-2101-521.40-00	(1,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF		3268
06/01/20	001-2101-521.46-00	(38)	CORR NEG ACCT BAL, RECLAS NON-CAP ITEMS, RETIREMENT		3303
07/08/20	001-2101-521.12-00	(2,934)	CORR NEG ACCRUAL PAY BAL		3668
	001-2101-521.12-12	2,934			
	001-2101-521.46-00	(37)	RECERTIFY RADAR EQUIPMENT		3668
09/16/20	001-2101-521.12-12	4,050	ACCRUAL PAYOUTS		4510
9	Budget Amendments/Transfers		Division 2101 Total	$24,782	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2132 - CODE ENFORCEMENT					
11/22/19	001-2132-524.46-03	(231)	COVER OVERAGE DUE TO HYBRID VEHICLE PURCHASE		724
	001-2132-524.64-00	231			
03/17/20	001-2132-524.64-00	(68,910)	Assign AB Project Numbers		2283
	001-2132-524.64-00	68,910			
05/11/20	001-2132-524.55-00	(75)	MEMBERSHIPS FOR CODE ENF		2962
	001-2132-524.54-00	75			
05/14/20	001-2132-524.12-00	(11)	ACCRUAL PAYOUTS PD		3020
	001-2132-524.12-12	11			
06/01/20	001-2132-524.55-00	(1,530)	ADD FNDS - NEG BAL		3303
	001-2132-524.40-00	(970)			
	001-2132-524.46-03	2,500			
07/08/20	001-2132-524.55-00	597	CODE ENF OFFICER CEUS		3668
	001-2132-524.12-00	(517)	CORR NEG ACCRUAL PAY BAL		3668
	001-2132-524.12-12	517			
7	Budget Amendments/Transfers			Division 2132 Total $597	
2200 - FIRE ADMINISTRATION					
11/22/19	001-2200-522.52-00	(12)	ADDITIONAL BUDGET FOR BUSINESS CARDS		724
	001-2200-522.47-00	12			
01/09/20	001-2200-522.52-02	650	UNIFORM PRCHSE FOR NEW DEPUTY FIRE CHIEF		1349
02/14/20	001-2200-522.52-02	1,000	PURCH UNIFORMS / FC + FI		1867
05/14/20	001-2200-522.12-00	(3,000)	FIRE INSPECTOR SERVICES		3020
	001-2200-522.34-00	3,000			
05/27/20	001-2200-522.40-00	(1,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF		3268
06/01/20	001-2200-522.12-00	(3,000)	2ND BAF - FIRE INSP SVCS		3303
	001-2200-522.34-00	3,000			
07/08/20	001-2200-522.12-00	(3,731)	EQUIP FOR FIRE PERSONNEL		3668
	001-2200-522.34-00	3,731			
08/12/20	001-2200-522.52-30	539	ADDL BUDGET		4123
	001-2200-522.45-00	(1,450)	BA2088T AUTO INS / INSP & DIST CHIEF ACCRUALS		4123
	001-2200-522.12-12	711	DIST CHIEF ACCRUALS		4123
	001-2200-522.22-01	54,300			
09/16/20	001-2200-522.34-00	29,547	ADD BDGT / INSPECTN SVCS		4510
	001-2200-522.34-00	6,572	JUNE PDCS INSPECTN SVCS		4510
12	Budget Amendments/Transfers			Division 2200 Total $90,869	
2201 - FIRE OPERATIONS					
11/22/19	001-2201-522.52-05	(2,958)	ADDITIONAL BUDGET FOR ESO PROGRAM AIR CARDS		724
	001-2201-522.41-00	2,958			
01/09/20	001-2201-522.52-02	(650)	UNIFORM PRCHSE FOR NEW DEPUTY FIRE CHIEF		1349
02/14/20	001-2201-522.55-00	(2,310)	COVER INTERFACE FEES ESO FIRE INCIDENT SFTWRE		1867
	001-2201-522.56-15	2,310			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/20	001-2201-522.55-00	(1,000)	PURCH UNIFORMS / FC + FI	1867
02/26/20	001-2201-522.64-01	16,541	Grant for Lucas System Resolution 2020-009	2039
03/17/20	001-2201-522.64-00	(32,105)	Assign AB Project Numbers	2283
	001-2201-522.43-00	(20,852)		
	001-2201-522.43-00	(10,712)		
	001-2201-522.43-00	(10,548)		
	001-2201-522.43-00	(2,422)		
	001-2201-522.43-00	2,422		
	001-2201-522.43-00	10,548		
	001-2201-522.43-00	10,712		
	001-2201-522.43-00	20,852		
	001-2201-522.64-00	32,105		
05/27/20	001-2201-522.40-00	(1,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF	3268
06/01/20	001-2201-522.64-00	(32,105)	CORR PROJ# - BAF 20-046-P	3301
	001-2201-522.64-00	32,105		
07/08/20	001-2201-522.55-00	(10,000)	EQUIP FOR FIRE PERSONNEL	3668
	001-2201-522.52-00	10,000		
08/12/20	001-2201-522.20-00	200	ADDL BUDGET	4123
	001-2201-522.12-12	4,031		
	001-2201-522.12-00	(58,331)	AUTO INS / FIRE INSP & DIST CHIEF ACCRUALS	4123
09/16/20	001-2201-522.12-00	(29,547)	ADD BDGT / INSPECTN SVCS	4510
	001-2201-522.47-00	(1,300)	ADD BDGT / JANITORIAL	4510
	001-2201-522.52-07	1,300		
	001-2201-522.55-00	(6,572)	JUNE PDCS INSPECTN SVCS	4510
14 Budget Amendments/Transfers			Division 2201 Total ($76,328)	
3200 - ADMINISTRATION				
11/22/19	001-3200-515.31-00	2,013	PO 72368 / RICH & ASSOC FY20 PO ROLLOVER	722
	001-3200-515.34-00	5,045	PO 73666 / PDCS, LLC FY20 PO ROLLOVER	722
	001-3200-515.34-00	2,618	PO 74103 / GEOSYNTEC CONS FY20 PO ROLLOVER	722
	001-3200-515.31-00	6,334	PO 74409 / S&ME, INC FY20 PO ROLLOVER	722
	001-3200-515.34-00	7,119	PO 75063 / CAP GOV INC FY20 PO ROLLOVER	722
01/09/20	001-3200-515.52-00	1,100	PRCHSE TWO CC MACHINES FOR COMM SVCS	1349
02/14/20	001-3200-515.56-15	(24,000)	BLDG PLAN REVIEW FEES PO 73666 & 74103	1867
	001-3200-515.34-00	24,000		
03/17/20	001-3200-515.64-00	(26,800)	Assign AB Project Numbers	2283
	001-3200-515.64-00	26,800		
05/11/20	001-3200-515.55-00	(3,252)	ADD FNDS FOR GEOSYNTEC & PLAN EXAMINER SERVICES	2962
	001-3200-515.40-00	(1,500)		
	001-3200-515.31-00	(200)		
	001-3200-515.34-00	4,952		
05/14/20	001-3200-515.12-00	(10,000)	ADDTNL SERVICE COST	3020
	001-3200-515.34-00	10,000		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/01/20	001-3200-515.12-00	(20,575)	CORR NEG BAL - ADS FOR PZ AND BOA HEARINGS		3303
	001-3200-515.55-00	575			
	001-3200-515.49-00	20,000			
06/10/20	001-3200-515.34-00	52,000	GEOTECH SVCS / BLDG OFF		3350
08/12/20	001-3200-515.12-00	(4,747)	BLDNG OFF ACCRUALS & TWO CELL PHONES		4123
	001-3200-515.15-00	425			
	001-3200-515.23-00	2,000			
	001-3200-515.12-12	2,322			
	001-3200-515.49-00	(225)	RCLS BUDGET		4123
	001-3200-515.55-00	225			
09/16/20	001-3200-515.49-00	6,000	ADAMSON CREEK GEOTECH		4510
	001-3200-515.34-00	11,000			
15	Budget Amendments/Transfers		Division 3200 Total	$93,229	
3205 - ECONOMIC DEVELOPMENT					
11/22/19	001-3205-559.31-06	59,000	PO 75123 / E CENTRAL FL P FY20 PO ROLLOVER		722
01/09/20	001-3205-559.52-00	(800)	PRCHSE TWO CC MACHINES FOR COMM SVCS		1349
	001-3205-559.51-00	(300)			
02/14/20	001-3205-559.47-00	(1,000)	COVER COST OF AEDU BREAKFAST		1867
	001-3205-559.48-00	1,000			
	001-3205-559.48-00	4,000			
05/11/20	001-3205-559.48-11	(3,000)	ECON DEV INFOGRAPHICS		2962
	001-3205-559.47-00	3,000			
08/12/20	001-3205-554.83-10	58,219	CARES CRF AGRMT 107-2020 COVID19 / RES #2020-191		4121
	001-3205-559.12-00	(1,159)	ECON DEV SPEC ACCRUALS & STAGE RISERS RENTAL		4123
	001-3205-559.12-12	1,159			
	001-3205-559.51-00	(40)	RCLS BUDGET		4123
	001-3205-559.44-00	40			
09/16/20	001-3205-559.48-11	(17,000)	ADAMSON CREEK GEOTECH		4510
8	Budget Amendments/Transfers		Division 3205 Total	$103,119	
3500 - ADMINISTRATION					
03/17/20	001-3500-519.64-00	(27,000)	Assign AB Project Numbers		2283
	001-3500-519.64-00	27,000			
05/27/20	001-3500-519.12-00	(36,873)	COVID / PARKS COORDINATOR POSITION FROZEN		3270
	001-3500-519.23-04	(18,614)			
	001-3500-519.24-00	(4,244)			
	001-3500-519.22-00	(3,124)			
	001-3500-519.21-00	(2,617)			
	001-3500-519.27-00	(2,350)			
	001-3500-519.23-00	(1,082)			
08/12/20	001-3500-519.13-00	9,933	PW DIRECTOR / CITY ENGNR 5 PW EMP ACCRUALS		4123
	001-3500-519.12-12	44,971			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3	Budget Amendments/Transfers		Division 3500 Total	($14,000)	
3510 - STREET MANAGEMENT					
11/22/19	001-3510-541.46-00	51,614	PO 73708 / GOODSON PAVING FY20 PO ROLLOVER		722
	001-3510-541.46-00	2,370	PO 73709 / GOODSON PAVING FY20 PO ROLLOVER		722
	001-3510-541.64-00	33,500	PO 74998 / CONCR MIX SUP FY20 PO ROLLOVER		722
	001-3510-541.63-00	2,000	PO 75098 / MYRA PLANNING FY20 PO ROLLOVER		722
01/09/20	001-3510-541.46-03	(1,800)	ADD FREIGHT TO PO 74998 CONCRETE MIXER BODY		1349
	001-3510-541.64-00	1,800			
02/14/20	001-3510-541.46-00	(25,000)	CONSULTING SERVICES DOT SIDEWALK PROJECTS		1867
	001-3510-541.31-00	25,000			
02/26/20	001-3510-541.46-00	(36,000)	Concrete Crew Truck Resolution 2020-122		2039
	001-3510-541.64-00	36,000			
03/09/20	001-3510-541.46-00	(6,989)	MATERIAL TESTING SERVICES LAP/SIDEWALK IMP PROJECT		2153
	001-3510-541.31-00	6,989			
03/17/20	001-3510-541.46-00	(500,000)	Assign AB Project Numbers		2283
	001-3510-541.46-00	(300,000)			
	001-3510-541.64-00	(31,000)			
	001-3510-541.46-00	(30,000)			
	001-3510-541.46-00	30,000			
	001-3510-541.64-00	31,000			
	001-3510-541.46-00	300,000			
	001-3510-541.46-00	500,000			
04/08/20	001-3510-541.63-04	195,929	DIXON/BYRD SIDEWALK 2020-132		2578
05/11/20	001-3510-541.64-00	(30,200)	ADD FNDS FOR FY20 COSTS		2962
	001-3510-541.46-00	(5,000)	BALANCE SUPPLY REPLENISH		2962
	001-3510-541.52-00	5,000			
05/27/20	001-3510-541.46-00	(71,000)	COVID / RAILWAY MAINT HIGHLAND AVENUE		3270
	001-3510-541.46-00	(87,000)	COVID / RAILWAY MAINT PEACHTREE STREET		3270
	001-3510-541.12-00	(36,873)	COVID / STORMWATER MNGR POSITION FROZEN		3270
	001-3510-541.23-04	(18,614)			
	001-3510-541.24-00	(4,244)			
	001-3510-541.22-00	(3,124)			
	001-3510-541.21-00	(2,617)			
	001-3510-541.27-00	(2,350)			
	001-3510-541.23-00	(1,082)			
06/01/20	001-3510-541.64-00	(721)	CORR NEG BAL -BAF20-045-T		3301
	001-3510-541.64-00	721			
	001-3510-541.46-00	(5,000)	ROAD MATERIALS & SUPPL		3303
	001-3510-541.53-00	5,000			
06/10/20	001-3510-541.46-00	(32,036)	COVID / INCREASED MOWING COST / NO INMATE CREWS		3351
07/08/20	001-3510-541.52-30	(2,500)	ADD FNDS VEHICLE MAINT		3668
	001-3510-541.46-03	2,500			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/12/20	001-3510-541.31-00	(14,960)	EQUIP REPAIRS / ST LIGHTS PINEDA ST REHAB		4123
	001-3510-541.54-00	(500)			
	001-3510-541.51-00	(300)			
	001-3510-541.49-02	(120)			
	001-3510-541.55-00	300			
	001-3510-541.14-00	715			
	001-3510-541.46-00	14,865			
	001-3510-541.46-00	20,000	PINEDA ST ANALYSIS US 1 LIGHT POLE REPLACE		4123
	001-3510-541.12-00	(61,168)	PW DIRECTOR / CITY ENGNR 5 PW EMP ACCRUALS		4123
	001-3510-541.14-00	260			
22	Budget Amendments/Transfers		Division 3510 Total	($44,635)	
3520 - PARKS & BEAUTIFICATION					
12/30/19	001-3520-572.34-09	10,000	24 ADDITIONAL CUTS AT LEE WENNER PARK		1207
01/09/20	001-3520-572.14-00	5,000	CVR GROUNDS DEPT OVRTIME		1349
01/13/20	001-3520-572.34-09	9,397	INC FDOT MEDIAN MAINT BUDGET; 2 QTRS FY20		1384
03/09/20	001-3520-572.52-00	7,000	ADD FNDS TO GROUND DIV OPERATING SUPPLIES		2153
03/17/20	001-3520-572.64-00	(15,000)	Assign AB Project Numbers		2283
	001-3520-572.64-00	15,000			
04/22/20	001-3520-572.31-11	50,000	COMMUNITY FORESTS GRANT YEAR 1 OF 3 R 2020-140		2737
05/11/20	001-3520-572.52-00	5,000	ADD FNDS FOR FY20 COSTS		2962
	001-3520-572.14-00	6,000			
05/27/20	001-3520-572.34-00	10,000	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF		3267
	001-3520-572.52-00	4,000			3268
06/10/20	001-3520-572.34-00	(14,374)	COVID / INCREASED MOWING COST / NO INMATE CREWS		3351
08/12/20	001-3520-572.52-00	(200)	E-PASS COSTS FOR TRAVEL		4123
	001-3520-572.40-00	200			
	001-3520-572.12-12	5,619	PW DIRECTOR / CITY ENGNR 5 PW EMP ACCRUALS		4123
09/09/20	001-3520-572.64-00	37,500	RELOC BLCHRS FROM JOE LEE SMITH CNTR TO TRAVIS PARK		4439
13	Budget Amendments/Transfers		Division 3520 Total	$135,142	
3540 - PUBLIC WORKS- FLEET MAINT					
03/17/20	001-3540-519.64-00	(6,700)	Assign AB Project Numbers		2283
	001-3540-519.64-00	6,700			
05/11/20	001-3540-519.46-00	10,000	ADD FNDS FOR FY20 COSTS		2962
07/08/20	001-3540-519.56-15	(1,433)	FLEET / CDL A BROCKMAN		3668
	001-3540-519.55-00	(36)			
	001-3540-519.49-00	89			
	001-3540-519.52-07	200	FLEET / CLEANING SUPPLIES		3668
	001-3540-519.54-00	500	FLEET / FORD TECH SUB		3668
	001-3540-519.46-03	500	FLEET / HVAC AND TIRES		3668
	001-3540-519.41-00	180	FLEET / MIFI INTERNET CON		3668
08/12/20	001-3540-519.46-00	(327)	VEHICLE REPAIRS / EMP CDL EXT CLEANING - COVID19		4123

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/12/20	001-3540-519.46-03	46	VEHICLE REPAIRS / EMP CDL EXT CLEANING - COVID19		4123
	001-3540-519.49-00	89			
8	Budget Amendments/Transfers		Division 3540 Total	$9,808	
3550 - SANITATION					
11/22/19	001-3550-534.34-00	5,071	PO 73386 / WASTE MNGMT FY20 PO ROLLOVER		722
07/22/20	001-3550-534.34-03	11,220	RES RECYCLE COST WASTE MGMT RES # 2020-319		3860
2	Budget Amendments/Transfers		Division 3550 Total	$16,291	
3560 - FACILITY MANAGEMENT					
12/30/19	001-3560-519.46-00	(10,000)	24 ADDITIONAL CUTS AT LEE WENNER PARK		1207
01/09/20	001-3560-519.46-00	(5,000)	CVR GROUNDS DEPT OVRTIME		1349
03/09/20	001-3560-519.46-00	(7,000)	ADD FNDS TO GROUND DIV OPERATING SUPPLIES		2153
03/17/20	001-3560-519.46-02	(45,000)	Assign AB Project Numbers		2283
	001-3560-519.64-00	(28,500)			
	001-3560-519.64-00	28,500			
	001-3560-519.46-02	45,000			
05/11/20	001-3560-519.14-00	3,200	ADD FNDS FOR FY20 COSTS		2962
	001-3560-519.46-02	6,000			
05/27/20	001-3560-519.40-00	(2,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF		3267
	001-3560-519.55-00	(2,000)			
06/01/20	001-3560-519.64-00	(15,725)	ADD FNDS - PO 76046 FIRE AGENT - PD		3301
	001-3560-519.64-00	15,725			
08/12/20	001-3560-519.12-00	(5,185)	EXTRA CLEANING - COVID 19 SHOE ALLOWANCE		4123
	001-3560-519.20-00	185			
	001-3560-519.12-12	385	PW DIRECTOR / CITY ENGNR 5 PW EMP ACCRUALS		4123
	001-3560-519.13-00	5,000	SHOE ALLOWANCE		4123
	001-3560-519.52-07	192	VEHICLE REPAIRS / EMP CDL EXT CLEANING - COVID19		4123
09/16/20	001-3560-519.46-02	(10,000)	REPLACE PLAYHOUSE AC		4510
	001-3560-519.64-00	10,000			
12	Budget Amendments/Transfers		Division 3560 Total	($16,223)	
231	Total Budget Amendments/Transfers		**GENERAL FUND**	**$755,159**	
3240 - HOUSING GRANTS					
11/22/19	103-3240-554.62-00	125,172	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
	103-3240-554.63-00	175,000	PO 74150 / W&J CONTRUCT FY20 PO ROLLOVER		722
02/26/20	103-3240-554.62-00	(14,466)	Project Retainage Adj Resolution 2020-111		2039
08/12/20	103-3240-554.83-09	103,352	CARES CV AGRMT 12-0003 RES #2020-192		4122
	103-3240-554.23-04	(1,298)	CORR ACCT BAL		4123
	103-3240-554.22-00	14			
	103-3240-554.24-00	25			
	103-3240-554.23-00	279			
	103-3240-554.27-00	980			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
5	Budget Amendments/Transfers		Division 3240 Total	$389,058	
	5 Total Budget Amendments/Transfers		**CDBG**	**$389,058**	
3240 - HOUSING GRANTS					
11/22/19	104-3240-554.83-00	400,000	PO 74638 / COMM HOUSING FY20 PO ROLLOVER		722
01/13/20	104-3240-554.83-00	3,863	INC HOME GRANT CRRYFORWRD MATCH HOME AGREEMENT		1385
08/12/20	104-3240-554.23-04	(738)	CORR ACCT BAL		4123
	104-3240-554.22-00	3			
	104-3240-554.24-00	7			
	104-3240-554.23-00	70			
	104-3240-554.27-00	245			
	104-3240-554.21-00	413			
3	Budget Amendments/Transfers		Division 3240 Total	$403,863	
	3 Total Budget Amendments/Transfers		**BREVARD COUNTY HOME**	**$403,863**	
3240 - HOUSING GRANTS					
11/22/19	108-3240-554.62-00	834,332	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
12/11/19	108-3240-517.73-00	19,937	SEC 108 LOAN SUBSIDY FEE JOE LEE SMITH CTR CONST		1106
02/26/20	108-3240-554.62-00	(6,630)	Project Retainage Adj Resolution 2020-111		2039
3	Budget Amendments/Transfers		Division 3240 Total	$847,639	
	3 Total Budget Amendments/Transfers		**SEC 108 LOAN GUARANTEE**	**$847,639**	
3230 - CRA ADMIN/OPERATIONS					
11/22/19	110-3230-559.64-15	2,000	PO 73289 / MORSE COMM FY20 PO ROLLOVER		722
	110-3230-559.63-00	3,266	PO 74207 / ARCHITECTS RZK FY20 PO ROLLOVER		722
	110-3230-559.31-00	92,000	PO 74623 / SUNSTATE METER FY20 PO ROLLOVER		722
	110-3230-559.83-00	10,000	PO 74896 / RUNAWAY INVST FY20 PO ROLLOVER		722
	110-3230-559.83-00	10,000	PO 75115 / JLM PROP HOLD FY20 PO ROLLOVER		722
	110-3230-559.64-15	2,000	ROLL FY19 BDGT LEE WENNER FY20 BUDGET ROLLOVER		720
	110-3230-559.63-00	3,661			
	110-3230-559.63-00	215,766			
12/04/19	110-3230-559.40-00	(1,288)	PURCH 5 CIG RECEPTACLES COCOA VILLAGE		840
	110-3230-559.52-00	1,288			
12/11/19	110-3230-581.91-32	138,889	C&D CONST C/O #1 AGENDA 19-653		1107
	110-3230-559.63-00	(148,878)	COCOA CRA TXFR-PROMENADE RVRFRNT PROM OVERLOOKS		1103
	110-3230-581.91-32	148,878			
	110-3230-559.39-00	(100,000)	COCOA CRA TXFR-PROMENADE RVRFRNT PROMENADE ENHNCE		1103
	110-3230-581.91-32	100,000			
03/16/20	110-3230-559.63-00	(12,100)	ADD LIGHTS TO GATEWAY		2259
	110-3230-559.64-00	12,100			
	110-3230-559.58-01	(70,040)	CORR ACCT # CVP P.O. CONT		2258
	110-3230-559.46-00	10,800			
	110-3230-559.44-00	59,240			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/20	110-3230-559.62-00	(5,553,300)	Assign AB Project Numbers		2283
	110-3230-559.62-00	(934,000)			
	110-3230-559.63-00	(150,000)			
	110-3230-559.63-00	(150,000)			
	110-3230-559.63-00	(75,000)			
	110-3230-559.31-00	(50,000)			
	110-3230-559.63-00	(35,000)			
	110-3230-559.63-00	35,000			
	110-3230-559.31-00	50,000			
	110-3230-559.63-00	75,000			
	110-3230-559.63-00	150,000			
	110-3230-559.63-00	150,000			
	110-3230-559.62-00	934,000			
	110-3230-559.62-00	5,553,300			
07/08/20	110-3230-559.39-00	(5,000)	ICICLE LIGHTS - C. VILL		3694
	110-3230-559.52-00	5,000			
	110-3230-559.39-00	(1,180)	INC POST OFF LEASE $		3695
	110-3230-559.44-00	1,180			
	110-3230-559.39-00	(8,000)	INCR CRA LEGAL EXP		3693
	110-3230-559.31-01	8,000			
08/12/20	110-3230-559.39-00	(7,840)	BUDGET CLEANUP ADJUSTMENT		4238
	110-3230-559.23-04	(1,151)			
	110-3230-559.24-00	10			
	110-3230-559.27-00	278			
	110-3230-559.45-00	740			
	110-3230-559.12-12	863			
	110-3230-559.46-00	7,100			
17	Budget Amendments/Transfers		Division 3230 Total	$477,582	
	17 Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$477,582**	
3230 - CRA ADMIN/OPERATIONS					
11/22/19	111-3230-559.63-00	47,488	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
03/17/20	111-3230-559.63-00	(135,000)	Assign AB Project Numbers		2283
	111-3230-559.63-00	135,000			
08/17/20	111-3230-559.39-00	(1,103)	BUDGET CLEANUP ADJUSTMENT		4239
	111-3230-559.12-00	(713)			
	111-3230-559.27-00	180			
	111-3230-559.12-12	533			
	111-3230-559.45-00	1,103			
09/21/20	111-3230-559.39-00	(500)	CRA Legal Expenses Res # 2020-511		4594
	111-3230-559.31-01	500			
4	Budget Amendments/Transfers		Division 3230 Total	$47,488	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$47,488**	
3230 - CRA ADMIN/OPERATIONS					
09/14/20	112-3230-559.34-00	(400)	CRA Legal Expenses Res # 2020-546		4595
	112-3230-559.31-01	400			
1 Budget Amendments/Transfers			Division 3230 Total	$0	
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**$0**	
2100 - POLICE ADMIN/OPERATIONS					
07/22/20	141-2100-521.52-00	1,607	FARO SCAN / DART TRNG SIGNS / RES # 2020-182		3861
	141-2100-521.64-00	63,690	FARO SCAN / DART TRNG SIGNS / RES # 2020-183		3861
	141-2100-521.64-00	9,550	FARO SCAN / DART TRNG SIGNS / RES # 2020-184		3861
09/16/20	141-2100-521.64-00	(13,618)	FARO SCANNER REPAIRS		4510
	141-2100-521.46-00	4,488			
	141-2100-521.55-00	9,130			
4 Budget Amendments/Transfers			Division 2100 Total	$74,847	
4 Total Budget Amendments/Transfers			**STATE FORFEITURE FUNDS**	**$74,847**	
1600 - GENERAL OPERATIONS					
08/12/20	201-1600-517.71-00	(32,910)	RICOH COPIER LEASE		4123
	201-1600-517.72-01	1,033			
	201-1600-517.71-01	31,877			
1 Budget Amendments/Transfers			Division 1600 Total	$0	
1 Total Budget Amendments/Transfers			**DEBT SERVICE FUND**	**$0**	
3580 - CAPITAL PROJECTS MNGMT					
11/22/19	301-3580-519.63-00	492,092	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		723
	301-3580-519.64-00	600,720			
	301-3580-519.62-00	1,659,076			
	301-3580-519.31-00	15,224	PO 74151 / ARCHITECTS RZK FY20 PO ROLLOVER		723
	301-3580-519.62-00	7,695	PO 74899 / ARDAMAN & ASSC FY20 PO ROLLOVER		723
	301-3580-519.62-00	281,234	ROLL FY19 BDGT DR JOE LEE FY20 BUDGET ROLLOVER		720
02/26/20	301-3580-519.62-00	(33,858)	Project Retainage Adj Resolution 2020-111		2039
	301-3580-519.63-00	(13,506)			
03/09/20	301-3580-519.62-00	(8,092)	RECL FURN TO CAP		2153
	301-3580-519.64-00	8,092			
05/14/20	301-3580-519.63-00	(4,414)	ADDL W&J CONT JLS CTR		3020
	301-3580-519.64-00	(866)			
	301-3580-519.62-00	5,280			
	301-3580-519.62-00	(38,461)	JLS PARKING LOT		3020
	301-3580-519.63-00	38,461			
07/08/20	301-3580-581.91-01	199,814	BC REIMB JLS CTR DIST 4 AGENDA 20-54/RES 2020-173		3690
08/12/20	301-3580-519.62-00	(9,783)	REPLACE 6' FENCE		4123

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/12/20	301-3580-519.63-00	9,783	REPLACE 6' FENCE		4123
09/09/20	301-3580-519.62-00	(37,500)	RELOC BLCHRS FROM JOE LEE SMITH CNTR TO TRAVIS PARK		4439
	301-3580-581.91-01	37,500			
11	Budget Amendments/Transfers		Division 3580 Total	$3,208,491	
	11 Total Budget Amendments/Transfers		**CAPITAL PROJECTS FUND**	**$3,208,491**	
3580 - CAPITAL PROJECTS MNGMT					
11/22/19	302-3580-572.63-04	18,368	PO 73217 / INFR SOL SERV FY20 PO ROLLOVER		723
	302-3580-572.63-04	19,880	PO 73829 / INFR SOL SVCS FY20 PO ROLLOVER		723
	302-3580-572.63-03	205,290	PO 74682 / C&D CONSTRUCT FY20 PO ROLLOVER		723
	302-3580-572.63-01	332,557			
	302-3580-572.63-04	1,052,070			
	302-3580-572.63-04	5,580	PO 74825 / UNIV ENG SCI FY20 PO ROLLOVER		723
	302-3580-572.63-04	754,893	ROLL FY19 BDGT HURR IRMA FY20 BUDGET ROLLOVER		720
	302-3580-519.63-00	1,719,250			
12/11/19	302-3580-572.63-04	34,889	C&D CONST C/O #1 AGENDA 19-653		1107
	302-3580-572.63-01	104,000			
	302-3580-572.63-04	148,878	COCOA CRA TXFR-PROMENADE RVRFRNT PROM OVERLOOKS		1102
	302-3580-572.63-04	100,000	COCOA CRA TXFR-PROMENADE RVRFRNT PROMENADE ENHNCE		1102
01/22/20	302-3580-572.63-04	36,849	INC FND / RVRFRNT PROM RES 2020-176 / CC 1/22/20		3752
02/05/20	302-3580-572.63-04	(148,878)	CORR ACCTS FOR PROMENADE FOR CRA PORTION		1681
	302-3580-572.63-01	(104,000)			
	302-3580-572.63-04	(100,000)			
	302-3580-572.63-05	100,000			
	302-3580-572.63-04	104,000			
	302-3580-572.63-05	148,878			
02/26/20	302-3580-572.63-04	(14,249)	Project Retainage Adj Resolution 2020-111		2039
	302-3580-572.63-01	(1,850)			
	302-3580-519.63-00	(1,719,250)	Reverse Duplicate Entry Resolution 2020-110		2039
04/01/20	302-3580-572.63-04	191,171	SEAWALL TIEBACKS RVRFRNT		2476
13	Budget Amendments/Transfers		Division 3580 Total	$2,988,326	
	13 Total Budget Amendments/Transfers		**RIVERFRONT/LEE WENNER PK**	**$2,988,326**	
3580 - CAPITAL PROJECTS MNGMT					
11/22/19	303-3580-519.63-00	1,500,000	ROLL FY19 BDGT FISKE BLVD FY20 BUDGET ROLLOVER		720
1	Budget Amendments/Transfers		Division 3580 Total	$1,500,000	
	1 Total Budget Amendments/Transfers		**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
1506 - INVENTORY					
08/12/20	421-1506-536.24-00	397	RCLS BUDG - INVEN DIV		4123
	421-1506-536.23-00	598			
	421-1506-536.21-00	1,930			
	421-1506-536.22-00	3,125			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/12/20	421-1506-536.23-04	8,231	RCLS BUDG - INVEN DIV		4123
	421-1506-536.12-00	9,478			
	421-1506-536.13-00	15,908			
1	Budget Amendments/Transfers		Division 1506 Total	$39,667	
1515 - UTILITY SUPPORT SERVICES					
08/12/20	421-1515-536.12-00	(749)	METER READER / UT FIELD ACCRUALS		4123
	421-1515-536.12-12	259			
	421-1515-536.20-00	490			
1	Budget Amendments/Transfers		Division 1515 Total	$0	
4010 - WATER ADMINISTRATION					
11/13/19	421-4010-536.39-00	(84,510)	BUSS MAY - SOIRL Zone J ZONE J FEAS TECH ASST		632
	421-4010-536.39-00	(59,585)	BUSS MAY SOIRL ZONE K ZONE K FEAS TECH ASST		634
11/22/19	421-4010-536.31-00	5,460	PO 73903 / INTEGRITY PUBL FY20 PO ROLLOVER		723
	421-4010-536.31-00	2,840	PO 75129 / SUPERION LLC FY20 PO ROLLOVER		723
01/24/20	421-4010-536.31-00	(2,840)	CORR ACCT # FOR PO 75129 SUPERION / PO TEMPLATE		1553
	421-4010-536.34-00	2,840			
	421-4010-536.32-00	(40,000)	RECL AUDIT BUDGET FOR FULL UT RATE STUDY		1556
	421-4010-536.31-00	40,000			
02/26/20	421-4010-536.39-00	(188,914)	Task Order 2020-07 Jacobs Resolution 2020-118		2039
	421-4010-536.31-00	188,914			
	421-4010-536.39-00	(113,954)	TaskOrder 2020-01 2020-04 Resolution 2020-117		2039
03/17/20	421-4010-536.31-00	(240,000)	Assign AB Project Numbers		2283
	421-4010-536.31-33	(135,608)			
	421-4010-536.52-33	(68,880)			
	421-4010-536.31-01	(50,000)			
	421-4010-536.31-01	50,000			
	421-4010-536.52-33	68,880			
	421-4010-536.31-33	135,608			
	421-4010-536.31-00	240,000			
05/11/20	421-4010-536.48-00	(1,367)	REPAIR AUTOCLAVE IN LAB		2962
	421-4010-536.46-00	1,367			
08/12/20	421-4010-536.46-00	684	ADDL BUDGET		4123
	421-4010-536.56-15	10,711			
	421-4010-536.52-30	13,779			
	421-4010-536.12-00	(525)	CELL PHONE ALLOWANCE		4123
	421-4010-536.15-00	525			
	421-4010-536.39-00	(175,876)	COVID 19		4123
	421-4010-536.22-00	171,100	COVID 19 / GE RET CONTRIB		4123
	421-4010-536.31-00	(25,174)	RCLS BUDGET		4123
	421-4010-536.39-00	(58,705)	SUPERV III / MAINT WK I ACCRUALS		4123
08/26/20	421-4010-536.31-00	(58,321)	SYSTEM ASSET UPDATE RES #2020-200		4279

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/26/20	421-4010-536.31-00	58,321	SYSTEM ASSET UPDATE RES #2020-200		4279
09/09/20	421-4010-536.39-00	(30,000)	CORR BUDG WS 2018B		4440
	421-4010-581.91-25	30,000			
18	Budget Amendments/Transfers		Division 4010 Total	($313,230)	
4011 - EMERGENCY/DISASTER SVS					
08/12/20	421-4011-525.52-00	4,776	REALLOC COVID19 SUPPLIES		4123
1	Budget Amendments/Transfers		Division 4011 Total	$4,776	
4020 - DYAL PLANT					
11/22/19	421-4020-536.46-00	6,523	PO 73731 / RING POWER COR FY20 PO ROLLOVER		723
	421-4020-536.42-00	4,500	PO 73978 / TOM EVAN ENV FY20 PO ROLLOVER		723
	421-4020-536.46-00	158,642	PO 73978 / TOM EVANS ENV FY20 PO ROLLOVER		723
	421-4020-536.63-00	13,995	PO 74413 / CH2M HILL ENG FY20 PO ROLLOVER		723
	421-4020-536.34-00	1,800	PO 74492 / BIO TECH CONS FY20 PO ROLLOVER		723
	421-4020-536.46-00	53,787	PO 74696 / RING POWER COR FY20 PO ROLLOVER		723
	421-4020-536.42-00	75	PO 74941 / WTR TREAT & CO FY20 PO ROLLOVER		723
	421-4020-536.64-00	5,828			
	421-4020-536.64-00	43,861	PO 74996 / TRANE (MAITL) FY20 PO ROLLOVER		723
	421-4020-536.46-00	9,233	PO 75050 / POWELL ELEC FY20 PO ROLLOVER		723
	421-4020-536.42-00	495	PO 75076 / HAROLD BECK FY20 PO ROLLOVER		723
	421-4020-536.46-00	22,167			
	421-4020-536.63-00	28,633	PO 75080 / CH2M HILL ENG FY20 PO ROLLOVER		723
	421-4020-536.63-00	43,100	PO 75099 / BURNETT LIME FY20 PO ROLLOVER		723
	421-4020-536.63-00	10,733	PO 75111 / THOMPSON PIPE FY20 PO ROLLOVER		723
	421-4020-536.46-00	13,075	PO 75117 / WTR TREAT & CO FY20 PO ROLLOVER		723
	421-4020-536.46-00	85,926	PO 75118 / RING POWER COR FY20 PO ROLLOVER		723
	421-4020-536.63-00	130	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	421-4020-536.64-00	4,784			
	421-4020-536.63-00	14,447			
01/09/20	421-4020-536.46-00	(30,000)	CORR ACCT # FOR DYAL DMZ SERVER REPLACEMENT		1348
	421-4020-536.56-15	30,000			
	421-4020-536.46-00	(23,000)	CORR ACCT # FOR DYAL EMPIRE COMPT SUPPORT		1348
	421-4020-536.56-15	23,000			
	421-4020-536.52-00	(33,814)	CORR ACCT FOR DYAL SFTWRE LICENSE / WONDERWARE		1347
	421-4020-536.56-15	33,814			
02/26/20	421-4020-536.34-00	(168,322)	Jacobs Engineering Svs Resolution 2020-112		2039
	421-4020-536.31-03	168,322			
03/17/20	421-4020-536.52-09	(1,551,090)	Assign AB Project Numbers		2283
	421-4020-536.52-09	(736,998)			
	421-4020-536.52-09	(587,420)			
	421-4020-536.64-00	(361,000)			
	421-4020-536.46-00	(250,000)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/20	421-4020-536.46-00	(250,000)	Assign AB Project Numbers	2283
	421-4020-536.46-02	(250,000)		
	421-4020-536.63-00	(250,000)		
	421-4020-536.52-09	(182,000)		
	421-4020-536.52-09	(166,660)		
	421-4020-536.52-09	(157,510)		
	421-4020-536.52-09	(156,028)		
	421-4020-536.46-00	(125,000)		
	421-4020-536.52-09	(118,175)		
	421-4020-536.52-09	(109,200)		
	421-4020-536.64-00	(105,000)		
	421-4020-536.52-09	(81,700)		
	421-4020-536.52-09	(81,214)		
	421-4020-536.64-00	(80,700)		
	421-4020-536.52-09	(68,400)		
	421-4020-536.52-09	(63,840)		
	421-4020-536.64-00	(48,000)		
	421-4020-536.52-09	(35,200)		
	421-4020-536.52-09	(10,000)		
	421-4020-536.52-09	(8,000)		
	421-4020-536.52-09	(5,000)		
	421-4020-536.52-09	5,000		
	421-4020-536.52-09	8,000		
	421-4020-536.52-09	10,000		
	421-4020-536.52-09	35,200		
	421-4020-536.64-00	48,000		
	421-4020-536.52-09	63,840		
	421-4020-536.52-09	68,400		
	421-4020-536.64-00	80,700		
	421-4020-536.52-09	81,214		
	421-4020-536.52-09	81,700		
	421-4020-536.64-00	105,000		
	421-4020-536.52-09	109,200		
	421-4020-536.52-09	118,175		
	421-4020-536.46-00	125,000		
	421-4020-536.52-09	156,028		
	421-4020-536.52-09	157,510		
	421-4020-536.52-09	166,660		
	421-4020-536.52-09	182,000		
	421-4020-536.46-00	250,000		
	421-4020-536.46-00	250,000		
	421-4020-536.46-02	250,000		
	421-4020-536.63-00	250,000		
	421-4020-536.64-00	361,000		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/20	421-4020-536.52-09	587,420	Assign AB Project Numbers	2283
	421-4020-536.52-09	736,998		
	421-4020-536.52-09	1,551,090		
04/01/20	421-4020-536.46-00	(110,820)	CAP 3 DISCFLO PUMPS DYAL WTP	2474
	421-4020-536.64-00	110,820		
04/08/20	421-4020-536.46-00	(96,611)	CORROSION CONT TRMT 2020-134	2567
	421-4020-536.63-00	96,611		
05/11/20	421-4020-536.52-09	(15,000)	INC IN H2O TEST SUPPLIES	2962
	421-4020-536.52-00	15,000		
05/14/20	421-4020-536.46-00	(49,998)	DYAL ENGINEERING SVCS	3020
	421-4020-536.31-03	49,998		
	421-4020-536.46-00	(175,000)	SCADA CNTRL SYSTM SERVICE	3029
	421-4020-536.31-03	175,000		
06/01/20	421-4020-536.46-00	(35,000)	ADD FNDS - OPER SUPPLIES	3303
	421-4020-536.52-00	35,000		
	421-4020-536.46-00	(50,000)	CORR ACCT # CLARIFIER 1&2 WIMS DATABSE, MAINTENANCE	3300
	421-4020-536.46-00	(14,500)		
	421-4020-536.56-15	14,500		
	421-4020-536.31-03	50,000		
	421-4020-536.42-00	(75)	PO 74941 - WTR CNTRLS FRT RECLSS - JE06-44	3303
	421-4020-536.64-00	75		
	421-4020-536.52-09	(35,000)	PRCHSE DMZ SERVER UPGR, MS SOFT UPGR, CMMS LICENS	3303
	421-4020-536.56-15	35,000		
	421-4020-536.31-03	(49,998)	REVERSE BAF20-061-T OZONE CONTACTOR REHAB	3303
	421-4020-536.46-00	49,998		
08/12/20	421-4020-536.54-00	30	ADDL BUDGET	4123
	421-4020-536.20-00	60		
	421-4020-536.52-00	1,882		
	421-4020-536.52-09	(1,912)	ADDL BUDGET NEEDED OTHER ACCTS	4123
	421-4020-536.34-00	(10,000)	COVER COMM EXPENSE	4123
	421-4020-536.41-00	10,000		
	421-4020-536.12-00	(5,007)	SUPERINT / IND ELECT II SUPERV II ACCRUALS	4123
	421-4020-536.12-12	4,947		
09/16/20	421-4020-536.46-02	(5,000)	ADD BDGT / VEHICLE REPAIR	4510
	421-4020-536.46-03	5,000		
	421-4020-536.34-00	(10,000)	ADD FNDS COMM INVOICES	4510
	421-4020-536.41-00	10,000		
	421-4020-536.12-00	(30,000)	ADD FNDS OVERTIME BDGT	4510
	421-4020-536.14-00	30,000		
	421-4020-536.34-00	(200)	ADD FNDS PUBLIC BDGT	4510
	421-4020-536.54-00	200		
	421-4020-536.52-09	(130,000)	REALLOC CHEM BUDG	4509

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
09/16/20	421-4020-536.52-09	(60,000)	REALLOC CHEM BUDG		4509
	421-4020-536.52-09	(45,000)			
	421-4020-536.52-09	25,000			
	421-4020-536.52-09	60,000			
	421-4020-536.52-09	150,000			
40	Budget Amendments/Transfers		Division 4020 Total	$521,734	
4025 - WATER FIELD OPERATIONS					
11/22/19	421-4025-536.46-00	2,855	PO 72093 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4025-536.46-00	12,325	PO 72425 / JOBEAR CONTRAC FY20 PO ROLLOVER		723
	421-4025-536.42-00	500	PO 73810 / TEAM IND SVCS FY20 PO ROLLOVER		723
	421-4025-536.46-00	2,500			
	421-4025-536.46-00	2,142	PO 74118 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4025-536.46-00	105,253	PO 74163 / ALL TERRAIN TR FY20 PO ROLLOVER		723
01/09/20	421-4025-536.52-00	(34,000)	CORR ACCT FOR SFTWRE LICENSE / IWATER / XC2		1347
	421-4025-536.56-15	34,000			
02/26/20	421-4025-536.46-00	(103,918)	Task Order 2020-02 Jacobs Resolution 2020-114		2039
	421-4025-536.31-03	103,918			
	421-4025-536.46-00	(105,781)	Task Order 2020-05 Jacobs Resolution 2020-113		2039
	421-4025-536.31-03	105,781			
03/17/20	421-4025-536.46-00	(680,000)	Assign AB Project Numbers		2283
	421-4025-536.46-00	(620,000)			
	421-4025-536.64-00	(398,500)			
	421-4025-536.46-00	(321,000)			
	421-4025-536.46-00	(265,000)			
	421-4025-536.46-00	(240,000)			
	421-4025-536.46-00	(206,000)			
	421-4025-536.46-00	(183,000)			
	421-4025-536.52-00	(85,000)			
	421-4025-536.31-03	(75,000)			
	421-4025-536.46-00	(75,000)			
	421-4025-536.46-00	(50,500)			
	421-4025-536.46-00	(50,000)			
	421-4025-536.46-00	(50,000)			
	421-4025-536.46-02	(42,733)			
	421-4025-536.46-00	(31,000)			
	421-4025-536.64-00	(17,084)			
	421-4025-536.46-00	(15,000)			
	421-4025-536.46-00	(15,000)			
	421-4025-536.52-00	(3,000)			
	421-4025-536.46-00	(500)			
	421-4025-536.46-00	500			
	421-4025-536.52-00	3,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/20	421-4025-536.46-00	15,000	Assign AB Project Numbers		2283
	421-4025-536.46-00	15,000			
	421-4025-536.64-00	17,084			
	421-4025-536.46-00	31,000			
	421-4025-536.46-02	42,733			
	421-4025-536.46-00	50,000			
	421-4025-536.46-00	50,000			
	421-4025-536.46-00	50,500			
	421-4025-536.31-03	75,000			
	421-4025-536.46-00	75,000			
	421-4025-536.52-00	85,000			
	421-4025-536.46-00	183,000			
	421-4025-536.46-00	206,000			
	421-4025-536.46-00	240,000			
	421-4025-536.46-00	265,000			
	421-4025-536.46-00	321,000			
	421-4025-536.64-00	398,500			
	421-4025-536.46-00	620,000			
	421-4025-536.46-00	680,000			
06/01/20	421-4025-536.53-00	(576)	TWO SUPERVISOR LAPTOPS		3303
	421-4025-536.56-15	576			
07/22/20	421-4025-536.31-03	(118,580)	INC BUDG ACE FLOW RES # 2020-177		3859
	421-4025-536.46-00	118,580			
08/12/20	421-4025-536.12-00	(91,083)	CREWLEADER ACCRUALS		4123
	421-4025-536.52-00	(3)			
	421-4025-536.54-00	3			
	421-4025-536.12-12	12,783			
	421-4025-536.13-00	78,300			
	421-4025-536.13-00	(15,908)	RCLS BUDG - INVEN DIV		4123
	421-4025-536.12-00	(9,478)			
	421-4025-536.23-04	(8,231)			
	421-4025-536.22-00	(3,125)			
	421-4025-536.21-00	(1,930)			
	421-4025-536.23-00	(598)			
	421-4025-536.24-00	(397)			
	421-4025-536.64-00	(11,935)	REPLACE 5 SECURITY CAMS UTILITIES BLDNG		4123
	421-4025-536.56-15	11,935			
09/16/20	421-4025-536.64-00	(7,103)	PRCHSE 7 CAMERAS		4510
	421-4025-536.56-15	7,103			
	421-4025-536.64-00	(2,190)	VERIZON CELL PH BILL		4510
	421-4025-536.41-00	2,190			
16 Budget Amendments/Transfers				Division 4025 Total $85,908	

4055 - ENGINEERING

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/13/19	421-4055-536.31-03	84,510	BUSS MAY - SOIRL Zone K ZONE J FEAS TECH ASST	632
	421-4055-536.31-03	59,585	BUSS MAY SOIRL ZONE K ZONE K FEAS TECH ASST	634
11/22/19	421-4055-536.63-00	3,182	PO 71688 / MEAD & HUNT FY20 PO ROLLOVER	723
	421-4055-536.63-00	420,316	PO 71924 / BRANDES DESIGN FY20 PO ROLLOVER	723
	421-4055-536.63-00	1,608	PO 71946 / BUSSEN MAYER FY20 PO ROLLOVER	723
	421-4055-536.63-00	576,225	PO 73011 / CH2M HILL ENG FY20 PO ROLLOVER	723
	421-4055-536.63-00	1,787	PO 73291 / BUSSEN MAYER FY20 PO ROLLOVER	723
	421-4055-536.68-10	51,602	PO 74292 / CH2M HILL ENG FY20 PO ROLLOVER	723
	421-4055-536.63-00	5,532	PO 75038 / BUSSEN MAYER FY20 PO ROLLOVER	723
	421-4055-536.68-10	4,334	PO 75068 / KED GROUP, INC FY20 PO ROLLOVER	723
	421-4055-536.68-10	43,427	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER	721
	421-4055-536.63-00	191,490		
	421-4055-536.63-00	210,571		
12/30/19	421-4055-536.52-00	(50,000)	TXFR ARCGIS BUDGET TO CORRECT ACCT	1207
	421-4055-536.56-15	50,000		
02/14/20	421-4055-536.63-00	(636,000)	ASSIGN PROJ # / FY20 BDGT	1866
	421-4055-536.63-00	(440,000)		
	421-4055-536.63-00	(200,000)		
	421-4055-536.63-00	(100,000)		
	421-4055-536.63-00	(100,000)		
	421-4055-536.63-00	(83,490)		
	421-4055-536.63-00	83,490		
	421-4055-536.63-00	100,000		
	421-4055-536.63-00	100,000		
	421-4055-536.63-00	200,000		
	421-4055-536.63-00	440,000		
	421-4055-536.63-00	636,000		
02/26/20	421-4055-536.63-00	113,954	TaskOrder 2020-01 2020-04 Resolution 2020-117	2039
06/01/20	421-4055-536.63-00	(244,640)	ADD FNDS - PO 75559 STEWARTS ELECTRIC	3301
	421-4055-536.63-00	244,640		
06/24/20	421-4055-536.63-06	843,960	FEMA MIT GRANT/LIFT STN 1 PR 4337-232-R/CON# H0477	3536
07/08/20	421-4055-536.63-00	(49,948)	TO 2020-13 LS #1	3667
	421-4055-536.63-00	49,948		
08/12/20	421-4055-536.63-00	(67,104)	ADDL BUDGET BIOSOLIDS MP RES#2020-189 / TO 2020-14	4120
	421-4055-536.63-00	67,104		
	421-4055-536.34-00	(16,835)	INNOVYZE RENEWAL	4123
	421-4055-536.56-15	16,835		
08/26/20	421-4055-536.63-00	(143,094)	DEVELOP DYAL SOP MAN RES #2020-199	4278
	421-4055-536.63-00	143,094		
20 Budget Amendments/Transfers			Division 4055 Total	$2,612,083
4120 - WATER RECLAMATION				
11/22/19	421-4120-536.63-00	45,243	PO 71959 / BRANDES DESIGN FY20 PO ROLLOVER	723

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/22/19	421-4120-536.62-00	65,000	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER	721
	421-4120-536.63-00	542,514		
01/09/20	421-4120-536.52-00	(6,500)	ADD FNDS FOR PO 75831 CAROLLO ENGINEERS	1349
	421-4120-536.56-15	6,500		
	421-4120-536.52-00	(10,000)	CORR ACCT FOR SFTWRE LICENSE / VTSCADA / CMMS	1347
	421-4120-536.56-15	10,000		
03/09/20	421-4120-536.52-00	(12,113)	RECLASS WILO MIXER EQUIP TO CAPITAL ACCT	2153
	421-4120-536.64-00	12,113		
03/17/20	421-4120-536.52-09	(83,600)	Assign AB Project Numbers	2283
	421-4120-536.31-00	(40,000)		
	421-4120-536.64-15	(28,000)		
	421-4120-536.52-09	(21,218)		
	421-4120-536.52-00	(20,500)		
	421-4120-536.52-09	(16,974)		
	421-4120-536.64-00	(16,575)		
	421-4120-536.46-00	(16,500)		
	421-4120-536.46-00	(15,200)		
	421-4120-536.52-00	(12,000)		
	421-4120-536.64-00	(8,945)		
	421-4120-536.64-00	(8,500)		
	421-4120-536.64-00	(6,000)		
	421-4120-536.52-00	(4,500)		
	421-4120-536.52-00	(4,178)		
	421-4120-536.52-00	(4,000)		
	421-4120-536.52-00	(2,289)		
	421-4120-536.52-00	(1,890)		
	421-4120-536.52-00	(1,800)		
	421-4120-536.52-00	1,800		
	421-4120-536.52-00	1,890		
	421-4120-536.52-00	2,289		
	421-4120-536.52-00	4,000		
	421-4120-536.52-00	4,178		
	421-4120-536.52-00	4,500		
	421-4120-536.64-00	6,000		
	421-4120-536.64-00	8,500		
	421-4120-536.64-00	8,945		
	421-4120-536.52-00	12,000		
	421-4120-536.46-00	15,200		
	421-4120-536.46-00	16,500		
	421-4120-536.64-00	16,575		
	421-4120-536.52-09	16,974		
	421-4120-536.52-00	20,500		
	421-4120-536.52-09	21,218		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/20	421-4120-536.64-15	28,000	Assign AB Project Numbers	2283
	421-4120-536.31-00	40,000		
	421-4120-536.52-09	83,600		
05/14/20	421-4120-536.46-00	(550)	REPAIR DOOR JAM ELEC BLDN	3020
	421-4120-536.46-02	550		
06/10/20	421-4120-536.64-00	10,851	PRCHSE 2 PORTABLE GENS FOR LIFT STNS / CPUT20PG	3348
07/08/20	421-4120-536.56-15	(12,000)	ADD FNDS TO OPER EXP ACCT	3668
	421-4120-536.52-00	12,000		
	421-4120-536.64-00	(10,851)	CORR BAF 20-069-T ACCT #	3666
	421-4120-536.46-00	(1,200)	RENT EXT / CRANE OPERATOR	3668
	421-4120-536.44-00	1,200		
08/12/20	421-4120-536.12-00	(1,416)	MAINT WKR / APP OPERATOR & OPERATOR B ACCRUALS	4123
	421-4120-536.12-12	1,416		
09/16/20	421-4120-536.46-00	(50)	NEW SMART PHONE	4510
	421-4120-536.41-00	50		
13	Budget Amendments/Transfers		Division 4120 Total $652,757	
4125 - SEWER FIELD OPERATIONS				
11/22/19	421-4125-536.46-00	40,571	PO 74913 / VORTEX SVCS FY20 PO ROLLOVER	723
	421-4125-536.46-00	25,805	PO 74914 / LORD & COMPANY FY20 PO ROLLOVER	723
	421-4125-536.46-00	69,000	PO 74983 / BARNEY PUMPS FY20 PO ROLLOVER	723
	421-4125-536.64-00	3,956	PO 75051 / COMPRESSED AIR FY20 PO ROLLOVER	723
	421-4125-536.46-00	7,567	PO 75069 / BARNEY PUMPS FY20 PO ROLLOVER	723
	421-4125-536.46-00	2,714	PO 75092 / MEAD & HUNT FY20 PO ROLLOVER	723
01/09/20	421-4125-536.52-00	(5,000)	CORR ACCT FOR SFTWRE LICENSE / INFRAMAP	1347
	421-4125-536.56-15	5,000		
02/26/20	421-4125-536.46-00	(50,811)	TaskOrder 2020-11 Carollo Resolution 2020-115	2039
	421-4125-536.31-03	50,811		
03/17/20	421-4125-536.46-00	(400,000)	Assign AB Project Numbers	2283
	421-4125-536.46-00	(335,000)		
	421-4125-536.64-00	(235,800)		
	421-4125-536.46-00	(100,000)		
	421-4125-536.46-00	(50,000)		
	421-4125-536.46-00	(50,000)		
	421-4125-536.46-00	(38,000)		
	421-4125-536.46-00	(30,000)		
	421-4125-536.46-00	(16,000)		
	421-4125-536.46-00	(15,000)		
	421-4125-536.46-00	(12,500)		
	421-4125-536.46-00	(10,000)		
	421-4125-536.46-00	(8,000)		
	421-4125-536.46-00	(6,000)		
	421-4125-536.46-00	(5,500)		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/20	421-4125-536.46-00	(300)	Assign AB Project Numbers		2283
	421-4125-536.46-00	300			
	421-4125-536.46-00	5,500			
	421-4125-536.46-00	6,000			
	421-4125-536.46-00	8,000			
	421-4125-536.46-00	10,000			
	421-4125-536.46-00	12,500			
	421-4125-536.46-00	15,000			
	421-4125-536.46-00	16,000			
	421-4125-536.46-00	30,000			
	421-4125-536.46-00	38,000			
	421-4125-536.46-00	50,000			
	421-4125-536.46-00	50,000			
	421-4125-536.46-00	100,000			
	421-4125-536.64-00	235,800			
	421-4125-536.46-00	335,000			
	421-4125-536.46-00	400,000			
05/14/20	421-4125-536.64-00	(3,956)	RECLASS PO 75051 NON CAP		3020
	421-4125-536.52-00	3,956			
06/10/20	421-4125-536.46-00	(10,851)	PRCHSE 2 PORTABLE GENS FOR LIFT STNS / CPUT20PG		3348
07/08/20	421-4125-536.64-00	(139,129)	CHNG PROJ # LIFT STN GENS		3667
	421-4125-536.64-00	139,129			
	421-4125-536.64-00	10,851	CORR BAF 20-069-T ACCT #		3666
	421-4125-536.53-00	(800)	TWO IWATER ANN MAINT FEES		3668
	421-4125-536.56-15	800			
08/12/20	421-4125-536.12-12	15,935	SUPERV III / MAINT WK I ACCRUALS		4123
	421-4125-536.13-00	42,770			
09/16/20	421-4125-536.46-00	(10,000)	INC L/S ELEC BUDG		4510
	421-4125-536.34-00	(2,000)			
	421-4125-536.53-00	(2,000)			
	421-4125-536.40-00	(900)			
	421-4125-536.47-00	(100)			
	421-4125-536.43-00	15,000			
16 Budget Amendments/Transfers			Division 4125 Total	$208,318	
126 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$3,812,013**	
3570 - STORMWATER UTILITY					
10/23/19	423-3570-538.39-00	(324,134)	BA #20-006-T - STORMWATER IMPROVEMENTS		311
	423-3570-538.63-00	50,000			
	423-3570-538.46-00	80,000			
	423-3570-538.63-00	194,134			
11/22/19	423-3570-538.31-00	2,955	PO 73710 / INFR SOL SVCS FY20 PO ROLLOVER		723
	423-3570-538.31-00	4,500	PO 74218 / MEAD & HUNT FY20 PO ROLLOVER		723

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/22/19	423-3570-538.63-00	121,380	PO 74643 / GRANITE INLINE FY20 PO ROLLOVER		723
	423-3570-538.34-00	9,240	PO 74857 / GOLD NUGGET FY20 PO ROLLOVER		723
	423-3570-538.46-00	(30,000)	PROVIDE BUDGET TO UPDATE EXISTING STORMWATER MODEL		724
	423-3570-538.31-00	30,000			
	423-3570-538.63-00	58,586	ROLL FY19 BDGT / SW PROJS FY20 BUDGET ROLLOVER		721
01/09/20	423-3570-538.46-00	(2,859)	COVER FLA TODAY ADS STORMWATER ASSESSMENT		1349
	423-3570-538.49-00	2,859			
03/09/20	423-3570-538.46-00	(21,000)	RECLASS PO 75692 TO FUND REQ 40435		2153
	423-3570-538.34-00	21,000			
03/17/20	423-3570-538.64-00	(270,032)	Assign AB Project Numbers		2283
	423-3570-538.46-00	(20,000)			
	423-3570-538.31-33	(6,615)			
	423-3570-538.52-33	(3,360)			
	423-3570-538.52-33	3,360			
	423-3570-538.31-33	6,615			
	423-3570-538.46-00	20,000			
	423-3570-538.64-00	270,032			
04/08/20	423-3570-538.63-00	(152,000)	HARR ST WQ20 DEMUCK 2020-136		2567
	423-3570-538.46-00	152,000			
05/11/20	423-3570-538.46-00	(11,000)	TAX ROLL UPDATE		2962
	423-3570-538.31-00	11,000			
05/14/20	423-3570-538.46-00	67,189	SOIRL GRANT REIMBURSEMENT CHURCH ST BAFFLE BOX		3030
06/01/20	423-3570-538.46-00	(1,900)	FEC ROW UTILITIES		3303
	423-3570-538.34-00	1,900			
07/08/20	423-3570-538.52-30	(5,210)	REP TRASH GRAPPLE TRUCK		3668
	423-3570-538.44-00	(2,000)			
	423-3570-538.46-03	7,210			
08/12/20	423-3570-538.43-00	1,114	ADDL BUDGET		4123
	423-3570-538.46-03	10,586			
	423-3570-538.49-00	120	ADDL BUDGET / TAG RENEWAL		4123
	423-3570-538.46-00	(11,820)	ELEC / WTR / SWR COSTS VEH REPAIRS / FL LICENSE		4123
09/16/20	423-3570-538.63-00	(35,664)	AURORA ST DESIGN		4509
	423-3570-538.63-00	(11,620)			
	423-3570-538.63-00	(2,516)			
	423-3570-538.63-00	49,800			
19	Budget Amendments/Transfers		Division 3570 Total	$263,850	
	19 Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$263,850**	
4700 - DEBT SERVICE					
09/09/20	425-4700-517.71-00	30,000	CORR BUDG WS 2018B		4440
1	Budget Amendments/Transfers		Division 4700 Total	$30,000	
	1 Total Budget Amendments/Transfers		**W/S RESTRICTED ASSETS**	**$30,000**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4020 - DYAL PLANT					
11/22/19	426-4020-536.63-00	518,073	PO 74876 / S4 WATER SALES FY20 PO ROLLOVER		723
	426-4020-536.63-00	51,808	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	426-4020-536.63-00	600,000			
06/01/20	426-4020-536.63-00	(190,808)	CORR ACC # BAF 20-063		3300
07/08/20	426-4020-536.63-00	(248,830)	CORR DIV / HSP #2 REHAB CCRIP PROJ /RES# 2020-174		3689
	426-4020-536.63-00	(2,320)	COVER PROJ OVER BDGT		3668
5	Budget Amendments/Transfers		Division 4020 Total	$727,923	
4055 - ENGINEERING					
11/22/19	426-4055-536.63-00	150,082	PO 74040 / E&D CONTRACT FY20 PO ROLLOVER		723
	426-4055-536.63-00	390,052	PO 74042 / ATLANTIC DEV FY20 PO ROLLOVER		723
	426-4055-536.63-00	4,502	PO 74097 / BUSSEN MAYER FY20 PO ROLLOVER		723
	426-4055-536.63-00	18,538	PO 74152 / CH2M HILL FY20 PO ROLLOVER		723
	426-4055-536.63-00	10,000	PO 74281 / WHARTON SMITH FY20 PO ROLLOVER		723
	426-4055-536.63-00	218,268	PO 74898 / CH2M HILL FY20 PO ROLLOVER		723
	426-4055-536.63-00	34,060	PO 74901 / MEAD & HUNT FY20 PO ROLLOVER		723
	426-4055-536.63-00	12,802	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	426-4055-536.63-00	16,022			
	426-4055-536.63-00	400,000			
	426-4055-536.63-00	698,664			
	426-4055-536.63-00	898,128			
	426-4055-536.63-00	1,185,780			
	426-4055-536.63-00	1,962,023			
	426-4055-536.63-00	2,622,381			
	426-4055-536.63-00	10,378,517			
01/24/20	426-4055-536.63-00	(439,845)	ADDL BUDGET FOR WS17MI TO COVER WS17MI BID COSTS		1557
	426-4055-536.63-00	439,845			
02/26/20	426-4055-536.63-00	(85,466)	Project Retainage Adj Resolution 2020-111		2039
	426-4055-536.63-00	(12,302)			
03/17/20	426-4055-536.63-00	(13,326,022)	Assign AB Project Numbers		2283
	426-4055-536.63-00	(3,128,564)			
	426-4055-536.63-00	(1,393,750)			
	426-4055-536.63-00	(393,684)			
	426-4055-536.63-00	(325,016)			
	426-4055-536.63-00	325,016			
	426-4055-536.63-00	393,684			
	426-4055-536.63-00	1,393,750			
	426-4055-536.63-00	3,128,564			
	426-4055-536.63-00	13,326,022			
04/22/20	426-4055-536.63-00	(3,874,499)	ALLOC BUDGET FOR CCRIP R 2020-143		2739
	426-4055-536.63-00	(2,355,707)			
	426-4055-536.63-00	(898,128)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/22/20	426-4055-536.63-00	(688,429)	ALLOC BUDGET FOR CCRIP R 2020-143		2739
	426-4055-536.63-00	(190,808)			
	426-4055-536.64-00	1,745,965			
	426-4055-536.62-00	6,305,506			
06/01/20	426-4055-536.63-00	190,808	CORR ACC # BAF 20-063		3300
07/08/20	426-4055-536.63-00	248,830	CORR DIV / HSP #2 REHAB CCRIP PROJ /RES# 2020-174		3689
14	Budget Amendments/Transfers			Division 4055 Total	9,385,589
4120 - WATER RECLAMATION					
11/22/19	426-4120-536.63-00	6,084	PO 74732 / CAROLLO ENG FY20 PO ROLLOVER		723
	426-4120-536.63-00	72,100	PO 74805 / WPC INDUST FY20 PO ROLLOVER		723
	426-4120-536.63-00	39,072	PO 74872 / DIVERSIFIED EN FY20 PO ROLLOVER		723
	426-4120-536.63-00	37,500	PO 75077 / PITTSBURG TANK FY20 PO ROLLOVER		723
	426-4120-536.63-00	45,300	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	426-4120-536.63-00	2,690,036			
02/26/20	426-4120-536.63-00	(1,400)	Project Retainage Adj Resolution 2020-111		2039
04/22/20	426-4120-536.63-00	(43,900)	ALLOC BUDGET FOR CCRIP R 2020-143		2739
07/08/20	426-4120-536.63-00	(1,400)	COVER PROJ OVER BDGT		3668
	426-4120-536.63-00	3,720			
8	Budget Amendments/Transfers			Division 4120 Total	2,847,112
27	Total Budget Amendments/Transfers		**WS CPTL PROJ 2018B**		**22,960,624**

467 Transfers & Amendments between 10/1/2019 and 9/30/2020

FY 2020 TOTAL TRANSFERS & AMENDMENTS **37,758,940**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2020 - Budget Tracking Worksheets\FY 2020 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

FY 2020 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 9/30/2020

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/09/19	001-0000-389.99-50	50,000	BA #20-001-A - PLANNING SVCS FOR COCOA PD		238
10/23/19	001-0000-331.20-05	22,166	BA #02-002-A - ACCEPT JAG GRANT FOR PD FOR FY20		312
	001-0000-331.20-12	10,507	BA #02-003-A - ACCEPT BVP GRANT FOR PD FOR FY20		312
11/22/19	001-0000-389.99-50	293,269	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		722
01/13/20	001-0000-343.90-01	9,397	INC FDOT MEDIAN MAINT BUDGET; 2 QTRS FY20		1384
01/22/20	001-0000-389.99-50	36,849	INC FND / RVRFRNT PROM RES 2020-176 / CC 1/22/20		3752
02/26/20	001-0000-337.20-02	16,541	Grant for Lucas System Resolution 2020-009		2039
03/17/20	001-0000-331.20-15	(126,896)	Assign AB Project Numbers		2283
	001-0000-331.20-16	(700)			
	001-0000-331.20-16	(300)			
	001-0000-331.20-16	300			
	001-0000-331.20-16	700			
	001-0000-331.20-15	126,896			
04/01/20	001-0000-389.99-50	191,171	SEAWALL TIEBACKS RVRFRNT		2476
04/08/20	001-0000-331.39-11	195,929	DIXON/BYRD SIDEWALK 2020-132		2578
	001-0000-389.99-50	237,033	PAYOUTS-CM TERM 2020-130		2578
04/22/20	001-0000-331.39-12	25,000	COMMUNITY FORESTS GRANT YEAR 1 OF 3 R 2020-140		2737
	001-0000-389.99-50	25,000			
05/27/20	001-0000-343.39-04	(164,187)	COVID / INCOME DECREASE		3270
	001-0000-389.99-50	(208,000)	COVID / RED REV / EXP		3270
07/08/20	001-0000-389.99-50	(199,814)	BC REIMB JLS CTR DIST 4 AGENDA 20-54/RES 2020-173		3692
	001-0000-381.91-30	199,814			
07/22/20	001-0000-389.99-50	74,697	CHAMBER SOUND SYST UPGR RES # 2020-178		3862
	001-0000-343.41-20	11,220	RES RECYCLE COST WASTE MGMT RES # 2020-319		3860
08/12/20	001-0000-334.50-10	58,219	CARES CRF AGRMT 107-2020 COVID19 / RES #2020-191		4121
	001-0000-366.00-00	(150,000)	CORR GEN RET CONTRIB RES # 2020-188		4123
	001-0000-389.99-50	(20,877)			
08/26/20	001-0000-366.10-10	3,725	DONATED POLICE K9 RES # 2020-197		4277
09/09/20	001-0000-381.91-30	37,500	RELOC BLCHRS FROM JOE LEE SMITH CNTR TO TRAVIS PARK		4439
21 Budget Amendments/Transfers			Division 0000 Total	$755,159	
21 Total Budget Amendments/Transfers			**GENERAL FUND**	**$755,159**	
11/22/19	103-0000-389.99-50	300,172	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
02/26/20	103-0000-389.99-50	(14,466)	Project Retainage Adj Resolution 2020-111		2039

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/12/20	103-0000-331.54-09	103,352	CARES CV AGRMT 12-0003 RES #2020-192		4122
3 Budget Amendments/Transfers			Division 0000 Total	$389,058	
3 Total Budget Amendments/Transfers			**CDBG**	**$389,058**	
11/22/19	104-0000-389.99-50	400,000	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
01/13/20	104-0000-389.99-10	3,863	INC HOME GRANT CRRYFORWRD MATCH HOME AGREEMENT		1385
2 Budget Amendments/Transfers			Division 0000 Total	$403,863	
2 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$403,863**	
11/22/19	108-0000-389.99-50	834,332	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
12/11/19	108-0000-381.91-01	19,937	SEC 108 LOAN SUBSIDY FEE JOE LEE SMITH CTR CONST		1106
	108-0000-389.99-50	(894,000)	SEC 108 LOANPROC HUD NOTE JOE LEE SMITH CENTER PROJ		1104
	108-0000-384.00-00	894,000			
02/26/20	108-0000-389.99-50	(6,630)	Project Retainage Adj Resolution 2020-111		2039
4 Budget Amendments/Transfers			Division 0000 Total	$847,639	
4 Total Budget Amendments/Transfers			**SEC 108 LOAN GUARANTEE**	**$847,639**	
11/22/19	110-0000-389.99-50	117,266	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
	110-0000-389.99-10	221,427	ROLL FY19 BDGT LEE WENNER FY20 BUDGET ROLLOVER		720
12/11/19	110-0000-389.99-50	138,889	C&D CONST C/O #1 AGENDA 19-653		1107
3 Budget Amendments/Transfers			Division 0000 Total	$477,582	
3 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$477,582**	
11/22/19	111-0000-389.99-50	47,488	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
1 Budget Amendments/Transfers			Division 0000 Total	$47,488	
1 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$47,488**	
07/22/20	141-0000-389.99-11	74,847	FARO SCAN / DART TRNG SIGNS / RES # 2020-182		3861
1 Budget Amendments/Transfers			Division 0000 Total	$74,847	
1 Total Budget Amendments/Transfers			**STATE FORFEITURE FUNDS**	**$74,847**	
11/22/19	301-0000-389.99-50	2,774,807	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	301-0000-389.99-50	281,234	ROLL FY19 BDGT DR JOE LEE FY20 BUDGET ROLLOVER		720
02/26/20	301-0000-389.99-50	(47,364)	Project Retainage Adj Resolution 2020-111		2039
07/08/20	301-0000-338.10-03	199,814	BC REIMB JLS CTR DIST 4 AGENDA 20-54/RES 2020-173		3690
4 Budget Amendments/Transfers			Division 0000 Total	$3,208,491	
4 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$3,208,491**	
11/22/19	302-0000-389.99-50	1,633,745	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	302-0000-389.99-50	2,474,143	ROLL FY19 BDGT HURR IRMA FY20 BUDGET ROLLOVER		720
12/11/19	302-0000-381.91-10	138,889	C&D CONST C/O #1 AGENDA 19-653		1107
	302-0000-381.91-10	148,878	COCOA CRA TXFR-PROMENADE RVRFRNT PROM OVERLOOKS		1102
	302-0000-381.91-10	100,000	COCOA CRA TXFR-PROMENADE RVRFRNT PROMENADE ENHNCE		1102
	302-0000-389.99-50	(225,000)	ROLL FIND GRANT REV #BV-CO-17-134		1100
	302-0000-337.30-15	225,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/11/19	302-0000-389.99-50	(427,100)	ROLL FIND GRANT REV #BV-CO-17-139E		1100
	302-0000-337.30-16	427,100			
01/22/20	302-0000-381.91-01	36,849	INC FND / RVRFRNT PROM RES 2020-176 / CC 1/22/20		3752
02/26/20	302-0000-389.99-50	(16,099)	Project Retainage Adj Resolution 2020-111		2039
	302-0000-389.99-50	(1,719,250)	Reverse Duplicate Entry Resolution 2020-110		2039
04/01/20	302-0000-381.91-01	191,171	SEAWALL TIEBACKS RVRFRNT		2476
11	Budget Amendments/Transfers		Division 0000 Total	$2,988,326	
	11 Total Budget Amendments/Transfers		**RIVERFRONT/LEE WENNER PK**	**$2,988,326**	
11/22/19	303-0000-389.99-50	1,500,000	ROLL FY19 BDGT FISKE BLVD FY20 BUDGET ROLLOVER		720
1	Budget Amendments/Transfers		Division 0000 Total	$1,500,000	
	1 Total Budget Amendments/Transfers		**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
11/22/19	421-0000-389.99-50	1,895,690	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	421-0000-389.99-50	1,072,363	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
06/24/20	421-0000-389.99-50	210,990	FEMA MIT GRANT/LIFT STN 1 PR 4337-232-R/CON# H0477		3536
	421-0000-331.30-02	632,970			
3	Budget Amendments/Transfers		Division 0000 Total	$3,812,013	
	3 Total Budget Amendments/Transfers		**WATER/SEWER FUND**	**$3,812,013**	
11/22/19	423-0000-389.99-50	138,075	MOVE FUNDS FROM RESERVE FY20 PO ROLLOVER		723
	423-0000-389.99-50	58,586	ROLL FY19 BDGT / SW PROJS FY20 BUDGET ROLLOVER		721
05/14/20	423-0000-338.10-02	67,189	SOIRL GRANT REIMBURSEMENT CHURCH ST BAFFLE BOX		3030
3	Budget Amendments/Transfers		Division 0000 Total	$263,850	
	3 Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$263,850**	
09/09/20	425-0000-381.91-21	30,000	CORR BUDG WS 2018B		4440
1	Budget Amendments/Transfers		Division 0000 Total	$30,000	
	1 Total Budget Amendments/Transfers		**W/S RESTRICTED ASSETS**	**$30,000**	
11/22/19	426-0000-389.99-50	1,498,331	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	426-0000-389.99-50	21,561,461	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
02/26/20	426-0000-389.99-50	(99,168)	Project Retainage Adj Resolution 2020-111		2039
3	Budget Amendments/Transfers		Division 0000 Total	$2,960,624	
	3 Total Budget Amendments/Transfers		**WS CPTL PROJ 2018B**	**$2,960,624**	
61	**Transfers & Amendments between 10/1/2019 and 9/30/2020**				
			FY 2020 TOTAL TRANSFERS & AMENDMENTS	**37,758,940**	

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2020 - Budget Tracking Worksheets\FY 2020 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath