City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, October 12, 2021

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 21-659 Approve the Agenda for the Regular meeting of October 12, 2021, as presented or with amendments.

Attachments: 10-12-2021 Short Agenda ADA.pdf

MINUTES:

II.2 21-660 Approve the Minutes of the Regular meeting of September 14, 2021, as written or with amendments.

Attachments: 09-14-2021 Minutes ADA.pdf

EXHIBIT A-FY2022 Budget 1st Public Hearing (091421)Final.pdf

III. AWARDS AND PRESENTATIONS:

III.1 21-658 Presentation on the Cocoa Police Department's Strategic Plan. (Chief Collier & Consultants)

Attachments: CPD Strategic Plan - Council Presentation.pdf

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 21-661 Council acceptance of U.S. Department of the Interior-National Parks Service African American Civil Rights Grant Award # P21AP11733-00 in the amount of $30,000 for the purposes of conducting historical research and documentation on the Civil Rights Case Gilbert v. Board of Public Instruction of Brevard County, Florida. Approve a Resolution amending the Fiscal Year 2022 Budget, BAF # 22-007-A in the amount of $30,000 for the grant award (Project GR2111). (Interim Community Services Director)

Attachments: P21AP11733-00 African American Civil Rights Grant Award Package.pdf
BAF 22-007-A-CD-African Amer Civil Rights Grant (10-12-21) Agenda 21-661.p
Budget Resolution FY 2022- ADA Compliant.docx

V.2 21-670 Approve the Interlocal Agreement between Brevard County Board of County Commissioners and the City of Cocoa regarding Automatic Aid for Fire Protection and Rescue Services and the lease of Old Fire Station #2(BCFR Station #46). Request Council grant the City Manager authorization to approve annual renewals and or modifications as necessary. (Fire Chief)

Attachments: Cocoa Interlocal Auto Aid and Station Lease Agreement Combined COUNTY FI

MULTI-YEAR CONTRACTS:

V.3(b) 21-651 Approve the renewal of the co-operative purchasing agreement with Granite Inliner (formally Layne In-Liner LLC) in the amount of $146,070, plus a contingency of $3,930 for a total of $150,000 for FY22, using Polk County Bid 20-577 approved June 30, 2020 through May 31, 2023 to reline various sized pipes and Authorize the City Manager to sign the contract(s), renewal(s) and Purchase Orders for each subsequent fiscal year pending the approval of that year's budget. (Public Works Director)

Attachments: Polk County PO.pdf
Polk County Bid 20-577 Granite Inliner submittal.pdf
Granite INliner COI 10-1-22.pdf
RE Request Permission to Piggyback (B-20-577 Granite Inliner).msg
Piggyback Agreement Approval by Council October 27, 2020 Page 2.pdf
Contingency Resolution for CIPP.docx

V.4(b) 21-656 Approve entering into a multi-year piggyback agreement for an initial 3-year term with two 1-year renewals, with Frontline Fire Protection Systems, LLC dba ATP Fire, utilizing Brevard County Contract B# 7-21-86 for on-demand fire extinguisher services. Authorize the City Manager to sign the contract(s) and renewal(s) for each subsequent fiscal year. (Public Works Director)

Attachments: Brevard County Fire Extinguisher Bid B-7-21-86.pdf
PARTICALLY EXECUTED Standard Form for Piggyback Contract No. B 7-21-8
SIGNED E-Verify Contractor Affidavit.pdf

V.5(b) 21-678 Approval of a Multi-Year Piggyback Agreement with Gabriel, Roeder, Smith (GRS) using Pinellas County contract #07-2017 to Perform Other Post-Employment Benefits Actuarial Services for the Calculation of FY21 and FY22 OPEB Liability. (Finance Director)

Attachments: 189-0419-A Final Executed Agreement.pdf
First Amendment - FINAL EXECUTED.pdf
PARTICIALLY EXECUTED Standard Form for Piggyback Contract (GRS - Cont
SIGNED E Verify Affidavit Signed.pdf
E-Verify signed MOU 2009 1208.pdf

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 21-620 Request approval of the Council appointments for the City Districting Commission.

VII.2 21-641 As recommended by the Code Enforcement Board and Staff, affirm the current amount of the current Code Enforcement Lien of $37,030.00 for the property located at 2607 N. Indian River Dr., and provide no reduction of the lien amount as city costs are greater than the lien amount of $37,030.00. (Chief of Police)

Attachments: Lien Reduction Application.pdf
Staff Report for Lien Reduction-2607IRD.docx
Board Order.pdf
17-907 NOH 2607 N Indian River Dr 1-25-18.docx
17-907 NOHNC 2607 N Indian River 8-3-18.docx
Cost Affidavit Form -2607ird.xlsx

VII.3 21-657 Approve a Resolution recognizing October 18-24, 2021 as "Florida City Government Week". (City Manager)

Attachments: Government Week Resolution 2021.docx

VII.4 21-663 Consider the reappointment of Ms. Marilyn Green as a member of the Planning and Zoning Board through November 30, 2024. (Administrative Services Director)

Attachments: Intent to Reapply.pdf
P&Z Roster.pdf

VII.5 21-676 City Council discussion and direction related to the construction of a new access point to the Cocoa Conservation Area for a future cross-country course. (Public Works Director)

Attachments: Final Letter Sent 7-14-21.pdf
Trail Easement.pdf

VIII. CITY BUSINESS:

IX. INFORMATIONAL AGENDA:

IX.1 21-669 Calls for service provided by the Cocoa Fire Rescue Department for the month of September 2021. (Fire Chief)

Attachments: September 2021 Call for Service By Incident Type.pdf

IX.2 21-680 Informational agenda item to show an overview of the history of Grants for the City over the past 6 years. (Finance Director)

Attachments: Grant History Spreadsheet - FY16 - FY22.xlsx

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.
Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Applicants or representatives of recognized groups with special interests in a matter shall be limited to ten (10) minutes; and total debate on a single issue shall be limited to thirty (30) minutes. Only one presentation per person per item shall be allowed.

A Council member may add an item to the agenda during the meeting only at the time the agenda is approved. If the item requires action by the Council, then it may be added to the agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

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

Legislation Details (With Text)

File #:	21-659	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/27/2021			**In control:**	City Council
On agenda:	10/12/2021			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of October 12, 2021, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-12-2021 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 27, 2021
Agenda Date: October 12, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of October 12, 2021, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of October 12, 2021, as presented or with amendments.

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Agenda[1]
City of Cocoa
Regular Meeting of The City Council

Date: October 12, 2021
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 12, 2021. (21-659)

2. Minutes: Regular Meeting of September 14, 2021 (21-660)

III. Awards and Presentations:

1. Presentation on the Cocoa Police Department's Strategic Plan. (21-658). (Chief Collier & Consultants)

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*

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[1] PLEASE NOTE THAT THIS AGENDA CAN BE AMENDED UP UNTIL AND AT THE MEETING ON 10/12/2021

Public Hearing items), may address the City Council under Delegations by filling out a speaker card.

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

V. Consent Agenda:

(A) General Consent Items:

1. Council acceptance of U.S. Department of the Interior-National Parks Service African American Civil Rights Grant Award # P21AP11733-00 in the amount of $30,000 for the purposes of conducting historical research and documentation on the Civil Rights Case Gilbert v. Board of Public Instruction of Brevard County, Florida. Approve a Resolution amending the Fiscal Year 2022 Budget, BAF # 22-007-A in the amount of $30,000 for the grant award (Project GR2111). (21-661). (Interim Community Services Director)

2. Approve the Interlocal Agreement between Brevard County Board of County Commissioners and the City of Cocoa regarding Automatic Aid for Fire Protection and Rescue Services and the lease of Old Fire Station #2(BCFR Station #46). Request Council grant the City Manager authorization to approve annual renewals and or modifications as necessary. (21-670). (Fire Chief)

(B) Multi-Year Contracts:

3. Approve the renewal of the co-operative purchasing agreement with Granite Inliner (formally Layne In-Liner LLC) in the amount of $146,070, plus a contingency of $3,930 for a total of $150,000 for FY22, using Polk County Bid 20-577 approved June 30, 2020 through May 31, 2023 to reline various sized pipes and Authorize the City Manager to sign the contract(s), renewal(s) and Purchase Orders for each subsequent fiscal year pending the approval of that year's budget. (21-651). (Public Works Director).

4. Approve entering into a multi-year piggyback agreement for an initial 3-year term with two 1-year renewals, with Frontline Fire Protection Systems, LLC dba ATP Fire, utilizing Brevard County Contract B# 7-21-86 for on-demand fire extinguisher services. Authorize the City Manager to sign the contract(s) and renewal(s) for each subsequent fiscal year. (21-656). (Public Works Director)

5. Approval of a Multi-Year Piggyback Agreement with Gabriel, Roeder, Smith (GRS) using Pinellas County contract #07-2017 to Perform Other Post-Employment Benefits Actuarial Services for the Calculation of FY21 and FY22 OPEB Liability. (21-678). (Finance Director)

VI. Public Hearings:

None.

VII. Council Business:

1. Request approval of the Council appointments for the City Districting Commission. (21-620). (Interim Community Services Director)

2. As recommended by the Code Enforcement Board and Staff, affirm the current amount of the current Code Enforcement Lien of $37,030.00 for the property located at 2607 N. Indian River Dr., and provide no reduction of the lien amount as city costs are greater than the lien amount of $37,030.00. (21-641). (Chief of Police)

3. Approve a Resolution recognizing October 18-24, 2021 as " Florida City Government Week". (21-657). (City Manager)

4. Consider the reappointment of Ms. Marilyn Green as a member of the Planning and Zoning Board through November 30, 2024. (21-663). (Administrative Services Director)

5. City Council discussion and direction related to the construction of a new access point to the Cocoa Conservation Area for a future cross-country course. (21-676). (Public Works Director)

VIII. City Business:

None.

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Calls for service provided by the Cocoa Fire Rescue Department for the month of September 2021. (21-669). (Fire Chief)

2. Informational agenda item to show an overview of the history of Grants for the City over the past 6 years.. (21-680). (Finance Director)

X. Reports:

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

XI. Adjournment:

XII. Notice To The Public:

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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.

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Code sections:					
Attachments:	09-14-2021 Minutes ADA.pdf EXHIBIT A-FY2022 Budget 1st Public Hearing (091421)Final.pdf				

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CITY COUNCIL AGENDA ITEM

Memo Date: September 27, 2021
Agenda Date: October 12, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of September 14, 2021, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of September 14, 2021, as written or with amendments.

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MINUTES
City of Cocoa
Regular Meeting of The City Council

September 14, 2021

A Regular City Council Meeting was held on Tuesday, September 14, 2021, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

Mayor Blake acknowledged State Representative Tyler Sirois who was in attendance.

Councilmember Hearn provided the invocation and Councilmember Dyal led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	James Goins	Deputy Mayor
	Rip Dyal	Councilmember
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Evander Collier, Chief of Police; Jonathan Lamm, Fire Chief; Abby Morgan, Stormwater Engineer/Acting Public Works Director; Rebecca Bowman, Finance Director; Samantha Senger, Assistant to the City Manager/PIO; Charlene Neuterman, Interim Community Services Director; Lora Howell, Deputy Finance Director; Gail Bantugan, Leisure Services Manager; and Ben Wenrich, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of September 14, 2021. (21-588)

2. Minutes: (a) Regular Meeting of August 10, 2021 (21-589)
(b) District 3 Town Hall Meeting on August 17, 2021 (21-590)
(c) Regular Meeting of August 24, 2021 (21-605)

* **MOTION by Councilmember Koss; Seconded by Councilmember Dyal, to approve the Agenda as presented for the Regular meeting of September 14, 2021 and to approve the Minutes of the Regular meeting of August 10, 2021 with the following amendment:** ***page 7, paragraph 7: She noted that the presentation by Cape Canaveral was interesting. Through that they started to create change in their city. The big takeaway was that once the Chief Financial Officer understood the cost analysis and long-term economic savings of the Sustainability/Resiliency Plan, projects proceeded smoothly with full staff support;*** **and the Minutes of the District 3 Town Hall Meeting on August 17, 2021 and the Regular Meeting of August 24, 2021 as written.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANAMOUSLY (5-0)

III. Awards and Presentations:

1. Legislative update at the state level by Representative Tyler Sirois. (21-600). (Representative Sirois)

Representative Sirois thanked Council for having him and wanted to let them all know that he was always there for them to help with the City's priorities. He spoke about the legislative session during Covid and spoke specially about water projects. He advised that there are projects such as muck dredging, septic to sewer conversions, stormwater, and other projects that the House looks for a city to bring forward for a match for their ask of the legislature. There has been success in the past with these grants and the process is now beginning and is timely. He further pointed out that if there are specific projects the City has in relation to water quality, the environment, restoration, or preservation, his office can work on those as well because of the impact they have on this area.

Rep. Sirois advised that Angelique Rinaldi in his office is great at the paperwork for this.

He further asked that the City let him know of at least two priorities that the City would like funded for next year so that he can take that information to Tallahassee.

Lastly, Rep. Sirois mentioned derelict boats and that the issue that troubles him most is the investment that the City Council makes in the environment and what taxpayers pay for the lagoon restoration and to see these vessels sitting there with no care or responsibility as to what happens next with them. Senate Bill 1086 was passed this session which creates an administrative process and gives law enforcement the authority to take action in certain situations in regards to these boats. Additionally, there are now means in the law to address the issues before the vessel sinks. This is a proactive piece of legislation that he is proud of.

In closing, he stated that he was looking forward to seeing everyone in Tallahassee and thanked them for what they can accomplish together.

Mayor Blake thanked him and Councilmember Koss assured him that they would be putting their heads together for these water projects.

IV. Delegations:

Paul Kamus, 116 Olive Street, Cocoa, thanked the City Council, staff and Cocoa Fire Firefighters Association for the stair climb event this past Saturday. He thought it was great to see all of Council present. He spoke about the Division of Retirement conference coming up in November and pointed out that it was a free conference for fire and police pension board members. Mr. Kamus spoke about being a member of the Police Pension Board and how he felt these conferences were important. He did not feel it was right for someone to be appointed to a board and not understand what they were talking about. Lastly, he stated that during the last presidential election he wrote a letter to the president and the President responded. He shared a copy of that letter with Council.

Phyllis Moscoso, 2209 Catawba Drive, Cocoa, provided an update on the Brevard Museum. The 501c3 was approved in August and the website is up and running. She noted that Smithsonian Magazine has a national museum day coming up and they just found out that the Brevard Museum was approved and would be mentioned in that magazine. An email will also be sent out through Constant Contact letting people know of the museums participation and to urge the support of museums in their communities.

Keno Diefenderfer, 506 Donley Street, Cocoa, reminded Council of his request for a skateboard park in Cocoa. He reiterated how a skate park would benefit Cocoa and requested a meeting with the City Manager.

Nancy Hamilton, 1045 Willow Lane, Cocoa, on behalf of the Cocoa High Tigers, thanked everyone for their support and for all that they are doing. She spoke of the massive amounts of donations of snacks, water, etc. that they have received. She thanked Councilmember Hearn for always helping out.

At the request of Mayor Blake, she advised that they were selling shirts, umbrellas, backpacks, etc., and if anyone is interested in purchasing they can call 321-208-3981. She thanked everyone again.

Councilmember Hearn thanked her for advocating for the kids at Cocoa High School and for all of the hard work she puts in as well. Mayor Blake thanked her for being a good and faithful servant.

V. Consent Agenda:

(A) General Consent Items:

1. Approve the Fifth Amendment to the License Agreement with T-Mobile South, LLC, Successor in Interest to APT Tampa/Orlando, Inc. (21-422). (Utilities Director)

2. Award Bid Number B-21-22-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; To Approve Cross Connection Control Technical Field Services Provided by Ace Flow Control up to the FY 2022 Budgeted Amount of $680,000, Pending Approval of the FY 2022 Budget. (21-523). (Utilities Director)

3. Approve Task Order 2022-20 with Jacobs Engineering Group (Jacobs) for Program Management Services, Project No. WS1221, and Task Order 2022-19 for Plan Review Services to include Engineering Land Development Review, Project No. WS1221; Pending Approval of the FY2022 Budget. (21-538). (Utilities Director)

4. Approve the FY2022 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 FY2022 Budget. (21-554). (Utilities Director)

5. Approve Task Order 2022-18 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross Connection Control Program, Project No. WS13BC; Pending Approval of the FY 2022 Budget. (21-555). (Utilities Director)

6. Approve a Change Order to Purchase Order Number 77665 in the amount of $54,182 to Southern Sewer Equipment and Sales Inc. for the Stormwater Vac-Con cab and chassis replacement and vehicle repairs. (21-567). (Public Works Director)

7. Council acceptance of State of Florida Historic Preservation Small Matching Grant Award # 22.h.sm.300.024 in the amount of $50,000 ($25,000 grant/$25,000 match) for the purposes of designing educational displays related to the history of the Leon and Jewel Collins Museum of African American History and Culture. Approve a Resolution Amending the Fiscal Year 2021 Budget, BAF# 21-113-A in the amount of $25,000 for the grant award. Authorize the City Manager to sign the Grant Award Agreement. (21-579). (Interim Community Services Director)

8. Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2021 through September 30, 2022 with an estimated premium of $1,107,258 pending approval of the FY2022 budget. (21-591). (Administrative Services Director)

9. Approve the 1st Amendment CentralSquare Solutions Agreement to execute the Optional Term 2 of the previously approved CentralSquare Solutions Agreement to provide NaviLine Public Administration applications, Pending the Approval of the FY22 Budget. (21-594). (Chief Technology Officer)

10. Approve Addendum #1 to the Master Agreement For Water Meter and Meter Reading Equipment Purchases with Sunstate Meter & Supply, Inc., Approve the Exemption to Competitive Bid Form and authorize the City Manager to approve a Blanket Purchase Order for Sunstate Meter and Supply Inc. up to $1,500,000 and Request Council approval of a Resolution to Waive Competitive Bid with Sunstate Meter and Supply Inc for the purchase of Neptune water meters and other ancillary hardware required to support meter operations for FY22. (21-596). (Finance Director)

11. Approve a Resolution Amending the Fiscal Year 2021 Budget, BAF # 21-112-A, for CDBG-CV3 allocation of $133,363. (21-597). (Interim Community Services Director)

12. Approve and authorize the annual renewal payment of the Support Agreement with Tyler Technologies, Inc for the Aegis Public Safety software suite, pending FY2022 budget approval. (21-602). (Chief Technology Officer)

13. Requesting settlement authority for the tentative settlement agreement between City of Cocoa employee Gary Parker and the City of Cocoa authorizing the payment of the Workers' Compensation settlement. (21-608). (Administrative Services Director)

14. Authorize the City Manager to execute the Telecommunications Tower Colocation Consent and Lease Agreement between New Cingular Wireless PCS, LLC (AT&T) and the City of Cocoa. The Revenue will be recognized after the adoption of the FY22 Budget. (21-612). (Chief Technology Officer)

(B) Multi-Year Contracts:

15. Approval of Multi-Year Piggyback Agreement with Milestone Professional Services, Inc. for Accounting Services for Annual Financial Report (AFR) Preparation. (21-595). (Finance Director)

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANAMOUSLY (5-0)

VI. Public Hearings:

1. Ordinance No. 10-2021/2nd and Final Reading: Approving the proposed solid waste contract/franchise with Waste Management Inc. of Florida to provide residential and commercial solid waste services within the incorporated city limits of the City of Cocoa. Authorize the Mayor, City Manager, and City Attorney to execute all documentation needed to implement the proposed contract. (21-566). (Public Works Director)

Attorney Garganese read Ordinance No. 10-2021 into the record, by title only as follows. He advised this was the second and final reading, proposing the adoption of a new solid waste franchise.

ORDINANCE NO. 10-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, APPROVING A SOLID WASTE FRANCHISE AGREEMENT BETWEEN THE

CITY OF COCOA AND WASTE MANAGEMENT OF FLORIDA, INC., ATTACHED HERETO; ESTABLISHING SOLID WASTE SERVICE CHARGES AS PROVIDED BY SECTION 9-37 OF THE CITY OF COCOA CODE OF ORDINANCES; PROVIDING FOR ANNUAL INCREASES IN SERVICE CHARGERS EQUAL TO THE CONSUMER PRICE INDEX FOR GARBAGE AND TRASH; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY AND AN EFFECTIVE DATE.

Ms. Morgan noted this was the second reading of the ordinance.

Mayor Blake closed this portion to the Council and opened the hearing to the public.

Aleck Greenwood, 640 Brevard Avenue, Cocoa, spoke in regards to this and noted the transition to the yard waste and the way it needs to be picked up. He mentioned that there are some without a computer and that the way you have to follow up with Waste Management is different. He explained that Ms. Senger is providing two different numbers for the public to call. He thanked a Public Works employee who helped get his concerns taken care of.

There being no further comments from the public, Mayor Blake closed the public hearing and returned it to Council.

* **MOTION by Councilmember Hearn; Seconded by Councilmember Dyal, to approve Ordinance No. 10-2021 on 2nd and Final Reading: Approving the proposed solid waste contract/franchise with Waste Management Inc. of Florida to provide residential and commercial solid waste services within the incorporated city limits of the City of Cocoa. Authorize the Mayor, City Manager, and City Attorney to execute all documentation needed to implement the proposed contract.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANAMOUSLY (5-0)

2. Approve Final Fire Assessment Resolution 2021-082 and the Non-Ad Valorem Assessment Roll for Fire Protection Assessment Fiscal Year 2022. (21-571). (Finance Director)

Ms. Bowman explained this was the Final Fire Assessment Resolution which includes the 3% increase.

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

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the Final Fire Assessment Resolution 2021-082 and the Non-Ad Valorem Assessment Roll for Fire Protection Assessment Fiscal Year 2022.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANAMOUSLY (5-0)

3. Accept Stantec's FY 2021 Stormwater Rate Study Update and Approve the Final Stormwater Assessment Resolution # 2021-083, and the Non-Ad Valorem Assessment for Stormwater Utility Services, Fiscal Year 2022. (21-572). (Finance Director)

Ms. Bowman explained that this was the second and final reading of the Stormwater Assessment Resolution. She further pointed out that the annual rate study is performed by Stantec in order to ensure that rates are sufficient.

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

* **MOTION by Councilmember Hearn; Seconded by Councilmember Dyal to Approve the Final Stormwater Assessment Resolution # 2021-083, and the Non-Ad Valorem Assessment for Stormwater Utility Services, Fiscal Year 2022.**

Councilmember Koss stated that when the Stormwater Management Plan was set up there was supposed to be a way to get a credit. Ms. Morgan advised that there is a policy in place which was approved by the City Manager and it is available on the Stormwater Assessment site. Ms. Morgan further noted the policy has not been revised from the original one.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANAMOUSLY (5-0)

Ms. Bowman clarified that the vote was for the whole requested action.

THE MOTION WAS RESCINDED.

* **MOTION by Councilmember Hearn; Seconded by Councilmember Dyal, to Accept Stantec's FY 2021 Stormwater Rate Study Update and Approve the**

Final Stormwater Assessment Resolution # 2021-083, and the Non-Ad Valorem Assessment for Stormwater Utility Services, Fiscal Year 2022.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANAMOUSLY (5-0)

4. Conduct a Public Hearing on the tentative millage rate and tentative budget and: (a) Adopt Resolution No. 2021-080 adopting a tentative millage rate of 6.4532 mills, for the City of Cocoa, commencing on October 1, 2021 and ending on September 30, 2022.

Mayor Blake advised there are two portions to this public hearing and the first part would be accepting the millage rate.

Ms. Bowman advised that at this meeting they would be adopting a tentative Millage Rate for FY 2022 as well as Tentative Budget for FY 2022. She further pointed out that this process started in March and she shared a timeline of the budget process, which included several workshops and meetings that were held in order to discuss the budget.

Ms. Bowman provided a presentation[1] and reiterated that tonight they would adopt a tentative millage and budget and also set a second public hearing for September 29, 2021. The budget must be balanced by October 1st.

She explained that at the July 27, 2021 Council meeting, Council set a tentative millage rate of 6.4532 in a unanimous vote of (5-0) and reminded Council that they could go down down but not up at this time. The budget was developed with the additional revenue and a few of the union agreements were being approved tonight. There was some wage pressure and the budget includes that to recruit and retain staff.

Ms. Bowman provided a historical review of the Ad Valorem Tax Base as well as a taxable comparison and millage rates of other cities Brevard County.

She reviewed what this impact would have for a single-family property owner and pointed out that about 89% of Cocoa property owners are under $200,000. An example of a tax bill was shown and explained.

[1] EXHIBIT A: FY 2022 Budget Presentation

The FY 2022 TRIM Rate options were shared as well as reductions to Ad Valorem due to the required TIF payments to the CRA's in the general fund.

Councilmember Koss commented and stated that by principal she is not against raising fees and taxes and she advocated and championed for the stormwater plan because we need to be prepared. She is also not against salary increases. We need to elevate and be competitive, and to be able to provide essential services with quality staff. She supports the proposed budget but not with the millage rate increase. They did meet and voted that they needed to raise the millage. At that time she did not feel they had any alternatives. The more she has talked with supporters and constituents the more she has reflected on this. She is really concerned because five months ago now, we met to spend $8 million in assigned funds that had accumulated over many years. This is more than we make in Ad Valorem in one year. There were needs which she pointed out and there were also discretionary items in that $8 million.

This increase will generate $800,000 and there were discretionary items in that money. She would like to see that $800,000 covered by reprioritizing those discretionary items and moving those assigned funds into the operations budget.

She felt it was prudent and considering the $8 million, it would be more reflective that we do not have the increase and put this on the average Cocoan's back. It is especially important this year as many Cocoan's on average did not do as well as our staff did. We voted for an increase in Waste Management, stormwater, and a utility increase. All of these add up so we are chipping away at the money in our taxpayer's pockets. She wants our employees to have fair wages and to be able to provide quality services, but feels there is a better way to get there without it being on the backs of citizens. She felt this would be a sound, good governmental approach to doing it this way and asked for two others to vote with her against the millage increase, they would ask staff to go back and reprioritize and postpone some of those more luxury items that were identified out of the $8 million.

Councilmember Dyal stated that in the last election the citizens of Florida voted to raise the minimum wage. He provided statistics and costs relating to what an employee/employer has to pay and discussed operating costs as well. he felt that if the millage was not raised we would be in serious trouble in the next four years. We do not want this but the way things are going, we have to raise things.

Mayor Blake closed the public hearing to Council and opened to the public.

Steve Murphy, 3733 North Sherwood Circle, Cocoa, heard all of Councilmember Dyal's comments and stated that all of those paying taxes have to work that into their budget as well. He lives on a fixed income. He spoke about how the increases would affect him personally and provided statistics of how much of Cocoa's revenue has increased in the last two years. He pointed out that councilmembers are homeowners too and these increases are disproportionate for what the taxpayers get.

Frank Sullivan, 1705 Indian River Drive, Cocoa, advised that you can run a big business and when you do like Cocoa does you end up with money in reserves and then ask the citizens to pay increases. In March, when the budget process began there was $8 million unspent. With that money, they let everyone do what they wanted to do. He felt that some of the things they gave out money for was unnecessary, as well as making improvements at one of the nicest parks in Cocoa. He felt the City needed to be more cautious on how they spend this money and to come back and ask the citizens for more money is somewhat of an embarrassment.

Jennifer Riggs, 1629 Indian River Drive, Cocoa, explained that if a person has a savings account and realized that they could not pay rent or a car payment, they would not spend the money on other projects. The City Manager was to be commended for finding the $8 million and while some of the projects make sense some do not. She asked Council to rethink them and to possible rescind some of their votes. She is not a mind reader but believes that the new Chief of Police will have some big asks next year. She also reiterated what Representative Sirois spoke about earlier in regards to grants and matching of funds. She asked that the increase be postponed.

Keno Diefenderfer, 506 Donley Street, pointed out that they spent money on Provost Park due to drug dealers. He felt that was a good idea but not if the millage is continuously raised.

Mayor Blake closed the hearing to the public.

Mayor Blake read into the record, the following public announcement:

- The City of Cocoa is the taxing authority
- The rolled-back rate is 5.8749
- The millage rate of 6.4532 is a tax increase of 9.84% as a percent change of the rolled-back rate

- The millage rate to be levied is 6.4532

The requested action is to Approve Resolution No. 2021-080, adopting the tentative millage rate of 6.4532 mills. for the City of Cocoa, commencing on October 1, 2021 and ending on September 30, 2022.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to Approve Resolution No. 2021-080, adopting the tentative millage rate of 6.4532 mills. for the City of Cocoa, commencing on October 1, 2021 and ending on September 30, 2022.**

AYES: Blake, Goins, Dyal, Hearn
NAYS: Koss

THE MOTION CARRIED (4-1)

(b) Adopt Resolution No. 2021-081 adopting the FY2022 tentative budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2021 and ending on September 30, 2022. (21-573). (Finance Director)

Ms. Bowman explained the Fund Balance Policy in detail as well as the FY 2022 Tentative Budget versus the FY 2021 Adopted Budget.

She discussed the FY 2022 General Fund, Water/Sewer & Impact Fee Funds, and Stormwater Fund revenue by funding source and spoke in detail about the increases and why they were there.

Ms. Bowman further explained the FY 2022 Expenses, comparing FY 2022 with the FY 2021 budgets. The general fund capital budget was explained, including purchases and deferred capitol purchases.

The FY 2022 Tentative Budget was discussed in furtherance and in closing, she explained that all five unions have new agreements which include pay plan adjustments as well as salary increases. Also, there is a new department/division which is IT.

Mayor Blake closed the public hearing to Council and opened it to the public.

There being no response, he closed the public hearing and returned it back to Council.

* **MOTION by Councilmember Hearn; Seconded by Councilmember Dyal, to Approve Resolution No. 2021-081 adopting the FY2022 tentative budget**

and CIP for the City of Cocoa, for the Fiscal Year, commencing on October 1, 2021 and ending on September 30, 2022.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANAMOUSLY (5-0)

Ms. Bowman pointed out that the Second Public Hearing would be September 28, 2021 at 6 p.m. and they would adopt final millage and budget.

VII. Council Business:

1. Approve the extension of the expiration date of Resolution 2021-013 from September 30, 2021 to December 31, 2021, to continue to allow expanded outdoor dining options due to the Covid 19 pandemic. (21-587). (Interim Community Services Director)

Ms. Neuterman reminded Council that the expiration of the resolution is September 30, 2021. She reminded Council of what restaurants are participating in this and that with the new strains of Covid staff is recommending this be extended through December 31, 2021.

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANAMOUSLY (5-0)

2. Consider the reappointment of Ms. Sherry Woodhouse as a member of the General Pension Board through September 30, 2024. (21-598). (Administrative Services Director)

* **MOTION by Councilmember Hearn; Seconded by Mayor Blake, to approve the item.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANAMOUSLY (5-0)

VIII. City Business:

1. Accept Stantec's FY 2021 Water/Sewer Revenue Utility Revenue Sufficiency Analysis - Final Report and Approve a Resolution Amending the Utility Handbook's Policies and Procedures. (21-526). (Finance Director)

Ms. Bowman explained this motion included two items. The first was to accept Stantec's FY 2021 Water/Sewer Revenue Utility Revenue Sufficiency Analysis Final Report. She noted that the findings had been presented to them at a previous workshop.

Additionally, there were changes to the Utilities Handbook and she pointed out those key changes.

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANAMOUSLY (5-0)

2. Approval of Ordinance 13-2021 on first reading regarding updates to the Special Events Ordinance. (21-607). (Assistant to the CM/PIO)

Attorney Garganese read Ordinance No. 13-2021 into the record, by title only, as follows and noted this was the first reading. This was proposing technical amendments to the special events ordinance.

ORDINANCE NO. 13-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE XI OF THE CITY CODE RELATING SPECIAL EVENTS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Senger explained in detail what the changes entail and that the biggest change was giving the City Manager the approval to approve and waive fees on certain events as opposed to having to bring those items before Council every time.

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANAMOUSLY (5-0)

3. Approve the three-year contract between the City of Cocoa and the Central Florida Police Benevolent Association (CFPBA) for the contract term of October 1, 2021 through September 30, 2024. (21-616). (Administrative Services Director)

Ms. Gemmati noted that they have had three successful contract renewals which included a lot of administrative clean-up as well as salary adjustments.

Mayor Blake congratulated staff and the City Manager on successful negotiations.

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANAMOUSLY (5-0)

4. Approve the three-year contract between the City of Cocoa and the International Association of Firefighters (IAFF) for the contract term of October 1, 2021 through September 30, 2024, contingent on the IAFF ratification vote results. (21-619). (Administrative Services Director)

Ms. Gemmati advised that the police voted last week and ratified their contract and because of the agenda deadline, the union votes are scheduled differently and theirs will end on Thursday, September 16th. She noted if they do not prevail they would come back to Council.

* **MOTION by Councilmember Hearn; Seconded by Councilmember Dyal, to approve the item.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANAMOUSLY (5-0)

City Manager Whitten added that as a part of the negotiations they agreed to allow an incentive pay to dispatchers under the American Rescue Funding. They will be getting a one-time lump sum similar to what other first responders received from the state.

5. Approve the three-year contract between the City of Cocoa and the Laborers' International Union of North America (LIUNA) Local 630 Union for the contract term October 1, 2021 to September 30, 2024, contingent on LIUNA having a passing ratification vote. (21-623). (Administrative Services Director)

Brian Green, 5400 Fay Blvd., Port St. John and an employee, felt it was an honor to work and represent others for the City of Cocoa. He was asked to come before them to express their extreme pleasure they had conducting the negotiations. The City was extremely understanding and they are very happy with the offer brought forward and wanted to give their gratitude.

Ms. Gemmati added this was another pending vote and their voting begins tomorrow at 7 a.m. and would be done during three different workshops.

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANAMOUSLY (5-0)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Proposed Backyard Chicken Ordinance to be presented at a later meeting for adoption by Council. (21-617). (Interim Community Services Director)

X. Reports:

City Manager Whitten added a follow-up to the contract negotiations and thanked Ms. Gemmati, Mr. Walsh, Mr. Smith, Ms. Bowman, Chief Lamm, and Chief Collier for their time in these negotiations. These are not easy and they did a lot of work.

Chief Lamm provided an update on Covid and they are seeing a seven day average with about 370 new cases per day. About 56% of Brevard County is fully vaccinated. While there is a downward trend in the numbers of positive cases, we are still two times higher than this time last year. In Orlando, 25% of the cases are in children and in Orlando they just had an infant die of Covid-19. He was stressing the importance of continuing to following the CDC guidelines.

Chief Lamm further spoke in regards to hurricane season. He reminded everyone of Hurricane's Matthew and Irma and stated that we are in the active part of hurricane season. He requested that everyone stay vigilant and be prepared.

Lastly, he reminded everyone that next week is the first week of fall and we will see flu numbers rise.

Councilmember Koss recognized Vaya Space, who they visited on a recent manufactures tour. They have manufacturing facilities in Cocoa in the industrial park but also have an office in downtown Cocoa. They were nominated for the Edward Lowe Foundations "GrowFL Companies to Watch 11th Annual

Competition". They celebrate second-stage entrepreneurs that have promising growth in revenue and employment. They were selected from 300 nominations across the state and were one of five finalists on the Space Coast.

Councilmember Koss stated it was an honor to serve as an elected official and that it is not always fun, but the meeting in Cocoa Hills with the Police Chief and the 9/11 Stair Climb event were fun. She further noted that this is budget season and this has been a learning year. She credited the City Manager and felt that he has done a good job explaining the basis for policies and that things would be different next year. She has learned some important lessons and noted that politics is about compromise and we take an oath to represent all citizens in Cocoa. It is not dirty but it is the way you play the game. She will feel better by representing her people and playing it clean. She is looking forward to next year.

Councilmember Hearn spoke about the 9/11 Stair Climb event and thanked the Fire Union for this event. There were people from all around and it was great.

He spoke of his attendance at the Space Coast League of Cities Meeting yesterday and met a Commander from the space industry. There is a lot of innovation being rolled out and promised to continue bringing information like this to citizens.

Councilmember Dyal also mentioned his attendance at his first Space Coast League of Cities meeting last night. He asked about the December meeting that the City hosts and that he has no problem with it as long as they follow protocol.

Mayor Blake would like to bring this issue back to the September 28th meeting.

Councilmember Dyal thanked staff and stated they have all been doing a great job.

Councilmember Hearn concurred and thanked staff and the City Manager for working on the negotiations as well as the budget.

Deputy Mayor Goins spoke about the 9/11 Stair Climb event and appreciates all that our first responders do.

He advised that Dalyn Simms received a $2,000 scholarship from Space Coast League of Cities. He is a Rockledge graduate and he congratulated him.

Deputy Mayor Goins announced that the next Diamond Square CRA meeting would be held at the Joe Lee Smith Center on Monday, September 20, 2021 at 6 p.m.

In closing, he appreciates residents phone calls and appreciates what they have to say. He further appreciates the arguments and the disagreements and stressed that decisions were not always easy. It was important to stay together and to stay strong. He was willing to stick up for any of them and hopes they would do the same for him.

Mayor Blake thanked all who were watching and all who were in attendance. He thanked the City Manager and staff as this is a tough job and not one said it would be easy. There are power in numbers and believes in being “Cocoa Strong”.

He gave a shout out to the Cocoa Tigers and thanked all of staff and had a great time at the 9/11 Stair Climb event.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Mayor Blake, to adjourn the Regular meeting of September 14, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNIMOUSLY (5-0)

The meeting adjourned at 7:55 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

FY2022 Budget Presentation

1St Public Hearing

September 14, 2021

EXHIBIT A: FY 2022 Budget Presentation

Budget Calendar

- **March 31, 2021 - Budget Kick Off (Staff) -** Departments - at the direction of the City Manager are advised to keep operating budgets within FY 2021 levels and submit capital and new personal requests for consideration. Finance – Prepares General Fund revenue assumptions, analyzing current year trends and the State of Florida shared revenue projections. Prepares estimated ad valorem revenue, Return on Investment revenue, Fire and Stormwater Assessment revenues, working with the financial consultant.
- **April 16, 2021 –Budget Priority Workshop (City Council) -** Review of FY 2021 Revenues and Preliminary "New Monies", for FY 2022
- **April 19, 2021** – Budget Priority Workshop Continued (City Council) American Rescue Plan and Assigned Fund Balance
- **April 26, 2021** – Budget Priority Workshop Continued (City Council)
- **June 1 , 2021** – Council Workshop, review of the FY 2022 Capital Requests, Revenue Outlook, American Rescue Plan, Parks Update, Health Insurance, Budget Process/Calendar and the FEMA Mitigation Grant
- **July 8, 2021** – Council Workshop on the Recommended FY 2022 Budget and Capital Improvements
- **July 27, 2021** – TRIM Public Hearing, setting the Tentative Millage Rate at 6.4532, direction on proposed increases to Fire and Stormwater Assessment
- **August 10, 2021** – First Reading of the Fire and Stormwater Assessment Resolutions
- **September 14, 2021** – Final Fire and Stormwater Assessment Resolutions and first Tentative Millage and Budget Hearing

Objectives of this Public Hearing

- Adopt a Tentative Millage Rate for FY2022
- Adopt a Tentative Budget for FY2022
- Set 2nd Public Hearing – September 28, 2021 at 6:00p.m., Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922
  - The City must have a balanced budget by October 1, 2021

TRIM (Truth In Millage) Process

Step 1

- Adopt the FY 2022 City of Cocoa Tentative Millage Rate

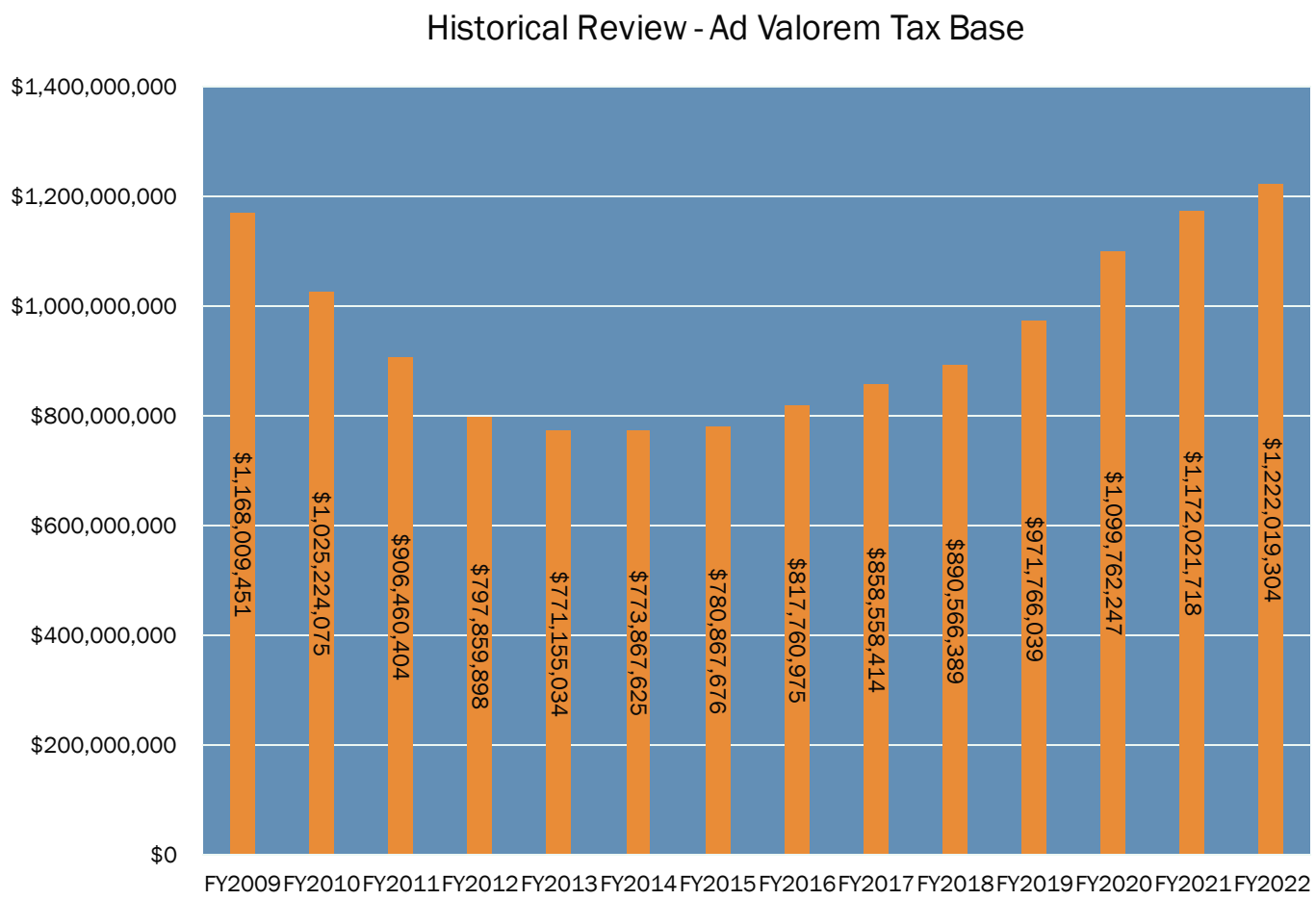
Note: The tentative millage rate cannot exceed the millage rate of 6.4532 approved by City Council on July 27, 2021, by unanimous vote (5-0).

The FY 2022 Budget was developed with assumptions of Ad Valorem Revenue at 6.4532 Mills @ 97% (State requires at least 95%), to support ongoing operational needs and wages, in an attempt to attract and retain staff and to maintain core governmental services.

Step 2

- Adopt the FY 2022 City of Cocoa Tentative Budget

Historical Review
Ad Valorem Tax Base



FY2009-FY2021 is based on the Final Taxable Value.

Taxable Value Comparison

	Taxing Authority	2020 Taxable Value	2021 ESTIMATES Taxable Value	Taxable Value % Change
1	City of West Melbourne	1,912,755,145	2,093,315,260	9.44%
2	City of Palm Bay	4,843,397,767	5,287,194,494	9.16%
3	Town of Malabar	278,284,431	299,986,668	7.80%
4	City of Cape Canaveral	1,408,437,260	1,511,387,498	7.31%
5	City of Titusville	2,244,660,441	2,407,486,734	7.25%
6	Town of Indialantic	448,172,673	475,443,123	6.08%
7	City of Indian Harbour Beach	1,006,460,775	1,067,052,855	6.02%
8	Town of Melbourne Beach	454,356,502	481,640,251	6.00%
9	City of Satellite Beach	1,072,175,051	1,135,594,501	5.92%
10	General Fund	43,803,472,075	46,352,170,905	5.82%
11	City of Melbourne	5,759,442,711	6,074,199,050	5.47%
12	School Board	48,852,233,473	51,226,691,516	4.86%
13	City of Cocoa Beach	2,199,480,742	2,303,054,095	4.71%
14	Town of Melbourne Village	52,087,844	54,484,600	4.60%
15	Town of Grant-Valkaria	453,391,211	473,238,649	4.38%
16	Town of Palm Shores	97,084,617	100,606,130	3.63%
17	City of Rockledge	1,713,846,865	1,775,163,872	3.58%
18	City of Cocoa	1,172,021,718	1,209,685,855	3.21%

Historical Review
Ad Valorem Tax Base

Fiscal Year		Valuation		% of Change
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		$1,172,021,718		6.6%
FY2022		$1,222,019,304		4.3%

FY2009-FY2021 is based on the Final Taxable Value. FY 2022 2.25% of the increase due to new construction

FY2022 Comparative City Rates

Ranking	City	Current	Rolled-back	Proposed
1	Satellite Beach	8.6312	8.1872	8.6312
2	Titusville	7.2145	6.8586	8.2461
3	Palm Bay	7.8378	7.4142	7.8378
4	Indialantic	7.0923	6.8211	7.0923
5	Melbourne	6.8685	6.6501	6.8685
6	**Cocoa**	**5.9790**	**5.8749**	**6.4532**
7	Rockledge	6.0500	5.8758	5.9900
8	Cocoa Beach	5.8294	5.5431	5.9544
9	Melbourne Beach	4.2885	4.5151	4.9264
10	*Cape Canaveral	3.6396	3.5755	3.5755

City of Cocoa's FY 2021 Millage Rate Verses FY 2022 Tentative Rate is .4742 greater. All municipalities except Cape Canaveral, must advertise a Tax Increase.

Note: Ranking is established using the Proposed Rate. (As of 7/22/21)

What Does This Mean To The Single Family Property Owner?

	2020 Valuation	FY 2021 5.9790 Millage	*Valuation With 1.4% (Save Our Homes Cap) Increase	FY 2021 5.9790	FY 2022 6.4532	Increase 5.9790/6.4532 With 1.4% Save Our Homes
Single Family Residence	$100,000		$101,400			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$50,000	$299	$51,400	$307	$331	$8/$32
Single Family Residence	$150,000		$152,100			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$100,000	$598	$102,100	$610	$658	$12/$60
Single Family Residence	$200,000		$202,800			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$150,000	$897	$152,800	$913	$986	$16/$89
Single Family Residence	$300,000		$304,200			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$250,000	$1,495	$254,200	$1,519	$1,640	$24/$145

- The Save Our Homes, as provided in Section 193.155(1), F.S. limits the annual increase in homestead exempt properties assessments to either 3% or the CPI change, whichever is less. For 2021 the CPI cap IS 1.4%.

What Does This Mean To The Single Family Property Owner?

Taxable Value	Current Millage 5.9790	Tentative Millage 6.4532	Approximate Annual Difference
$50,000	$299	$322	$23
$100,000	$597	$645	$47
$150,000	$896	$967	$71
$200,000	$1,195	$1,290	$95
$250,000	$1,494	$1,613	$119
$300,000	$1,793	$1,935	$142
$400,000	$2,391	$2,581	$190

89% of Cocoa Taxpayers home values are under $200,000

TAX ACCOUNT NUMBER	PROPERTY IDENTIFICATION	MILLAGE CODE
		23D0

2021 TAXING AUTHORITY TAX INFORMATION

TAXING AUTHORITIES	COLUMN 1 Last Year's Property Tax Information				COLUMN 2		COLUMN 3 Your tax rate and taxes this year if NO budget change.		COLUMN 4 Your tax rate and taxes this year if proposed budget change adopted	
	Exemptions	Taxable Value	Tax Rate	Taxes	This Year's Exemptions	This Year's Taxable Value	Tax Rate	Taxes	Tax Rate	Taxes
COUNTY COMMISSION										
GENERAL FUND	50000	44500	3.6929	164.33	50000	45820	3.5435	162.36	3.5661	163.40
BREVARD LIBRARY DISTRICT	50000	44500	0.4264	18.97	50000	45820	0.4080	18.69	0.4118	18.87
BREVARD MOSQUITO CONTROL	50000	44500	0.1728	7.69	50000	45820	0.1654	7.58	0.1669	7.65
RECREATION DISTRICT 4 - MAINT	50000	44500	0.6346	28.24	50000	45820	0.6145	28.16	0.6193	28.38
TI-CO AIRPORT AUTHORITY	50000	44500	0.0000	0.00	50000	45820	0.0000	0.00	0.0000	0.00
ENV END LAND & WTR AREAS LTD	50000	44500	0.0592	2.63	50000	45820	0.0566	2.59	0.0571	2.62
BREVARD COUNTY PUBLIC SCHOOLS										
BY STATE LAW	25000	69500	3.6940	256.73	25000	70820	3.5600	252.12	3.6020	255.09
BY LOCAL BOARD	25000	69500	0.7480	51.99	25000	70820	0.7209	51.05	0.7480	52.97
SCHOOL CAPITAL OUTLAY	25000	69500	1.5000	104.25	25000	70820	1.4456	102.38	1.5000	106.23
MUNICIPAL SERVICES										
CITY OF COCOA	50000	44500	5.9790	266.07	50000	45820	5.8749	269.19	6.4532	295.69
WATER MANAGEMENT DISTRICTS										
ST JOHNS RIVER WATER MGMT DIS	50000	44500	0.2287	10.18	50000	45820	0.2189	10.03	0.2287	10.48
INDEPENDENT SPECIAL DISTRICTS										
FLA INLAND NAVIGATION DIST	50000	44500	0.0320	1.42	50000	45820	0.0306	1.40	0.0320	1.47
VOTER APPROVED DEBT PAYMENTS										
ENV END LAND & WTR AREAS (DBT	50000	44500	0.0522	2.32	50000	45820	0.0488	2.24	0.0488	2.24
TOTAL TAXES				914.82				907.79		945.09

PROPERTY APPRAISER VALUE INFORMATION

	MARKET VALUE	ASSESSED VALUE APPLIES TO SCHOOL MILLAGE	ASSESSED VALUE APPLIES TO NON-SCHOOL MILLAGE
THIS YEAR	167170	95820	95820
LAST YEAR	163220	94500	94500

ASSESSED VALUE REDUCTION	APPLIES TO	AMOUNT
"Save Our Homes" Assessment Cap	All Tax Levies	71350
Non-Homestead 10% Cap	Non-School Tax Levies	0
Agricultural Classification	All Tax Levies	0
Other	All Tax Levies	0
EXEMPTIONS	**APPLIES TO**	**AMOUNT**
First Homestead	All Tax Levies	25000
Additional Homestead	Non-School Tax Levies	25000
Limited Income Senior (County)	County General Fund Tax Levy	0
Limited Income Senior (City)	City Tax Levy	0
Widow/Widower	All Tax Levies	0

SEE REVERSE SIDE FOR DATES, TIMES, AND LOCATIONS OF BUDGET HEARINGS.

If you feel the market value of the property is inaccurate or does not reflect fair market value as of January 1, 2021, or if you are entitled to an exemption or classification that is not reflected, please contact the Brevard County Property Appraiser's office:

Real Property: Titusville: 321-264-6700; Melbourne: 321-255-4440; Palm Bay: 321-952-4574; Viera: 321-690-6880

Tangible Personal Property: Titusville: 321-264-6703, option 2; All other locations: 321-633-2199 X-6703

If the Property Appraiser's Office is unable to resolve the matter as to the market value, classification, or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available from the Brevard County Clerk of Courts or brevardclerk.us.

$29.62 Increase on a home valued at $95,820 with $50,000 in exemptions

FY2022 TRIM Rate Options

	Valuation	Rate	Gross Tax Revenue	FY 2021 Tax Revenue @ 95%	FY2021 – FY2022 Revenue Variance
FY2021 *Adopted Rate @ 95%	$1,166,698,204	5.9790	$6,975,689	$6,626,904	
FY 2022 Millage Options Budgeted @ 97%					
Proposed Rate (Super Majority)	$1,222,019,304	6.4532	$7,885,934	$7,649,355	$1,022,451
Rolled-back Rate (Majority)	$1,222,019,304	5.8749	$7,179,241	$6,963,863	$337,769
Current Rate (Majority)	$1,222,019,304	5.9790	$7,306,453	$7,087,259	$460,355
Majority Rate (Unanimous)	$1,222,019,304	10.000	$12,220,183	$11,853,577	$5,226,673

Proposed Rate

Reduction To Ad Valorem Due To Required TIF Payments To The CRAs From The General Fund

CRA	MILLAGE 5.9790 FY2021 CURRENT ADOPTED RATE	MILLAGE 6.4532 FY2022 CURRENT Tentative RATE	DIFFERENCE BETWEEN FY2021 AND FY2022 @ Tentative MILLAGE	MILLAGE 5.8749 FY2022 VALUATION AT THE ROLLED-BACK RATE	DIFFERENCE BETWEEN FY2022 PROPOSED MILLAGE AND THE ROLLED-BACK RATE
COCOA	$811,297	$943,299	**$132,002**	$815,828	**$4,531**
DIAMOND SQUARE	$167,263	$196,497	**$29,234**	$169,944	**$2,681**
TOTAL TO CRAs	$978,560	$1,139,796	**$161,236**	$953,748	**$7,212**

City Council Questions/Comments

Public Announcement/Hearing

- ✓ The City of Cocoa is the taxing authority
- ✓ The rolled-back rate is 5.8749
- ✓ The millage rate of 6.4532 is a tax increase of 9.84% as a percent change of the rolled- back rate
- ✓ The millage rate to be levied is 6.4532

Requested Action:

Approve Resolution No. 2021-080, adopting the tentative millage rate of 6.4532 mills. for the City of Cocoa, commencing on October 1, 2021 and ending on September 30, 2022.

FY 2022 Tentative Budget & CIP

Fund Balance Policy

- Ensure adequate money for emergencies – stabilization reserve (committed)
- Ensure a minimum amount of funding for capital – capitalization reserve (committed)
- Fund balance reserves can be used for capital/one-time expenses only…**cannot be used to fund something that will occur every year or incur ongoing operational costs**
- Fund balance reserves can be used for catalytic Capital/Economic Projects to enhance overall City growth and quality of life
- Fund balance reserves can be used to fund capital projects
  - Capital Projects that cause additional operating costs require a revenue source for future O&M expenses

FY2022 Revenues

FY 2022 Tentative Budget VS. FY 2021 Adopted Budget

FUND	FY 2021 ADOPTED BUDGET	FY 2022 TENTATIVE BUDGET	$ VARIANCE	% VARIANCE
General	$41,351,033	$43,133,827	$1,782,794	4%
Special Revenue	$3,046,572	$5,408,830	$2,362,258	78%
Building Permit	$536,646	$620,060	$83,414	16%
Debt Service	$1,745,706	$1,749,088	$3,382	-
Capital Projects	$91,628	$671,968	$580,340	633%
Water/Sewer	$75,186,987	$73,308,523	($1,878,464)	(2%)
W/S Impact Fees	$2,233,605	$2,232,899	($706)	-
W/S Renewal and Replacement	$11,484,879	$5,753,371	($5,731,508)	(50%)
W/S Restricted Assets	$9,792,610	$9,535,205	($257,405)	(3%)
Stormwater	$1,811,269	$1,830,548	$19,279	1%
Workers Comp	$1,208,944	$1,252,392	$43,448	4%
Health Insurance (Self Insured)	$6,827,260	$78,889	($6,748,371)	(99%)
TOTAL	**$155,317,139**	**$145,575,600**	**($9,741,539)**	**(6%)**

FY 2022 General Fund Revenue by Funding Source

Funding Source	FY 2021 Adopted	FY 2022 Tentative	$ Variance
Taxes (Ad Valorem, UST, CST)	$10,074,429	$11,201,437	$1,127,008
Other Permits & Fees *(Franchise Fees, Fire Assessment Planning & Zoning Fees)	$4,403,003	$4,659,809	$256,806
Intergovernmental (Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues)	$2,127,228	$2,611,263	$484,035
Charges for Service (Water Billing Services, Garbage Collection Services, and Culture/Recreation Fees)	$12,422,689	$13,614,745	$1,192,056
Fines & Forfeitures	$14,813	$14,000	($813)
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.)	$731,083	$666,258	($64,825)
Other Sources (Inter-fund transfers, Water/Sewer contribution and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)	$11,577,788	$10,366,315	($1,211,473)
TOTAL	$41,351,033	$43,133,827	$1,782,794

FY 2022 Water/Sewer & Impact Fee Funds Revenue by Funding Source

Funding Source	FY 2021 Adopted	FY 2022 Tentative	$ Variance
*Other Permits & Fees (Water and Sewer Impact Fees) (FUND 422)	$2,233,605	$2,232,899	($706)
Total Impact Fees:		**$2,232,899**	
Charges for Service (Water, Sewer and Reuse Services)	$66,526,376	$69,083,674	$2,557,298
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Insurance Proceeds, etc.)	$93,078	$191,992	$98,914
Other Non-Revenue (Contributions, Bond proceeds and use of Reserves)	$8,567,533	$4,032,857	($4,534,676)
Total Water/Sewer:	**$75,186,987**	**$73,308,523**	**($1,879,170)**

FY 2022 Stormwater Fund Revenue by Funding Source

Funding Source	FY 2021 Adopted	FY 2022 Tentative	$ Variance
Special Assessment - Charges for Services (Stormwater services and Tax Certificates)	$1,811,269	$1,830,548	$19,279
TOTAL	$1,811,269	$1,830,548	$19,279

FY2022 Expenses

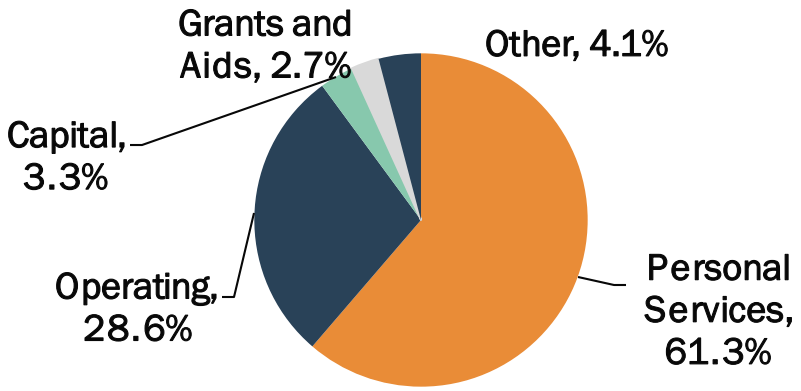
FY 2022 Tentative Budget VS. FY 2021 Adopted Budget

FUND	FY 2021 ADOPTED BUDGET	FY 2022 TENTATIVE BUDGET	$ VARIANCE	% VARIANCE
General	$41,351,033	$43,133,827	$1,782,794	4%
Special Revenue	$3,046,572	$5,408,830	$2,362,258	78%
Building Permit	$536,646	$620,060	$83,414	16%
Debt Service	$1,745,706	$1,749,088	$3,382	-
Capital Projects	$91,628	$671,968	$580,340	633%
Water/Sewer	$75,186,987	$73,308,523	($1,878,464)	(2%)
W/S Impact Fees	$2,233,605	$2,232,899	($706)	-
W/S Renewal and Replacement	$11,484,879	$5,753,371	($5,731,508)	(50%)
W/S Restricted Assets	$9,792,610	$9,535,205	($257,405)	(3%)
Stormwater	$1,811,269	$1,830,548	$19,279	1%
Workers Comp	$1,208,944	$1,252,392	$43,448	4%
Health Insurance (Self Insured)	$6,827,260	$78,889	($6,748,371)	(99%)
TOTAL	**$155,317,139**	**$145,575,600**	**($9,741,539)**	**(6%)**

FY 2022 Tentative Budget vs. FY 2021 Adopted Budget by General Fund Category

CATEGORY	FY 2021 ADOPTED	FY 2022 TENTATIVE	$ VARIANCE	% VARIANCE
Personal Services	$24,711,296	$26,449,930	$1,738,634	7.0%
Operating	$12,605,101	$12,344,867	($260,234)	(2.1%)
Capital	$968,324	$1,412,446	$444,122	45.9%
Grants and other Aids	$993,760	$1,177,496	$183,736	18.5%
Other Uses	$2,072,552	$1,749,088	($323,464)	(15.6%)
TOTALS	**$41,351,033**	**$43,133,827**	**$1,782,794**	**4.3%**

General Fund
FY 2022



FY 2022 Tentative
General Fund Capital Budget

DEPARTMENTS	BUILDING	INFRASTRUCTURE	MACHINERY & EQUIPMENT	IT HARDWARE	TOTALS
City Manager		$0	$0	$0	$0
Finance		$0	$0	$0	$0
Police		$0	$549,805	$0	$549,805
Fire		$0	$126,725	$0	$126,725
Community Services		$0	$0	$0	$0
Public Works	$25,000	$320,000	$390,916	$0	$735,916
TOTALS	**$25,000**	**$320,000**	**$1,067,446**	**$0**	**$1,412,446**

FY 2022 General Fund Capital

- 8 Police Vehicles
- Traffic Response Trailer
- P25 Radio Replacement (Fire and Police)
- Fire Inspector Vehicle
- Nissan Frontier
- Excavator
- Maintenance Truck
- Ford Ranger
- Heavy Truck Column Lift
- Heavy Truck Bay Bridge Crane
- Elevator Control Boards
- Electric Transit Van
- Replacement Van
- Annual Paving
- Porcher House
- ADA Kayak Launch

Total General Fund Capital : $1,412,446

Deferred General Fund Capital:

Fire Pumper Truck – Grant Revenue if Awarded or Assigned Fund Balance
Fleet Faster Upgrade
Police Vehicles – (6) of the (14) requests moved to FY23

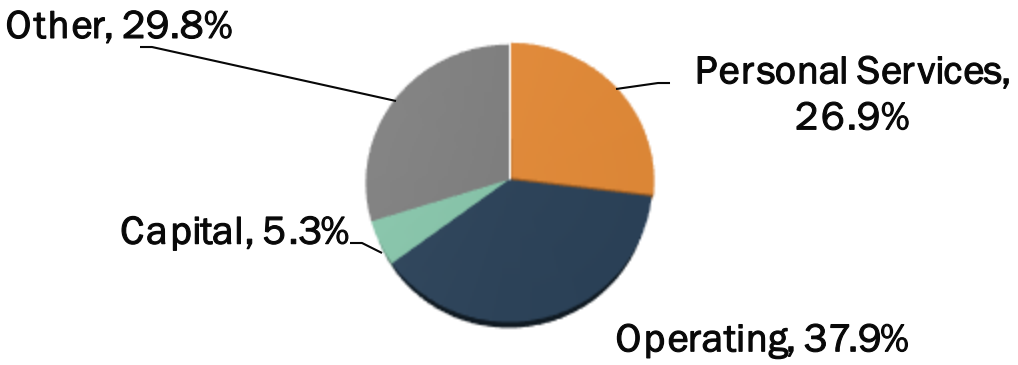
FY 2022 Tentative Budget vs. FY 2021 Adopted Budget by Division

WATER/SEWER FUND BY DIVISION	FY 2021 Adopted	FY 2022 Tentative	$ VARIANCE	% VARIANCE
Inventory	$115,638	$123,090	$7,452	6.4%
Utility Support Services	$1,701,530	$1,836,826	$135,296	8.0%
Water Admin.	$42,047,650	$36,501,822	($5,545,828)	(13.2%)
Emergency/Disaster	-	-	-	-
Dyal Plant Operations	$13,799,810	$15,338,692	$1,538,882	11.2%
WFO/Water Collections	$9,232,366	$9,288,747	$56,381	(0.6%)
Engineering	$2,245,318	$3,342,483	$1,097,165	(48.9%)
Sellers Plant Operations	$3,565,931	$3,643,579	$77,648	(2.2%)
WFO/Waste Water Collections	$2,478,744	$3,233,274	$754,530	30.4%
TOTAL	**$75,186,987**	**$73,308,513**	**($1,878,474)**	(2.5%)

FY 2022 Tentative Budget vs. FY 2021 Adopted Budget by Water/Sewer Fund Category

CATEGORY	FY 2021 ADOPTED	FY 2022 TENTATIVE	$ VARIANCE	% VARIANCE
Personal Services	$17,087,660	$19,738,253	$2,650,593	15.5%
Operating	$28,889,540	$27,813,828	($1,075,712)	3.7%
Capital	$979,322	$3,899,296	$2,919,974	298%
Debt Service	$0	$0	-	-
Other	$28,229,265	$21,857,146	($6,373,319)	(22.6%)
TOTALS	$75,186,987	$73,308,523	($1,878,464)	(2.5%)

Water/Sewer FY 2022



FY 2022 Tentative
Water/Sewer Capital Budget (421)

DIVISIONS	INFRASTRUCTURE	MACHINERY & EQUIPMENT	IT HARDWARE	TOTALS
Utility Support Services	$0	$0	$9,950	$9,950
Administration	$0	$0	$0	$0
Dyal Plant	$250,000	$318,769	$175,000	$743,769
WFO/Water Collections	$0	$265,509	$0	$265,509
Engineering	$1,551,936	$0	$0	$1,551,936
Sellers Plant	$525,000	$35,216	$10,000	$570,216
WFO/Waste Water Collections	$0	$627,916	$130,000	$757,916
TOTALS	**$2,326,936**	**$1,247,410**	**$324,950**	**$3,899,296**

FY 2022 Proposed Tentative Water/Sewer (R&R) Capital Budget (424)

DIVISIONS	INFRASTRUCTURE	MACHINERY & EQUIPMENT	IT HARDWARE	TOTALS
Dyal Plant	$250,000	$200,000	$250,000	$700,000
Engineering	$1,715,000	$0	$0	$1,715,000
Sellers Plant	$1,300,000	$0	$1,363,371	$2,663,371
WFO/Waste Water Collections	$375,000	$0	$0	$375,000
TOTALS	**$3,640,000**	**$200,000**	**$1,613,371**	**$5,453,371**

FY 2022 Water/Sewer Capital

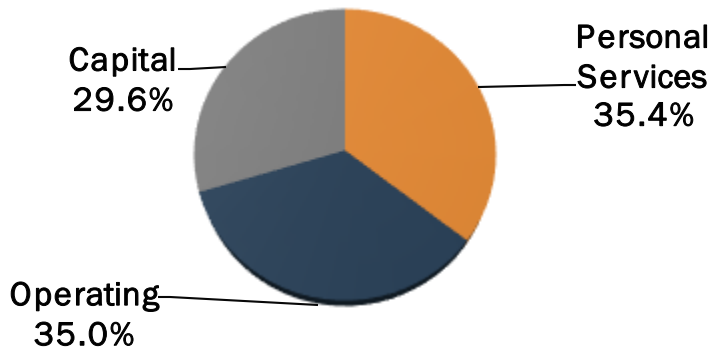
- Raw Water Well Rehab
- SCADA
- Program Management
- Ozone Improvements
- Manhole Assessments/Rehab
- Miscellaneous Vehicles
- Miscellaneous Machinery

Grant Funded Capital is not Budgeted until Award

FY 2022 Tentative Budget vs. FY 2021 Adopted Budget by Stormwater Fund Category

CATEGORY	FY 2021 ADOPTED	FY 2022 TENTATIVE	$ VARIANCE	% VARIANCE
Personal Services	$573,350	$647,688	$74,338	13.0%
Operating	$757,919	$640,240	($117,679)	(15.5%)
Capital	$480,000	$542,620	$62,620	13.0%
Totals	$1,811,269	$1,830,548	$19,279	(1.1%)

Stormwater
FY 2022



FY 2022 Tentative Stormwater Capital Budget

FUNDS	INFRASTRUCTURE	MACHINERY & EQUIPMENT	TOTALS
Stormwater	$475,000	$67,620	$542,620
TOTALS	**$475,000**	**$67,620**	**$542,620**

- Annual Cured In Pipe Lining
- Bracco Pond Outfall Retrofit
- DS CRA Drainage Improvements
- Thompson Trailer Mount Pump
- Vehicle
- Bracco Pond Flowmeter

(Fiske Blvd Project is Grant Funded and the budget will roll into FY2022)

FY 2022 Tentative Budget VS. FY 2021 Adopted Budget

FUND	FY 2021 ADOPTED BUDGET	FY 2022 TENTATIVE BUDGET	$ VARIANCE	% VARIANCE
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Health Insurance (Self Insured)	$6,827,260	$78,889	($6,748,371)	(99%)
TOTAL	**$155,317,139**	**$145,575,600**	**($9,741,539)**	**(6%)**

Employee Classification / Pay Grade

- All Five Unions have new agreements pending that include Pay Plan adjustments as well as salary increases.

- New Department/Division – IT

City Council Questions/Comments

Public Announcement

- Public Comment on 1st Public Hearing for FY2022 Tentative Budget and CIP

Requested Action:

- Approve Resolution No. 2021-081 adopting the Fiscal Year 2022 tentative budget and CIP for the City of Cocoa, for the Fiscal Year commencing on October 1, 2021 and ending on September 30, 2022.

What is Next?

2nd Public Hearing – Sept. 28, 2021

6:00 P.M.

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

- Adopt a Final Millage Rate
- Adopt the Final FY2022 Budget

FY2022 TRIM Rate Options

	Valuation	Rate	Gross Tax Revenue	FY 2021 Tax Revenue @ 95%	FY2021 – FY2022 Revenue Variance
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Majority Rate (Unanimous)	$1,222,019,304	10.000	$12,220,183	$11,853,577	$5,226,673

Proposed Rate

Legislation Details (With Text)

File #:	21-658	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	9/27/2021			**In control:**	City Council
On agenda:	10/12/2021			**Final action:**	
Title:	Presentation on the Cocoa Police Department's Strategic Plan. (Chief Collier & Consultants)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CPD Strategic Plan - Council Presentation.pdf				

Date	Ver.	Action By	Action	Result

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Cocoa Police Department Strategic Plan

City Council Presentation

Presented by the
UCF School of Public Administration

October 12, 2021

Timeline to Date

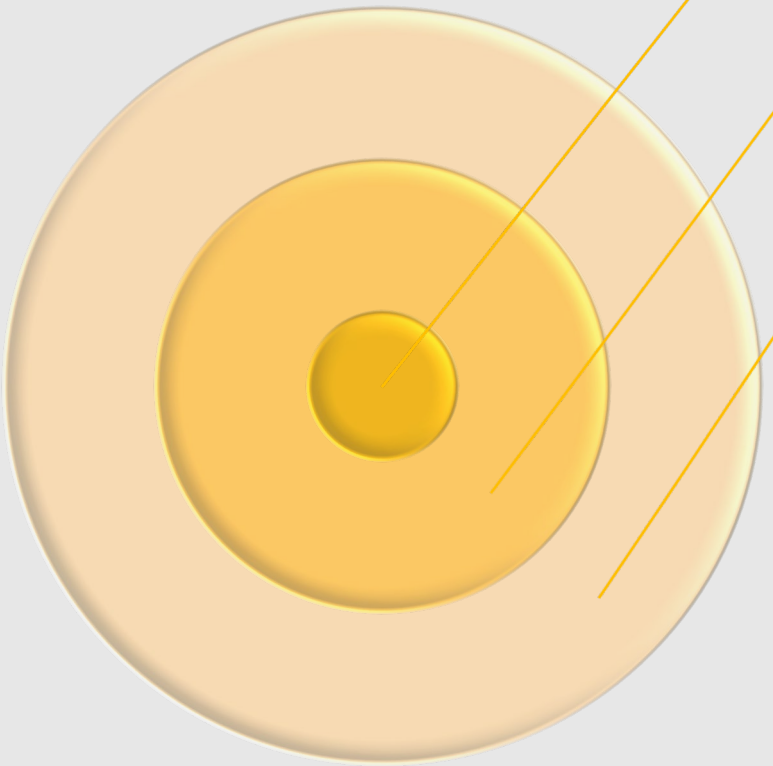
November 2019 to January 2020
Interviews with the community

February to May 2020
Strategic foundations and issue development

June to July 2020
Strategic content development

August 2020 to July 2021
Leadership transition and final review

Stakeholders



INTERNAL
Chief, Sworn Officers, Civilian Staff

INSTITUTIONAL
City Council, City Manager, Police Benevolent Association, Outside Law Enforcement

COMMUNITY
Police Advisory Board, Community Organizations, Citizens

Mission Statement

Current

"Cocoa Police Department will respond to community needs through a combined strategy of preventive, proactive and reactive policing programs. Utilizing the concept of a total and integrated team commitment by all employees, the whole of which will be supported by a progressive, participatory management environment. We are dedicated to providing the highest level of police service possible, with compassion and professionalism."

Proposed

"The Cocoa Police Department serves its community by protecting lives and property, collaborating to solve problems while building trust."

Or, simply… "Serve. Protect. Connect."

Values Statement

Current

- Professionalism
- Integrity
- Compassion
- Loyalty
- Commitment
- Unity

Proposed

- Professionalism
- Integrity
- Diversity
- Mutual Respect
- Teamwork
- Innovation

Vision Statement

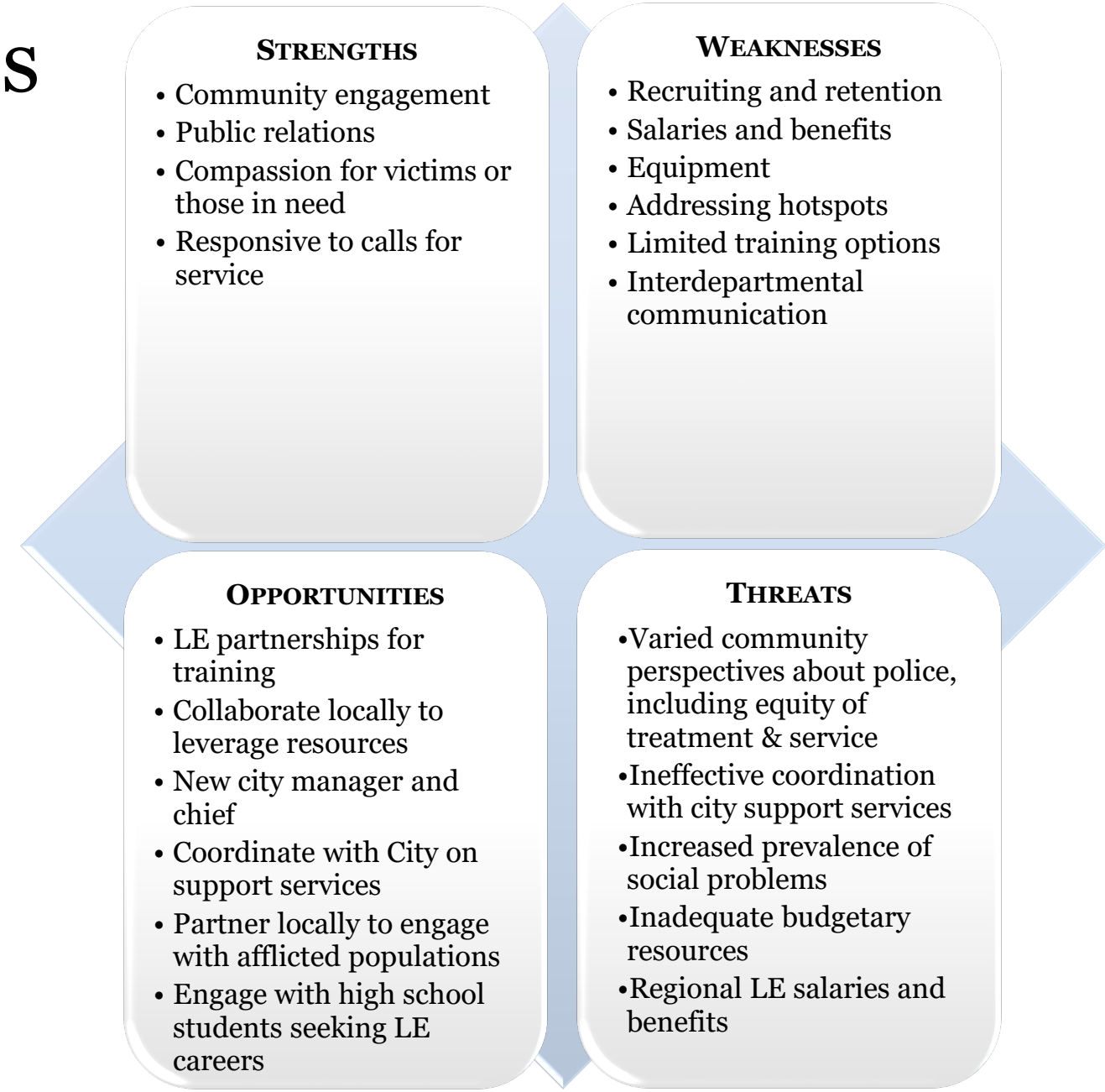
Current

"The members of the Cocoa Police Department envision a community where families grow and businesses prosper in a safe, drug free environment and where all people are treated with dignity and respect."

Proposed

"CPD is the premier law enforcement agency in Brevard County; a diverse team of skilled, dedicated, and innovative professionals who proactively respond to shifting crime trends and emerging social problems by building strong community relations throughout Cocoa."

SWOT Analysis



Strategic Issues

How can CPD proactively respond to shifting crime trends and emerging social problems?

How can CPD continue to build strong community relations throughout the diverse population of Cocoa?

How can CPD best attract and retain a skilled, community-oriented, and diverse sworn and civilian workforce?

How can CPD proactively respond to shifting crime trends and emerging social problems?

How can CPD proactively respond to shifting crime trends and emerging social problems?

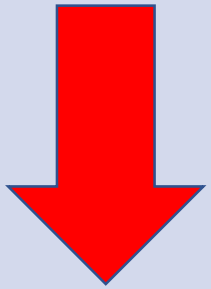
Focus crime prevention efforts toward most susceptible areas and populations

Improve **crime analysis technology** and enhance the utilization of department-wide **data** to identify and monitor hotspots and career criminals

Deploy a **community response team** to each hotspot to coordinate law enforcement, code enforcement, and social service activities

Establish a system to implement, institute, evaluate, and revise ongoing **operational plans** for each hotspot

Institute a **crime-free multi-housing program** in partnership with property managers and owners



25%

By 2026

Criminal offenses in hotspots

How can CPD proactively respond to shifting crime trends and emerging social problems?

Focus crime prevention efforts toward most susceptible areas and populations

Create a **juvenile unit** focused on crime prevention and positive law enforcement interactions

25%

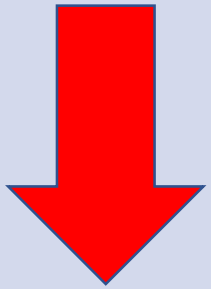
By 2026

Juvenile offenses and citations in hotspots

How can CPD proactively respond to shifting crime trends and emerging social problems?

Focus crime prevention efforts toward most susceptible areas and populations

Launch a **juvenile offender re-entry program** focused on reintegration into family, school, and community



25%

By 2026

Juvenile recidivism in hotspots

How can CPD continue to build strong community relations throughout the diverse population of Cocoa?

How can CPD continue to build strong community relations throughout the diverse population of Cocoa?

Establish a departmental culture of community engagement anchored in fostering community trust

Incorporate a **community-engagement requirement** as part of individual employee evaluations

Establish a **guardian-oriented policing** in-service training program focused on fair and impartial policing, implicit bias recognition, and de-escalation

Institute a **master police officer program** to incentivize community engagement and other desired employee behaviors

Support efforts to recruit and retain sworn and civilian personnel who **reside or have resided in Cocoa**

100%

By 2022

Employees participating in community engagement and completing guardian-oriented policing training

How can CPD continue to build strong community relations throughout the diverse population of Cocoa?

Establish a departmental culture of community engagement anchored in fostering community trust

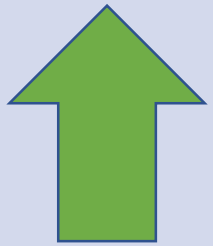
Administer independent evaluation to **assess and improve current outreach programming**, including social media

Establish a **citizen academy** to better inform citizens about CPD programs and services

Assign **neighborhood police liaisons** to develop relationships

Institute additional opportunities to **interact with sworn personnel more informally**, such as community walks or meet-and-greets

Promote departmental efforts to improve officer diversity, incorporate new generation policing practices



100%

By 2024

Non-enforcement, positive interactions between CPD and the community

How can CPD continue to build strong community relations throughout the diverse population of Cocoa?

Develop additional community partnerships to increase engagement and trust

Establish a **regular forum for CPD and community representatives** to discuss police-community issues and relations

Enhance relationships with Cocoa faith-based leaders, including designation of a clergy liaison and police chaplains' program

Create a system that identifies and schedules **meetings with all community citizen groups** on a regular basis

Sponsor additional community service projects

Support efforts **to recruit and retain Cocoa high school and college students** into law enforcement professions (see Issue 3)

New partnerships with schools, clergy, community service, neighborhoods

By 2023

How can CPD best attract and retain a skilled, community-oriented, and diverse sworn and civilian workforce?

How can CPD best attract and retain a skilled, community-oriented, and diverse sworn and civilian workforce?

Offer employee compensation, benefits, and opportunities that are competitive with those typically offered by Central Florida law enforcement agencies

Revise compensation structure to increase salary and benefits

Reform equipment administration by prioritizing equipment, creating reserves, and installing an effective equipment issuance and replacement system.

Work with administration to **evaluate health insurance alternatives** beyond standard city plans while educating CPD employees regarding their options

Re-institute **internship program for specialized units**

Support efforts to establish a **master police officer program** (see previous issue)

75+%

By 2023

Brevard Co. LE agencies exceeded by CPD when comparing compensation and benefits

How can CPD best attract and retain a skilled, community-oriented, and diverse sworn and civilian workforce?

Offer employee compensation, benefits, and opportunities that are competitive with those typically offered by Central Florida law enforcement agencies

Revise compensation structure to increase salary and benefits

Reform equipment administration by prioritizing equipment, creating reserves, and installing an effective equipment issuance and replacement system.

Work with administration to **evaluate health insurance alternatives** beyond standard city plans while educating CPD employees regarding their options

Re-institute **internship program for specialized units**

Support efforts to establish a **master police officer program** (see previous issue)

80+%

By 2023

Employee satisfaction with salary, benefits, and equipment

How can CPD best attract and retain a skilled, community-oriented, and diverse sworn and civilian workforce?

Employ more personnel who take pride in and represent the diverse Cocoa community

Offer additional trainee scholarships for Cocoa residents to attend police academy training

Offer **financial and non-financial incentives to employees who demonstrate proficiency in foreign languages** commonly spoken in Cocoa

Seek **grant assistance** to fund specialized units

Recruit a diverse set of military veterans ready to transition into law enforcement

Offer down-payment or rent assistance for officers seeking a home in Cocoa

Support efforts to establish a **master police officer program** (see Issue 2)

Support efforts to **promote departmental efforts** to improve officer diversity, incorporate new generation policing practices (see Issue 2)

30+%

By 2022

New hires who reside or have resided in Cocoa

How can CPD best attract and retain a skilled, community-oriented, and diverse sworn and civilian workforce?

Employ more personnel who take pride in and represent the diverse Cocoa community

Offer additional trainee scholarships for Cocoa residents to attend police academy training

Offer **financial and non-financial incentives to employees who demonstrate proficiency in foreign languages** commonly spoken in Cocoa

Seek **grant assistance** to fund specialized units

Recruit a diverse set of military veterans ready to transition into law enforcement

Offer down-payment or rent assistance for officers seeking a home in Cocoa

Support efforts to establish a **master police officer program** (see Issue 2)

Support efforts to **promote departmental efforts** to improve officer diversity, incorporate new generation policing practices (see Issue 2)

25+%

By 2026

Employees who reside or have resided in Cocoa

How can CPD best attract and retain a skilled, community-oriented, and diverse sworn and civilian workforce?

Employ more personnel who take pride in and represent the diverse Cocoa community

Offer additional trainee scholarships for Cocoa residents to attend police academy training

Offer **financial and non-financial incentives to employees who demonstrate proficiency in foreign languages** commonly spoken in Cocoa

Seek **grant assistance** to fund specialized units

Recruit a diverse set of military veterans ready to transition into law enforcement

Offer down-payment or rent assistance for officers seeking a home in Cocoa

Support efforts to establish a **master police officer program** (see Issue 2)

Support efforts to **promote departmental efforts** to improve officer diversity, incorporate new generation policing practices (see Issue 2)

A workforce that is representative of the Cocoa community (ethnicity, gender, income, language)

By 2026

How can CPD best attract and retain a skilled, community-oriented, and diverse sworn and civilian workforce?

Enhance administrative capacity to improve departmental operations and employee satisfaction

Develop and implement a comprehensive departmental **performance measurement system** with effective reporting that informs the public, updates city officials, and drives the agenda for monthly departmental meetings

Evaluate communication structure within department to ensure that timely, accurate information is efficiently transmitted among personnel

Evaluate the deployment of patrol resources to ensure they are properly aligned with the service expectations of the community

Develop and implement a **comprehensive multi-year departmental technology plan**, leveraging planned improvements in performance measurement and equipment administration

Develop and implement a **comprehensive departmental training plan**, with particular focus on in-service training for specialized units/career paths

90+%

By 2023

Employee satisfaction with internal departmental operations, policies, and procedures

Legislation Details (With Text)

File #:	21-661	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	9/28/2021			**In control:**	City Council
On agenda:	10/12/2021			**Final action:**	
Title:	Council acceptance of U.S. Department of the Interior-National Parks Service African American Civil Rights Grant Award # P21AP11733-00 in the amount of $30,000 for the purposes of conducting historical research and documentation on the Civil Rights Case Gilbert v. Board of Public Instruction of Brevard County, Florida. Approve a Resolution amending the Fiscal Year 2022 Budget, BAF # 22-007 -A in the amount of $30,000 for the grant award (Project GR2111). (Interim Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	P21AP11733-00 African American Civil Rights Grant Award Package.pdf BAF 22-007-A-CD-African Amer Civil Rights Grant (10-12-21) Agenda 21-661.pdf Budget Resolution FY 2022- ADA Compliant.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 28, 2021
Agenda Date: October 12, 2021
Prepared By: Charlene Neuterman, Interim Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Council acceptance of U.S. Department of the Interior-National Parks Service African American Civil Rights Grant Award # P21AP11733-00 in the amount of $30,000 for the purposes of conducting historical research and documentation on the Civil Rights Case Gilbert v. Board of Public Instruction of Brevard County, Florida. Approve a Resolution amending the Fiscal Year 2022 Budget, BAF # 22-007-A in the amount of $30,000 for the grant award (Project GR2111).

BACKGROUND:

In January, Staff presented an application for the U.S. Department of the Interior African American Civil Rights Grant. The application request consisted of hiring a consultant to design and develop exhibit content for the Leon & Jewel Collins Museum of African American History and Culture. The request included researching the history of the Civil Rights Case *Gilbert v. The Board of Public Instruction of Brevard County, Florida* and providing documentation to present in the museum.

The grant period of performance is 9/30/2021 through 9/30/2023. The City is using VendorLink to advertise a competitive selection process to award the consultant contract to. Pursuant to Section 5 of the Program Specific Requirements, all consultants/contractors must be competitively selected,

and documentation must be maintained by the grantee. Once a consultant is selected, Staff will work with that consultant to follow the specific grant guidelines as outlined in the Agreement. Annual progress and financial reports are required per the Agreement. Staff is prepared to provide the reports as required by the grant.

Upon completion, the consultant will present the final exhibit for approval by the Department of the Interior.

Staff is requesting a Budget Amendment and Resolution in the amount of $30,000 from Fund Balance Reserves to the Community Services budget account 001-3200-515-31-15. There is no match requirement for the grant, all funds will be reimbursed by the Department of the Interior upon request.

Staff requests acceptance of the grant award # P21AP11733-00 in the amount of $30,000 and a Budget Amendment for $30,000 to be added to the Community Services budget for FY22 (Project GR2111).

STRATEGIC PLAN CONNECTION:

Improve the City's image through development of programs and activities that enhance the image of Cocoa.

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

BAF#22-007-A

Amount Requested	$30,000
Account Number	001-0000-331.70-02
Account Name	Intergovernmental Rev Grants GR2111

Amount Requested	$30,000
Account Number	001-3200-515.31-15
Account Name	Professional Services/Historical Preservation GR2111
Source of Funds:	Department of Interior National Park Service

PREVIOUS ACTION:

January 26, 2021 - Council authorized staff to apply for the NPS Grant.

RECOMMENDED MOTION:

Council acceptance of U.S. Department of the Interior-National Parks Service African American Civil Rights Grant Award # P21AP11733-00 in the amount of $30,000 for the purposes of conducting

historical research and documentation on the Civil Rights Case Gilbert v. Board of Public Instruction of Brevard County, Florida. Approve a Resolution amending the Fiscal Year 2022 Budget, BAF # 22-007-A in the amount of $30,000 for the grant award (Project GR2111).

NOTICE OF AWARD

1. DATE ISSUED *MM/DD/YYYY*	1a. SUPERSEDES AWARD NOTICE dated
09/19/2021	except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO.
15.904 - Historic Preservation Fund Grants-In-Aid

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. P21AP11733-00	5. TYPE OF AWARD
Originating MCA #	Other
4a. FAIN P21AP11733	**5a. ACTION TYPE** New

6. PROJECT PERIOD	*MM/DD/YYYY*		*MM/DD/YYYY*
From	09/30/2021	**Through**	09/30/2023
7. BUDGET PERIOD	*MM/DD/YYYY*		*MM/DD/YYYY*
From	09/30/2021	**Through**	09/30/2023

AUTHORIZATION (Legislation/Regulations)

54 USC §301 et seq National Historic Preservation Act

8. TITLE OF PROJECT (OR PROGRAM)
2020 HPF AACR – CITY OF COCOA, Historical Research and Documentation of the Civil Rights Case Gilbert v. Board of Public Instruction of Brevard County, Florida

9a. GRANTEE NAME AND ADDRESS
Cocoa, City Of
65 STONE STREET
COCOA, FL 32922-7982

9b. GRANTEE PROJECT DIRECTOR
ANTHONY HAGAN
65 Stone Street
Community Services
Cocoa, FL 32922-7982
Phone: 3214338684

10a. GRANTEE AUTHORIZING OFFICIAL
ANTHONY HAGAN
65 Stone Street
Community Services
Cocoa, FL 32922-7982

10b. FEDERAL PROJECT OFFICER
Taylor Pearlstein
1849 C St NW
Washington, DC 20240-0001
Phone: 202 354 2095

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only		
II Total project costs including grant funds and all other financial participation		II
a. Salaries and Wages		0.00
b. Fringe Benefits		0.00
c. Total Personnel Costs		0.00
d. Equipment		0.00
e. Supplies		0.00
f. Travel		0.00
g. Construction		0.00
h. Other		0.00
i. Contractual		30,000.00
j. TOTAL DIRECT COSTS	$	30,000.00
k. INDIRECT COSTS	$	0.00
l. **TOTAL APPROVED BUDGET**	$	30,000.00
m. Federal Share	$	30,000.00
n. Non-Federal Share	$	0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$	30,000.00
b. Less Unobligated Balance From Prior Budget Periods	$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	$	0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	$	30,000.00
13. Total Federal Funds Awarded to Date for Project Period	$	30,000.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	$	d. 5	$
b. 3	$	e. 6	$
c. 4	$	f. 7	$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - ● Yes ○ No)

GRANTS MANAGEMENT OFFICIAL:
Megan Brown, Chief - State, Tribal, Local, Plans & Grants
1849 C Street NW
7360
Washington, DC 20240-1000
Phone: 202 354 2062

17. VENDOR CODE	0071394332	18. DUNS	079195608		19. CONG. DIST.	08
LINE#	**FINANCIAL ACCT**	**AMT OF FIN ASST**	**START DATE**	**END DATE**	**TAS ACCT**	**PO LINE DESCRIPTION**
1	0051012506-00010	$30,000.00	09/30/2021	09/30/2023	5140	FY21 HPF AACR FL Historical Research and

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
09/30/2021	09/30/2021	Annual	12/29/2021
10/01/2021	09/30/2022	Annual	12/29/2022
10/01/2022	09/30/2023	Final	01/28/2024

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
09/30/2021	09/30/2021	Annual	12/29/2021
10/01/2021	09/30/2022	Annual	12/29/2022
10/01/2022	09/30/2023	Final	01/28/2024

REMARKS

1. Grant Agreement
between
the United States Department of the Interior
National Park Service
and
the Above-Named Recipient

Articles

1. Department of the Interior Standard Terms and Conditions

   Recipients must also adhere the Department of Interior Standard Terms and Conditions located at https://www.doi.gov/grants/doi-standard-terms-and-conditions.

2. Legal Authority

   NPS enters into this Agreement pursuant to:

   1. National Historic Preservation Act (NHPA), 54 USC 300101 *et seq.*
   2. Historic Preservation Fund Grants Manual, 2007 and subsequent memos and guidance
   3. Further Consolidated Appropriations Act of 2020, P.L. 116-94

3. Performance Goals and Project Objectives

   The objective of this Agreement is to provide Historic Preservation Funds (HPF) to a State, Tribe, local government (including Certified Local Governments), or nonprofit to complete a project that documents, interprets, and/or preserves the sites and stories of the full history of the African American struggle to gain equal rights and the transatlantic slave trade. Projects may involve a broad rangeof preservation projects for historic sites including: survey & inventory, National Register nominations, oral histories, collections conservation, architectural services, historic structure reports, preservation plans, and physical preservation of resources listed or eligible National Register resources.

4. Performance Goals and Project Objectives

This grant program enables eligible grantees, as stated in the Notice of Funding Opportunity, across the nation to participate in a nationwide historic preservation program and meet the goals of 54 U.S.C. 300101 et seq., commonly known as the National Historic Preservation Act.

5. COVID-19 Provisions

Due to the COVID-19 pandemic, access to National Park Service (NPS) property, personnel, or resources may be limited at the start of the agreement. Any performance that requires access to National Park Service property, personnel, or resources shall not commence until the recipient receives confirmation from the NPS Financial Assistance Awarding Officer of the availability of those resources. The recipient shall contact the NPS Financial Assistance Awarding Officer for approval prior to incurring any costs for performance that requires access to National Park Service property or resources. Such approvals can only be provided by the NPS Financial Assistance Awarding Officer. In the event of a prolonged unavailability of resources, the period of performance may be modified to a later date, or the agreement may be cancelled, by either the National Park Service or the recipient, in its entirety. In addition, the recipient shall contact the NPS Financial Assistance Awarding Officer to coordinate any other changes to the agreement that may be needed to ensure successful performance during the COVID-19 pandemic.

6. Statement of Work

The Statement of Work to be performed in accordance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C 300101 et. seq., and in the Historic Preservation Grant Fund Manual.

The Statement of Work is further defined in an addendum at the end of this Notice of Award.

7. Responsibilities of the Parties

1. The Recipient agrees to:
    1. 1. The Recipient shall carry out the Statement of Work in accordance with the terms and conditions stated herein, such as the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*.
    2. The Recipient shall adhere to all applicable Federal, state, and local laws, regulations, and codes, such as the National Historic Preservation Act.

2. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and technical assistance at the request of the recipient.

8. Cost-Share Requirement

Non-Federal cost-share is not required for this Agreement.

9. Pre-Award Incurrence of Costs

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior

to the award of this agreement are not allowable.

10. Administrative & Indirect Costs

    The Recipient has chose not to use a federally approved negotiated indirect cost rate.

    The federally-negotiated indirect rate plus administrative costs to be applied against this agreement, by statute 54 U.S.C. § 302902, shall not exceed 25% of the total budget.

    Administrative costs are defined as: Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other overhead functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO).

11. Key Officials

    1. Communications. Recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.
    2. Changes in Key Officials. Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

12. Award and Payment

    1. The NPS will provide funding to the Recipient in an amount not to exceed the figure in block 11m of the Notice of Award for the Statement of Work described in Article VI and in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
    2. Recipient shall request payment in accordance with the following:
        1. **Method of Payment**. Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
        2. **Requesting Advances**. Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same–day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
        3. **Requesting Reimbursement**. Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct

project costs and the proportionate share of allowable indirect costs incurred during that billing period.

4. **Adjusting Payment Requests for Available Cash**. Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
5. **Bank Accounts**. All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
6. **Supporting Documents and Agency Approval of Payments**. Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

3. In order to receive a financial assistance award and to ensure proper payment, it is required that the Recipient maintain their registration with the System for Award Management (SAM), accessed at http://www.sam.gov. Failure to maintain registration can impact obligations and payments under this Agreement and/or any other financial assistance or procurement documents the Recipient may have with the Federal government.
4. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
5. **Allowable and Eligible Costs**. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
6. **Travel Costs**. For travel costs charged against awards under the Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Recipient in its regular operations as a result of the Recipient's written travel policy. If the Recipient does not have written travel policies established, the Recipient and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.
7. **Indirect Costs**. Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
8. **Recipient Cost Share or Match**. Any non–Federal share, whether in cash or in–kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in–kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

13. Prior Approval

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

14. Insurance and Liability

Flow–down: For the purposes of this clause, "recipient" includes such sub–recipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

15. Reports and/or Outputs/Outcomes

1. Refer to the last page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions "Manage Reports" functionality.

2. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.

3. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.

4. Specific projects, tasks, or activities for which funds are reimbursed and/or advanced will be tracked and reported by the grantee's submission as defined in an addendum at the end of this Notice of Award.

16. Property Utilization

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 applies to this Agreement.

17. Modification, Remedies for Noncompliance, Termination

1. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.
2. Additional conditions may be imposed by NPS if it is determined that the Recipient is non–compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.
3. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

18. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time

must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings You Must Report
   Submit the information required about each proceeding that:
   1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
   2. Reached its final disposition during the most recent five year period; and
   3. Is one of the following:
      1. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
      2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
      3. An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of $5,000 or more; or reimbursement, restitution, or damages in excess of $100,000; or
      4. Any other criminal, civil, or administrative proceeding if:
         1. It could have led to an outcome described in paragraph 2.3.(1), (2), or (3) of this award term and condition;
         2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
         3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
3. Reporting Procedures
   Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.
4. Reporting Frequency
   During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.
5. Definitions
   For purposes of this award term and condition:
   1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.,* Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It

does not include audits, site visits, corrective plans, or inspection of deliverables.
2. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
    1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
    2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

19. Funding Used for the Operation of Unmanned Aircraft Systems (UAS)

If Federal funding is provided to a State, local, tribal, or territorial government for the use of UAS for their operations, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

Per the policy memorandum issued by National Park Service Director, dated June 19, 2014, the launching, landing, and operating of unmanned aircraft, that is not under the control of the Federal government, on lands and waters administered by the National Park Service is prohibited unless approval is received from the Associate Director for such purposes as: Scientific study, search and rescue operations, fire operations, and law enforcement.

Administrative use includes the use of unmanned aircraft by

- NPS personnel as operators or crew;
- cooperators such as government agencies and universities that conduct unmanned aircraft operations for the NPS pursuant to a written agreement; and
- other entities, including commercial entities, conducting unmanned aircraft operations for the NPS, provided such entities are in compliance with all applicable FAA and Department of the Interior requirements.

20. Patents and Inventions (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

1. **Definitions**
    1. *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
    2. *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement

performance.

3. *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
4. *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
5. *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
6. *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

2. **Allocation of Principal Rights**

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

3. **Invention Disclosure, Election of Title and Filing of Patent Application by Recipient**

1. The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.
2. The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.
3. The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory

period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

4. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

4. **Conditions When the Government May Obtain Title**

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

1. If the Recipient fails to disclose or elect title to the subject invention within the times specified in paragraph 3, above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.
2. In those countries in which the Recipient fails to file patent applications within the times specified in paragraph 3 above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in paragraph 3 above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.
3. In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

5. **Minimum Rights to Recipient and Protection of the Recipient Right to File**

1. The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in paragraph 3, above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.
2. The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
3. Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient

will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

6. **Recipient Action to Protect the Government's Interest**
    1. The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to
        1. establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and
        2. convey title to the National Park Service when requested under paragraph 4 above and to enable the government to obtain patent protection throughout the world in that subject invention.
    2. The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (3)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
    3. The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
    4. The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

7. **Subcontracts**
    The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

8. **Reporting on Utilization of Subject Inventions**
    The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the

National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (10) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

9. **Preference for United States Industry**
Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

10. **March-in Rights**
The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:
    1. Such action is necessary because the Recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
    2. Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee or their licensees;
    3. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee or licensees; or
    4. Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

11. **Special Provisions for Agreements with Nonprofit Organizations**
If the Recipient is a nonprofit organization, it agrees that:
    1. Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;
    2. The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
    3. The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the

administration of subject inventions, will be utilized for the support of scientific research or education; and

4. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (11)(4).

12. **Communication**
    Communications regarding matters relating to this provision shall be directed to:
    Deputy Associate Solicitor
    Branch of Procurements and Patents
    Office of the Solicitor
    U.S. Department of the Interior
    1849 C Street, NW
    Washington, DC 20240

21. Strengthening Buy-American Preferences for Infrastructure Projects per E.O. 13858

    Per Executive Order 13858, entitled "Strengthening Buy-American Preferences for Infrastructure Projects" the Recipient shall maximize, consistent with law, the use of iron and steel goods, products, and materials produced in the United States, for infrastructure projects as defined by the Executive Order when the statement of work includes alteration, construction, conversion, demolition, extension, improvement, maintenance, reconstruction, rehabilitation, or repair.

22. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (d))

    While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

    All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information (https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines).

    The following summarizes some of the requirements for preparing NPS reports in conformance with

Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to https://section508.gov/create. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later (https://www.w3.org/WAI/standards-guidelines/wcag/), Level AA Success Criteria.

- **Electronic documents with images**
  Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

- **Electronic documents with complex charts or data tables**
  When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

- **Electronic documents with forms**
  When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

23. General and Special Provisions

1. **Lobbying Prohibition**. 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.
2. **Anti–Deficiency Act**. Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
3. **Minority Business Enterprise Development**. Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
4. **Assignment**. No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
5. **Member of Congress**. Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
6. **Agency**. The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS

employees are not agents of the Recipient and will not act on behalf of the Recipient.

7. **Non–Exclusive Agreement**. This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
8. **Partial Invalidity**. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
9. **No Employment Relationship**. This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
10. **No Third–Party Rights**. This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
11. **Program Income.** If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments *(2 CFR§200.305 (5))*. As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.
12. **Rights in Data.** The Recipient must grant the United States of America a royalty–free, non–exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
13. **Conflict of Interest**
    1. Applicability.
        1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
        2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.
    2. Requirements.
        1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
        2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

3. Notification.
    1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.
4. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
5. Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
6. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

24. Signatures

Recipients are **not** required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down of funds, or accepting the award via electronic means.

25. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
    1. Procure or obtain;
    2. Extend or renew a contract to procure or obtain; or
    3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
        1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company or Dahua Technology Company (or any subsidiary or affiliate of such entities).
        2. Telecommunications or video surveillance services provided by such entities or using such equipment.
        3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the secretary of defense, in consultation with the director of the

national intelligence or the director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services and to ensure that communications service to users and customers is sustained.
3. See Public Law 115-232, section 889, for additional information.
4. See also §200.471.

Program Specific Requirements

1. NPS Oversight

The NPS will provide oversight of this grant project through the following NPS reviews:

1. Review and approval of annual and final reporting to include compliance with 2 CFR 200;

2. Review and approval for compliance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*;

3. Review and approval for compliance with Sections 106 (54 USC 306108) and 110f (54 USC 306107) of the National Historic Preservation Act in coordination with the appropriate State Historic Preservation Office;

4. Review and approval for compliance with the National Environmental Policy Act (NEPA);

5. Review and approval of project signage to notify the public of federal involvement; and

6. Any other reviews as determined by the NPS based on program needs or financial/programmatic risk factors (i.e., draft National Register nomination if required, etc.).

2. Determination of Risk

In accordance with 2 C.F.R. § 200.205, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, Federal Awardee Performance and Integrity Information System (FAPIIS), and/or past performance on previous Federal financial assistance awards and other factors.

This award has been determined to be a low risk with the following requirements:

Requests for payment may be made directly from the ASAP grant account without prior NPS approval after expenses have been incurred, invoiced, and paid. All documentation of expenses must be kept on file for audit purposes and may be requested by the NPS at any time. If payments are drawn down prior to invoice and payment or in amounts larger than costs incurred, the Recipient may be determined medium or high risk and be subject to additional grant terms and conditions.

3. Eligible Costs

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

1. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA);

2. Administrative costs necessary to complete and administer the grant requirements;

3. Rehabilitation of properties;
    1. Eligible properties include historic districts, buildings, sites, structures and objects listed or eligible for listing in the National Register of Historic Places or applicable Tribal Register;
    2. Unlisted properties that receive funding must complete and submit a nomination as part of the project;
    3. All work must meet the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*; and
    4. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement

4. Survey and Inventory of historic resources to determine eligibility;

5. Cost for producing a nomination to the National Register of Historic Places (if applicable);

6. Conservation of collections;

7. Cost for any required audits or financial requests;

8. Cost for the production of project signs:

9. Costs for public notice of grant opportunities;

10. Costs associated with required training or reporting; and/

11. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

4. Equipment Purchases

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application <u>is not</u> approval of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or $5,000.

5. Consultants & Contractors

Consultant/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected and documentation of this selection must be maintained by the grantee and be made readily available for

examination by the NPS. Federal contracting and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current regional salary tables can be found on the Office of Personnel and Management website: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/.

6. Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of receiving this awarded grant agreement. A copy of the posted release must be submitted to NPS within 30 days of the posting.

HPF funded projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. Signage/notification must be submitted for approval by the ATR in advance. Also the sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this agreement. At a minimum, all notifications must contain the following statement:

"[Project Name] is being supported in part by an African American Civil Rights grant from the Historic Preservation Fund administered by the National Park Service, Department of the Interior."

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

Cost of posting, fabricating, and erecting notification are eligible grant costs.

7. Publicity & Press Releases

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the Historic Preservation Fund (HPF) administered by the National Park Service.

8. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant-supported activities as referenced in the Statement of Work.

All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number [insert grant number, block 4a of this Notice of Award's coversheet]. Any opinions, findings, and conclusions or recommendations

expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

1. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
2. All digital copies must follow the file naming convention described in the attached Digital Product Submission Guidelines. Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.
3. All consultants hired by the grantee must be informed of this requirement.
4. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

9. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital (preferred) or physical copy of all deliverables must be available for public access. Sensitive information may be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

10. NPS Review of Planning/Design Documents for National Historic Landmarks

The grantee must submit the following through HPFOnline:

1. a site plan that has the north direction clearly marked;

2. a city/county map with the site of the property clearly labeled;

3. set of plans and specifications for the project;

4. photographs (or digital images) of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;

5. interior photographs of all major rooms and those involved in the project, labeled and keyed to a floor plan;

6. for NHL Districts include overall views of the district from the project area; and

7. any additional information that will better enable a technical review of the project to be completed.

The grantee must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated

and funds deobligated.

Plans & specifications for the project must be marked on the cover with this statement:

The {name of property} is designated a National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. The funding of which is subject to having all work items meet The Secretary of the Interior's Standards for the Treatment of Historic Properties.

11. Compliance with Section 106

Pursuant to Section 106 of the National Historic Preservation Act (54 USC 306108), the NPS and the grantee must complete the consultation process stipulated in the regulations issued by the Advisory Council on Historic Preservation (ACHP) in 36 CFR 800 **prior** to the commencement of all grant-assisted construction or ground disturbance on the property.

12. Compliance with Section 110

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 USC 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 USC 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

13. Requirement for NEPA Compliance

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant–supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology. For construction or archeology projects, the applicant/grantee should submit an *Environmental Screening Worksheet*, in order to assist the NPS in determining if a Categorical Exclusion (found in NPS Director's Order 12) can be utilized.

14. Compliance with the Americans with Disabilities Act and the Architectural Barriers Act

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

15. Unanticipated Discovery Protocols

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

16. NAGPRA Costs Are Unallowable

Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.

17. GIS Spatial Data Transfer Standards

All GIS data collected with HPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage:

https://www.nps.gov/crgis/crgis_standards.htm

Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds.

18. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

HPF funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

19. Subgrant Awards

The awarding of subgrants must follow the general criteria described below in addition to the eligibility factors outlined in the Notice of Funding Opportunity, OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual.

The Grantee must publicly announce the availability of HPF funds and include the following information:

1. A summary statement of the priorities for funding;

2. Description of eligible activities for which funding is to be provided;

3. The total amount available, or expected to be available for subgrants;

4. An explanation of the required selection process used, including evaluation criteria, that will provide an opportunity for all eligible entities to submit applications and have them considered on an equal basis;

5. The deadline for submitting the completed application;

6. Directions to the applicant to include a detailed and specific list of the final products to be accomplished with the subgrant, and to provide a detailed line-item budget that includes all major work elements;

7. Identification of the donor, source, kind, and amount of nonfederal matching share to be contributed, if applicable;

8. An explanation that all elements funded must meet the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;

9. An explanation that all subgrants must follow OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual;

10. Notice of the requirement for easements or covenants for grant assisted preservation work.

To qualify a subgrantee as responsible, the grantee must ensure that a subgrantee will:

1. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities; or a firm commitment, arrangement, or ability to obtain such;

2. Be able to comply with the proposed or required completion schedule for the project;

3. Have a satisfactory record of integrity, sound judgment, and satisfactory performance, especially with prior performance upon grants and contracts;

4. Have an adequate accounting system and auditing procedures to provide effective accountability and control of property, funds, and assets sufficient to meet audit requirements.

NPS oversight of subgrants will include:

1. Review of selected subgrants;

2. Review of any physical preservation work for compliance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;

3. Review of any physical preservation work or archeological surveys for compliance with National Environmental Policy Act (NEPA);

4. Review, in concert with National Park Service regional office(s), physical preservation work as per Section 110(f) (54 USC 306107) which clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm;

5. Verification of submission of any subgrants over $30,000 federal share to Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS);

6. Review of final executed preservation easement/covenant;

7. Additional requirements as determined for the grantee based on risk or program requirements.

20. Requirement for Training

At the direction of the National Park Service, personnel associated with management of the grant program may be required to attend trainings and/or meetings. The grantee will be provided adequate notice to plan for any required activities; expenses incurred as part of this requirement are eligible to charge towards the grant.

21. Demonstration of Effort – Performance Goals

In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants.

Demonstration of effort means acceptable performance by undertaking meaningful progress on grant-supported activities and complying with award terms and conditions.

22. Notice of Financial Management Review

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

23. Catalog of Federal Domestic Assistance/Assistance Listing Inclusion in Single Audit

Non-Federal entities receiving financial assistance through the Historic Preservation Fund must include the appropriate Catalog of Federal Domestic Assistance (CFDA) number in the Schedule of Expenditures of Federal Award in their Single-Audit. The CFDA number applicable to this award as identified in block 2 on the first page of this agreement document.

24. Audit Findings and Follow-Up

The Recipient is hereby informed that the NPS may withhold or suspend award funds, or may impose other related conditions, if the recipient does not satisfactorily and promptly address findings from Single or program-specific audits, investigations, or reviews of NPS programs and awards. Each year the award is active, the Recipient must require its auditors to provide status report updates of all audit findings included in the prior audit's Schedule of Findings and Questioned Costs, as required by 2 CFR 200, Subpart F ("Grants and Agreements, Audit Requirements"). Upon review of subsequent annual audits, the NPS will determine if further corrective action is warranted.

When findings exist, the Recipient must submit a status report every six months to the NPS of all steps being taken to resolve related audit findings included in the prior audit's *Schedule of Findings and Questioned Costs* to remain in good standing for all NPS grant awards. If the Recipient fails to meet these deadlines without written approval of extension from the NPS, NPS may withhold remaining and future award funds, or may impose other related requirements to ensure compliance with this condition.

Outstanding audit findings, if any, are included in the attachments of this Agreement.

AWARD ATTACHMENTS

COCOA, CITY OF P21AP11733-00

1. Environmental Certification
2. Digital Products Submission Guidelines, AACR
3. Addenda of Budget, Scope, and Deliverables

United States Department of the Interior
NATIONAL PARK SERVICE
1849 C Street, NW
Washington, DC 20240

ENVIRONMENTAL CERTIFICATION

Based upon a review of the application, proposed work, and the supporting documentation contacting in the applications, it has been determined that the proposed HPF funded work meets the criteria for categorical exclusion under the current Interim Director's Order 12 *Categorical Exclusions* (replacing DO-12 Handbook, Chapter 3, Sections 3.3, 3.4, and 3.5).

Applicable categorical exclusion(s) below apply to all proposed projects **except** development and archeological survey which must be reviewed independently: **F.1 – F.6 – Actions Related to Grant Programs**

Megan J. Brown

Megan J. Brown
Chief State, Tribal, Local, Plans & Grants
National Park Service

3/25/2021
Date

Digital Product Submission Guidelines

The National Park Service's (NPS) State, Tribal, Local Plans & Grants (STLPG) Division developed these guidelines to outline the digital product submission process for grant recipients. These guidelines specify the types of products that should be submitted, supply guidance on the file names and formats grant recipients should use, and define how submissions should be made.

Products submitted digitally may be uploaded and shared with the general public through the Integrated Resource Management Application (IRMA), the NPS's digital repository system. The see grant products that have already been uploaded, use the above link, choose Historic Preservation Fund (HPF) under "Select a Park, Office, Program or Region" and selected a category of featured context.

What to submit:

- Provide one digital copy of each deliverable or publication under your grant agreement. Refer to the Reports, Outputs, & Outcomes article to find the deliverables and publications specified in your grant agreement.
- Deliverables and publications include, but are not limited to, the following materials:

SUBMIT	DO NOT SUBMIT
Reports, plans and guidelines (including historic structure reports, design guidelines, economic impact studies, treatment reports, historic context statements, preservation plans) **Substantive event materials** (including programs, proceedings, handouts, photographs) **Professionally produced content** (including books, documentaries, oral histories, presentations and PSAs) **Interpretive products** (including books, brochures, posters, interpretive tours, coloring books or other youth-focused products, lesson plans) **Online content** (including websites, story maps, and other web-based projects)	**Digital copies saved on CD/DVD-Rs or flash drives** (unless arrangements have been made with your grant administrator) **Confidential/restricted reports that cannot be viewed by the general public** (including archeological reports, architectural reports on federal buildings or restricted sites) **Other documentation not intended for the general public** (including survey forms, financial records, correspondence) **Ephemeral products unlikely to be of future value to the general public** (including flyers, postcards, invitations, meeting minutes)

- **Final grant products may be made available to the general public and should, by default, feature the NPS disclaimer.** Printed products must feature a printed disclaimer when feasible. Audio products must include a spoken version of the disclaimer. Video products must include the disclaimer as an on-screen graphic. A disclaimer is not required when it would be unreasonable to do so, such as on size-restrictive publications like postcards or flyers.

  "This material was produced with assistance from the African American Civil Rights grant program, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

- For additional questions about the required disclaimer, consult with your NPS grant manager.

Naming files for submission:

- Name each file you will be submitting using the following naming convention:
  AACR_[Fiscal Year]_[Grantee's State Abbreviation]_[Legal Name of Grantee or Subgrantee]_[Grant Number]_[Short File Description]
- Do not use spaces or special characters (#, %, &, ?) in the file name.
- For "Short File Description," write a brief (less than 50 characters), unique description that would help someone easily and quickly identify the file.
- If files are part of a series, append the number 001, 002, etc. to the end of the description.
  Ex: Audio files submitted under a FY2020 grants by the DC State Historic Preservation Office
  AACR_20_DC_DCSHPO_P21AP00001_JohnDoeInterview001.mp3
  AACR_20_DC_DCSHPO_P21AP00001_JohnDoeInterview002.mp3

Required file formats and resolution standards:

- *Reports and publications:* PDF files created at 300 ppi (pixels per inch) minimum and 100% of the original document size. Convert authoring formats to PDFs (for example, saving Word or InDesign files as PDFs). When born-digital is not available, provide high resolution scans of printed materials as PDFs. Preference is for PDF/A-1 or PDF/A-2 format over standard PDF.
- *Photos:* JPEG or TIFF files saved at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
  - **When submitting photographs, include captions, photo credit, and a signed release form (if needed).** Photo release forms are available on the STLPG website.
  - **Development (construction) grants must submit photographs of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work.** Refer to the NPS Documenting Historic Places on Film guidelines for more information on photographing a variety of historic environments and buildings.
- *Videos:* MP4 files saved at a resolution of 1280 by 720 pixels. All videos produced with HPF funding should include closed captioning. When reasonable, provide transcripts of videos as Word documents.
- *Audio:* Uncompressed WAV files. When reasonable, provide transcripts of audio files as Word documents.
- For more information about formatting deliverables, consult the National Archives' Tables of File Formats.

Creating an index file for your submission:

- Include this information in the index file for each product that is being submitted:
  Grant Number
  Subgrant Number (if applicable)
  Title of Product
  Filename
  Product Creator(s) (give full names and their roles include up to 5 names or organizations)
  Date Completed
  Extent (number of pages, photographs, or length of audio/video files; use when applicable)
  Description (up to 200 words)
- Save the index file as a Microsoft Word document using the following naming convention:
  AACR_[Fiscal Year]_[Grantee's State Abbreviation]_[Legal Name of Grantee or Subgrantee]_[Grant Number]_Index.docx
  Ex. AACR_20_DC_DCSHPO_P21AP00001_Index.docx
- Only submit one index per submission, including all of the products in that submission

Submitting Your Files:

1. Email stlpg@nps.gov to ask to be added to your grant folder.
2. You will receive an e-mail from the Records Management Assistant's e-mail account (currently caitlin_white@partner.nps.gov) with the subject 'White, Caitlin E shared the folder "[Grant Name]" with you'. Click 'Open' in the e-mail.
3. You will be sent to a page asking you to Request Verification Code. Click 'Send Code.'
4. A second e-mail from no-reply@sharepointonline.com with the subject 'Code [Eight digit number] is your Microsoft SharePoint verification code.'
    a. Copy the code from the e-mail and paste into the box on the 'Enter Verification Code' page that appeared after you requested a code be sent to you.
5. Click the 'Upload' button at the top of the page.
    a. It will give you the option to either upload file(s) or a folder.
6. In the new window, click on the file you wish to upload and then 'Open'. The file should now appear on the page.
7. E-mail the stlpg@nps.gov account to notify them that the files have been submitted using the template provided in your welcome e-mail. Unlike the previous system, there is no notification given when a file is uploaded and YOUR FILES WILL NOT BE CONSIDERED SUBMITTED UNTIL THIS EMAIL IS RECEIVED.

Reviewing submitted files:

- When NPS receives the files, we will review your submitted products for compliance with the HPF grants manual, the Secretary of the Interior's Standards of Archeology and Historic Preservation, and any other relevant requirements.
- If there are issues with the submitted files or grants products, your grant manager will contact you and may ask for corrections and resubmission if necessary.
- NPS will also determine whether the submitted products are suitable for sharing with the general public through the Integrated Resource Management Application (IRMA), the NPS's digital repository system. If so, we will upload the files there and make them publicly available.

Addenda
to
Grant Agreement
P21AP11733

1. Addendum to Approved Budget

The approved budget to complete the work under this grant is further defined as follows:

Budget Item	Fed Admin	Federal Program	Recipient Share Admin	Recipient Share Program	Total
Personnel	$ -	$ -	$ -	$ -	$ -
Fringe Benefits	$ -	$ -	$ -	$ -	$ -
Travel	$ -	$ -	$ -	$ -	$ -
Supplies	$ -	$ -	$ -	$ -	$ -
Equipment	$ -	$ -	$ -	$ -	$ -
Contractual/Consultant	$ -	$ 30,000.00	$ -	$ -	$ 30,000.00
Construction	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -
Indirect Costs	$ -	$ -	$ -	$ -	$ -
TOTAL	$ -	$ 30,000.00	$ -	$ -	$ 30,000.00

2. Addendum to Article VI - Statement of Work

The **Statement of Work** is further defined to include:

1. A consultant (expected not to exceed $30,000) to conduct research and acquire documentation related to the landmark case, Gilbert v. Board of Public Instruction of Brevard County, Florida per the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation,* to include:
    i. Conduct research on the landmark case of Gilbert v. Board of Public Instruction of Brevard County, filed in March 1938.
    ii. Present historic case files on the initial court filing and subsequent appeals all the way to the Supreme Court.
    iii. Gather documentation of the case and on the lives of John E. Gilbert and Harry T. Moore
    iv. Compile all the research and documentation into a written thesis of the events and stories for presentation to the City of Cocoa
    v. Oral history interviews will be conducted with significant individuals in accordance with the Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archeology, in addition to best practices as identified by the Oral History Association and the American Folklife Center of the Library of Congress.

(http://www.oralhistory.org/about/principles-and-practices/ and https://www.loc.gov/folklife/familyfolklife/oralhistory.html)

1. Provide research design to NPS including, but not limited to, identified audience, a clear plan for outreach and dissemination, methods, sample questions, number of interviews, release forms, and storage.

vi. Design and Develop and exhibit for display at the Leon & Jewel Collins Museum of African American History and Culture using the research, documentation, and oral history interviews previously outlined above.

vii. Consultant service*

*Requires approval by NPS ATR prior to hire

3. Addendum to Article XV – Reports, Outcomes, & Deliverables

The Reports, Outcomes, and Deliverables are further defined to include:

2. **Draft documents** to be submitted digitally and reviewed as related to the Statement of Work:

   i. Draft documents including text, layout, etc., for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee, by name or title (see Department of the Interior Standard Terms and Conditions)

   ii. Draft press release posted upon receipt of the grant funding (see Requirement for Project Sign & Public Notification)

   iii. Draft thesis report at 80% completion to NPS

   iv. Draft oral history research design to NPS including, but not limited to, identified audience, a clear plan for outreach and dissemination, methods, sample questions, number of interviews, release forms, and storage.

   v. Concept development, schematic design, construction (fabrication) and graphic design documents for the exhibit must be submitted at 80% completion with sufficient time for comment, to include draft text of the exhibit and a listing of National Register resources, if any, to be featured

   vi. Draft text of funding acknowledgement for exhibit

3. The Final Report must be submitted digitally and include:

i. Complete and attach the SF-428B *Tangible Personal Property Report Final Report* or SF-428C, *Tangible Personal Property Disposition Request/Report*, if applicable

ii. **Final project deliverables**:

1. Publications or products (workshops, handouts, pamphlets, videotapes, etc.) produced using this grant (one digital copy), if applicable
2. Digital copy of final thesis report
3. Index of collected Oral Histories.
4. Sample oral history transcripts or digital recordings.
5. Photographs of the installed exhibit, including funding acknowledgement
6. Detailed Project Report which includes: description of the project's process, an analysis of the data, and any conclusion that sums up the findings, plans for dissemination and next steps. The report should incorporate any special material such as photos, maps, or copies of important documents.

City of Cocoa Budget Adjustment Form FY 2022 - 22-007-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3200 | DATE PREPARED: 10/04/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 30,000	001-0000-331.70-02	GR2111	Intergovernemental Rev Afr Am Civil Grant	$ 0	$ 0	$ 30,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 30,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 30,000	001-3200-515.31-15	GR2111	African American Civil Rights Grant	$ 0	$ 0	$ 30,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 30,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Account for the budget of $30,000 for the African American Civil Rights Grant to be approved at the 10/12/21 Council meeting. Agenda 21-661.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/12/21 *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.

10/4/21	Charlene Neuterman	Digitally signed by Charlene Neuterman Date: 2021.10.04 13:17:16 -04'00'	10/5/21	Colleen Campbell	Digitally signed by Colleen Campbell Date: 2021.10.05 10:24:12 -04'00'		
Date	Requestor's Signature		Date	Finance Approval Signature		Date	Finance Director's Signature
10/4/21	Charlene Neuterman	Digitally signed by Charlene Neuterman Date: 2021.10.04 13:17:34 -04'00'	10/5/21	Lora Howell	Digitally signed by Lora Howell Date: 2021.10.05 11:06:09 -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 #: _____

RESOLUTION NO. 2021-097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2021-2022 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 12th day of October, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	21-670	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/1/2021			**In control:**	City Council
On agenda:	10/12/2021			**Final action:**	
Title:	Approve the Interlocal Agreement between Brevard County Board of County Commissioners and the City of Cocoa regarding Automatic Aid for Fire Protection and Rescue Services and the lease of Old Fire Station #2(BCFR Station #46). Request Council grant the City Manager authorization to approve annual renewals and or modifications as necessary. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa Interlocal Auto Aid and Station Lease Agreement Combined COUNTY FINAL-City Edits				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 1, 2021
Agenda Date: October 12, 2021
Prepared By: Jonathan Lamm, Fire Chief
Through: Jonathan Lamm. Fire Chief
Requested Action:
Approve the Interlocal Agreement between Brevard County Board of County Commissioners and the City of Cocoa regarding Automatic Aid for Fire Protection and Rescue Services and the lease of Old Fire Station #2(BCFR Station #46). Request Council grant the City Manager authorization to approve annual renewals and or modifications as necessary.

BACKGROUND:

This INTERLOCAL AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered by and between the Brevard County Board of County Commissioners and the City of Cocoa and replaces that Interlocal Agreement entered into between the County and the City dated July 7, 2009, and hereinafter referred to as the "Original Agreement", and replaces Amendment No. 1, to the Original Agreement dated, February 9, 2010, hereinafter referred to as Amendment No. 1, and replaces the Interlocal Agreement for the Lease of Fire Station #2, dated, September 19, 2017, hereinafter referred to as the Lease Interlocal.

STRATEGIC PLAN CONNECTION:

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

and property damage

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the Interlocal Agreement between Brevard County Board of County Commissioners and the City of Cocoa regarding Automatic Aid for Fire Protection and Rescue Services and the lease of Old Fire Station #2(BCFR Station #46). Request Council grant the City Manager authorization to approve annual renewals and or modifications as necessary.

INTERLOCAL AGREEMENT BETWEEN
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS AND
THE CITY OF COCOA REGARDING AUTOMATIC AID FOR FIRE PROTECTION AND
RESCUE SERVICES AND LEASE OF FIRE STATON #2 (BCFR Station #46)

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered by and between the **Brevard County Board of County Commissioners**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the **City of Cocoa**, a municipality incorporated under the laws of Florida, hereinafter referred to as the "City", and replaces that Interlocal Agreement entered into between the County and the City dated July 7, 2009, and hereinafter referred to as the "Original Agreement", and replaces Amendment No. 1, to the Original Agreement dated, February 9, 2010, hereinafter referred to as Amendment No. 1, and replaces the Interlocal Agreement for the Lease of Fire Station #2, dated, September 19, 2017, hereinafter referred to as the Lease Interlocal.

RECITALS:

WHEREAS, the Parties desire to enter into this Agreement for the purposes of securing automatic-aid first response fire protection and rescue service to each of the Parties, in specific areas and under certain conditions, so as to better protect the lives and property of its citizens; and

WHEREAS, the City currently owns and maintains the Fire Station #2 property located at 113 South Fiske Blvd. Cocoa, Florida 32922 (hereinafter referred to as "Fire Station #2"); and

WHEREAS, the County and City wish to continue with the current Lease Agreement for Fire Station #2 property; and

WHEREAS, this Agreement is authorized pursuant to §§125.01(1) (p) and 163.01, Florida Statutes, as an Interlocal agreement; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

SECTION 1. TERM:
This Agreement will commence and be effective upon its approval and execution by the elected bodies of both the County and the City, and filling with the Clerk of the Circuit Court in and for Brevard County, Florida, for a period of five (5) years. After the initial five (5) year term, the agreement shall automatically renew each year, unless terminated or amended as described in Section 2. Termination/Revision of Agreement.

SECTION 2. TERMINATION/REVISION OF AGREEMENT:
2.1 This Agreement may be terminated by either party, with or without cause, upon written notice of termination to the other party sixty (60) days prior to the date of such termination. In the event this Agreement is terminated by either party, the Lease for Fire Station #2, a copy of which is attached

hereto as Addendum K, shall terminate on the same date as this Agreement unless otherwise mutually agreed upon by the parties in writing. To the extent that this provision is determined to be in conflict with Section 2 of the Lease this provision shall apply.

2.2 Either party may request that this Agreement be amended. Such requests must be placed in writing and address the reason for the amendment as well as provide proposed revised language. In order to be deemed effective, the amendment must be approved by both respective governing bodies, and filed with the Clerk of the Circuit Court in and for Brevard County, Florida.

SECTION 3. SERVICES PROVIDED:

Except to the extent agreed herein, the County and the City agree that their fire rescue departments will provide primary emergency services within their respective jurisdictions.

3.1 Statement of Reciprocity- The County and the City agree to share both unique and common emergency response resources for the purpose of expeditious and effective emergency service delivery to City and County citizens alike. In that the services are provided by both the County and the City in a mutually beneficial manner, there shall be no monetary payments to either the City or the County for services identified in this Agreement. For purposes of this section "services" does not include the rental sum of one dollar and no cents ($1.00) for the lease of Fire Station #2.

3.2 Automatic Aid – To provide the highest level of protection possible within the Response Area defined herein, the County and the City hereby agree to provide Automatic Aid. "Automatic Aid" means and refers to the automatic dispatch of, and response by, an emergency medical services unit and/or fire suppression units to an emergency within an identified service area without the initiation of a mutual aid request. Automatic Aid shall be based on a mutually agreed upon (County and City) predefined process that results in the immediate response of emergency personnel by the Responding Party to the scene of an emergency in the Receiving Party's jurisdiction on behalf of, or along with, the Receiving Party, without regard to municipal City or unincorporated County boundaries. "Receiving Party" shall mean and refer to the authority having jurisdiction of the subject emergency location within the Response Area that is receiving automatic aid pursuant to this Agreement. "Responding Party" shall mean and refer to the authority responding to the request for automatic aid pursuant to this Agreement.

(a) **Automatic Aid Response Area** –

The **County** shall provide Automatic Aid within the following incorporated boundaries of the City:

1. First Response fire protection and Advanced Life Support (ALS) first responder medical service to the geographical areas identified in the attached Addendums A, and E through J, to this Agreement; with
2. Single engine and single rescue first response fire protection to the incorporated areas bounded by the Indian River to the East, including the causeways, the St. Johns River to the West, Canaveral Groves Boulevard to the North, and the City of Rockledge boundary to the South.

The **City** shall provide Automatic Aid within the following unincorporated areas of the County:

3. First response Advanced Life Support (ALS) medical rescue service to the unincorporated enclaves identified in Addendums A through D, to this Agreement; with
4. Single engine first response fire protection to the unincorporated areas of the County bounded by the Indian River to the East, including the causeways, St. Johns River to the West, Camp Road to the North, and the City of Rockledge boundary to the South.

(b) **Predefined Unit Response Assignments** – The County and the City shall mutually agree on predefined unit response assignments for responding to emergency events within the Response Area. Response by fire, rescue, and other support units will be units of appropriate type to provide the response to the emergency incident, and will be dispatched in accordance with established fire and EMS protocols as mutually agreed upon by the fire chiefs of the County and the City, and as may be otherwise required by law. Communications procedures and protocols between the County and the City will be continually monitored and reviewed by the fire chiefs and dispatch center directors. Policy and/or operational procedures will be regularly updated in order to promote operational efficiencies.

(c) **Officer in Charge** – It is further agreed that the first arriving unit will establish incident command and manage the incident in accordance with established procedures until the earlier of mitigation of the incident, or upon scene control being transferred to an officer having authority within the jurisdiction where the incident occurred. The first arriving command officer, whether County or City, will function as the incident commander. In the case where the first arriving command officer is not of the authority having jurisdiction for the area, incident command shall be transferred to the command officer of the authority having jurisdiction upon the arrival of such command officer. While providing automatic aid in the Response Area, the Responding Party's personnel shall be subject to the orders and directions of the officer in charge of the operations.

(d) **Service Standard** – The Responding Party and Receiving Party shall utilize National Fire Protection Standard 1500, as defined in Florida Statute Section 633.508, to ensure that the Incident Command System, the Personnel Accountability System and the 2 in/2 out standards are adhered to. Failure to comply with this service standard may be deemed to be a breach of this Agreement and cause for immediate termination, notwithstanding the notice provision set forth in Section 2.

(e) **Communication and Notification of Non-response** – Should either the County or the City be unable to respond and provide automatic aid in response to an emergency call within the Response Area, the declining party shall immediately notify the dispatch center of the authority having jurisdiction.

(f) **Release of Responding Party** – The Responding Party will be released from an automatic aid request by the Receiving Party as soon as is appropriate either based upon operational considerations or when the Receiving Party has adequate resources on scene to mitigate the emergency, as determined by the officer in charge of the scene. The authority having jurisdiction will be responsible for conducting any fire investigation.

3.3 Fire Station Facility Usage – The County shall continue the lease for Fire Station #2 property, located at 113 South Fiske Boulevard, Cocoa, Florida 32922, for the sum of one dollar and no cents ($1.00) annually to provide and operate primarily EMS/ALS Ambulance Services and secondarily (if necessary) fire protection services within the jurisdictional limits of the City and unincorporated areas of Brevard County. The terms and conditions of the lease are contained within the Lease Agreement and fully incorporated herein. A copy of the fully executed Lease Agreement is attached hereto as Appendix K.

SECTION 4. ADDITIONAL EQUIPMENT:

There may be circumstances in which the County and the City mutually agree to locate assets belonging to one party in a station or stations belonging to the other party for coverage purposes on a temporary basis. Subject to mutual agreement, these units may be staffed by either agency to provide more expeditious or efficient first responder and fire-rescue protection for the citizens of both parties.

SECTION 5. NOTIFICATION:

Any required notice to be provided by either party to this Agreement, other than an emergency call and dispatch, shall be delivered to the other party's representative at the following locations:

Jonathan Lamm, Fire Chief
Cocoa Fire-Rescue
1740 Dixon Boulevard
Cocoa, Florida 32922

Mark Schollmeyer, Fire Chief/Director
Brevard County Fire Rescue
1040 South Florida Avenue
Rockledge, Florida 32955

With a copy to:

Stockton Whitten, City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Frank Abbate, County Manager
Brevard County Manager's Office
2725 Judge Fran Jamieson Way
Viera, Florida 32940

Any notice to be sent to the County or the City under the provisions of this Agreement shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, first class U.S. mail, or by nationally recognized overnight courier to the last known address of the said County or the City, as the case may be, with appropriate copies as set forth above. A mailing is deemed received at the time of hand delivery or five (5) days after mailing. Either party hereto may unilaterally change the person to whom a mailing is to be sent or the address of said person by giving notice to the other party as provided for herein.

SECTION 6. AUDITING, RECORDS AND INSPECTION:

6.1 In the performance of this Agreement, the County and the City shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as set forth in Rule 69I-61.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and accounts related to 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 County and the City for a period of three (3) years after termination of this Agreement for accounting related records and for other public records, five (5) years after termination of this Agreement, unless otherwise required by law to be held for a longer period of time. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of Chapter 119, Florida Statutes and Section 401.30, Florida Statutes.

6.2 No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County or the City pursuant to this Agreement shall be subject to copyright protection in the United States or any other country.

6.3 The County and the City agree to comply promptly with any request for public records or documents made in accordance with Section 119.07, Florida Statutes.

6.4 Upon a request for public records related to this Agreement, the County or the City, as the case may be, will inform promptly the other party of the request and, upon request of the other party, provide electronic copies of the responsive public records provided, at no additional cost to the County or the City, as the case may be.

SECTION 7. JURISDICTION, VENUE AND CHOICE OF LAW:

All questions pertaining to the validity and interpretations of this Agreement and the Lease Agreement attached hereto as Appendix K, shall be determined in accordance with the laws of the State of Florida. Any legal action by either party against the other concerning this Agreement or the Lease Agreement attached hereto as Appendix K, shall be filed in Brevard County, Florida, which shall be deemed proper jurisdiction and venue for the action, and any trial shall be nonjury.

SECTION 8. ATTORNEY'S FEES AND COSTS:

In the event of any litigation between the parties arising out of this Agreement or the Lease Agreement attached hereto as Appendix K, each party will bear its own attorney's fees and costs.

SECTION 9. SEVERABILITY:

If any section, paragraph, sentence, clause, phrase, or word of this Agreement, is for any reason held by a court to be unconstitutional, inoperative, or void, such holding will not affect the remainder of this Agreement. The remainder of this Agreement shall be effective and shall remain in full force and effect, unless amended or modified by mutual consent of the parties.

SECTION 10. INDEMNIFICATION/HOLD HARMLESS:

The Parties agree to defend, hold harmless, and indemnify each other subject to the provisions of this section and within the limitations of Section 768.28, Florida Statutes, as amended from time to time. To the extent allowed by Section 768.28, Florida Statutes, all employees and agents of each Party acting within the scope of this Agreement shall be entitled to sovereign immunity. Each Party agrees to be liable for the activities of its respective trustees, officers, employees, and agents (collectively referred to as "personnel"). CITY agrees to defend, hold harmless, and indemnify COUNTY and its personnel from all claims, suits, judgments or damages, arising out of the acts or omissions of CITY, or CITY's employees or agents, subject to the sovereign immunity protections afforded to it under Florida law. COUNTY agrees to defend, hold harmless, and indemnify CITY and its personnel from all claims, suits, judgments or damages, arising out of the acts or omissions of COUNTY, or COUNTY's employees or agents, subject to the sovereign immunity protections afforded to it under Florida law. This indemnification shall not apply to loss, injury, death or damages arising by reason of the other Party's negligence, either in whole or in part, and/or its personnel. Nothing in this section shall be construed to require either Party to indemnify or insure the other Party for the other Party's negligence or to assume any liability for the other Party or the negligence of its personnel.

This section applies to any act or omission done in accordance with the terms of this Agreement regardless of which party's jurisdiction said act or omission occurs.

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. Nothing herein shall constitute a waiver of either Party's sovereign immunity. The Parties acknowledge specific consideration has been exchanged for this provision. This indemnification section shall survive the termination of this Contract.

SECTION 11. INDEPENDENT CONTRACTORS:

The County and the City are each Independent Contractors of one another. It is specifically understood and agreed to by and between the parties hereto that a material provision in this Agreement is that the relationship between the County and the City is one in which each party and its employees are independent contractors of the other party, and not as agents, employees, joint venturers, or other partners and neither are entitled to any benefits of the other party. Nothing contained herein shall be construed to be inconsistent with this relationship or status.

SECTION 12. ASSIGNMENTS:

Neither the County nor the City, its assigns or representatives, shall enter into any agreement with third parties to delegate any or all of the rights and responsibilities herein set forth without the prior written approval of the other party's governing body.

SECTION 13. ENTIRE AGREEMENT:

This Agreement, including exhibits, appendices, riders, and/or addenda, if any, attached hereto, sets forth the entire Agreement between the parties. This Agreement shall not be modified except in writing and executed by all parties, except that the fire chiefs of the County and the City are authorized to mutually agree in writing to predefined unit response assignments as set forth in Section 3.3(b).

SECTION 14. INTERPRETATION:

Both the County and the City have had the opportunity to consult with legal counsel and to participate in the drafting of this Agreement. Consequently, this Agreement shall not be more strictly or more harshly construed against either party as the drafter hereof.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates of their duly authorized signatures affixed hereto.

ATTEST:

_____
Rachel Sadoff, Clerk

(SEAL)

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: _____
Rita Pritchett, Chair
As approved by the Board on _____

Reviewed for BCFR Content:

_____
Scott M. Jurgensen, Deputy Fire Chief

Reviewed for Legal Form and Content:

_____
Melissa Powers, Assistant County Attorney

ATTEST:

_____
Carrie Shealy, City Clerk

(SEAL)

CITY OF COCOA, FLORIDA

By: _____
Michael C. Blake, Mayor

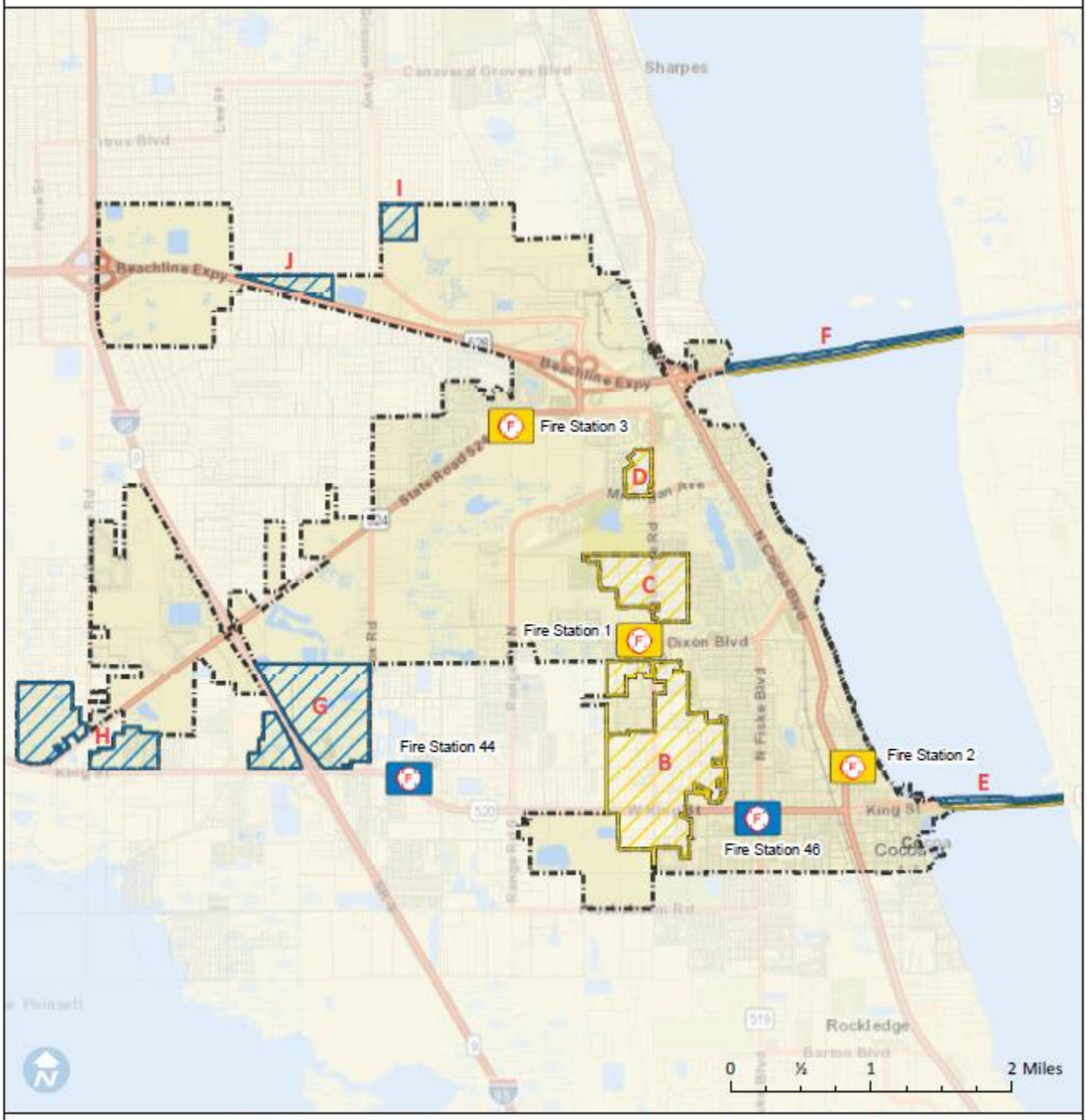
Reviewed for Cocoa Fire-Rescue Content:

_____
Jonathan Lamm, Fire Chief

Reviewed for Legal Form and Content:

_____
Anthony A. Garganese, City Attorney

ADDENDUM A



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE

Proposed Auto-Aid Areas
- Cocoa Fire
- BCFR

Fire Station Locations
- Cocoa Fire
- Brevard County Fire Rescue

City Limits

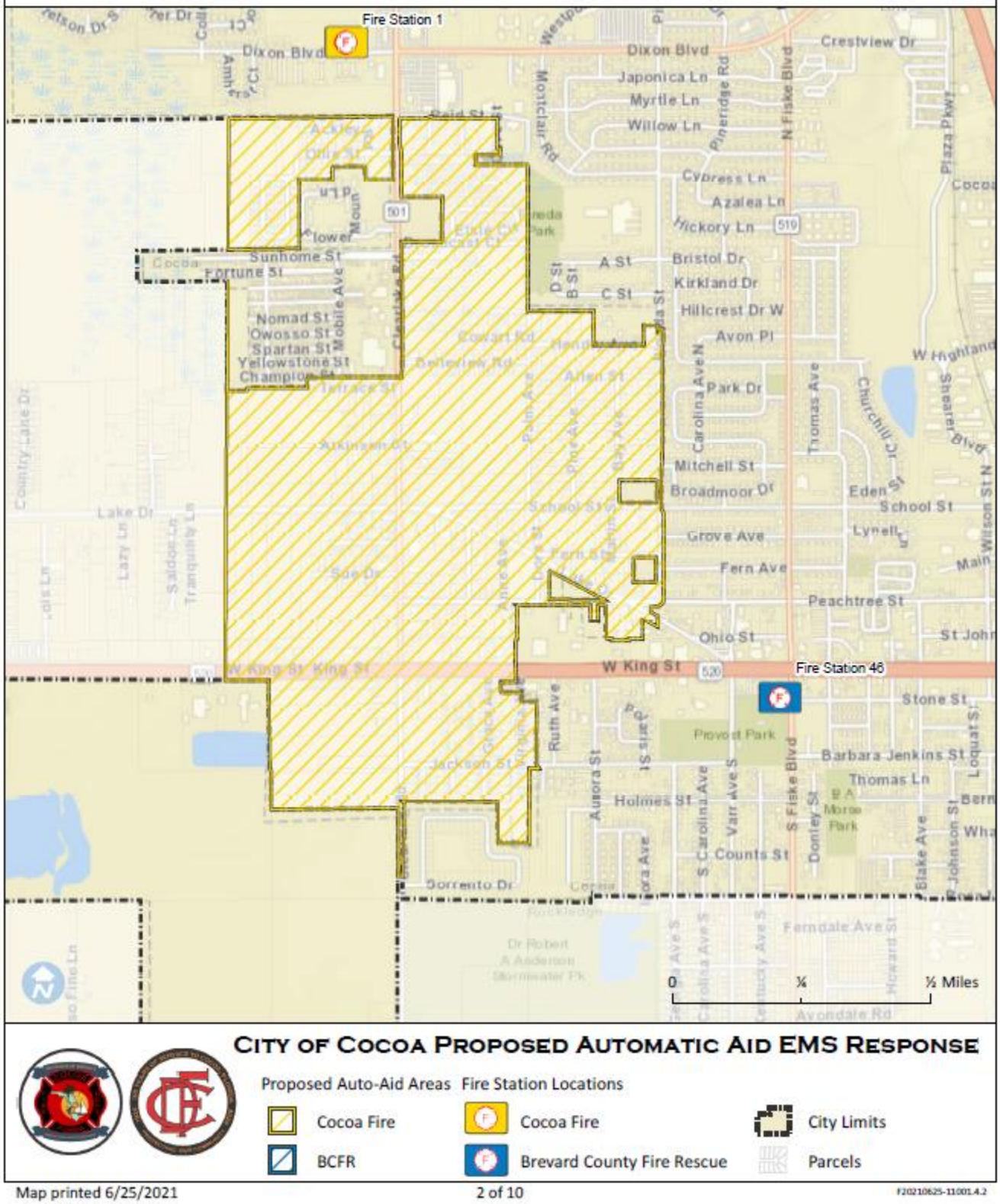
Parcels

Map printed 6/25/2021

1 of 10

F20210625-11001.4.1

ADDENDUM B



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE

Proposed Auto-Aid Areas

- Cocoa Fire
- BCFR

Fire Station Locations

- Cocoa Fire
- Brevard County Fire Rescue

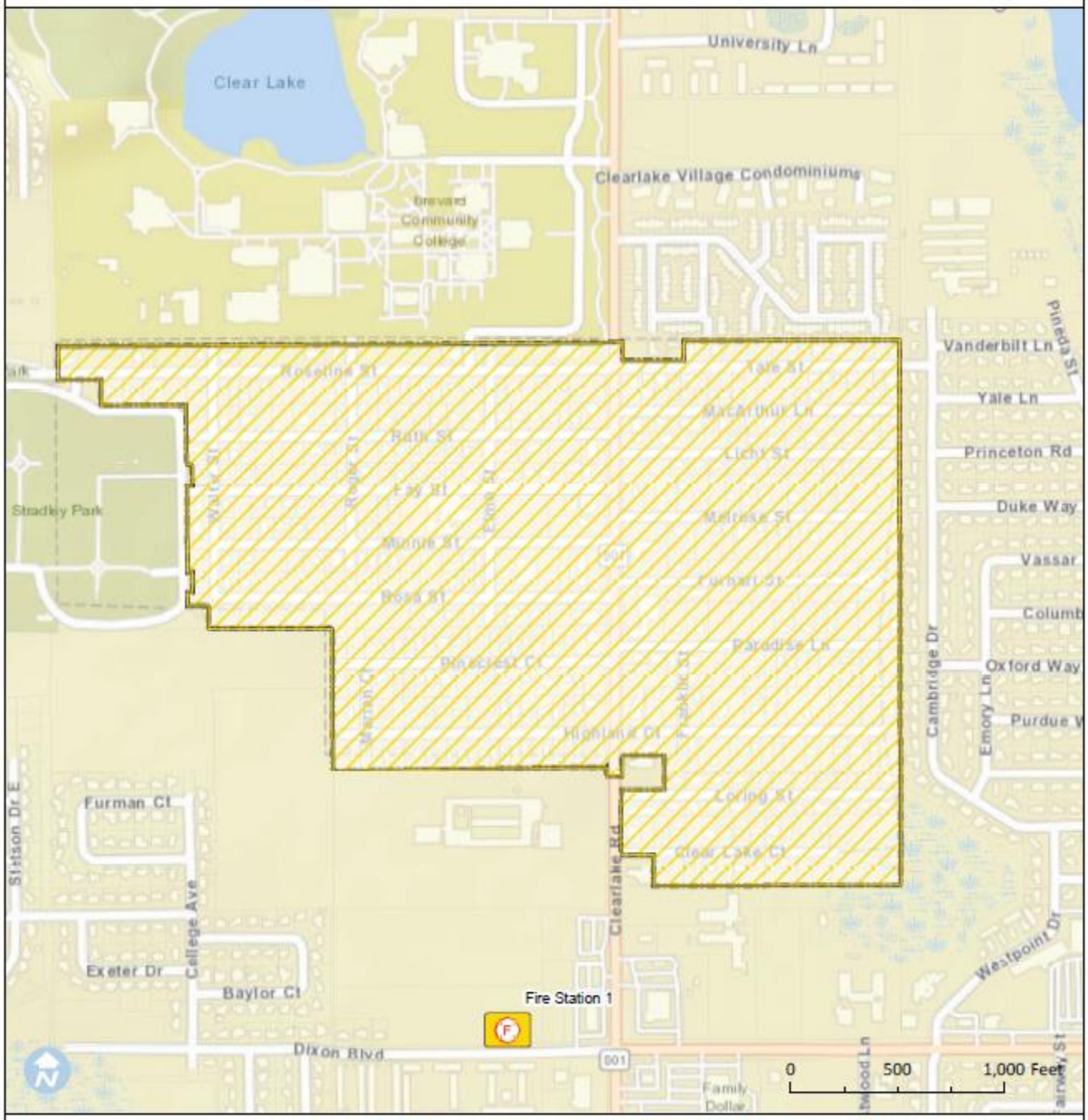
- City Limits
- Parcels

Map printed 6/25/2021

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F20210625-11001.4.2

ADDENDUM C



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE

Proposed Auto-Aid Areas
- Cocoa Fire
- BCFR

Fire Station Locations
- Cocoa Fire
- Brevard County Fire Rescue

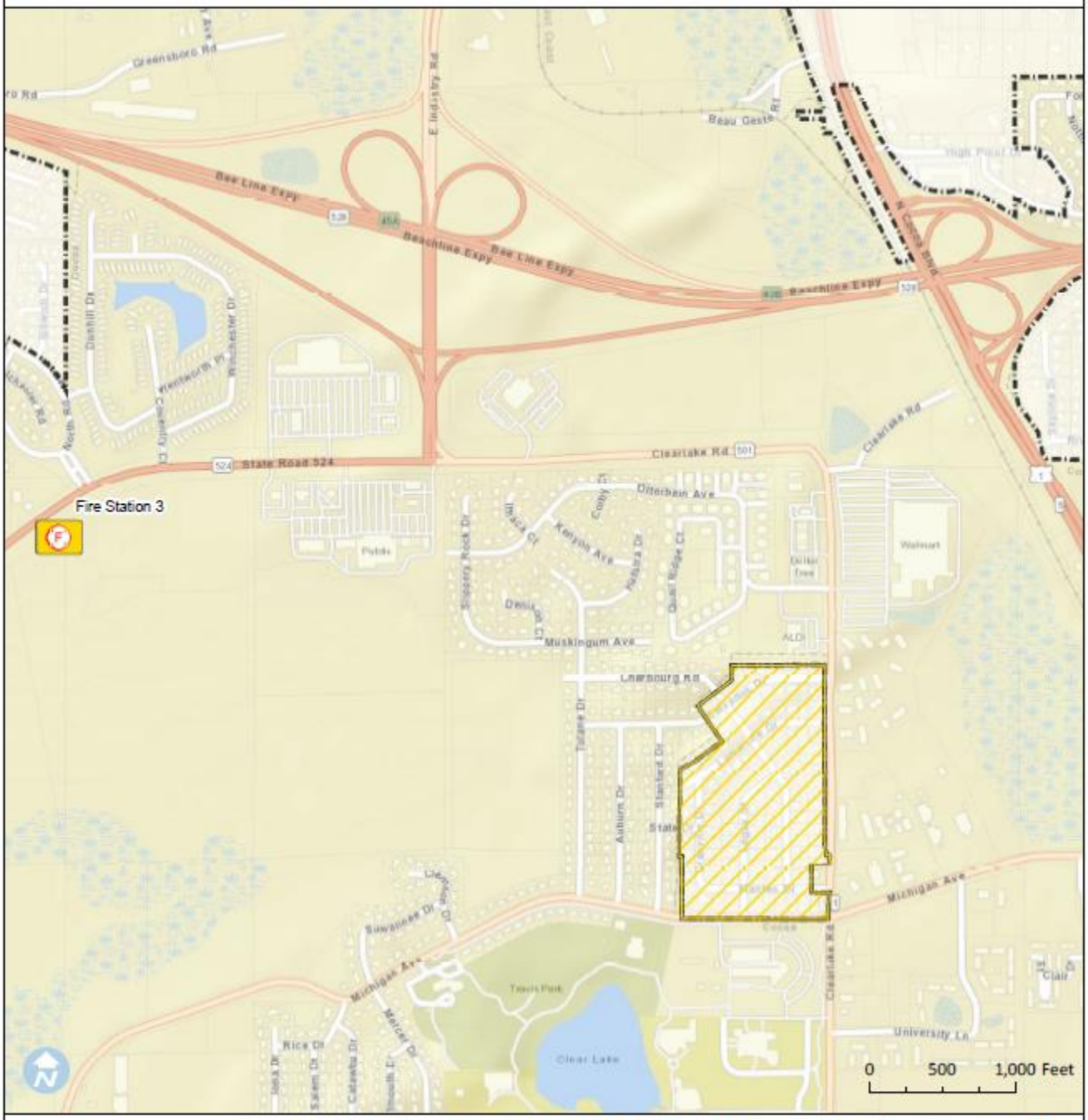
- City Limits
- Parcels

Map printed 6/25/2021

3 of 8

F20210625-11001.4.3

ADDENDUM D



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE

Proposed Auto-Aid Areas
- Cocoa Fire
- BCFR

Fire Station Locations
- Cocoa Fire
- Brevard County Fire Rescue

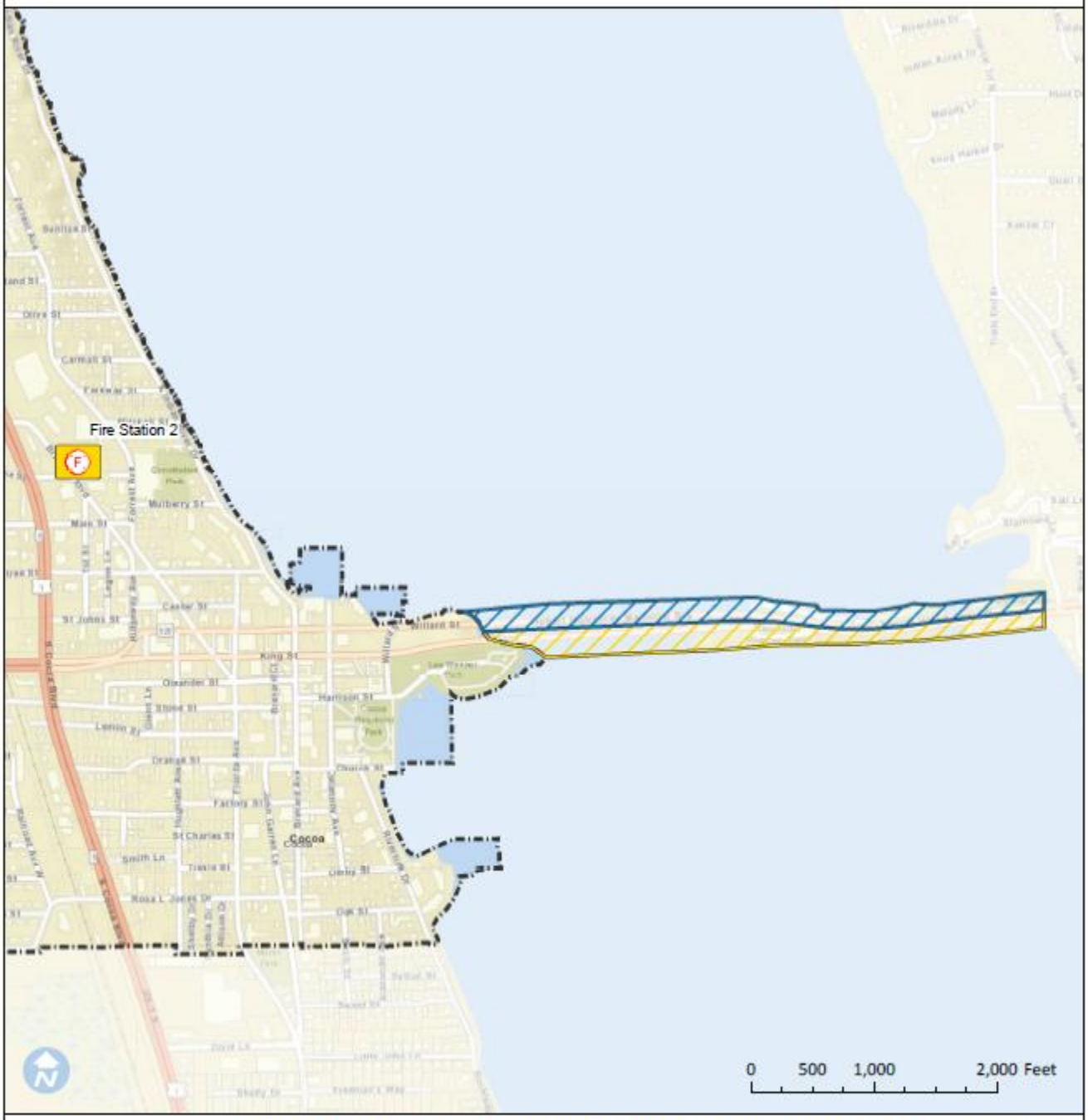
City Limits
Parcels

Map printed 6/25/2021

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F20210625-11001.4.4

ADDENDUM E



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE

Proposed Auto-Aid Areas
- Cocoa Fire
- BCFR

Fire Station Locations
- Cocoa Fire
- Brevard County Fire Rescue

City Limits

Parcels

Map printed 6/25/2021

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F20210625-11001.4.5

ADDENDUM F



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE

Proposed Auto-Aid Areas
- Cocoa Fire
- BCFR

Fire Station Locations
- Cocoa Fire
- Brevard County Fire Rescue

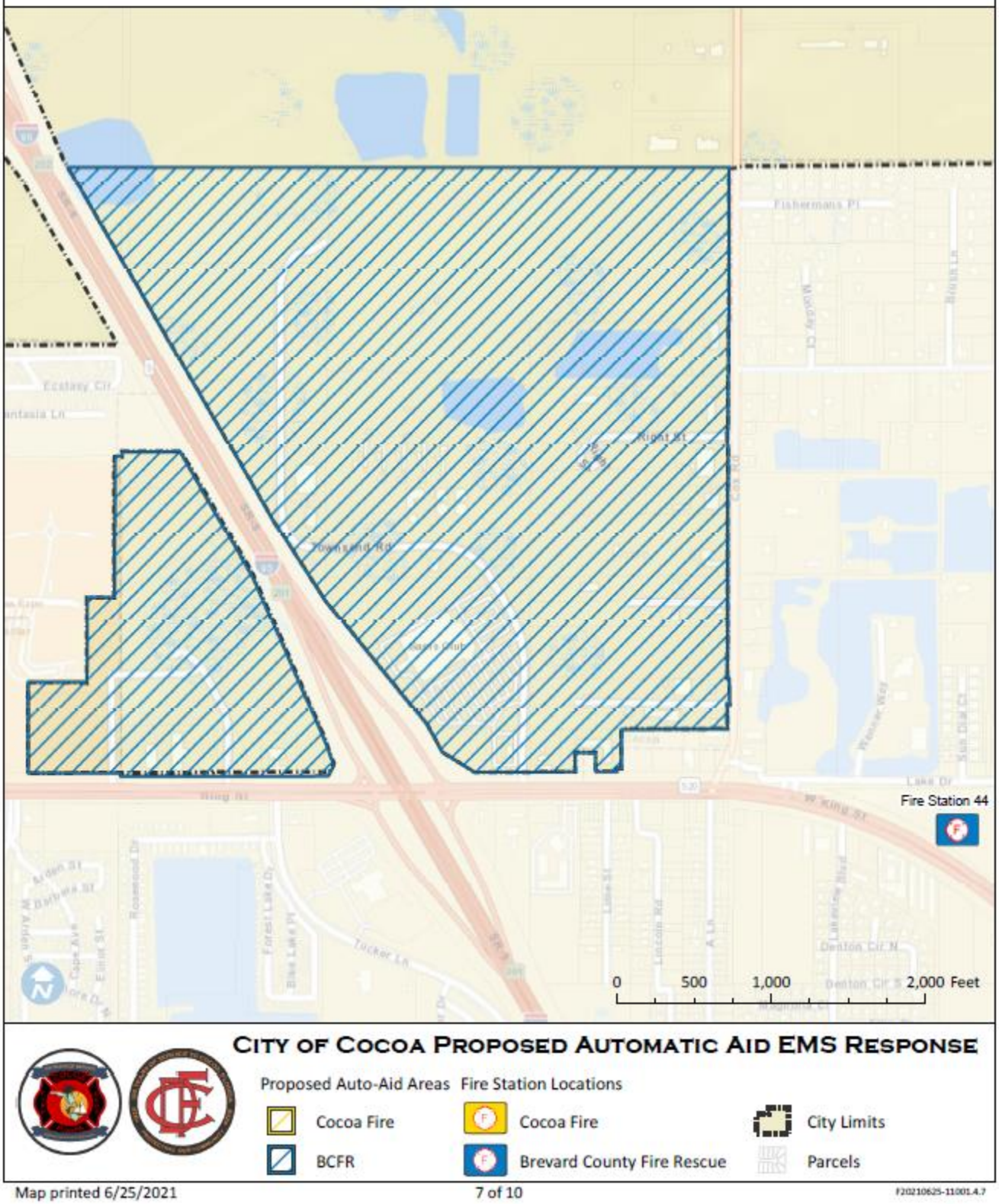
- City Limits
- Parcels

Map printed 6/25/2021

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F20210625-11001.4.6

ADDENDUM G



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE

Proposed Auto-Aid Areas
- Cocoa Fire
- BCFR

Fire Station Locations
- Cocoa Fire
- Brevard County Fire Rescue

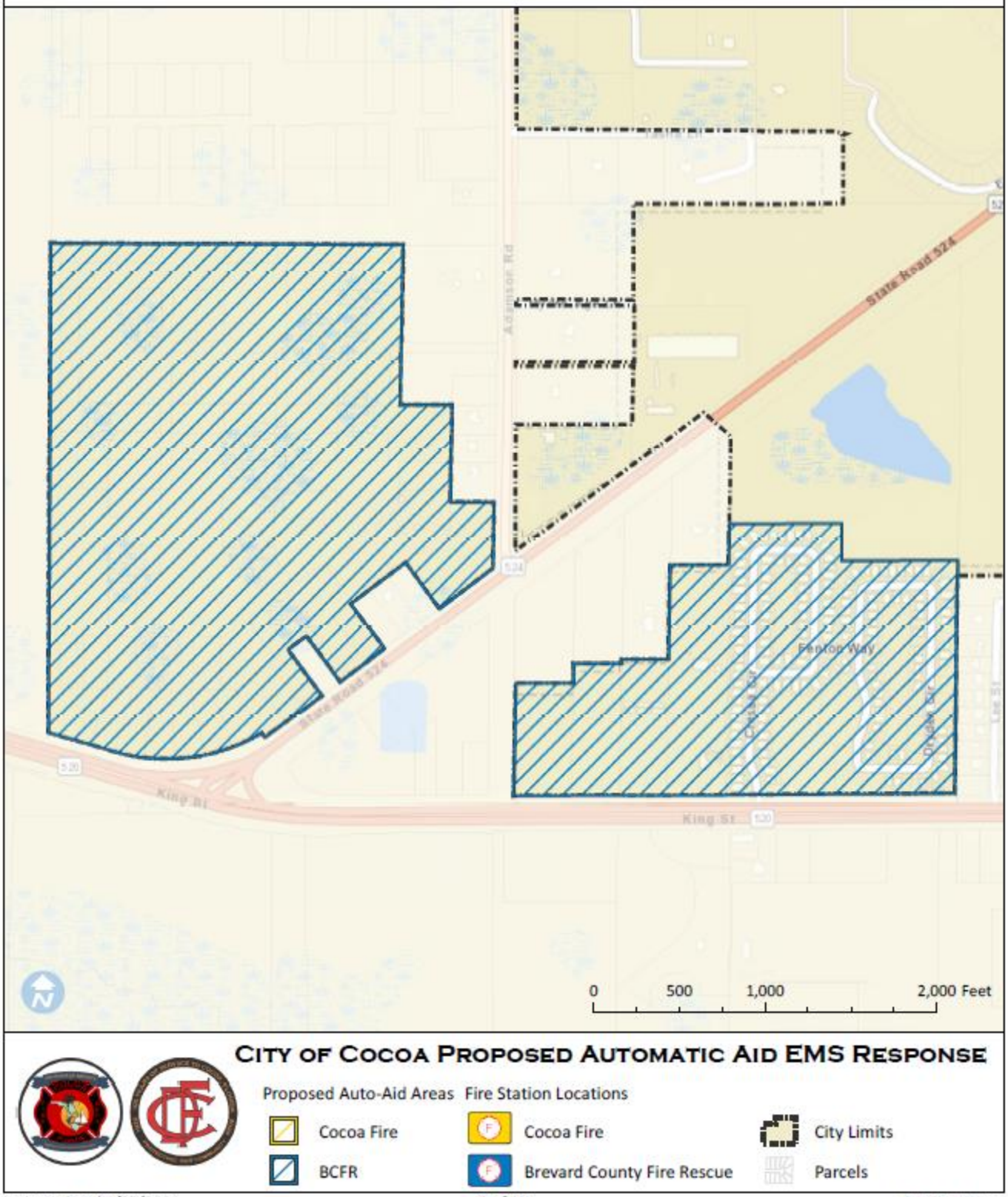
- City Limits
- Parcels

Map printed 6/25/2021

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F20210625-11001.4.7

ADDENDUM H



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE

Proposed Auto-Aid Areas
- Cocoa Fire
- BCFR

Fire Station Locations
- Cocoa Fire
- Brevard County Fire Rescue

City Limits

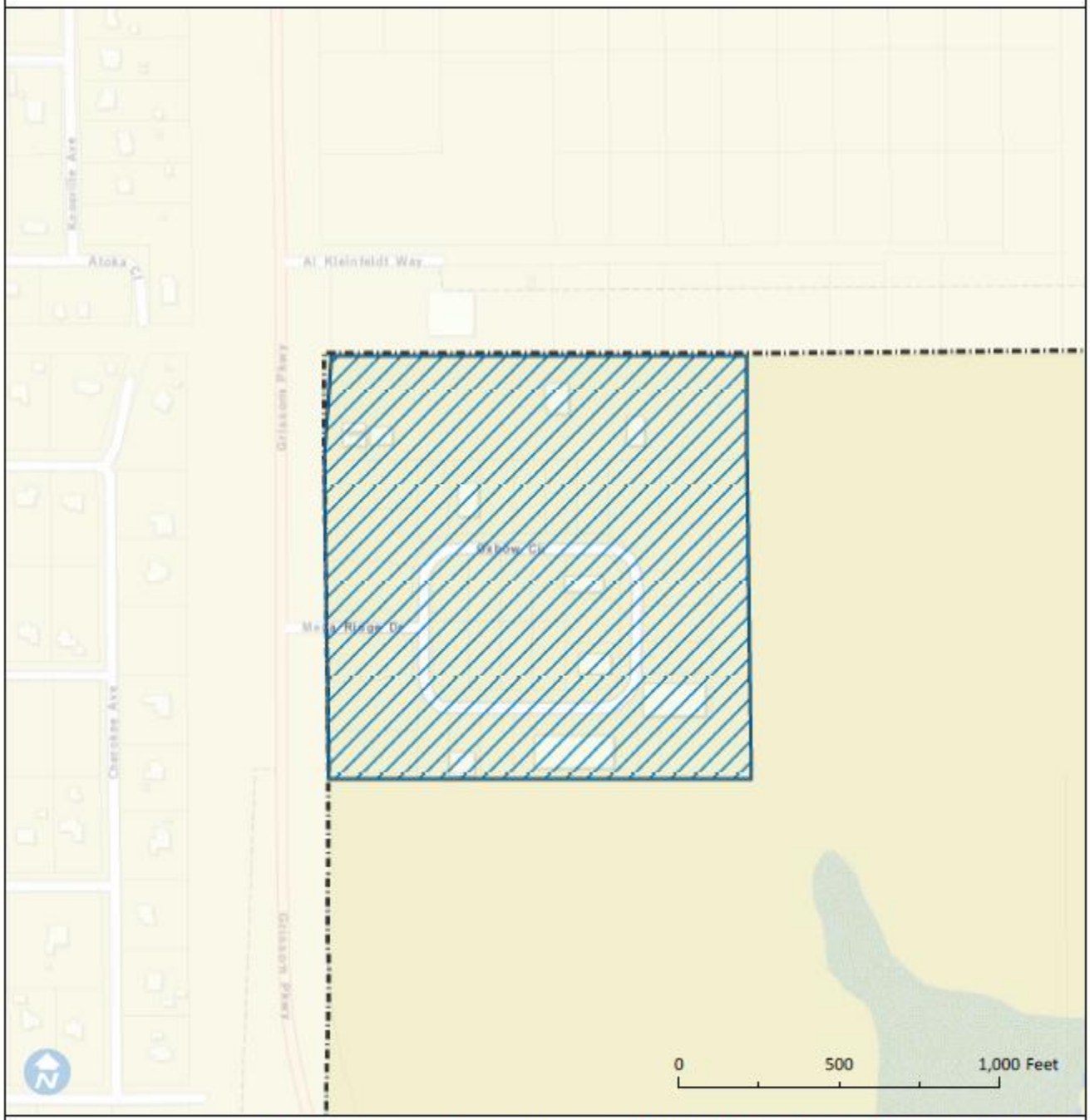
Parcels

Map printed 6/25/2021

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F20210625-11001.4.8

ADDENDUM I



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE

Proposed Auto-Aid Areas
- Cocoa Fire
- BCFR

Fire Station Locations
- Cocoa Fire
- Brevard County Fire Rescue

City Limits

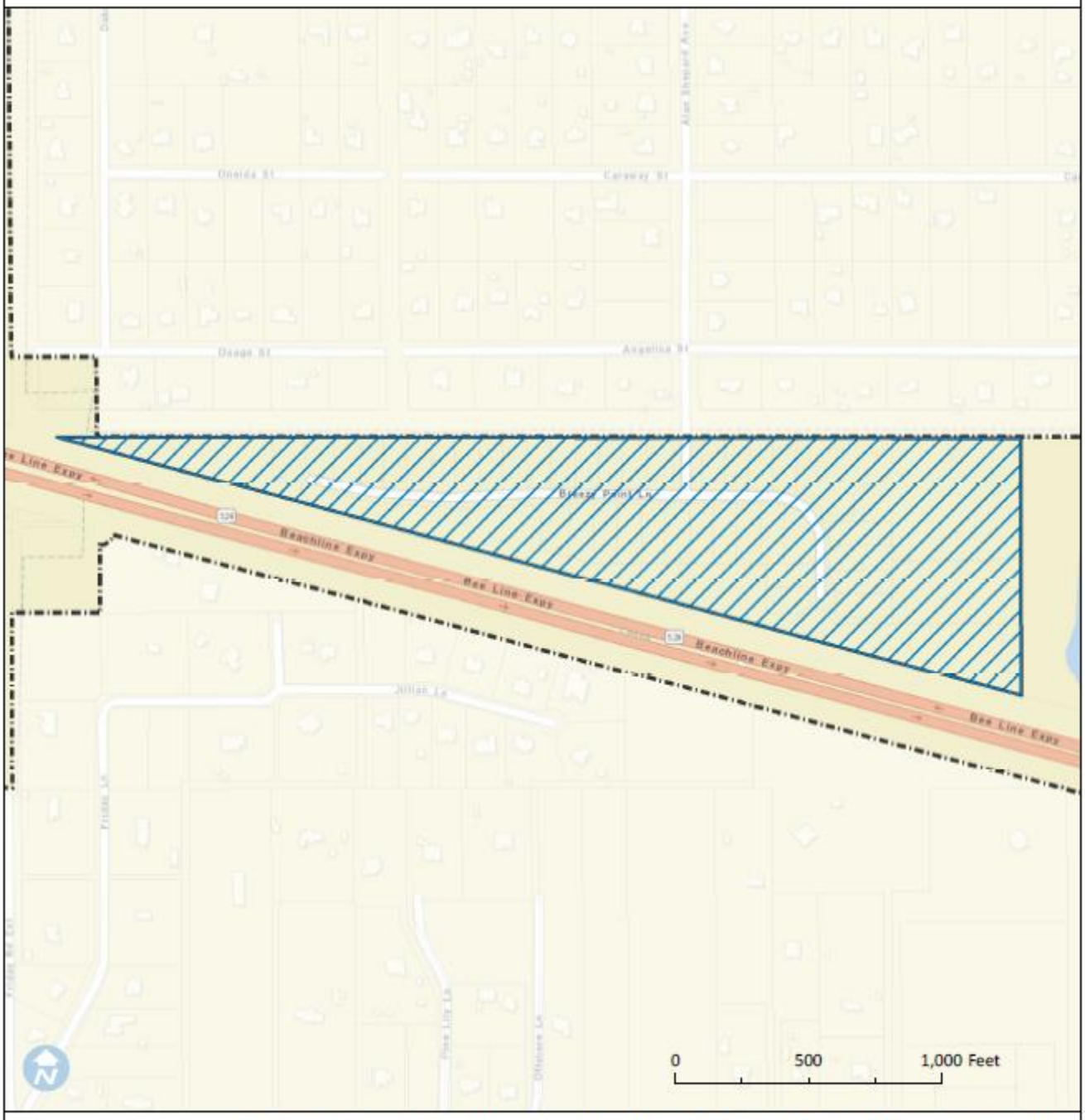
Parcels

Map printed 6/25/2021

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ADDENDUM J



CITY OF COCOA PROPOSED AUTOMATIC AID EMS RESPONSE

Proposed Auto-Aid Areas
- Cocoa Fire
- BCFR

Fire Station Locations
- Cocoa Fire
- Brevard County Fire Rescue

City Limits

Parcels

Map printed 6/25/2021

10 of 10

F20210625-11001.4.10

ADDENDUM K

SHORT FORM LEASE AGREEMENT
COCOA FIRE STATION #2

This Agreement is made this 19 day of Sept., 2017 to be effective for the term stated herein, by and between the **CITY OF COCOA**, the Lessor, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY" and **BREVARD COUNTY**, the Lessee, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH

WHEREAS, the CITY and COUNTY have entered into a separate INTERLOCAL AGREEMENT, dated _____, for purposes of allowing the COUNTY to provide and operate primarily EMS/ALS Services and secondarily (if necessary) fire protection services from the Fire Station #2 Property located within the jurisdictional limits of the city of Cocoa and legally described below ("Interlocal Agreement"), and,

WHEREAS, in furtherance of the Interlocal Agreement, the CITY has agreed to lease the CITY owned Fire Station #2 Property to the COUNTY,

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the CITY and the COUNTY agree as follows:

1. **LEASED PREMISES**

Legal Description: [INSERT LEGAL DESCRIPTION AND/OR MAP OF PROPERTY]

Physical Address: 113 South Fiske Blvd., Cocoa, Florida (inclusive of fire station building and rear paved parking area)

(Hereinafter referred to as Fire Station #2 Property)

2. **TERM**

The Agreement shall run concurrently with the Interlocal Automatic Aid Agreement between the CITY and COUNTY providing for the COUNTY to provide and operate primarily EMS/ALS Services and secondarily (if necessary) fire protection services from the Fire Station #2 Property with the following terms:

The Agreement shall be for five (5) years from the date of execution by the County and filing with the Clerk of the Circuit Court in and for Brevard County, Florida. This Agreement shall automatically renew for additional one (1) year terms unless terminated as described in ***Section 2. Termination/Revision of Agreement*** of the Interlocal Automatic Aid Agreement.

3. **RENTAL**

The COUNTY shall pay the CITY the sum of one dollar and no cents ($1.00) annually.

4. **REPAIRS AND MAINTENANCE**

The COUNTY agrees to maintain, at its expense, during the term of this Agreement the Fire Station #2 Property in a clean condition, free from debris, normal wear and tear excepted. In addition, the COUNTY will provide maintenance services for the grounds and structural portion of the buildings, at its expense, including, but not limited to such items as perimeter roll-up doors, electrical system, underground storage tanks, HVAC, fire alarm/sprinkler system testing and inspection pest control, emergency generator power, roof repairs, doors, windows, walls and plumbing. The COUNTY shall also maintain, at its expense, all other portions of the building including daily cleaning, carpet, appliances, interior wall coverings, exterior doors, all furniture and fixtures and other such building items.

5. **STRUCTURAL CHANGES OR MODIFICATIONS BY COUNTY**

Any proposed changes, modifications, or capital improvements to the Fire Station #2 Property and buildings thereon by the COUNTY shall first be submitted to the CITY for review and approval. All changes, modifications, or capital improvements shall be at the COUNTY'S expense and must be permitted and constructed under all requirements of the CITY'S building codes.

6. **UTILITIES**

The COUNTY agrees to pay all including, but not be limited to, electric, water, cable, sewer, and solid waste removal through the term of this Agreement.

7. **LIABILITY**

The COUNTY assumes all liability for any and all losses and claims for damages as the result of its operations at the Fire Station #2 Property. The COUNTY agrees to defend, indemnify and hold the CITY harmless for all such losses and claims for damages as permitted by Florida Statute 768.28. Further, should the COUNTY purchase commercial insurance to finance such losses, the CITY shall be listed as an additional insured and it shall be understood that any such insurance shall be primary over any existing CITY insurance for losses and claims for damages arising out of the acts and operations of the COUNTY. If the COUNTY relies on Fire Legal Liability afforded by a Comprehensive General Liability insurance policy to provide said coverage, the sub-limit must be increased by endorsement to adequately insure the replacement cost value of the Fire Station #2 leased facility. Nothing herein is intended to waive or limit the COUNTY's or CITY's right to sovereign immunity under Section 768.28, Florida Statutes or any other applicable provision of law.

8. **CONTINUED USE**

The COUNTY agrees it will not close, vacate, relocate or change the use of the Fire Station #2 Property unless permitted by the Interlocal Agreement. If the COUNTY closes, vacates, relocates or changes the use of Fire Station #2 Property without prior written approval of the CITY, then possession of the station so closed, vacated, relocated or changed shall revert to the CITY.

9. **NOTICES**

All notices required hereunder shall be by first class mail, except that any Notice of Termination shall be mailed return receipt requested. Any notice hereunder shall be addressed to the party intended to receive same at the following addresses:

For the CITY:
City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8660

For the COUNTY:
County Manager
Brevard County
2725 Judge Fran Jamieson Way
Viera, Florida 32940
(321) 633-2001

10. **INTERLOCAL AGREEMENT**

The terms and conditions set forth in the Interlocal Agreement are hereby fully incorporated herein by this reference.

11. **MISCELLANEOUS.**

This lease shall be governed by Florida law. Venue for any dispute shall be Brevard County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused their respective representatives to execute this instrument on their behalf, at the time set forth below.

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

CURT SMITH, CHAIRMAN

ATTEST:

Scott Ellis, Clerk of the Circuit and County Courts

Approved as to Form and legal sufficiency:

Becky Behl-Hill, Assistant County Attorney

CITY OF COCOA, Florida

Henry U. Parrish, III, Mayor

ATTEST:

Carie Shealy, City Clerk

Approved as to Form and legal sufficiency:

Anthony A. Garganese, City Attorney

Legislation Details (With Text)

File #:	21-651	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/24/2021			**In control:**	City Council
On agenda:	10/12/2021			**Final action:**	
Title:	Approve the renewal of the co-operative purchasing agreement with Granite Inliner (formally Layne In-Liner LLC) in the amount of $146,070, plus a contingency of $3,930 for a total of $150,000 for FY22, using Polk County Bid 20-577 approved June 30, 2020 through May 31, 2023 to reline various sized pipes and Authorize the City Manager to sign the contract(s), renewal(s) and Purchase Orders for each subsequent fiscal year pending the approval of that year's budget. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Polk County PO.pdf Polk County Bid 20-577 Granite Inliner submittal.pdf Granite INliner COI 10-1-22.pdf RE Request Permission to Piggyback (B-20-577 Granite Inliner).msg Piggyback Agreement Approval by Council October 27, 2020 Page 2.pdf Contingency Resolution for CIPP.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 24, 2021
Agenda Date: October 12, 2021
Prepared By: Abigail Morgan, P.E., Public Works Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve the renewal of the co-operative purchasing agreement with Granite Inliner (formally Layne In -Liner LLC) in the amount of $146,070, plus a contingency of $3,930 for a total of $150,000 for FY22, using Polk County Bid 20-577 approved June 30, 2020 through May 31, 2023 to reline various sized pipes and Authorize the City Manager to sign the contract(s), renewal(s) and Purchase Orders for each subsequent fiscal year pending the approval of that year's budget.

BACKGROUND:

The City's drainage system is comprised of inlets, curbs, concrete and metal pipes, as well as open swales and ditches. Due to material interactions and soil conditions, over time metal pipe corrodes to the point that the pipe allows soil to enter the pipe, impeding stormwater flows. This can cause potential flooding and create subsidence issues.

The Cured-In-Place Pipe Lining process is a technique that involves installing a resin liner into the

pipe, filling it with hot water that expands the liner and molds it to the inside of the pipe and cures it. This technique allows the pipe to be repaired without excavation for replacement, thus minimizing disruptions to residents and traffic.

This co-operative purchasing agreement was approved by City Council last year on October 27, 2020 and this agenda is addressing the two one-year renewals and the purchase.

STRATEGIC PLAN CONNECTION:

Objective 6.1.2: Maintenance and Operation of Public Stormwater Facilities. The City shall ensure that all stormwater management systems under the City's authority receive the proper levels of operation and maintenance necessary for the effective accomplishment of their intended water management functions.

BUDGETARY IMPACT:

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

Cured-In-Place Pipe Lining

Amount Requested	$146,070.00
Account Number	423-3570-538.63-00_
Account Name	Infrastructure

Contingency

Amount Requested	$3,930.00
Account Number	423-3570-538.63-00_
Account Name	Infrastructure

PREVIOUS ACTION:

City Council has approved Cured-In-Place Pipe Lining in previous years.

RECOMMENDED MOTION:

Approve the renewal of the co-operative purchasing agreement with Granite Inliner (formally Layne In -Liner LLC) in the amount of $146,070, plus a contingency of $3,930 for a total of $150,000 for FY22, using Polk County Bid 20-577 approved June 30, 2020 through May 31, 2023 to reline various sized pipes and Authorize the City Manager to sign the contract(s), renewal(s) and Purchase Orders for each subsequent fiscal year pending the approval of that year’s budget.

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street, Room 150
PO Box 9005 • Drawer AS05
Bartow, Florida 33831-9005

PHONE: 863-534-6757
FAX: 863-534-6789
www.polk-county.net

POLK COUNTY

PROCUREMENT DIVISION

June 3, 2020

VIA EMAIL ONLY: ***TOMMY.ROBERTSON@GCINC.COM***

Mr. Tommy Roberston
Granite Inliner, LLC
2531 Jewett Lane
Sanford, FL 32771

Subject: Bid #20-577, CIPP Installation

Dear Mr. Roberston:

You are now authorized to begin work, effective June 3, 2020 through May 31, 2021. This contract will automatically renew for two (2), one (1) years terms unless terminated. Please contact Doug Gable, Roads and Drainage Division, at (863) 535-2285 for further instructions.

If your insurance expires during the contract period, a renewal certificate must be submitted. If your insurance for this contract lapses while the work is in progress stop work immediately. Further work on the project is prohibited until an insurance certificate is submitted and written authorization is received from the County.

Sincerely,

Ken Brush

Ken Brush
Senior Procurement Analyst

/kb

Jay Jarvis, Roads and Drainage Division
Joe Montoya, Roads and Drainage Division
Doug Gable, Roads and Drainage Division
Brenda Dorris, Finance and Accounting

Bid file #20-577

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.

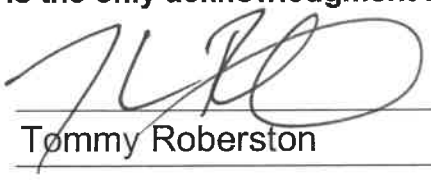
Signature	
Printed Name:	Tommy Robertson
Title:	Area Manager
Company:	Granite Inliner, LLC.

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.

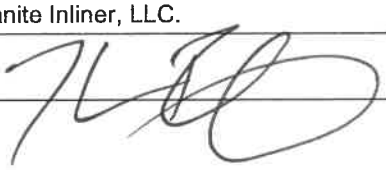
Insurance
(Submittal Page)

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 or ☐ 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) 09/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 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 : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 63405577 **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	10/01/20	10/01/23	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	10/01/20	10/01/23	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	N/A	X	WC274978630 (CA)	10/01/21	10/01/22	X PER STATUTE / OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N		X	WC274978658 (NY)	10/01/21	10/01/22	E.L. EACH ACCIDENT	$ 2,000,000
A	(Mandatory in NH)		X	WC274978644 (AOS/StopGap)	10/01/21	10/01/22	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC274978661 (MT,WI,HI)	10/01/21	10/01/22	E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GL Per ISO Form CG 0001 10/01; AL Per ISO Form CA0001 10/13

CERTIFICATE HOLDER

CITY OF COCOA

65 STONE STREET

COCOA, FL 32926 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
09/30/2021

NAME OF INSURED: Granite Inliner, LLC

The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract.

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	10/01/20

POLICY NUMBER: GL2074978689
EFFECTIVE: 10/01/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – NOTICE OF CANCELLATION OR MATERIAL COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1. Name: Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

2. Address: Per Certificates of Insurance on file with the broker.

3. Number of days advance notice:

For non-payment of premium, the greater of:
- the number of days required by state statute or
- the number of days required by written contract

For any other reason, the lesser of:
- 60 days or
- the number of days required in a written contract

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: 10/01/2020

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.

 Copyright, Insurance Services Office, Inc., 2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Notice of Cancellation or Material Change – Designated Person or Organization

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1. Name: Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

2. Address: Per Certificates of Insurance on file with the broker.

3. Number of days advance notice:

   For non-payment of premium, the greater of:
   - the number of days required by state statute or
   - the number of days required by written contract

   For any other reason, the lesser of:
   - 60 days or
   - the number of days required in a written contract

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.
19	BUA 2074978692

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 Company	**10/01/2020**

CNA

Countersigned by _____
Authorized Representative

EA/M19BB18

G-39543A

CNA

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice:

   For non-payment of premium, the greater of:
   - the number of days required by state statute or
   - the number of days required by written contract

   For any other reason, the lesser of:
   - 60 days or
   - the number of days required in a written contract

2. Notice will be mailed to:

   Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

   Address: Per Certificates of Insurance on file with the broker

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 10-1-21

Policy No. WC274978630 Valley Forge Insurance Company
WC274978644 Valley Forge Insurance Company
WC274978658 Transportation Insurance Company
WC274978661 Transportation Insurance Company

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

WHERE REQUIRED BY AN EXECUTED WRITTEN CONTRACT IN ALL STATES WHERE APPLICABLE.

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 - Refer to the Schedule of Operations
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.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

This endorsement changes the policy to which it is attached 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 10/01/2021 Policy No. WC274978644 Valley Forge Insurance Co.
WC274978658 Transportation Insurance Co.
WC274978661 Transportation Insurance Co.
WC274978630 Valley Forge Insurance Co.
Endorsement No. 000

Insured Granite Construction Incorporated

Premium $

Countersigned by _____

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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)

   - **Approved. Task Order to be executed and distributed as necessary.**

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)

   - **Approved.**

~~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)~~

   - **This item was moved to City Business VIII.6.**

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)

   - **Approved. Resolutions and Budget Amendment to be executed and distributed as necessary.**

RESOLUTION NO. 2021-095

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 1,096 LINEAR FEET OF STORMWATER PIPE IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF $3,930 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 1,096 linear feet of the stormwater pipe project provided the total amount of approved change orders and any additional service contracts do not cause the total construction budget to exceed $150,000 budgeted by the City Council for the Project inclusive of the $3,930 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 12th day of October, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	21-656	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/27/2021			**In control:**	City Council
On agenda:	10/12/2021			**Final action:**	
Title:	Approve entering into a multi-year piggyback agreement for an initial 3-year term with two 1-year renewals, with Frontline Fire Protection Systems, LLC dba ATP Fire, utilizing Brevard County Contract B# 7-21-86 for on-demand fire extinguisher services. Authorize the City Manager to sign the contract (s) and renewal(s) for each subsequent fiscal year. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Brevard County Fire Extinguisher Bid B-7-21-86.pdf PARTICALLY EXECUTED Standard Form for Piggyback Contract No. B 7-21-86 .pdf SIGNED E-Verify Contractor Affidavit.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 27, 2021
Agenda Date: October 12, 2021
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve entering into a multi-year piggyback agreement for an initial 3-year term with two 1-year renewals, with Frontline Fire Protection Systems, LLC dba ATP Fire, utilizing Brevard County Contract B# 7-21-86 for on-demand fire extinguisher services. Authorize the City Manager to sign the contract(s) and renewal(s) for each subsequent fiscal year.

BACKGROUND:

The Public Works Facilities Division is tasked with managing the City's fire extinguisher inventory annually. This service includes inspection, repair and replacement as needed. Fire Extinguishers at City Facilities provide a critical life-saving function during emergencies.

This contract has an initial term ending on September 19, 2024. There are two each one year renewals.

STRATEGIC PLAN CONNECTION:

City of Cocoa Facilities provide essential Government services to the Citizens of Cocoa.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	No

Amount Requested	$10,000
Account Number	_001-3560-519.34-00
Account Name	_Facilities - Professional Services

PREVIOUS ACTION:

N/A. This is a new piggyback for Fire Extinguisher Services.

RECOMMENDED MOTION:

Approve entering into a multi-year piggyback agreement for an initial 3-year term with two 1-year renewals, with Frontline Fire Protection Systems, LLC dba ATP Fire, utilizing Brevard County Contract B# 7-21-86 for on-demand fire extinguisher services. Authorize the City Manager to sign the contract(s) and renewal(s) for each subsequent fiscal year.

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Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD
August 18, 2021
B#7-21-86/Fire Extinguisher Services

PROCUREMENT ANALYST: Stephanie Reynolds

VENDOR	VENDOR CITY AND STATE	MEETS MINIMUM REQUIREMENTS	ITEMS AWARDED	AWARD AMOUNT
Frontline Fire Protection, LLC dba ATP Fire	**Melbourne, FL**	**Yes**	**All**	**Sections A, B, and C Percentage Discount for Retail Price on Equipment Not Listed: 5% See Bid Tabulation**
McConkey Fire Extinguisher, Inc.	Melbourne, FL	Yes	None	

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA): _____
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Steven A. Darling Jr., Central Services Director

☐ Award to overall lowest, responsive bidder, minimum three responses received.
☐ Award to other than low, with low bid being non-responsive.
☒ Award to low bid, less than three responses received.

AWARDED BY A COMMITTEE CONSISTING OF: Mary Bowers, Facility Services Department; Stephanie Reynolds, Purchasing Services Department; Summer Wyllie, Purchasing Services Department

FOR PURCHASING USE ONLY:

☐ ONE-TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE: September 20, 2021 ENDING DATE: September 19, 2024
RENEWAL OPTION ☐ One year ☒ Other Two one 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

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

☒ Please provide certificate of insurance.
☐ Please provide performance and payment bonds as required.
☒ OTHER: W9 on Oct 2018 Form

SW

Brevard COUNTY
Purchasing Services

BID TABULATION SHEET: AWARD RECOMMENDATION

Bid Title: Fire Extinguisher Services
Bid No: B-7-21-86

OPENING DATE & TIME: August 3, 2021 @ 1:30pm
POSTING DATE: August 5, 2021 THROUGH: August 13, 2021 @ 5:00pm **POSTED BY: Stephanie Reynolds**

VENDOR	VENDOR CITY/STATE	BID PRICE
Frontline Fire Protection Systems, LLC dba ATP Fire	**Melbourne, FL**	**Section A: Fire Extinguisher Inspections $10,500.00 Annually** **Section B: Fire Extinguisher Replacement $3,499.00** **Section C: Vent Hood/Exhaust Systems $5,600.00 Annually** **Percentage Discount for Retail Price on Equipment Not Listed: 5%**
McConkey Fire Extinguisher, Inc.	Melbourne, FL	Section A: Fire Extinguisher Inspections $15,000.00 Annually Section B: Fire Extinguisher Replacement $3,936.00 Section C: Vent Hood/Exhaust Systems $4,200.00 Annually Percentage Discount for Retail Price on Equipment Not Listed: 0%

Intended Award: Frontline Fire Protection dba ATP all items.

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.

Approval initials

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
Stephanie Reynolds Ext. 5-9336
stephanie.reynolds@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 Onvia DemandStar® website and VendorLink

RELEASE DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE AND TIME:
July 1, 2021	Fire Extinguisher Services	B-7-21-86	July 23, 2021 @ 2:00pm

PRE-BID DATE, TIME, AND LOCATION:
N/A

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:
Frontline Fire Protection Systems, LLC.
dba ATP Fire
215 West Drive
Melbourne, Florida 32904
TELEPHONE NUMBER/TOLL-FREE NUMBER:
(844) 287 - 3473

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
45-3231787

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 Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor 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 Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)
Matthew Cronin
NAME (*PRINTED*)
President 8/1/2021
TITLE DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 1st day of August 2021.
Personally known: ☒
Or produced identification: ☐ Type of ID: _____

_____ FL
SIGNATURE OF NOTARY PUBLIC STATE

Stacy Greer
NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires: 10/5/24

(AFFIX NOTARIAL SEAL)
STACY GREER
MY COMMISSION EXPIRES OCTOBER 5, 2024
#HH 007196
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

BOND DATA

CONTRACTOR 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 CONTRACTORS MUST SUBMIT A W-9 FORM.

B-6-15-84
PRICE SHEET

Bid pricing shall be an all-inclusive service based on a total cost per unit to perform all work as per the Scope of Service including repair parts. Repairs include replacement of "like" unit/equipment.

Section A: Fire Extinguisher Inspections		
Contractor's bid shall be all-inclusive & based on a total cost to perform fire extinguisher inspections for approximately three thousand (3,000) fire extinguishers.		
Cost	QTY	Total Annual
3.5	3,000	10,500
Price to include necessary tagging		Cost x 3,000

Section B: Fire Extinguisher Replacements		
Replacement, including delivery; labor to install, initial servicing needed for unit to be in compliance with all codes and ready to operate.		
TYPE	**SIZE(LB)**	**UNIT PRICE (Whole Dollars Only)**
ABC	2.5	$31.00
ABC	5	$40.00
ABC	6	$0.00
ABC	10	$60.00
ABC	20	$108.00
FOAM	2.5 GAL	$126.00
FOAM PRESSURE	6 LITER	$91.00
CLEAN AGENT/HALOTRON	5	$174.00
CLEAN AGENT/HALOTRON	9	$174.00
CLEAN AGENT/HALOTRON	13	$0.00
CLEAN AGENT/HALOTRON	20	$530.00
CO^2	5	$126.00
CO^2	10	$179.00
CO^2	15	$222.00
CO^2	20	$262.00
D	30	$617.00
H^2O(WATER)	2.5 GAL	$114.00
K	6 LITER	$168.00
K GUARD	6 LITER	$168.00
PURPLE K	10	$75.00
PURPLE K	20	$121.00
FIRE HOSE	75'	$113.00
TOTAL		**$ 3,499.00**

Section C: Vent Hood/Exhaust Systems

Contractor's bid shall be all-inclusive & based on a total cost to perform semi-annual system inspections, cleaning, & certification of pre-engineered vent hood/exhaust systems in accordance with Scope of Services and NFPA 96 2011

Location	Description	Cooking Volume	Inspection Charge	Annual Total (Inspection Charge x2)
Brevard Co Detention Ctr Stand Alone Kitchen 860 Camp Road Sharpes, FL 32927	Ansul 4-hoods 15 nozzles	High	$800.00	$1,600.00
Brevard Co Detention Ctr Staff Dining 860 Camp Road Sharpes, FL 32927	Ansul 1-hood	Moderate	$400.00	$800.00
Rodes Park Community Ctr 3410 Flanagan Ave. W. Melbourne, FL 32904	Hood: 7.5' x 4' Exhaust Duct: 14"x14"	Low	$400.00	$800.00
South Beach Community Ctr 500 Old Florida Trail Melbourne, FL 32951	Hood: 7.5' x 4' Exhaust Duct: 14"x14"	Low	$400.00	$800.00
S Mainland Community Ctr 3700 Allen Ave Sebastian, FL 32976	Hood: 7.5' x 4' Exhaust Duct: 14"x14"	Low	$400.00	$800.00
Viera Regional Community Center 2300 Judge Fran Jamieson Way Viera, FL 32940	Hood: 7.5' x 4' Exhaust Duct: 14"x14"	Low	$400.00	$800.00
		Total Annual		**$5,600.00**

B-6-15-84
PRICE SHEET

Percentage Discount: State percentage discount from retail price on equipment and units not listed 5%

LICENSE/CERTIFICATION

State of Florida Equipment Dealer # FED 20-000006	Class A ☐	Class B ☐	Class C ☐	Class D X
State of Florida Competency Certificate				
1. Fire Extinguisher Dealer License			**Certificate #**	**FED 16-000010**
2			**Certificate #**	
Testing Facility(s) Name & Address				
1 ATP Fire - 215 West Drive, Melbourne, Florida 32904			**Classification**	**RIN - N045**
2			**Classification**	
Sub- Contractor(s) (Name & Address)				
1			**License #**	
2			**License #**	

Prompt Payment Discount:
Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment, but they shall not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time shall be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms: _____ No__

Does company accept Automated Clearing House (ACH) payments? Yes X or No ☐

Addendum Acknowledgement:
Acknowledgement is hereby made of the following addenda received since issuance of specifications.

Addendum No. 1 Date: 7/20/2021

Addendum No. 2 Date: 7/22/2021

Addendum No. 3 Date: 7/28/2021

Addendum No. _____ **Date:** _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, and requirements as stated in General Conditions, Scope of Services, and Price Sheet for bid #B-7-21-86/Fire Extinguisher Services.

VENDOR NAME: Frontline Fire Protection Systems, LLC dba ATP Fire
ADDRESS 215 West Drive, Melbourne, Florida 32904
AUTHORIZED SIGNATURE
PRINTED NAME Matthew Cronin, President **DATE:** 7/28/2021
PHONE # 321-616-3521 - MOBILE **FAX #** 321-729-6365
EMAIL: mcronin@atpalarms.com

FIRE EXTINGUISHER SERVICES
B7-21-86
CONTRACTOR'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.

- [X] Signed/Notarized Bid Invitation, including Electronic Copy on CD or USB drive
- [X] Price Sheet completed in Excel and submitted on CD or USB flash drive
- [X] Confirmation of Drug Free Workplace Form
- [X] Reference Form
- [X] Contractor Affidavit Regarding Scrutinized Company List
- [X] A sample of a monthly invoice and summary report of fire extinguisher database listing to support required computer capabilities per item #5 Sample of durable self-adhesive label.

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 Contractor, and returned as part of the bid response.

Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements

Attachment B: Excel Price Sheet

FIRE EXTINGUISHER SERVICES
B7-21-86
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever 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.

Frontline Fire Protection Systems, LLC dba ATP Fire	B-7-21-86 - Fire Extinguisher Services
Business Name	Bid Number and Name
	7/29/2021
Authorized Representative's Signature	Date
Matthew Cronin	President
Name	Position

FIRE EXTINGUISHER SERVICES
B7-21-86
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1.
Customer/Client: Melbourne International Airport
Date of Services: 15 Years - Current
Description of Services: Test & Inspection - Back flows, Fire Extinguishers, Fire Suppression, Hood & Emer. Lights
Street Address: 1 Terminal Parkway
City, State, ZIP Code: Melbourne, Florida 32901
Telephone #: 321-288-0077 Fax #: 321-729-6353
Contact Person: Don Capaldo Email: dcapaldo@mlbair.com

Ref #2.
Customer/Client: Knights Armament
Date of Services: 5 Years to Current
Description of Services: Test & Inspection - Back flows, Fire Extinguishers, Fire Suppression, Hood & Emer. Lights
Street Address: 701 Columbia Blvd.
City, State, ZIP Code: Titusville, Florida 32780
Telephone #: 321-607-9900 Fax #: N/A
Contact Person: Thomas Elsele Email: celsele@knightarmco.com

Ref #3.
Customer/Client: Titan America
Date of Services: 10 Years to Current
Description of Services: Test & Inspection - Back flows, Fire Extinguishers, Fire Suppression, Hood & Emer Lights
Street Address: 2575 Avacado Ave.
City, State, ZIP Code: Melbourne, Florida 32935
Telephone #: 321-960-8918 Fax #: N/A
Contact Person: Bradley Tucker Email: btucker@titanamerica.com

Ref #4.
Customer/Client: Kelly Ford
Date of Services: 10 Years to Current
Description of Services: Test & Inspection - Back flows, Fire Extinguishers, Fire Suppression, Hood & Emer. Lights
Street Address: 776 Magnolia Avenue
City, State, ZIP Code: Melbourne, Florida 32935
Telephone #: 321-245-4283 Fax #: N/A
Contact Person: Ivan Mendez Email: N/A

Ref #5.
Customer/Client: The Woman's Group
Date of Services: 3 Years to Current
Description of Services: Test & Inspection - Back flows, Fire Extinguishers, Fire Suppression, Hood & Emer. Lights
Street Address: 2716 W. Virginia Ave.
City, State, ZIP Code: Tampa, Florida 33607
Telephone #: 321-806-6510 Fax #: N/A
Contact Person: Dr. Jessica Burney Email: N/A

CONTRACTOR NAME: Frontline Fire Protection Systems, LLC dba ATP Fire
ADDRESS: 215 West Drive, Melbourne, Florida 32904
PRINTED SIGNATURE: Matthew Cronin - President
AUTHORIZED SIGNATURE: 
TELEPHONE #: 321-616-3521 FAX#: 321-729-6353 DATE: 7/28/2021
EMAIL: mcronin@ATPalarms.com

FIRE EXTINGUISHER SERVICES
B7-21-86
CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

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. If the Contract is for more than $1,000,000 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.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Brevard

BEFORE ME, the undersigned authority, personally appeared Matthew T. Cronin, President, who, being by me first duly sworn, made the following statement:

1. The Business address of Frontline Fire Protection Systems, LLC dba ATP Fire 215 West Drive, Melbourne, Florida 32904 (name of Contractor) is

2. My relationship to Matthew Cronin, President (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Frontline Fire Protection Systems, LLC dba ATP Fire
215 West Drive, Melbourne, Florida (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Frontline Fire Protection Systems, LLC dba ATP Fire
215 West Drive, Melbourne, Florida (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. Frontline Fire Protection Systems, LLC dba ATP Fire
215 West Drive, Melbourne, Florida (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 23rd day of July, 2021.

Notary Public

My commission expires: 10/6/2024

STACY GREER
MY COMMISSION EXPIRES OCTOBER 6, 2024
#HH 007196
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

ATP Fire

215 West Drive
Melbourne, FL 32904
(321) 729-6462

Invoice

Customer	ATP Fire
Customer Number	12345
Invoice Number	123456
Invoice Date	2/10/2021
PO Number	
PAYMENTS APPLIED THRU	2/10/2021
Job / Service Ticket #	12345

CURRENT CHARGES

	Description		Amount
ATP Fire - 215 West Drive, Melbourne, FL 32904			
12.00	Fire Extinguisher Annual Inspection	12	120.00
2.00	New Fire Extinguisher 5#abc	2	20.00
1.00	New Fire Extinguisher 10#abc	1	10.00
4.00	10# Heavy Duty Covers	4	40.00
1.00	5# Heavy Duty Covers	1	10.00
		Subtotal:	**200.00**
	Tax		14.00
	Payments/Credits Applied		0.00
		Invoice Balance Due:	**214.00**

IMPORTANT MESSAGES

Annual Fire Extinguisher Inspection
5#abc New
10#abc New
10# Heavy Duty Covers
5# Heavy Duty Covers

Please detach and return this portion with your payment to ensure proper credit.

REMITTANCE INFORMATION

Customer Number	24662
Invoice Number	261361
Invoice Date	2/10/2021
Due Date	**3/12/2021**
Invoice Balance Due	$214.00
TOTAL DUE	**$214.00**

Amount Enclosed:

ATP Fire
215 West Drive
Melbourne, FL 32904

ATP Fire
215 West Drive
Melbourne, FL 32904

SAMPLE INVOICE

ATP FIRE - Durable Self-Adhesive Label



ATP FIRE - Extinguisher Tag



Jimmy Patronis
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR

Casia Sinco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-2467

FIRE EQUIPMENT DEALER LICENSE
OFFICIAL COPY

THIS CERTIFIES THAT: ATP Fire
215 West Drive
Melbourne FL 32904

QUALIFIER: Stacy L. Greer, Jr.

Has Complied with Florida statutes and has qualified for the type and class shown here on to service, repair, install or inspect all types Pre-Engineered Fire Extinguishing Systems. Excludes any service, recharge, repair, installation or inspection of any type of Halon System.

Issue Date:	05/12/2020
Type:	07
Class:	04
County:	Brevard
License/Permit #:	FED20-000006
Expiration Date:	12/31/2021

Jimmy Patronis

Chief Financial Officer

Jimmy Patronis
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR

Casia Sinco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-2467

FIRE EQUIPMENT DEALER LICENSE
OFFICIAL COPY

THIS CERTIFIES THAT: ATP Fire
215 West Drive
Melbourne FL 32904

QUALIFIER: Stacy L. Greer, Jr.

Has Complied with Florida statutes and has qualified for the type and class shown here on to service, recharge, repair, install, or inspect all types Fire Extinguishers except recharging carbon dioxide units and to conduct hydrostatic tests on water, water chemical, and dry chemical types of extinguishers only.

Issue Date:	01/01/2020
Type:	07
Class:	03
County:	Brevard
License/Permit #:	FED16-000010
Expiration Date:	12/31/2021

Chief Financial Officer

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Insurance Solutions of America
925 West State Road 434, Ste 201
Winter Springs FL 32708

CONTACT NAME:
PHONE (A/C, No, Ext): 407-332-0033 **FAX (A/C, No):** 407-332-0030
E-MAIL ADDRESS: certs@isolutionsfl.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Bridgefield Employers Ins. Co.	10701
INSURER B : Hudson Excess Insurance Company	14484
INSURER C : Old Dominion Insurance Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED FRONFIR-01
Frontline Fire Protection Systems, LLC
d/b/a ATP Fire
215 West Dr
Melbourne FL 32904

COVERAGES **CERTIFICATE NUMBER:** 1052969756 **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	
B	X COMMERCIAL GENERAL LIABILITY	Y		FSL000528-01	4/27/2020	4/27/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			B1P7083Z	1/23/2021	1/23/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR			FSLU000257-01	4/27/2020	4/27/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			830-50237	1/23/2021	1/23/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named as additional insured with respects to general liability if required by written contract. Certificate is subject to all policy limits, conditions and exclusions.

CERTIFICATE HOLDER

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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FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS
Attachment A

During the performance of this contract, the Consultant agrees as follows:

1. The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The consultant 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 consultant agrees to post in conspicuous places, available to all employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

3. The consultant 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 worker's representatives of the consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.

5. The consultant 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 its 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 consultant's non-compliance with the non-discrimination 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 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The consultant 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 consultant 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 consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the consultant may request the United States to enter into such litigation to protect the interests of the United States."

8. **Clean Air Act and the Federal Water Pollution Control Act:** (For all contracts in excess of $150,000)

Clean Air Act –

i. The consultant 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.

ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands that the Brevard County Facilities Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.

iii. The consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act -

i. The consultant agrees to comply withal applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands and agrees that the Brevard County Facilities Department will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9. **Suspension and Debarment:**

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the consultant is required to verify that none of the consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by Brevard County Facilities Department. If it is later determined that the consultant 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 Federal Emergency Management Agency and Brevard County Facilities Department, the Federal Government may

pursue available remedies, including but not limited to suspension and/or debarment.

10. **Byrd Anti-Lobbying Amendment, 31 U.S.C. . § 1352 (as amended):**
Consultants 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 or 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.

11. **Certification for Contracts, Grants, Loans, and Cooperative Agreements**
(To be submitted with each bid or offer exceeding $100,000)
The Consultant certifies, to the best of his or her knowledge, that:

i. 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.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. 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 person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

12. **Procurement of Recovered Materials**:

In the performance of this contract, the consultant 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.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

13. **Additional FEMA Requirements**:

A. **Access to Records**:

i. The consultant agrees to provide Brevard County Facilities Department, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
ii. The consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
iii. The consultant agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

B. **DHS (Department of Homeland Security) Seal, Logo and Flags**:

The consultant shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

C. **Compliance with Federal Law, Regulations and Executive Orders**:

The consultant acknowledges that FEMA financial assistance will be used to fund the contract only. The consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

D. **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.

E. **Fraud and False or Fraudulent or Related Acts**:

The consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the consultant's actions pertaining to this contract.

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Discriminatory Vendor List

Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under section 287.134, Florida Statutes.

There are currently no vendors on this list.

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Visit our Temporary Policies (/node/5093) Related to COVID-19 page for E-Verify and Form I-9 changes due to COVID-19.

HOW TO FIND PARTICIPATING EMPLOYERS

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name –** The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name –** The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status –** Indicates whether the account is currently enrolled or terminated.
- **Enrollment date –** The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date –** The E-Verify Memorandum of Understanding termination date.
- **Workforce size –** Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites –** The locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations (by state) –** The geographic location(s) of hiring sites, by state, reported by the employer.

Parameters:

- USCIS updates the search tool data every quarter. However, employer status may be updated as needed.
- Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.
- Review Employer Data Parameters (/employer-data-parameters)

Search

Employer (?business-name=ATP%20Fire&field_account_status_value=All&items_per_page=10&viewsreference%5Bdata%

Frontline Fire Protection Systems, LLC

Showing 1 to 1 of 1 entries.

ENROLLING IN E-Verify IS EASY! WANT TO LEARN MORE?

E-Verify ENROLLMENT (/employers/enrolling-in-e-verify)

Last Updated Date: 04/01/2021

An official website of the United States government
Here's how you know

You have 2 new alerts
Show / Hide Alerts

SAM.GOV®

Search

e.g. 1606N020Q02, aspha

Search Results | Saved Searches

Select Domain
Entity Information

All Entity Information

Entity Registrations

Disaster Response Registry

Exclusions

Filter By

Keywords

Entity

Entity Name

atp fire

DUNS Unique Entity ID

Example: 123456789

SAM Unique Entity ID

CAGE / NCAGE

Purpose of Registration

Entity Type

Socio-Economic Status

Product or Service Information

Registration with Debt Subject to Offset

Location

Registration Status

- [ ] Active
- [ ] Inactive

Reset

No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

Go Back

Feedback

- Our Website
- Our Partners
- Policies
- Customer Service

General Services Administration

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.

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with Rule 60A-1.006(2), Florida Administrative Code.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

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Department of Management Services

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Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) (1.71 MB)

Updated 1/25/21

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SUBMIT SEALED BID TO:		INVITATION TO BID
BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940	Brevard COUNTY Purchasing Services	**Bid Acknowledgment**
PROCUREMENT ANALYST: (321) 617-7390 Stephanie Reynolds Ext. 5-9336 stephanie.reynolds@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 Onvia DemandStar® website and VendorLink

RELEASE DATE:	**BID TITLE**:	**BID NUMBER**:	**BID OPENING DATE AND TIME**:
July 1, 2021	Fire Extinguisher Services	B-7-21-86	July 23, 2021 @ 2:00pm

PRE-BID DATE, TIME, AND LOCATION:	**BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED**
N/A	

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR 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 Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor 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 Contractor.

The Contractor 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

CONTRACTOR 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 CONTRACTORS MUST SUBMIT A W-9 FORM.

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. CONTRACTOR - The term "CONTRACTOR" 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.

   c. 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.

   d. 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.

   e. QUALIFIED CONTRACTOR - The best Contractor 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 Contractor or its subcontractors' past performance for the Board, an any other information required by Board policies.

   f. RESPONSIVE CONTRACTOR - A Contractor 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.

   g. 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 Contractor. 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 Contractor 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 demandstar and VendorLink websites.

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 Contractor. 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 Contractor to receive any such addendum or interpretation shall not relieve said Contractor from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their bid.

8. **EEO STATEMENT:** Contractors 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 Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor 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 Contractor 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 Contractor 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 Contractor. 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 Contractor 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 Contractor 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 Contractor 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 Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.

18. **PATENTS AND ROYALTIES:** The Contractor, 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 Contractor 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 Contractor'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 Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the bid list and the Contractor disqualified from doing business with the County.

21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied 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 Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the Contractor 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; to reject any and all bids or waive any minor irregularity or technicality in bids received. Contractors 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., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.

24. **Unless otherwise noted in the bid document, Contractors 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 Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.

26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor (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 Contractor 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. If the Agreement is for more than $1,000,000 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.

    For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

    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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractors, 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 Contractor 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 Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor 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 Contractor, 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 Contractor 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. **CONTRACTOR RESPONSIBILITIES:** Contractors, 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 Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor 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 Contractor's performance of the contract will be notified by the contract manager. The Contractor 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 Contractor, 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 Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor 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 Contractor. 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 Contractor 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 Contractor 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 Contractor shall designate, in writing, a person to serve as liaison between the Contractor 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. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor 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 Contractors 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 Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the 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 subcontractor during the Contract term. **If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.**

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 Contractor'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. **PREFERENCE 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.

54. **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.

55. **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 Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, 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 Contractor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;

    b. In the event that a tie still exists after progressing through a, 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 Contractors if they elect to be present.

56. **CONTRACTOR 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: No later than three business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids to the DemandStar and VendorLink websites. The apparent responsive low contractor will be the intended award recommendation. If after posting the tabulation, the apparent low contractor is found to be non-responsive to the specifications, a revised tabulation will be posted indicating that the low contractor is non-responsive, and that the next lowest contractor is the intended awardee. The time for filing a protest will begin the date of the later posting.

    b. **PROCEEDINGS**

    Any contractor 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 Hearing Coordinator and the County Attorney or designee may attend. 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 Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

57. **Federal Emergency Management Agency (FEMA) Contract Requirements:** During a hurricane, civil disturbance, or other County declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc.). Cost of the service will be at the non-standard working hours. If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements (Attachment A).

FIRE EXTINGUISHER SERVICES
B7-21-86
CONTRACTOR'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, including Electronic Copy on CD or USB drive
- ☐ Price Sheet completed in Excel and submitted on CD or USB flash drive
- ☐ Confirmation of Drug Free Workplace Form
- ☐ Reference Form
- ☐ Contractor Affidavit Regarding Scrutinized Company List
- ☐ A sample of a monthly invoice and summary report of fire extinguisher database listing to support required computer capabilities per item #5 Sample of durable self-adhesive label.

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 Contractor, and returned as part of the bid response.

Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements

Attachment B: Excel Price Sheet

PURPOSE

Brevard County Purchasing Services, is soliciting annual bids from contractors who possess the manpower, facilities, and expertise to service an estimated 3,000 fire extinguishers of varied types, vent hood, and exhaust systems cleaning countywide.

CONTRACT PERIOD

The terms of this agreement shall be effective September 18, 2021 through September 17, 2024 (or for three (3) years from the date of award). The agreement may be extended by mutual agreement, for two (2) additional one (1) year periods with the option to negotiate pricing, terms and conditions. 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.

Bid prices shall remain firm for the first thirty-six (36) months of this contract. The awarded Contractor may have an opportunity to request an annual price adjustment for the fourth and subsequent years of this contract. The request for price adjustment must be submitted in writing no later than ninety (90) calendar days prior to the annual anniversary of the contract start date. The request for price adjustment must include written justification (raw material price increase, labor, etc.) for the increase and a copy must be sent to the Purchasing Manager. Any approved request for price adjustment will not take effect until the anniversary of the contract start date and any such granted price adjustment will be in effect for the remainder of the contract following the said anniversary start date. Written request for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI). Any price adjustment shall be approved by the Purchasing Manager or designee prior to the new price becoming effective.

INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this bid, contact Stephanie Reynolds, Purchasing Services at 321-617-7390 or by email at stephanie.reynolds@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 online at Onvia DemandStar® website and VendorLink. The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Contractors 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 Contractor orally, nor may Contractor 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 Stephanie Reynolds at stephanie.reynolds@brevardfl.gov. To be given consideration, such requests must be received in writing no later than **July 14, 2021 @ 5:00pm.**

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 July 23, 2021 @ 2:00pm**. 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**.

Electronic bid filing is now available on VendorLink at www.myvendorlink.com . Electronic bidding is preferred; however hard copy bids will still be received.

If submitting hard copies, bids shall be submitted in one original and should be accompanied by an equivalent electronic PDF file on compact disc or USB flash drive. Electronic Price Sheet may be completed electronically on Excel spreadsheet. Electronically completed spreadsheet should be saved on compact disc (CD) or USB flash drive and included with bid submittal. Contractors must also print out a hardcopy of the completed Price Sheet, sign where indicated, and submit with the bid**. DO NOT MODIFY OR REISSUE 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. **Contractors 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 Contractor'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.

PRE-BID/WALK THROUGH

N/A

FIRE EXTINGUISHER SERVICES
B7-21-86
SCOPE OF SERVICES

1. SCOPE

   The intent of this bid is to provide a source for an all-inclusive fire extinguisher service for an estimated 3,000 units located countywide. A total cost per unit to perform all work, including recharge, repairs, travel and parts shall be submitted.

2. SERVICES

   General services shall include, but not be limited to: inspections, testing, maintenance, repairs and replacement. Recharging, marking, tagging, mounting, repairing, installation, and labeling of portable fire extinguishers, shall be included in the scope of services. Contractor shall also be responsible the proper disposal of condemned units. All fire extinguishers shall be serviced in accordance with the **National Fire Protection Association** (**NFPA**) 10, 69A Florida Administrative Code, Florida Statute 633, or the most recent adopted, as well as a manufacturer's specifications for each unit.

3. COMPUTERIZED DATA LISTING

   The awarded contractor shall maintain a computerized listing of all actions taken on all fire extinguishers, including the serial number and location of each extinguisher.

4. NEW/UPDATED INFORMATION FORMAT

   Awarded contractor shall compose a "NEW" computerized listing and incorporate the current electronic database to comprise the following information (example below). The awarded contractor shall provide the Department, on a quarterly basis, a summary of each type of extinguisher in service and services provided. Additionally, within ninety (90) days of the contract ending date, the contractor shall provide the Department with a comprehensive list of the total extinguishers under the contract, by type and size (example: 500 each 5# ABC).

LOCATION	BLDG. or VEHICLE/VIN #	Extinguisher Count	Extinguisher Type	Serial Number	Last Service Date	Current Service Action
BCGC-Viera	***A***	***6***	***ABC***	***xxxxxxxx***	***11/21/11***	***Recharge***
BCGC-Viera: Vehicle	***2005 Dodge Ram/JVX3214823***	***1***	***BC***	***xxxxxxxx***	***3/12/12***	***Recharge***
Point B						
Point B: Vehicle						
Point C						
Point C: Vehicle						
Point D						
Point D: Vehicle						
Point E						
Point E: Vehicle						

5. SAMPLE DOCUMENTS

   All bidders shall include with their bid, a sample of a monthly invoice and summary report of fire extinguisher database listing to support required computer capabilities per item #5.

6. Contractors shall furnish a ***durable self-adhesive label*** as specified by the NFPA and the State of Florida statute for each extinguisher showing the required servicing data including the date of the annual inspection. NO EXCEPTIONS SHALL BE ALLOWED.

7. All fire extinguishers shall have proper rating, installation, and marking as required by National Fire Protections Association (NFPA). All fire extinguishers not meeting minimum charge requirements at the time of inspection shall be given a six (6) year maintenance service and hydro testing (if needed). Indicate service cost on Price Sheet, Section B. If fire extinguisher shows sign of leakage, it shall be taken and maintenance service shall be performed.

8. HALOTRON: Halotron is the only Brevard County approved substitution for Halon extinguishers

9. LOANER EXTINGUISHER

   In the event that an extinguisher has to be removed from its location in order to be serviced, the owner MUST be provided with a loaner extinguisher FREE OF CHARGE at the time of removal. Under no circumstances shall any Brevard County location be without sufficient fire extinguisher coverage caused by the contractor's removal of unit for servicing. No further charges are due to the contractor because they have to make two (2) trips. NO EXCEPTIONS WITHOUT WRITTEN AUTHORIZATION SHALL BE ALLOWED.

10. REPLACEMENT EXTINGUISHER

    When condemning and disposing of a fire extinguisher, which by law is no longer serviceable, the contractor must replace said unit with a "like" unit. The unit must be a new fire extinguisher of the same chemical type and size. No new installations (other than replacement) shall be performed by the contractor without permission by the Contract Administrator.

11. VEHICLE EXTINGUISHER

    Extinguishers located in County vehicles are to be serviced at their respective departments. Scheduling arrangements must be made prior to the site visit.

12. HOSE(S)

    Brevard County currently has one (1) 75' hose located at the Vassar B. Carlton Historical Courthouse (HTCH) Titusville, FL to be serviced.

13. STATE OF FLORIDA FIRE EXTINGUISHER PERMIT

    Bidder shall write State of Florida license number which includes permit number and class type for utilized facility(s) on the Price Sheet. Proof of company's license and approval number will be requested from the apparent low bidder for verification by County staff prior to award of this contract.

14. TESTING FACILITY

Contractor's facility where high pressure hydrostatic testing of the extinguishers is performed shall be approved by the Florida Bureau of Explosives and licensed as a Class "A" facility at the time of bid submittal. Verification from the apparent low bidder will be requested prior to award of contract.

15. SECURED/RESTRICTED AREAS

Access to secured areas, such as, the Detention Center, Courthouses, and other restricted areas, shall be coordinated prior to scheduled service date. Contractor shall coordinate service at least twenty-four (24) hours in advance. Brevard County staff shall schedule and arrange escort(s) as appropriate.

16. Contractor shall immediately notify the Department Contract Administrator concerning an emergency or service problem related to fire extinguisher equipment at any County location. Deficiencies or issues shall be followed up in writing.

17. RESPONSE TIME

Response time for initial (non-emergency) service requests shall be within three (3) business days from the time of notification. Response time for call backs shall be within three (3) business days, unless noted as an emergency. Response time for emergencies shall be within twenty-four (24) hours. For those facilities that are occupied 24/7, contractor may be required to provide same day service, if deemed necessary by the County. Documentation shall be provided from the contractor that such service request has been satisfactorily performed by faxing/emailing the service slip to the Department within the appropriate time frame.

18. SIX YEAR MAINTENANCE

Every 6 years, stored pressure fire extinguishers that require a 12-year hydrostatic test (e.g. dry chemical extinguishers) must be emptied and proper maintenance procedures performed [see NFPA10(98), Sec. 4-4.3]. The exception to this rule is non-rechargeable extinguishers, which are required to be removed from service 12 years from the date of manufacture.

19. The Department may perform random inspections of service fire extinguishers to verify that the service was performed as stated in the reported forms. A separate fire extinguisher service company may, at the option of Brevard County perform the inspection.

20. DISCOUNT

Contractor is to indicate the percent of discount from retail price on equipment and units not listed on Price Sheet.

21. Vent Hood and/or Exhaust systems shall be inspected and cleaned by a properly trained, qualified and certified company or person in accordance with NFPA 96 2011 standards as necessary per the type or volume of cooking frequency:

Systems serving solid fuel cooking operations	Monthly
Systems serving high-volume cooking operations such as 24-hr cooking, charbroiling, or work cooking	Quarterly
Systems serving moderate-volume cooking operations	Semi-Annually
Systems serving low-volume cooking operations, such as churches, day camps, seasonal businesses, or senior centers	Annually

22. Cleaning of Vent Hood and Exhaust System shall consist of the following:

a) Coverage over fryers and griddles. All equipment is to be draped with plastic.

b) The hood is to be draped in a funnel to capture the greasy waste water.

c) Opposite the hood, there shall be a barrier/wall to prevent contamination of food and other equipment.

d) Any electrical switches that could be activated accidentally shall be locked out.

e) Components of the fire suppression system shall NOT be rendered inoperable during the cleaning process.

f) Fire extinguisher systems shall be permitted to be rendered inoperable during the cleaning process where serviced by qualified person(s).

g) Hoods, grease removal devices, fans, ducts, and other appurtenances shall be cleaned to the bare metal surface.

h) Replace filter(s).

i) Flammable solvents or other flammable cleaning aids shall NOT be used.

j) Cleaning chemicals shall not be applied on fusible links or other detection devices or the automatic extinguishing system.

k) Clean & inspect horizontal and vertical ducts.

l) After the exhaust system is cleaned to bare metal, it shall NOT be coated with powder or other substance.

m) All access panels (doors) and cover plates shall be replaced.

n) Replace fan belt on the roof top exhaust fan.

o) Ensure all necessary parts are lubricated and/or tightened.

p) Dampers and diffusers shall be positioned for proper airflow.

q) All electrical switches and system components shall be returned to operable state.

r) Display label indicating the date of cleaning and the name of servicing company including areas not cleaned shall be given.

23. After initial cleaning and inspection, if found to be contaminated with deposits from grease-laden vapors; heavily contaminated grease or oily sludge; or damaged parts, the contractor shall provide written documentation with price estimate to the necessary department in order to authorize and schedule maintenance repairs of the vent hood/exhaust system.

24. Certificate of inspection shall be submitted to the department and corresponding municipal authority having jurisdiction.

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
FIRE EXTINGUISHER SERVICES
B7-21-86

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 Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor 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 Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS
The Contractor 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 Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor 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 Contractor 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 Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor 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 certificate(s) of insurance (COI) 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 Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

FIRE EXTINGUISHER SERVICES
B7-21-86
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever 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

FIRE EXTINGUISHER SERVICES
B7-21-86
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client:_____
Date of Services:_____
Description of Services:_____
Street Address:_____
City, State, ZIP Code:_____
Telephone #:_____ Fax #:_____
Contact Person: _____ Email:_____

Ref #2. Customer/Client:_____
Date of Services:_____
Description of Services:_____
Street Address:_____
City, State, ZIP Code:_____
Telephone #:_____ Fax #:_____
Contact Person: _____ Email:_____

Ref #3. Customer/Client:_____
Date of Services:_____
Description of Services:_____
Street Address:_____
City, State, ZIP Code:_____
Telephone #:_____ Fax #:_____
Contact Person: _____ Email:_____

Ref #4. Customer/Client:_____
Date of Services:_____
Description of Services:_____
Street Address:_____
City, State, ZIP Code:_____
Telephone #:_____ Fax #:_____
Contact Person: _____ Email:_____

Ref #5. Customer/Client:_____
Date of Services:_____
Description of Services:_____
Street Address:_____
City, State, ZIP Code:_____
Telephone #:_____ Fax #:_____
Contact Person: _____ Email:_____

CONTRACTOR NAME_____
ADDRESS_____
PRINTED SIGNATURE_____
AUTHORIZED SIGNATURE_____
TELEPHONE #_____FAX#_____DATE_____
EMAIL:_____

FIRE EXTINGUISHER SERVICES
B7-21-86
CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

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. If the Contract is for more than $1,000,000 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.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____(name of Contractor) is .

2. My relationship to _____(name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that “business operations” means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. _____ (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. _____ (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. _____ (name of Contractor) is not engaged in business operations in Cuba or Syria.

_____
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

(AFFIX SEAL or STAMP)

_____
Notary Public

My commission expires:

FIRE EXTINGUISHER SERVICES
B7-21-86
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. B-7-21-86 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 Contractor 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 Contractor database.

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

Fire Extinguisher Services
B#7-21-86
July 28, 2021
Addendum 3

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 3 in the space provided on the Price Sheet.

CLARIFICATION TO QUESTIONS ASKED RECEIVED:

1. Question: High volume cooking requires quarterly hood cleaning and low volume cooking requires annual hood cleaning but the problem I am seeing is that the kitchen section of the bid price sheet has a line at the bottom requiring the bid x 2. The price sheet seems to indicate that the County is requesting semi-annual service, (of the fire suppression and hood cleaning) therefore, not allowing me to big annual nor quarterly where appropriate.

   Response: The Vent Hood/Exhaust Systems under Section C of the price sheet is requiring all system inspections, cleaning, & certification of pre-engineered vent hood/exhaust systems to be inspected on a semi-annual basis.

Please note the deadline for questions has passed and no more questions will be answered.

Please note that the bid opening date and time has now changed, and is now **August 3, 2021 @ 1:30pm.**

All other terms and conditions remain unchanged.

Sincerely,

Summer Wyllie
Procurement Supervisor

END OF ADDENDUM 3

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

Fire Extinguisher Services
B#7-21-86
July 22, 2021
Addendum 2

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 2 in the space provided on the Price Sheet.

CLARIFICATION TO QUESTIONS ASKED RECEIVED:

1. Question: If my company doesn't do hood cleaning or high pressure hydros (Class A shop), can I use a local hood cleaning and high-pressure company to do that portion of service?

   Response: Yes. The bid specifications do not prohibit from subcontracting.

Please note that the bid opening date and time has now changed, and is now **July 28, 2021 @ 2:00pm.**

All other terms and conditions remain unchanged.

Sincerely,

Summer Wyllie
Procurement Supervisor

END OF ADDENDUM 2

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

Fire Extinguisher Services
B#7-21-86
July 20, 2021
Addendum 1

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 1 in the space provided on the Price Sheet.

CLARIFICATION TO QUESTIONS ASKED RECEIVED:

1. Question: Can the County make the attached exceptions to the General Terms and Conditions and the Insurance and Indemnification Requirements to the bid solicitation requirements.

   Response: The County will not make exceptions to the General Terms and Conditions and the Brevard County Board of County Commissioners Insurance and Indemnification Requirements.

Please note that the bid opening date and time remains July 23, 2021 @ 2:00pm.

All other terms and conditions remain unchanged.

Sincerely,

Summer Wyllie
Procurement Supervisor

END OF ADDENDUM 1

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Frontline Fire Protection, LLC dba ATP Fire, 215 West Drive, Melbourne, FL 32904 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with Brevard County Purchasing Services - Florida), said contract being identified as: Fire Extinguisher Services, Contract No. B 7-21-86. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Fire Extinguisher Services (see attached as Exhibit A – original contract).

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

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

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Frontline Fire Protection, LLC dba ATP Fire. The term of said agreement shall be for the period effective date of signature of City Mayor through 09/19/24, with the renewal option of two (2) one-year renewals at the sole discretion of the contract owner, Brevard County Purchasing Services - FL.

The City of Cocoa intends to utilize said agreement for Fiscal Years FY22, FY23 and FY24 and shall not exceed the budgeted amount of $10,000.00, Per FY, any change orders to this amount must be approved by City Manager.

a. Insurance Requirements (As Applicable):

Liability Insurance

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

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

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

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

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

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

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

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

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

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

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

COMPREHENSIVE BUILDER RISK INSURANCE

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

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

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

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

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

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

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

VENDOR:

Frontline Fire Protection Systems, LLC dba ATP Fire
Attn: Matthew Cronin
215 West Drive
Melbourne, FL 32904
Phone: (321)-616-3521
Email: mcronin@atpalarms.com

Frontline Fire Protection Systems, LLC dba ATP Fire

Entered this _____ day of _____

MATTHEW T. CRONIN, PRESIDENT

(Print Name / Title)

(Signature)

9/27/21

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

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

By: _____

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

FORTINET

URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unknown urls.
This url was categorized as unknown because the FortiGuard url rating service is inaccessible.

Legislation Details (With Text)

File #:	21-678	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	10/6/2021			**In control:**	City Council
On agenda:	10/12/2021			**Final action:**	
Title:	Approval of a Multi-Year Piggyback Agreement with Gabriel, Roeder, Smith (GRS) using Pinellas County contract #07-2017 to Perform Other Post-Employment Benefits Actuarial Services for the Calculation of FY21 and FY22 OPEB Liability. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	189-0419-A Final Executed Agreement.pdf First Amendment - FINAL EXECUTED.pdf PARTICIALLY EXECUTED Standard Form for Piggyback Contract (GRS - Contract No 189-0419- SIGNED E Verify Affidavit Signed.pdf E-Verify signed MOU 2009 1208.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 6, 2021
Agenda Date: October 12, 2021
Prepared By: Rebecca Bowman, Finance Director
Through: Stockton Whitten, City Manager
Requested Action:
Approval of a Multi-Year Piggyback Agreement with Gabriel, Roeder, Smith (GRS) using Pinellas County contract #07-2017 to Perform Other Post-Employment Benefits Actuarial Services for the Calculation of FY21 and FY22 OPEB Liability

BACKGROUND:

The City is required by the Governmental Accounting Standards Board (GASB) to calculate and record the liability for Other Post-Employment Benefits in its financial statements each year. An actuary is required to do the calculations and the actuary issues an OPEB report to the City to be used to create the required journal entry to record the current OPEB liability. Full valuation is done every other year and a roll-forward calculation is done in the off years. The City must have a full valuation done for FY21 and the roll-forward valuation done for FY22. Staff desires to utilize the services of GRS by piggybacking Pinellas County's contract #07-2017 dated June 18, 2019 for the OPEB calculations for FY21 and FY22.

STRATEGIC PLAN CONNECTION:

Goal 1: Maintain long-term fiscal sustainability.

BUDGETARY IMPACT:

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

This is budgeted in the General Operations account #001-1600-513.31-00.

PREVIOUS ACTION:

The City utilized a piggyback contract from Pinellas County for one year for the FY20 OPEB valuation utilizing actuary services from GRS.

RECOMMENDED MOTION:

Approval of a Multi-Year Piggyback Agreement with Gabriel, Roeder, Smith (GRS) using Pinellas County contract #07-2017 to Perform Other Post-Employment Benefits Actuarial Services for the Calculation of FY21 and FY22 OPEB Liability

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this 18th day of June , 2019("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Gabriel, Roeder, Smith & Company (GRS), Fort Lauderdale, FL ("Contractor") (individually, "Party," collectively, "Parties").

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to 189-0419-A for Actuarial Valuation Services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **Definitions.**

A. "**Agreement**" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. "**County Confidential Information**" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information, and any other information designated in writing by the County as County Confidential Information.

C. "**Contractor Confidential Information**" means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "**Contractor Personnel**" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. "**Services**" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer

hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Human Resources Director or designee.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on:

☒ the Effective Date and shall remain in full force and effect for five (5) years, or until termination of the Agreement, whichever comes first.

B. Term Extension.

☒ The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of $47,000.00, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein. The Contractor shall not be entitled to compensation for Services in excess of $ 26,000 during any County fiscal period during which this Agreement is effective, unless the parties agree to increase this sum by amending this Agreement in accordance with its terms.

C. Travel Expenses.

☒ The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to:

☒ the designated person as set out in Section 18 herein;

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision. Notwithstanding any other provision herein, GRS may terminate this Agreement, without cause, by giving ninety (90) days advance written notice to the County of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. **Audit.** Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. **Compliance with Laws.**

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. **Public Entities Crimes**

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. **Liability and Insurance.**

A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from any negligent act, error, or willful misconduct of Contractor in an amount not to exceed ten times fees paid under this Agreement; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the negligence of the County.

C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. **County's Funding.** The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Human Resources Director or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to GRS. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment.

☒ This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

19. **Notices**. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Terri Wallace
Human Resources
400 South Fort Harrison Avenue
Clearwater, Florida 33756

For Contractor:

Attn: Jim Rizzo
1 East Broward Blvd., Suite 505
Ft. Lauderdale, Florida 33301-1804

And
Nicolas Lahaye
1 East Broward Blvd., Suite 505
Ft. Lauderdale, Florida 33301-1804

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

20. **Conflict of Interest.**

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions; and during the term of this Agreement.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

21. **Right to Ownership.** All deliverables created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, , to the extent that such deliverables are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

22. **Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.

23. **Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such

determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

24. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or
proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

25. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

26. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

27. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

28. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written except that parties agree that the Business Associate Agreement entered into between the parties on October 31, 2016 shall continue in full force and effect and that this Agreement shall be deemed the underlying Agreement for purposes of that Business Associate Agreement..

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA
By and through its Purchasing Director

By: Joe Lauro
JOE LAURO

Gabriel, Roeder, Smith & Company
Name of Firm

By: James J. Rizzo
Signature

JAMES J. RIZZO
Print Name

SENIOR CONSULTANT & ACTUARY
Title

APPROVED AS TO FORM

By: Carole Jenzeri
Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

1. Prepare a GASB 75 OPEB Actuarial Valuation Report for FYE 2019

a. Collect enrollment, contribution and plan design detail from County staff.

b. Perform actuarial calculation of Other Post-Employment Benefits (OPEB) liability in accordance with federal General Accounting Standards Board (GASB) requirements. The report will present separate accounting for the primary government (including the blended component units), the Pinellas County Planning Council component unit, and the Pinellas County Construction Licensing Board component unit.

c. Issue October 1, 2018 Actuarial Valuation Report.

2. Prepare a GASB 75 OPEB Roll-Forward report for FYE 2020

a. Perform the actuarial calculations necessary for the County to comply with GASB Statement No. 75 for the fiscal year ending September 30, 2020 using a roll-forward method permitted under GASB rules based on the valuation results performed as of October 1, 2018.

b. Issue roll-forward report.

3. Prepare a GASB 75 OPEB Actuarial Valuation Report for FYE 2021

a. Collect enrollment, contribution and plan design detail from County staff.

b. Perform actuarial calculation of Other Post-Employment Benefits (OPEB) liability in accordance with federal General Accounting Standards Board (GASB) requirements. The report will present separate accounting for the primary government (including the blended component units), the Pinellas County Planning Council component unit, and the Pinellas County Construction Licensing Board component unit.

c. Issue October 1, 2020 Actuarial Valuation Report.

4. Prepare a Roll-Forward report for FYE 2022

a. Perform the actuarial calculations necessary for the County to comply with GASB Statement No. 75 for the fiscal year ending September 30, 2022 using a roll-forward method permitted under GASB rules based on the valuation results performed as of October 1, 2020.

b. Issue roll-forward report.

5. Prepare a GASB 75 OPEB Actuarial Valuation Report for FYE 2023

a. Collect enrollment, contribution and plan design detail from County staff

b. Perform actuarial calculation of Other Post-Employment Benefits (OPEB) liability in accordance with federal General Accounting Standards Board (GASB) requirements. The report will present separate accounting for the primary government (including the blended component units), the Pinellas County Planning Council component unit, and the Pinellas County Construction Licensing Board component unit.

c. Issue October 1, 2022 Actuarial Valuation Report.

EXHIBIT B

INSURANCE REQUIREMENTS

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance	Limit Florida Statutory
Employers' Liability Limits Per Employee	$ 500,000.00
Per Employee Disease	$ 500,000.00
Policy Limit Disease	$ 500,000.00

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	$ 1,000,000.00
Products/Completed Operations Aggregate	$ 2,000,000.00
Personal Injury and Advertising Injury	$ 1,000,000.00
General Aggregate	$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	$ 1,000,000.00

(4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits Each Occurrence or Claim	$ 1,000,000.00
General Aggregate	$ 2,000,000.00

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

(5) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT C

PAYMENT SCHEDULE

Pinellas County Fee Schedule For Actuarial Services - Gabriel Roeder Smith & Company						
Fiscal Year Ending	2019	2020	2021	2022	2023	Total
Biannual Full Actuarial Valuation for OPEB under GASB 75 reporting:	$ 13,000	N/A	$ 13,000	N/A	$ 13,000	$ 39,000
OPEB Roll-Forward (in intervening years) under GASB 75 reporting*:	N/A	$ 4,000	N/A	$ 4,000	N/A	$ 8,000
TOTAL FEES	**$ 13,000**	**$ 4,000**	**$ 13,000**	**$ 4,000**	**$ 13,000**	**$ 47,000**

** Fees assuming no significant changes during the intermediate year(s). GASB Statement No. 75 permits fully compliant valuations every other year unless significant changes occur, in which case a new fully compliant valuation must be performed. If a fully compliant valuation were required or requested by the County in the intermediate year(s), the cost would be the same as for the Full Actuarial Valuation.*

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:
SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq,* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT D

PAYMENT/INVOICES

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.

1.) Requesting department for this purpose is defined as the County department for whom the work is performed.

2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.

C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.

D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.

E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

FIRST AMENDMENT

This Amendment made and entered into this 25 day of September, 2019, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Gabriel, Roeder, Smith & Company (GRS), Fort Lauderdale, FL hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on June 18, 2019, pursuant to Pinellas County Contract No. 189-0419-P (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Actuarial Valuation Services for County; and

WHEREAS, Section 22 of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for a revised Payment Schedule, at the same terms, and conditions;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. EXHIBIT A – Revised Statement of Work
2. EXHIBIT C – Revised Payment Schedule
3. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this First Amendment as of the day and year first written above.

CONTRACTOR:

James J. Rizzo

Authorized Signature

James J. Rizzo

Printed Authorized Signature

Senior Consultant and Actuary

Title Authorized Signature

PINELLAS COUNTY, FLORIDA
by and through its Purchasing Director

Joe Lauro Dir Admin Svs

Joe Lauro, Purchasing Director

APPROVED AS TO FORM

By: Carole Iannazzi

Office of the County Attorney

SERVICES AGREEMENT

EXHIBIT A - REVISED

STATEMENT OF WORK

1. Prepare a GASB 75 OPEB Roll-Forward Report for FYE 2019

a. Perform the actuarial calculations necessary for the County to comply with GASB Statement No. 75 for the fiscal year ending September 30, 2019 using a roll-forward method permitted under GASB rules based on the valuation results performed as of October 1, 2017.

b. Issue roll-forward report.

2. Prepare a GASB 75 OPEB Actuarial Valuation Report for FYE 2020

a. Collect enrollment, contribution and plan design detail from County staff.

b. Perform actuarial calculation of Other Post-Employment Benefits (OPEB) liability in accordance with federal General Accounting Standards Board (GASB) requirements. The report will present separate accounting for the primary government (including the blended component units), the Pinellas County Planning Council component unit, and the Pinellas County Construction Licensing Board component unit.

c. Issue October 1, 2019 Actuarial Valuation Report.

3. Prepare a GASB 75 OPEB Roll-Forward Report for FYE 2021

a. Perform the actuarial calculations necessary for the County to comply with GASB Statement No. 75 for the fiscal year ending September 30, 2021 using a roll-forward method permitted under GASB rules based on the valuation results performed as of October 1, 2019.

b. Issue roll-forward report.

4. Prepare a GASB 75 OPEB Actuarial Valuation Report for FYE 2022

a. Collect enrollment, contribution and plan design detail from County staff

b. Perform actuarial calculation of Other Post-Employment Benefits (OPEB) liability in accordance with federal General Accounting Standards Board (GASB) requirements. The report will present separate accounting for the primary government (including the blended component units), the Pinellas County Planning Council component unit, and the Pinellas County Construction Licensing Board component unit.

c. Issue October 1, 2021 Actuarial Valuation Report.

5. Prepare a GASB 75 OPEB Roll-Forward Report for FYE 2023

a. Perform the actuarial calculations necessary for the County to comply with GASB Statement No. 75 for the fiscal year ending September 30, 2023 using a roll-forward method permitted under GASB rules based on the valuation results performed as of October 1, 2021.

b. Issue roll-forward report.

SERVICES AGREEMENT

REVISED EXHIBIT C

PAYMENT SCHEDULE

Pinellas County
Fee Schedule For Actuarial Services - Gabriel Roeder Smith & Company

Fiscal Year Ending	2019	2020	2021	2022	2023	Total
Biannual Full Actuarial Valuation for OPEB under GASB 75 reporting:	$ N/A	$13,000	$ N/A	$13,000	$ N/A	$26,000
OPEB Roll-Forward (in intervening years) under GASB 75 reporting*:	$4,000	$ N/A	$4,000	$ N/A	$4,000	$ $12,000
TOTAL FEES	**$ 4,000**	**$13,000**	**$4,000**	**$13,000**	**$ $4,000**	**$38,000**

** Fees assuming no significant changes during the intermediate year(s). GASB Statement No. 75 permits fully compliant valuations every other year unless significant changes occur, in which case a new fully compliant valuation must be performed. If a fully compliant valuation were required or requested by the County in the intermediate year(s), the cost would be the same as for the Full Actuarial Valuation.*

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Gabriel, Roeder, Smith & Company (GRS), One East Broward Blvd, Suite 505, Fort Lauderdale, FL 33301, (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with Pinellas County - Florida, said contract being identified as: Actuarial Valuation Services, Contract No. 189-0419-P. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Actuarial Valuation Services (see attached Exhibit A)

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

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

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Gabriel, Roeder, Smith & Company (GRS). The term of said agreement shall be for the period effective date of signature of City Council through 06/18/2024.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2021 and shall not exceed the budgeted amount of $13,000.00, FY22 - budgeted amount of $4,000.00, and FY23 - budgeted amount of $13,000.00. Any change orders to these amounts must be approved by City Council.

The pricing table is the same as Pinellas County, but the City of Cocoa will do a full valuation for FY21, rollover for FY22 and a full valuation for FY23.

Pinellas County Fee Schedule For Actuarial Services - Gabriel Roeder Smith & Company						
Fiscal Year Ending	2019	2020	2021	2022	2023	Total
Biannual Full Actuarial Valuation for OPEB under GASB 75 reporting:	$ N/A	$13,000	$ N/A	$13,000	$ N/A	$26,000
OPEB Roll-Forward (in intervening years) under GASB 75 reporting*:	$4,000	$ N/A	$4,000	$	$4,000	$ $12,000
TOTAL FEES	$ 4,000	$13,000	$4,000	$13,000	$ $4,000	$38,000

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 $1,000,000 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: (N/A)

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 ((N/A)

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.

In the event that there are conflicts in insurance requirements between Cocoa's insurance requirements and Pinellas County's insurance requirements, Pinellas County's contract language will prevail.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

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

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

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

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

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

VENDOR:

Gabriel, Roeder, Smith & Company (GRS)
Attn: Jim Rizzo
One East Broward Blvd., Suite 505
Ft. Lauderdale, FL 33301-1804
Phone: (954)-527-1616
Email: jim.rizzo@gabrielroeder.com

Gabriel, Roeder, Smith & Company

Entered this _____ day of _____

_Nicolas Lahaye, Authorized Representative

(Print Name / Title)

_____

(Signature)

_____9/10/2021_____

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: _____N/A_____

Date: _____

(Stockton Whitten, City Manager)

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

By:_____

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Gabriel, Roeder, Smith & Company [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

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

A true and correct copy of Gabriel, Roeder, Smith & Company [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

T. Braccialarghe

Print Name: Theora Braccialarghe

Date: 9/10/2021

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9/10/2021 (date) by Theora Braccialarghe, Authorized Representative (name of officer or agent, title of officer or agent) of Gabriel, Roder, Smith & Comapny (name of corporation acknowledging) , a Michigan (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal] Notary Public

Agnieszka Anna Krekora

Name typed, printed or stamped

My Commission Expires: 3/27/2023

AGNIESZKA ANNA KREKORA
Notary Public - State of Florida
Commission # GG 316856
My Comm. Expires Mar 27, 2023
Bonded through National Notary Assn.

Company ID Number: 287916

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Gabriel, Roeder, Smith & Company** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system**.**

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify**,** including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee’s SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU**,** except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties**:** Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

Company ID Number: 287916

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

Company ID Number: 287916

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Gabriel, Roeder, Smith & Company

F Kenneth Davis	
Name (Please Type or Print)	**Title**
Electronically Signed	12/08/2009
Signature	**Date**

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	**Title**
Electronically Signed	12/08/2009
Signature	**Date**

Company ID Number: 287916

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Gabriel, Roeder, Smith & Company

Company Facility Address: One Towne Square
Suite 800
Southfield, MI 48076

Company Alternate Address:

County or Parish: OAKLAND

Employer Identification Number: 381691268

North American Industry Classification Systems Code: 541

Parent Company:

Number of Employees: 100 to 499

Number of Sites Verified for: 5

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MICHIGAN 1 site(s)

Company ID Number: 287916

• COLORADO	1	site(s)
• ILLINOIS	1	site(s)
• FLORIDA	1	site(s)
• TEXAS	1	site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **F Kenneth Davis**
Telephone Number: **(248) 799 - 9000 ext. 1120** Fax Number: **(248) 799 - 9854**
E-mail Address: **f.kenneth.davis@gabrielroeder.com**

Name: **Becki L Watson**
Telephone Number: **(248) 799 - 9000 ext. 11551155** Fax Number: **(248) 799 - 9854**
E-mail Address: **becki.watson@gabrielroeder.com**

Legislation Details (With Text)

File #:	21-620	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	9/8/2021			**In control:**	City Council
On agenda:	10/12/2021			**Final action:**	
Title:	Request approval of the Council appointments for the City Districting Commission.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 8, 2021
Agenda Date: September 28, 2021
Prepared By: Charlene Neuterman, Interim Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Request approval of the Council appointments for the City Districting Commission.

BACKGROUND:

Each Council member was asked to submit a recommendation of their proposed appointee. Selectees will then be pre-qualified to serve on the Commission based on the requirements of the Cocoa's Charter. This step is being taken because of the time limit imposed by the Charter for submitting a report to Council "120 days from appointment".

Cocoa's City Charter requires a districting commission be appointed no later than November 2, 2021, which is at least one year prior to the next general election in 2022.

Pursuant to the City's Charter, each Councilmember and the Mayor will appoint one city elector (registered voter) to the districting commission. No member of the commission may be employed by the City or hold any elected office of the City.

The districting commission will be required to file a report with the City Council containing a recommended plan for establishment or adjustment of the City Council district boundaries based on the federal decennial census information. Raw data of the census information has been received by the City and Staff will be working with the East Central Florida Regional Planning Council to identify the new, revised district boundaries that meet the requirements of the Charter.

Recommended Council District boundaries shall comply with the following specifications:

1. Districts shall be equal in population except where deviations from equality result from the application of the provisions hereinafter set forth, but no such deviation may exceed five percent (5%) of the average population for all City Council district according to the figures available from the most recent census.
2. Each district shall be formed of compact, contiguous territory, and its boundary lines shall follow street boundaries insofar as practical or possible, or other boundaries available.
3. The districts shall be based upon the principle of equal and effective representation as required by the United States Constitution and as represented in the mathematical preciseness reached in the legislative apportionment of the state.
4. The districts shall comply with applicable provisions of the Voting Rights Act and any applicable court orders.

The following recommendations have been made by the Council and Staff is requesting approval of these recommendations and move forward with the pre-qualification process to be conducted by the City Clerks' Office.

Mayor Blake - Tracy Moore
District 1: Deputy Mayor Goins - Ed Greene
District 2: Councilman Levander Hearn - Alton Edmonds
District 3: Councilman Rip Dyal - Don Boisvert
District 4: Councilwoman Lorraine Koss - Jennifer Riggs

Staff is requesting approval of the recommended members for the districting commission.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Request approval of the Council appointments for the City Districting Commission.

Legislation Details (With Text)

File #:	21-641	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	9/20/2021			**In control:**	City Council
On agenda:	10/12/2021			**Final action:**	
Title:	As recommended by the Code Enforcement Board and Staff, affirm the current amount of the current Code Enforcement Lien of $37,030.00 for the property located at 2607 N. Indian River Dr., and provide no reduction of the lien amount as city costs are greater than the lien amount of $37,030.00. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien Reduction Application.pdf Staff Report for Lien Reduction-2607IRD.pdf Board Order.pdf 17-907 NOH 2607 N Indian River Dr 1-25-18.pdf 17-907 NOHNC 2607 N Indian River 8-3-18.pdf Cost Affidavit Form -2607ird.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 20, 2021
Agenda Date: October 12, 2021
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier IV, (Police Chief)
Requested Action:
As recommended by the Code Enforcement Board and Staff, affirm the current amount of the current Code Enforcement Lien of $37,030.00 for the property located at 2607 N. Indian River Dr., and provide no reduction of the lien amount as city costs are greater than the lien amount of $37,030.00

BACKGROUND:

CASE # 17-907

Generally, this case involved property located at 2607 N. Indian River Drive, Cocoa, Florida and an adversarial code enforcement matter before the Code Board and two courts that went on for several years. The property is zoned RU-1-7, Single Family Residential District. Only one single-family dwelling is allowed on property located within the City's RU-1-7 zoning district. Bed and breakfast is not a permitted use in the RU-1-7 Single Family Residential District, and thus, is prohibited. At the time of the subject code enforcement violation that resulted in the lien, the property had three structures on it: one main permanent home in which the Respondent resided ("principal residence");

a second permanent structure that is a detached garage that had been converted in part into a guest area that Respondent was renting out on Airbnb ("cottage"); and a third structure which was described as a "mobile home" or "tiny home," which Respondent had placed onto his property by use of a crane. Code enforcement issued a Notice of Violation finding that upon reasonable belief, the Respondent was violating several provisions of the City Code. At the time of the violations, the City was receiving complaints from the surrounding neighborhood.

The Code Enforcement Board held a public hearing on **6/5/2018**, at which time the based on the Notice of Violation, testimony and evidence presented, the Board found the Respondents in violation of the following sections of the City Code:

1) APP. A, ART. XI, Sec. 3.(A)(B) (only one single family dwelling on property within RU-1-7 - mobile home);

2) APP. A, ART. XI, Sec. 3. (A)(D) (operating a bed and breakfast prohibited); and

4) APP. A, ART. XIII, Sec. 6 (No accessory structures containing living quarters permitted - mobile home).

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective **08/16/2018** The lien ran at **$100.00** per day from **7/7/2018** until compliance was achieved on **7/11/2019**. As noticed below, compliance did not occur until several months after the Circuit Court ruled in the City's favor.

Lengthy litigation then ensued between the Respondents and the City. Respondents filed an appeal of the Code Enforcement Board's decision in the circuit court. The City Attorney's Office successfully defended against the appeal and the Circuit Court ruled in the City's favor on **April 12, 2019**. Case No: # 05-2018-AP-034960. Respondents then appealed the Circuit Court's decision to the 5th District Court of Appeal. The City Attorney's Office again successfully defended that appeal and the 5th District Court ruled in the City's favor on **November 22, 2019**. Case No. # 5D19-1770.

Code records also show onsite inspections were conducted by Officer Murdick. The current owner, **Xaysana Inthanam**, is requesting that the lien be reduced to **$1,000.00**, due to the fact he spent money to correct the violation, improve the property, and legal fees to his attorney. The current lien amount is **$37,030.00**

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No, property is a rental**
- The number of violations related to the subject lien; **Five**
- Number of Inspections performed: **38**
- The length of time the property was in violation **369**

- Property Taxes: **No outstanding Tax Bills**

- Other Liens: **Records show no outstanding liens on the property. No Water Liens**

- Property Inspection: **8/19/20 and was incompliance before Code Board Hearing. An inspection on 10/11/21 prior to the Council Meeting.**

The current market value of the subject property; the current market value is **$268,510.00** according the Brevard County Property Appraiser.

Staff submits their cost sheet and has also taken into account the length of time, gravity, and staff time regarding this case. Further, the City Attorney's Office was required to expend significant resources to defend the Code Board's decision which dealt with the enforcement of several very important code provisions that are designed to protect existing single family neighborhoods from having multiple-dwelling units on one lot and transient, commercial rentals.

Based on the gravity of the violations involving this case, the length of time it took the property to come into compliance, and the total amount of Staff & City Attorney time and resources expended to gain compliance with the City Code, Staff's recommendation is that City Council not reduce the lien because the City's overall costs related to this case are greater than the lien amount of **$37,030.00.** Maintaining the current lien amount will allow the City to eventually recover a greater portion (but not all) of its out-of-pocket expenses previously incurred to prosecute and defend this case.

Per the City Code, this is only a recommendation to the City Council. If the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one year period of time.

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on September 16, 2021, recommended that the lien not be reduced and the fine be $37,030.00.

RECOMMENDED MOTION:

As recommended by the Code Enforcement Board and Staff, affirm the current amount of the current Code Enforcement Lien of $37,030.00 for the property located at 2607 N. Indian River Dr., and provide no reduction of the lien amount as city costs are greater than the lien amount of $37,030.00.

Application #CE 17-907

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone: (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received
RECEIVED
AUG - 4 2021
BY:
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** April 22, 2021

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): _____

Name: **Xaysana Inthanam**

Mailing Address: **108 Highview Drive**

City: **Cocoa** State: **FL** ZipCode: **32922**

Phone#: (321) 604-1090 Fax#: _____

Mobile #: _____ E-mail: **Inthanam@icloud.com**

3. **Property Owner Information:** ** Check here if* same as *Applicant* [X]
** If more than one owner, attach additional sheet with names and addresses.*

Name: **Joseph Mascone**

Mailing Address: 9600 Manchester Lane

City: Melbourne State: FL ZipCode 32904

Phone#: _____ Fax#: _____

Mobile #: (321) 848-2281 E-mail: Mr.Moscone@yahoo.com

4. **Information for property on which lien occurs:**

Street Address and Location: 2607 N. Indian River Drive, Cocoa, FL 32922

Parcel ID:

24-36-17-53-6.A-3

Tax Account Number:

2413861

Existing Use(s) on Property: RENTAL

Proposed Use(s) on Property: RENTAL

(If residential - (circle one) **owner occupied or rental, rental),** if rental does property owner anticipate accepting any state or federal rental subsidies? NO

Nature of Violation(s):

(1) APP.A, ART. XI, Sec. 3.(A)(B) only one single family dwelling on property within RU-1-7 – mobile home);
(2) APP.A, ART. XI, Sec. 3.(A)(D) (operating a bed and breakfast prohibited); and
(3) APP.A, ART. XIII, Sec. 6.(No accessory structures containing living quarters permitted – mobile home) Date Fine or Lien Imposed: 7/6/2018 Amount of Fine: $100.00 per day

Have the violation(s) on the subject property been corrected: Yes/ No (Circle one)

Date upon which the subject property was brought into compliance: 7/11/2019

5. **Please provide the following information:**

Code enforcement case number: **17-907**

Were you the property owner at the time the lien was imposed? Yes No(Circle one) If so, how many days did it take from the board order to the date compliance was achieved?

If you were not the property owner at the time the violation occurred, were you aware of the lien when you purchased the property? Yes/ No/ NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? **N/A**

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes/ No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes/ No (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

I had a good faith basis that the City was misinterpreting the law on short-term rentals, B & B Zoning and RV's. I bought the property to rent the guest house to help pay mortgage. I have incurred approximately $39,713.34 in legal fees, expert fees, and costs for code enforcement hearing and appeals (that I am still paying). I have also spent approximately $32,328.11 on improvements to property (See attached breakdown of costs totaling $72,041.45). I cannot afford the lien of $37,010 and need to refinance the property. I cannot refinance with the lien on the property.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

I did not comply before the lien was recorded because I was exercising my legal right to contest what I believed was an improper code enforcement order. I did stop using the property as a short-term rental Property after the Order but could not move the RV/tiny home due to the high cost to move. I was finally able to sell the tiny home and the new owner moved it. I was not ignoring the Order, but truly thought The Florida State Statutes were correct and the City's Ordinances did not apply to the property.

Amount you are requesting that the lien be reduced to: $1,000.00

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve theproperty:

I was legally challenging the Code Enforcement Order; I was not ignoring it. The behavior that the City wanted to stop was the short-term rental, which I stopped within days of the Code Enforcement Order. The RV was only used for storage and I simply did not have the money to move it. Because there was No harm to the City since I was essentially complying with the Order, the lien is excessive. The fine is a Hardship for me as my only employment is with the Rockledge Fire Department and I help support my Parents. As I said earlier, I need to refinance the property and cannot do so with the lien of record

The documentation I have for the improvements is attached. What I don't have in invoices, I am swearing That the amounts are correct by the oath at the end of the document.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

No. This is my only violation for this property and I do not own any other property in Cocoa.

6. **Please submit the following items in order complete theapplication:**

a. [X] **Notarized application.**

b. [X] **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6- 707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

c. [X] **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

d. [ ] **Corporate documents.** If the applicant owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

e. [X] **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketch, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the LienReduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction: YES [X] NO [ ]

    Signature below will also show that consent to inspect was given by the property owner or representative.

12. **Signatures and Notarization.**

STATE OF FLORIDA
COUNTY OF BREVARD

I, XAYSANA INTHANAM, being first duly sworn, depose and say that:

[X] I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

April 22, 2021
DATED

Xaysana N Inthanam
(APPLICANT SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of X **physical presence or** ☐ **online notarization** on April 22, 2021, by Xaysana Inthanam, who is personally known to me or has produced, as identification and who did/did not take an oath.

Patricia L Clark
(NOTARY PUBLIC SIGNATURE) Patricia L. Clark

Patricia L. Clark
Comm.#GG363212
Expires: October 1, 2023
Bonded Thru Aaron Notary

Public Hearing Process Information

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.

6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

   a. The witness has personal knowledge of the fact in which the witness will testify; and/or

   b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

      1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

         - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

         - The opinions and inferences do not require any special knowledge, skill experience or training.

      2. Expert witness. Testimony of an expert witness is qualified only if:

         - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

         - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

(b) ***Application.*** The application shall be executed under oath and sworn to in the presence of a notary public.

(c) ***Reimbursement to city for recording costs at time of application.*** The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.

(d) ***Processing of application by Code Enforcement Manager or Chief of Police.*** Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.

(e) ***Code enforcement board hearing.*** At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval , approval with conditions , or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

(1) The gravity of the violation;

(2) The time in which it took the violator to come into compliance;

(3) The accrued amount of the code enforcement fine or lien;

(4) Any previous or subsequent code violations;

(5) Any financial hardship; and

(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

(f) ***Presentation to city council.*** After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.

City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

(g) ***Compliance with city council conditions.*** The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.

(h) ***Effect of denial on application for subsequent lien reduction or forgiveness.*** If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
8/23/2021

LIEN REDUCTION REQUEST FOR
2607 Indian River Drive

CASE # 17-907

The Code Enforcement Board held a public hearing on **6/5/2018**, at which time the Board found the owner, **Xaysana Inthanam** in violation of the following:

1. **APP. A, ART. XI, Sec. 3. - District and intent—*RU*-1-7 (A)(B), SF**
2. **APP. A, ART. XI, Sec. 3. - District and intent—*RU*-1-7, SF (A) (D)**
3. **Ch. 6, Art. IV, Sec. 6-1600(c) – Mobile Home Parks Generally**
4. **APP. A, Art. XIII, Sec. 6 – Accessory Structures.**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective **08/16/2018** The lien ran at **$100.00** per day from **7/7/2018** until compliance was achieved on **7/11/2019**. Code records show onsite inspections were conducted by Officer Murdick. The current owner, **Xaysana Inthanam**, is requesting that the lien be reduced to **$1,000.00**, due to the fact he spent money to correct the violation, improve the property, and legal fees to his attorney. The current lien amount is **$37030.00**

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No, property is a rental**
- The number of violations related to the subject lien; **Five**
- Number of Inspections performed: **38**
- The length of time the property was in violation **369**
- Property Taxes: **No outstanding Tax Bills**
- Other Liens: **Records show no outstanding liens on the property. No Water Liens**
- Property Inspection: **8/19/20 and was incompliance before Code**

Board Hearing. An inspection will occur prior to the Council Meeting

The current market value of the subject property; the current market value is **$268,510.00** according the Brevard County Property Appraiser.

Staff submits their cost sheet and the Attorney's Cost Sheet for this case, court, and appeals in the total amount of **$77,296.87**

Staff's recommendation is that no reduction in the fine be given as city costs are greater than the fine of **$37,030.00.** This based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of staff & Attorney time

Per the City Code, this is only a recommendation to the City Council. If the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one year period of time.

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 17-907

THE CITY OF COCOA
A Florida Municipal Corporation,
Complainant,

vs.

Xaysana Inthanam & Joseph A Moscone
Owners of the Property located at:
2607 N Indian River Dr.
Cocoa, FL 32922

Parcel ID: 24-36-17-53-6.A-3

Respondents,

_____/

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on June 5, 2018 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the Subject Property listed above. The Board, having taken evidence and testimony and having heard the arguments of counsel, and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds:

1. That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of the following provisions of the City of Cocoa Code:

1) APP. A, ART. XI, Sec. 3.(A)(B) (only one single family dwelling on property within RU-1-7 – mobile home);
2) APP. A, ART. XI, Sec. 3. (A)(D) (operating a bed and breakfast prohibited);
3) Ch. 6, Art. IV, Sec. 6-1600(c) (mobile home shall be in mobile home parks); and,
4) APP. A, Art. XIII, Sec. 6 (No accessory structures containing living quarters permitted – mobile home),

and the officer issued a Notice of Violation to Respondents on 4/27/18 giving 10 days to correct the violations, after having provided prior notice of the violations and reasonable time to comply.

91 7199 9991 7038 1791 4873

2. That Respondents failed to correct such violations within the time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondents.

3. That based on the testimony and evidence presented, the Board finds Respondents in violation of the following:

1) APP. A, ART. XI, Sec. 3.(A)(B) (only one single family dwelling on property within RU-1-7 – mobile home);
2) APP. A, ART. XI, Sec. 3. (A)(D) (operating a bed and breakfast prohibited); and
4) APP. A, Art. XIII, Sec. 6 (No accessory structures containing living quarters permitted – mobile home),

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondents shall be given 30 days from the date of this Order to correct all violations set forth herein.

2. If Respondents fail to correct all cited violations within the time period set forth herein, the code enforcement officer shall schedule this case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of one hundred dollars ($100.00) per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the code enforcement officer. Respondents shall be responsible to immediately notify the code enforcement officer if the property has been brought into compliance.

4. If the Board finds Respondents failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondents within five years may constitute a repeat violation where the Board may impose a fine of

up to $500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS 5th DAY OF June, 2018.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

Jim Gifford, Chairman

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondents Xaysana Inthanam & Joseph A Moscone, whose mailing address is 2607 N Indian River Dr. Cocoa FL 32922 this 11th day of June, 2018 via __hand delivery/ ✓certified mail/ ✓U.S. mail/__posting (mark all that apply). Courtesy copy mailed to counsel for Respondents, Kimberly Bonder Rezanka: 96 Willard St. Suite 302, Cocoa, FL.

Secretary, Code Enforcement Board

NOTARY PUBLIC STATE OF FLORIDA
RACHEL M. UNRUH
MY COMMISSION # GG 049001
EXPIRES: June 14, 2020
Bonded Thru Budget Notary Services

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 1/24/2018
CASE: 17-907
ADDRESS: 2607 N Indian Rvr

To: **Inthanam, Xaysana N; Moscone, Joseph A**
2607 N Indian River Dr
Cocoa FL 32922

Complainant	**Respondent(s)**
THE CITY OF COCOA, **A Florida municipal Corporation**	**Inthanam, Xaysana N; Moscone, Joseph A** **Current Property Owner**

VS.

NOTICE OF HEARING

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 2/15/2018, at 6:00 p.m. or as soon thereafter possible. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

The Code Enforcement Board will receive testimony and evidence at said hearing regarding the violation(s) occurring upon the Property of the Respondent(s) as set forth in the Notice(s) of Violation, attached as Exhibit "A" and shall make a determination as to whether such violation(s) is/are corrected pursuant to Section 162.07, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances.

You are entitled to testify and present evidence and witnesses in defense at the hearing. Since the proceedings of the Code Enforcement Board are legal in nature, you may wish to have legal counsel attend the above referenced hearing.

The Code Enforcement Board may enter an Order requiring the owner of the Property to correct any violation(s) by a specific date and that a fine may be imposed not to exceed Two Hundred and Fifty Dollars ($250.00) per violation for a first violation or Five Hundred Dollars ($500.00) per violation for a repeat violation, for each day any violation(s) exist(s) or continue(s) to exist beyond the date the Code Enforcement Board orders you to correct the violation(s). This penalty, if not paid, will become a lien on the Property and any other personal or real property owned by the Respondent(s) which can be satisfied by foreclosure and sale of said Property and/or other personal or real property.

AN AGGRIEVED PARTY, INCLUDING THE CITY OF COCOA, MAY APPEAL A FINAL ADMINISTRATIVE ORDER OF THE CODE ENFORCEMENT BOARD TO THE CIRCUIT COURT AS PROVIDED BY THE GENERAL LAW OF THE STATE OF FLORIDA. ANY SUCH APPEAL MUST BE FILED WITHIN THIRTY (30) DAYS OF THE EXECUTION OF THE ORDER TO BE APPEALED. FURTHER, IF AN APPEAL IS FILED, THE AGGRIEVED PARTY MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE BOARD'S HEARING IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Steve Murdick - Code Officer
Code Enforcement
(321)-474-0809/ smurdick@cocoafl.org

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 8/3/2018
CASE: 17-907
ADDRESS: 2607 N Indian River Drive

To: **Inthanam, Xaysana N; Moscone, Joseph A**
2607 N Indian River Dr
Cocoa FL 32922

Notice of Non Compliance Hearing

Complainant	**Respondent(s)**
THE CITY OF COCOA,	**Inthanam, Xaysana N; Moscone, Joseph**
A Florida Municipal Corporation	Current Property Owner

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 8/16/2018, at 6:00pm or as soon thereafter possible, to determine whether Respondent has come into compliance with the Code Enforcement Board's previous order dated Broad Order Date, which is attached hereto. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

_____

Steve Murdick - Code Officer
Code Enforcement
(321)-474-0809/ smurdick@cocoafl.org

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-17-907 **Date: 08/4/21**

Xaysana Inthanam & Joseph Mascone

Site Address: 2607 N Indian River Dr.

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$25.16, Coordinator-$26.16, Manager-$38.64, Chief-$59.81 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	38	0.5	$25.16	$478.04
2	Code Manager	7	0.5	$38.64	$135.24
3					
				Total A1	$613.28

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	22	0.5	25.16	$553.52
2	Code Manager	9	0.5	38.64	$347.76
3					
				Total A2	$901.28

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	12	$26.16	$313.92
2	City Attorney	Case Duties	4	$150.00	$600.00
3	Chief	Board Hearings	4	$59.81	$239.24
4					
5					
				Total A3	$1,153.16

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	472	$0.35	$165.20
2	Large Envelope	40	$0.64	$25.60
3	Standard Envelope	12	$0.10	$1.20
4	Color Photo Prints	75	$0.45	$33.75
5	Standard Mail	5	$0.55	$2.75
6	Certified Mail	5	$5.26	$26.30
7	Recording Fees	4	$10.00	$40.00
8				
9				
			Total B	$294.80

C. Total Amount of Cost (A1+A2+A3+B): $2,962.52

This cost sheet does not include the expenses incurred by the City in the two court appeals involving the successful de

fense of the Code Enforcement Board's order.

Legislation Details (With Text)

File #:	21-657	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	9/27/2021			**In control:**	City Council
On agenda:	10/12/2021			**Final action:**	
Title:	Approve a Resolution recognizing October 18-24, 2021 as "Florida City Government Week". (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Government Week Resolution 2021.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 27, 2021
Agenda Date: October 14, 2021
Prepared By: Carie Shealy, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Approve a Resolution recognizing October 18-24, 2021 as " Florida City Government Week".

BACKGROUND:

During the recent Florida League of Cities Annual Conference, several federal, constitutional, and commemorative resolutions were adopted during their Annual Business Meeting, held on August 14, 2021. One of those resolutions was in support of Florida City Government Week.

Staff is requesting that Council adopt and support a Resolution recognizing October 18-24, 2021 as “Florida City Government Week”.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council has adopted Resolutions in the past recognizing “Florida City Government Week”.

RECOMMENDED MOTION:

Approve a Resolution recognizing October 18-24, 2021 as " Florida City Government Week".

RESOLUTION NO. 2021-096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, RECOGNIZING THE WEEK OF OCTOBER 18-24, 2021, AS "FLORIDA CITY GOVERNMENT WEEK" AND ENCOURAGE THE SUPPORT OF THIS CELEBRATION BY PARTICIPATING IN THE "MY CITY: I'M PART OF IT, I'M PROUD OF IT!" ACTIVITIES; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, city government is the government closest to the people and the one with the most direct daily impact upon its residents; and

WHEREAS, city government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of services provided by cities and their benefits; and

WHEREAS, the City of Cocoa, along with the Florida League of Cities, and other fellow cities have joined together to teach students and other citizens about municipal government through a variety of activities; and

WHEREAS, Florida City Government Week was created in 1991, and this year marks thirty years of recognizing the significant role played by city government in our lives.

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

Section 1. That the City of Cocoa encourages all city officials, city employees, school officials and citizens to participate in events that recognize and celebrate Florida City Government Week.

Section 2. The City of Cocoa supports and encourages all city governments to promote, sponsor and participate in "My City: I'm Part of It, I'm Proud of It!"

Section 3. A copy of this resolution be provided to Florida Governor Ron DeSantis, the Florida Cabinet, the Florida School

Boards Association and the membership of the Florida League of Cities, Inc.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 12th day of October, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	21-663	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	9/29/2021			**In control:**	City Council
On agenda:	10/12/2021			**Final action:**	
Title:	Consider the reappointment of Ms. Marilyn Green as a member of the Planning and Zoning Board through November 30, 2024. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Intent to Reapply.pdf P&Z Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 29, 2021
Agenda Date: October 26, 2021
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointment of Ms. Marilyn Green as a member of the Planning and Zoning Board through November 30, 2024.

BACKGROUND:

Ms. Marilyn Green has served on the Planning and Zoning Board since February, 2018. Her current term expires on November 30, 2021, and she has expressed a willingness to serve for another three years. Ms. Green meets all of the qualifications for serving on a City board.

A current Planning and Zoning Board roster is attached for Council's review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council appoints and reappointments members to City boards as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the reappointment of Ms. Marilyn Green as a member of the Planning and Zoning Board through November 30, 2024.

Oct 1, 2021

In response to inquiry by the Office of the City Clerk, I, Marilyn Green

✓ seek reappointment

___ do not seek reappointment

as a member of the Planning and Zoning Board for the City of Cocoa for a three-year term.

Sincerely,

Marilyn Green

Additional Comments: I have enjoyed my first term on the Cocoa P+Z Bd. In June I attended the Univ of FL Planning Officials Trng Program. I believe the P+Z Bd provides a pivotal role in supporting the City of Cocoa City Council in planning and growth management.

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

I ask to be reappointed to serve our wonderful City.

Thank you.

Planning & Zoning Board	**Meets Second Wednesday Every Month @ 6pm**			**Expirations in November**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Susan Mock	2121 Muskingum Ave. Cocoa, FL 32926 susanmock@att.net	321-632-6446 (hm)	12/2020 (replaced Larry Koss)	2023
Al Washington ***Vice Chairman (as of 2/2014)***	3018 Sandgate Court, Cocoa FL 32922-4434 al26wash@yahoo.com	636-1099 (H) 432-7567 (C)	12/20 Reappointed 11/17 Reappointed 10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 08/07 Appointed	2023
~~Trina Gilliam~~ ~~(Replaced Jack L. Moore)~~ ~~(Non-resident)~~ **VACANCY**	~~813 Temple St.~~ ~~Cocoa, FL 32922~~ ~~Trinagilliam71@gmail.com~~	~~978-432-9221~~ ~~321-221-7540 x 113 (work)~~	~~01/19 Appointed~~	~~2022~~
Marilyn Green (Replaced Jake Williams, Jr.)	104 Riverside Dr. #204 Cocoa, FL 32922 Mlgreen20@gmail.com	617-5554 (hm) 603-502-4632 (cell)	02/18 Appointed	2021
Michael Dobrin- ***Chairman (as of 2/2014)***	100 Riverside Drive #406, 32922-7864 MIKE-CONNIE@oleanderpointe.com	637-0884	11/20 Reappointed 11/17 Reappointed 10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 4/06 Appointed to fill unexpired term	2023
Jeri Blanco	PO Box 236402 Cocoa, FL 32923 Jeri.blanco@gmail.com	321-514-3531	01/2019 Appointed	2022
Russell Sengel	[redacted] rsengel@cfl.rr.com 321-863-3704 rsengel@cocoafl.org	[redacted]	11/19 Reappointed 11/16 Reappointed 10/13 Reappointed 03/13 appointed to fill term not renewed by S. Holmes and not accepted by Mr. Harvey	2022
Justin Simpson	2515 Stanford Dr. Cocoa, FL 32926 Justin.darrell.simpson88@gmail.com	907-347-1003	05/2021 Appointed	2024
Todd Anderson (non-resident)	6570 Pleasant Ave., Cocoa, FL 32927 toddpanderson@yahoo.com	403-7595 (cell~~)~~	02/2020 Appointed 11/16 Reappointed 1/28/14 appointed (to fill vacancy	2022

			left by Stephenson)	
Aleck Greenwood -1st Alternate	PO Box 1077 Cocoa, FL 32923 Agreenwood2@cfl.rr.com	321-917-3770	01/2019 Appointed	No expiration
Jesse Heredia – 2nd Alternate	3717 W Malory Ct. Cocoa, FL 32926 jheredia@davinci-consulting.biz	863-409-4848	05/2021 Appointed	No expiration
Debbie Joyce (Non-Voting Member)	3231 Nottingham Ln., Cocoa, FL 32926 Debbie32926@brighthouse.com Debbie3231nl@outlook.com	321-338-2047	03/2020 Appointed	No expiration
LIAISON	Councilman Hearn	474-1189	Updated 12/20	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY	Monica Arsenault	433-8488		

Legislation Details (With Text)

File #:	21-676	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	10/5/2021			**In control:**	City Council
On agenda:	10/12/2021			**Final action:**	
Title:	City Council discussion and direction related to the construction of a new access point to the Cocoa Conservation Area for a future cross-country course. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Final Letter Sent 7-14-21.pdf Trail Easement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 5, 2021
Agenda Date: October 12, 2021
Prepared By: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
City Council discussion and direction related to the construction of a new access point to the Cocoa Conservation Area for a future cross-country course.

BACKGROUND:

At the June 22, 2021, City Council Meeting, the City Council allocated $56,500 for the construction of an aluminum pedestrian bridge across the Range Road ditch, controlled access fencing, educational signage, and trail markers. The intent of this allocation was to create a new access point from Range Road to the Cocoa Conservation Area (CCA) to provide a direct link from Cocoa High School to the CCA. The proposed plan required an easement from a private property owner (Parcel ID 24-35-24-00 -759) directly south of the Cocoa Bay neighborhood and an easement from the Eastern Florida State College (EFSC) property, located on the southeast corner of Range Rd and Tiger Trail. While funding was allocated for aluminum pedestrian bridge, controlled access fencing, educational signage, and trail markers, no funding was provided to acquire the easement from the private property owner. The City received a response after the second certified letter was sent to the private owner and began discussions about the donation of a 15’ wide easement area on the northern edge of the property to the City. The owner of the parcel has requested $20,000 for this easement. Since there was no funding for the acquisition of property or easements, Staff is requesting the Council to either allocate the additional funding needed for this easement area or appropriate the $56,500 previously set aside to another Council initiative.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	No

PREVIOUS ACTION:

City Council approved funding $39,000 for an aluminum pedestrian bridge, $10,000 for controlled access fencing, and $7,500 for educational signage and trail markers at the June 22, 2021, City Council Meeting.

RECOMMENDED MOTION:

City Council discussion and direction related to the construction of a new access point to the Cocoa Conservation Area for a future cross-country course.

Public Works
155 Wilson Ave. I Cocoa, FL 32922
Phone: (321) 433-8770 I Fax: (321) 504-0922

July 9, 2021

Mr. William Ray Miller
736 Wade Road,
Seymour, TN 37865

Dear Mr. Miller,

The City of Cocoa is looking to enhance the Cocoa Conservation Area, which is the large forested area directly west of your property on Range Road in Cocoa, Florida, Tax Parcel ID 24-35-24-00-759. As part of this enhancement, the City is looking to install a pedestrian bridge across the stormwater ditch on Range Road to tie into a newly established cross-country trail that could be utilized by the public. In order to make this happen, the City would need to utilize about 15' on the northern edge of your property that abuts the Cocoa Bay Subdivision to provide a trail connection. Therefore, the City of Cocoa is seeking a 15' wide trail access easement along the northern boundary of your property. Please let me know if you are amenable to this request. I have attached a draft access easement for your information, along with an exhibit showing the requested easement area. The City would seek to fence this area, install an access gate, and would perform any work necessary to establish and maintain this trail. The City of Cocoa or its designee or volunteers would open and close the access gate as is already done for other trailhead locations in the Cocoa Conservation Area.

Please let me know if you have any questions or concerns related to this request. The City is open to discussing the specific terms of the proposed easement. My information is below and I would be happy to discuss this project with you.

Sincerely,

Bryant Smith III, P.E., CFM
Director of Public Works / City Engineer
City of Cocoa
bsmith@cocoafl.org I 321-433-8770

Dana Blickley, CFA
PROPERTY APPRAISER
Brevard County

Exhibit A

1:2,000
0 130 260 520 ft
0 37.5 75 150 m

N W E S



All BCPAO maps and/or map applications are maintained for assessment and illustrative purposes only and do not represent surveys, plats, or any other legal instrument. Likewise, measurement and location tools are for assessment and illustrative purposes only and do not necessarily reflect real-world conditions. Due to the nature of Geographic Information Systems (GIS) and cadastral mapping, map layers may not precisely align and may not represent precise location, shape, and/or legal boundaries. Only a Florida-licensed surveyor can determine legally-relevant property boundaries, elevation, distance, area, and/or location in Florida.

Map created July 2, 2021 (map data dates may vary)

Return to:
Carie Shealy, City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922
Parcel ID: 24-36-32-05-B-1

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "**Easement**") is made the last date signed below, by _____, a _____, which has a mailing address of _____ (hereinafter "**Grantor**") in favor of the **City of Cocoa**, a Florida municipal corporation, having a mailing address of 65 Stone Street, Cocoa, Florida 32922 (hereinafter "**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the sole owner of certain real property located within the City of Cocoa, located at _____, which is legally described in **Exhibit A** (hereinafter "Grantor's Property"); and

WHEREAS, Grantee desires to construct and maintain a trail for pedestrian and nonmotorized vehicle access at the _____; and

WHEREAS, Grantor desires to convey a perpetual, non-exclusive easement over, under, and across a portion of Grantor's Property, for purposes of allowing Grantee to construct, install and maintain a trail at _____; and

NOW, THEREFORE, in consideration of the enumerated purposes stated herein, and mutual covenants, terms and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor provides as follows:

1. Recitals. The foregoing recitals are hereby incorporated herein by this reference.

2. Grant of Easement. Grantor hereby voluntarily grants and conveys to Grantee, and its successors, and assigns, subject to any previous duly recorded easements or grants of record, a perpetual, non-exclusive easement over, under, through, and across a portion of Grantor's Property described on **Exhibit A**, the easement area being depicted graphically and legally described in **Exhibit B,** a copy of which is attached hereto and incorporated herein by this reference (hereinafter "**Easement Area**"). Said Easement shall be of the nature and character and to the extent hereinafter set forth.

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3. Purpose of Easement. This Easement is granted for the express purpose of allowing Grantee to use and perform the following:

A. Construct and maintain a trail for public pedestrian and nonmotorized vehicle use over, under, and across the Easement Area and to harmonize the surrounding ground surface with the trail;

B. Provide Grantee unconditional ingress and egress to, over, under and from the Easement Area for the purposes stated herein.

4. Rights of Grantee. To accomplish the purposes stated above, and at Grantee's expense, the following rights are conveyed to the Grantee by this Easement:

A. To clear, excavate, construct, operate, alter, improve, repair, replace, inspect and maintain a public access trail and any additional appurtenant improvements authorized hereunder over, under, and across the Easement Area for the use of the public;

B. To harmonize the ground surface of the Easement Area with the construction of the trail. Such harmonizing shall consist of excavation or placement of fill dirt or vegetation, and the maintenance thereof, which the Grantee deems necessary or convenient in connection therewith;

C. To repair and maintain the trail and related harmonizing improvements made by Grantee hereunder;

D. To cut, trim, and keep clear such trees, brush, and undergrowth that might hinder or prohibit the use of the Easement Area for the purposes set forth herein;

E. To enjoy all other rights and privileges reasonably and customarily necessary or convenient for Grantee’s safe and efficient operation, maintenance, and/or repair of the public access trail;

F. To restore, or cause to be restored, the surface and subsurface of the Easement Area to the condition said Property was in prior to the performance of any construction, reconstruction, replacement, removal, enlargement, operation, inspection, maintenance, repair improvement, relocation or any other use or work contemplated by this Easement. Any such restoration shall be in a workman like manner acceptable to the Grantor. Grantee shall use its best efforts in its use of the Easement Area to not interfere with use by Grantor, its tenants, guests and invitees;

G. To prevent any activity on or use of the Easement Area that is inconsistent with the purpose of the Easement, and to require the restoration of areas or features of the Easement Area that may be damaged by an inconsistent activity or use;

H. To use this Easement for ingress and egress to the defined improvements; and

I. To take any civil action deemed necessary, at the Grantee's sole and absolute discretion, to protect and preserve the Easement granted hereunder.

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5. Permits. The parties acknowledge that certain local, state, and federal permits may be required from time to time for purposes of constructing, operating, and maintaining the improvements and other incidental appurtenances and accessory structures referred to herein. Grantor, as fee simple owner of the Grantor's Property, hereby agrees to allow Grantee to make application for said permits and also agrees to join in any said permit (as signatory or otherwise) when required by any permitting agency for issuance of the permit. Notwithstanding, Grantee shall be solely responsible and liable for all permit fees and related costs, and for complying with any local, state, or federal permit requirements, obligations, and duties (if any) related to the construction, operation, and maintenance of the improvements and other incidental appurtenances and accessories thereto.

6. Easement Runs with the Land. This Easement shall remain a charge against the Grantor's Property. Therefore, this Easement shall run with the land and be automatically assigned by any deed or other conveyance conveying a portion of the Grantor's Property relating to this Easement, even though conveyance makes no reference to this Easement as such.

7. Attorney's Fees. In the event of any legal action arising under this Easement between the parties, each party shall be responsible for its own attorney's fees, court costs, and expenses, through all appellate proceedings.

8. Recordation. Grantee shall record this instrument in a timely fashion in the Official Records of Brevard County, Florida and may re-record it at any time as may be required to preserve its rights in this Easement.

9. Successors. The covenants, terms, conditions, rights, and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property.

10. Grantor's Use of Easement. Subject to and conditioned upon the provisions of Paragraphs 3 and 4 of this Easement Agreement, Grantor hereby reserves for itself the right to use the Easement Area; provided, however, that Grantor's use may not (i) violate any provision of this Easement Agreement, or (ii) unreasonably interfere with any of Grantee's easements, rights or interest under this Easement.

11. Grantor's Representations and Warranties. Grantor hereby agrees and makes the following representations and warranties to Grantee:

A. Grantor is lawfully seized of said Grantor's Property in fee simple and has full and lawful authority to execute this Easement, grant the Easement to Grantee, and bind the Grantor's Property as set forth herein.

B. The Grantor's Property is free of any and all encumbrances, except zoning restrictions and prohibitions and other requirements imposed by government authority and other encumbrances which are recorded in the public records of Brevard County, Florida.

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C. Grantor shall pay any and all taxes that are levied on Grantor's Property, from time to time, as said taxes and assessments come due. The improvements contemplated to be made on this Easement are for a public purpose and therefore not considered as being subject to taxation. If said public improvements are assessed taxes, Grantee will be responsible for the payment of taxes attributed specifically to the public improvements.

D. Grantor hereby warrants the title to the Easement granted hereunder over, under, and across the Grantor's Property and will defend the same against lawful claims of all persons whomever.

12. Sovereign Immunity. Notwithstanding any other provision set forth in this Easement Agreement, nothing contained in this Easement 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 Easement 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). This paragraph shall survive termination of this Easement Agreement.

13. Liability. To the extent permitted by law, and without waiving Grantee's right to sovereign immunity, each party to this Easement Agreement shall be responsible for any and all claims, demands, suits, actions, damages and causes of action related to or arising out of or in any way connected with its own actions and omissions, and the action of its personnel and agents, in performing their obligations and responsibilities under this Easement Agreement.

14. Injunctive Relief. The parties agree that, in the event of default, there may not be an adequate remedy at law, and therefore, in addition to any other available legal remedies that may be available, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction.

15. Notice. All notices, demands, requests, consents, approvals or other communications (collectively, "**Notices**") required or permitted to be given hereunder or which are given with respect to this Easement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO GRANTEE:

Attn: City Manager

DRAFT

City of Cocoa, Florida

65 Stone Street

Cocoa, FL 32922

TO GRANTOR:

_____

_____

_____

_____

or to such other address as such party shall have specified most recently by like Notice. The aforesaid attorneys for the parties hereto are hereby respectively authorized to give any Notice permitted under this Easement. 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.

16. **Governing Law and Venue**. This Easement Agreement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Brevard County, Florida. The parties agree that the Easement Agreement was consummated in Brevard County, and the site of the easement is in Brevard County, Florida.

17. **Entire Agreement.** This Easement Agreement constitutes the full and entire agreement between the parties hereto and supersedes any oral or written prior communications between the parties related to the subject matter contained in this easement.

18. **Modifications.** This Easement Agreement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns heirs, or representatives thereto.

19. **Duty of Noninterference.** Grantor agrees not to interfere or allow others to interfere with Grantee's rights to use the Grantor's Property, including as specifically set forth herein. Grantor agrees not to permit or allow the construction or erection of any building or structure or the planting of any trees which may cause damage to the trail within the Easement Area without prior written consent of the Grantee; it being expressly understood and agreed, however, that this Easement is non-exclusive and that Grantor shall have the authority to use and to authorize others to use the Grantor's Property in any manner which is not inconsistent with this Easement.

20. **Termination.** The parties agree that this Easement is intended to be perpetual. However, in the event the Grantee determines, at its sole discretion, that it no longer requires the

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property for improvements described herein, Grantee, at Grantor's written request, agrees to execute an appropriate written instrument to terminate this Easement.

21. **Severability**. If any provision, or a portion thereof, of this Easement Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Easement Agreement or the application of such provision, or portion thereof, to any persons or circumstances shall not be affected thereby and the remainder of this Easement Agreement shall be given effect as if such invalid, inoperative or unenforceable portion has not been included; such invalid, inoperative or unenforceable provision, or portion thereof, or the application thereof to any person or circumstances, shall not be given effect.

IN WITNESS WHEREOF, Grantor and Grantee set their respective hands on the day and year above written.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

WITNESSES:

_____ _____

Print Name: _____ Its:_____

_____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) online notarization or (___) physical presence, this ____ day of _____, 2021, by _____, as _____ , who is ___ personally known to me or ____who has produced _____ as identification.

_____

Notary Public

PRINT/TYPE NAME: _____

DRAFT

Notary Public in and for the County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

WITNESSES: **CITY OF COCOA, FL**

_____ _____
Print Name: _____ Mayor Michael C. Blake

_____
Print Name: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) online notarization or (___) physical presence, this ____ day of _____, 2021, by **Michael C. Blake**, as Mayor of Cocoa, who is ___ personally known to me or ___who has produced _____ as identification.

_____
Notary Public
PRINT/TYPE NAME: _____
Notary Public in and for the County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

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EXHIBIT A

GRANTOR'S PROPERTY

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EXHIBIT B

EASEMENT AREA

DRAFT

Return to:
Carie Shealy, City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922
Parcel ID: 24-36-32-05-B-1

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "**Easement**") is made the last date signed below, by _____, a _____, which has a mailing address of _____ (hereinafter "**Grantor**") in favor of the **City of Cocoa**, a Florida municipal corporation, having a mailing address of 65 Stone Street, Cocoa, Florida 32922 (hereinafter "**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the sole owner of certain real property located within the City of Cocoa, located at _____, which is legally described in **Exhibit A** (hereinafter "Grantor's Property"); and

WHEREAS, Grantee desires to construct and maintain a trail for pedestrian and nonmotorized vehicle access at the _____; and

WHEREAS, Grantor desires to convey a perpetual, non-exclusive easement over, under, and across a portion of Grantor's Property, for purposes of allowing Grantee to construct, install and maintain a trail at _____; and

NOW, THEREFORE, in consideration of the enumerated purposes stated herein, and mutual covenants, terms and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor provides as follows:

1. Recitals. The foregoing recitals are hereby incorporated herein by this reference.

2. Grant of Easement. Grantor hereby voluntarily grants and conveys to Grantee, and its successors, and assigns, subject to any previous duly recorded easements or grants of record, a perpetual, non-exclusive easement over, under, through, and across a portion of Grantor's Property described on **Exhibit A**, the easement area being depicted graphically and legally described in **Exhibit B,** a copy of which is attached hereto and incorporated herein by this reference (hereinafter "**Easement Area**"). Said Easement shall be of the nature and character and to the extent hereinafter set forth.

DRAFT

3. Purpose of Easement. This Easement is granted for the express purpose of allowing Grantee to use and perform the following:

A. Construct and maintain a trail for public pedestrian and nonmotorized vehicle use over, under, and across the Easement Area and to harmonize the surrounding ground surface with the trail;

B. Provide Grantee unconditional ingress and egress to, over, under and from the Easement Area for the purposes stated herein.

4. Rights of Grantee. To accomplish the purposes stated above, and at Grantee's expense, the following rights are conveyed to the Grantee by this Easement:

A. To clear, excavate, construct, operate, alter, improve, repair, replace, inspect and maintain a public access trail and any additional appurtenant improvements authorized hereunder over, under, and across the Easement Area for the use of the public;

B. To harmonize the ground surface of the Easement Area with the construction of the trail. Such harmonizing shall consist of excavation or placement of fill dirt or vegetation, and the maintenance thereof, which the Grantee deems necessary or convenient in connection therewith;

C. To repair and maintain the trail and related harmonizing improvements made by Grantee hereunder;

D. To cut, trim, and keep clear such trees, brush, and undergrowth that might hinder or prohibit the use of the Easement Area for the purposes set forth herein;

E. To enjoy all other rights and privileges reasonably and customarily necessary or convenient for Grantee’s safe and efficient operation, maintenance, and/or repair of the public access trail;

F. To restore, or cause to be restored, the surface and subsurface of the Easement Area to the condition said Property was in prior to the performance of any construction, reconstruction, replacement, removal, enlargement, operation, inspection, maintenance, repair improvement, relocation or any other use or work contemplated by this Easement. Any such restoration shall be in a workman like manner acceptable to the Grantor. Grantee shall use its best efforts in its use of the Easement Area to not interfere with use by Grantor, its tenants, guests and invitees;

G. To prevent any activity on or use of the Easement Area that is inconsistent with the purpose of the Easement, and to require the restoration of areas or features of the Easement Area that may be damaged by an inconsistent activity or use;

H. To use this Easement for ingress and egress to the defined improvements; and

I. To take any civil action deemed necessary, at the Grantee's sole and absolute discretion, to protect and preserve the Easement granted hereunder.

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5. Permits. The parties acknowledge that certain local, state, and federal permits may be required from time to time for purposes of constructing, operating, and maintaining the improvements and other incidental appurtenances and accessory structures referred to herein. Grantor, as fee simple owner of the Grantor's Property, hereby agrees to allow Grantee to make application for said permits and also agrees to join in any said permit (as signatory or otherwise) when required by any permitting agency for issuance of the permit. Notwithstanding, Grantee shall be solely responsible and liable for all permit fees and related costs, and for complying with any local, state, or federal permit requirements, obligations, and duties (if any) related to the construction, operation, and maintenance of the improvements and other incidental appurtenances and accessories thereto.

6. Easement Runs with the Land. This Easement shall remain a charge against the Grantor's Property. Therefore, this Easement shall run with the land and be automatically assigned by any deed or other conveyance conveying a portion of the Grantor's Property relating to this Easement, even though conveyance makes no reference to this Easement as such.

7. Attorney's Fees. In the event of any legal action arising under this Easement between the parties, each party shall be responsible for its own attorney's fees, court costs, and expenses, through all appellate proceedings.

8. Recordation. Grantee shall record this instrument in a timely fashion in the Official Records of Brevard County, Florida and may re-record it at any time as may be required to preserve its rights in this Easement.

9. Successors. The covenants, terms, conditions, rights, and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property.

10. Grantor's Use of Easement. Subject to and conditioned upon the provisions of Paragraphs 3 and 4 of this Easement Agreement, Grantor hereby reserves for itself the right to use the Easement Area; provided, however, that Grantor's use may not (i) violate any provision of this Easement Agreement, or (ii) unreasonably interfere with any of Grantee's easements, rights or interest under this Easement.

11. Grantor's Representations and Warranties. Grantor hereby agrees and makes the following representations and warranties to Grantee:

A. Grantor is lawfully seized of said Grantor's Property in fee simple and has full and lawful authority to execute this Easement, grant the Easement to Grantee, and bind the Grantor's Property as set forth herein.

B. The Grantor's Property is free of any and all encumbrances, except zoning restrictions and prohibitions and other requirements imposed by government authority and other encumbrances which are recorded in the public records of Brevard County, Florida.

DRAFT

C. Grantor shall pay any and all taxes that are levied on Grantor's Property, from time to time, as said taxes and assessments come due. The improvements contemplated to be made on this Easement are for a public purpose and therefore not considered as being subject to taxation. If said public improvements are assessed taxes, Grantee will be responsible for the payment of taxes attributed specifically to the public improvements.

D. Grantor hereby warrants the title to the Easement granted hereunder over, under, and across the Grantor's Property and will defend the same against lawful claims of all persons whomever.

12. Sovereign Immunity. Notwithstanding any other provision set forth in this Easement Agreement, nothing contained in this Easement 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 Easement 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). This paragraph shall survive termination of this Easement Agreement.

13. Liability. To the extent permitted by law, and without waiving Grantee's right to sovereign immunity, each party to this Easement Agreement shall be responsible for any and all claims, demands, suits, actions, damages and causes of action related to or arising out of or in any way connected with its own actions and omissions, and the action of its personnel and agents, in performing their obligations and responsibilities under this Easement Agreement.

14. Injunctive Relief. The parties agree that, in the event of default, there may not be an adequate remedy at law, and therefore, in addition to any other available legal remedies that may be available, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction.

15. Notice. All notices, demands, requests, consents, approvals or other communications (collectively, "**Notices**") required or permitted to be given hereunder or which are given with respect to this Easement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO GRANTEE:

Attn: City Manager

DRAFT

City of Cocoa, Florida

65 Stone Street

Cocoa, FL 32922

TO GRANTOR:

_____

_____

_____

_____

or to such other address as such party shall have specified most recently by like Notice. The aforesaid attorneys for the parties hereto are hereby respectively authorized to give any Notice permitted under this Easement. 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.

16. **Governing Law and Venue**. This Easement Agreement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Brevard County, Florida. The parties agree that the Easement Agreement was consummated in Brevard County, and the site of the easement is in Brevard County, Florida.

17. **Entire Agreement.** This Easement Agreement constitutes the full and entire agreement between the parties hereto and supersedes any oral or written prior communications between the parties related to the subject matter contained in this easement.

18. **Modifications.** This Easement Agreement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns heirs, or representatives thereto.

19. **Duty of Noninterference.** Grantor agrees not to interfere or allow others to interfere with Grantee's rights to use the Grantor's Property, including as specifically set forth herein. Grantor agrees not to permit or allow the construction or erection of any building or structure or the planting of any trees which may cause damage to the trail within the Easement Area without prior written consent of the Grantee; it being expressly understood and agreed, however, that this Easement is non-exclusive and that Grantor shall have the authority to use and to authorize others to use the Grantor's Property in any manner which is not inconsistent with this Easement.

20. **Termination.** The parties agree that this Easement is intended to be perpetual. However, in the event the Grantee determines, at its sole discretion, that it no longer requires the

DRAFT

property for improvements described herein, Grantee, at Grantor's written request, agrees to execute an appropriate written instrument to terminate this Easement.

21. **Severability**. If any provision, or a portion thereof, of this Easement Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Easement Agreement or the application of such provision, or portion thereof, to any persons or circumstances shall not be affected thereby and the remainder of this Easement Agreement shall be given effect as if such invalid, inoperative or unenforceable portion has not been included; such invalid, inoperative or unenforceable provision, or portion thereof, or the application thereof to any person or circumstances, shall not be given effect.

IN WITNESS WHEREOF, Grantor and Grantee set their respective hands on the day and year above written.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

WITNESSES:

_____ _____

Print Name: _____ Its:_____

_____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) online notarization or (___) physical presence, this ____ day of _____, 2021, by _____, as _____ , who is ___ personally known to me or ____who has produced _____ as identification.

_____

Notary Public

PRINT/TYPE NAME: _____

DRAFT

Notary Public in and for the County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

WITNESSES: **CITY OF COCOA, FL**

_____ _____
Print Name: _____ Mayor Michael C. Blake

_____
Print Name: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) online notarization or (___) physical presence, this ____ day of _____, 2021, by **Michael C. Blake**, as Mayor of Cocoa, who is ___ personally known to me or ___who has produced _____ as identification.

_____
Notary Public
PRINT/TYPE NAME: _____
Notary Public in and for the County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

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EXHIBIT A

GRANTOR'S PROPERTY

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EXHIBIT B

EASEMENT AREA

DRAFT

Legislation Details (With Text)

File #:	21-669	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/1/2021			**In control:**	City Council
On agenda:	10/12/2021			**Final action:**	
Title:	Calls for service provided by the Cocoa Fire Rescue Department for the month of September 2021. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	September 2021 Call for Service By Incident Type.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 1, 2021
Agenda Date: October 12, 2021
Prepared By: Samuel Byrd, Deputy Fire Chief
Through: Jonathan Lamm, Fire Chief
Requested Action:
Informational Item Only

BACKGROUND:

Fire Incident Summary Report for September 2021.

STRATEGIC PLAN CONNECTION:

Public Safety- Enhancing the public awareness to the calls for service provided by the Cocoa Fire Rescue Department for the month of September.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Information Only

powered by Legistar™

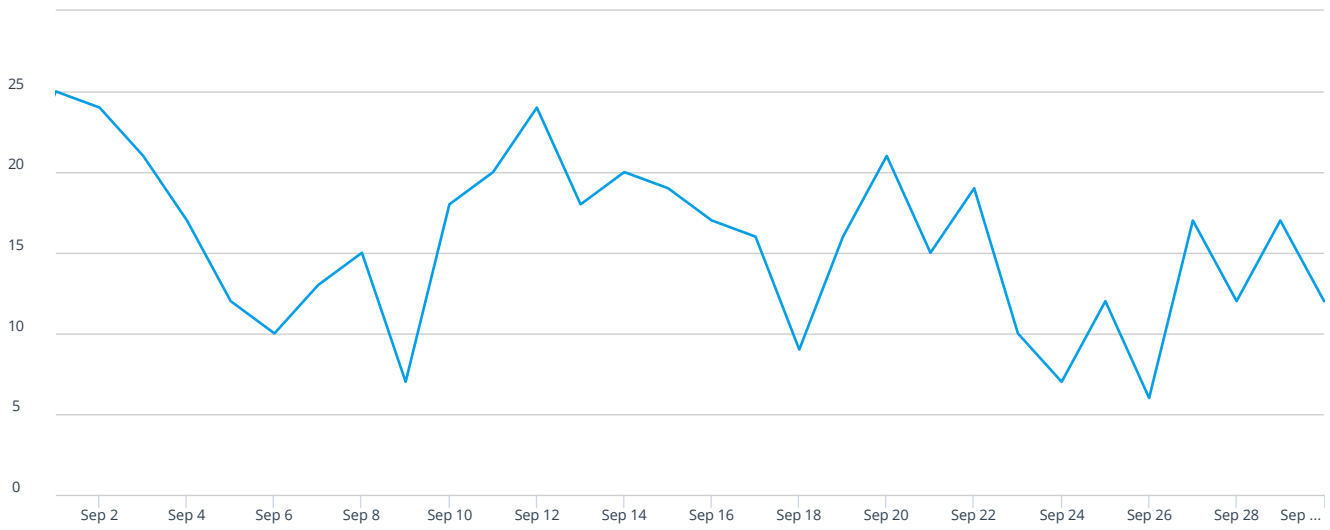
Custom Sep 1, 2021 - Sep 30, 2021

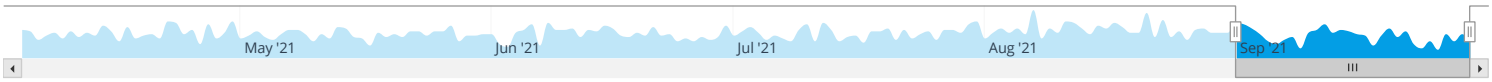
32%
FIRE
Percentage of Total Incidents

68%
EMS
Percentage of Total Incidents

469
INCIDENTS
In Selected Time Slice

30
DAYS
In Selected Time Slice





Counts | % Rows | % Columns | % All

Week Ending	9/5/21	9/12/21	9/19/21	9/26/21	10/3/21	10/10/21	10/17/21	10/24/21	10/31/21	11/7/21	11/14/21	11/21/21	11/28/21	Total
(11) Structure Fire	3	2	1	1										7
(15) Outside rubbish fire		1	1											2
(30) Rescue, emergency medical call (EMS), other	8	5	13	1	2									29
(31) Medical assist	1		2	1										4
(32) Emergency medical service (EMS) incident	56	61	73	57	38									285
(40) Flammable gas or liquid condition, other		1												1
(41) Combustible/f.. spills & leaks	1													1
(42) Chemical release, reaction, or toxic condition			1											1
(44) Electrical wiring/equipm. problem		1		1	1									3
(51) Person in distress				1										1
(53) Smoke, odor problem	1													1
(54) Animal problem or rescue	1													1
(55) Public service assistance	11	17	10	6	2									46
(60) Good intent call, other	2			1	1									4
(61) Dispatched and canceled en route	10	14	10	15	10									59

Week Ending	9/5/21	9/12/21	9/19/21	9/26/21	10/3/21	10/10/21	10/17/21	10/24/21	10/31/21	11/7/21	11/14/21	11/21/21	11/28/21	Total
(62) Wrong location, no emergency found		2			2									4
(65) Steam, other gas mistaken for smoke				2	1									3
(70) False alarm and false call, other	1	1	2	2	1									7
(73) System or detector malfunction	1	1	2											4
(74) Unintentional system/detect... operation (no fire)	2	1		2										5
NULL	1													1
Total	99	107	115	90	58									469

Legislation Details (With Text)

File #:	21-680	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/6/2021			**In control:**	City Council
On agenda:	10/12/2021			**Final action:**	
Title:	Informational agenda item to show an overview of the history of Grants for the City over the past 6 years. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Grant History Spreadsheet - FY16 - FY22.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 6, 2021
Agenda Date: October 12, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
Requested Action:
Informational agenda item to show an overview of the history of Grants for the City over the past 6 years.

BACKGROUND:

The Grants Administrator prepared the attached spreadsheet on the History of Grants FY2016-FY2022. This informational agenda item shows the financial impact that grants have had on the City, over the past 6 years.

The attached spreadsheet has three sections:

Section 1. Grants Awarded FY16 to FY22

During this time, the City received 44 grants.

The total amount of Grant funding awarded was: $6,085,570.38
The total City match: $4,054,146.29

The total of these projects was: $10,139,716.67

This shows Grant related projects as over ten million dollars in six years.

Section 2. Grants Pending or Not Awarded FY16 to FY22

Not all grants are funded. During this time, the City has submitted an additional 16 grants. 11 of these were unfunded, with 5 still pending for FY22.

The total amount of grants not funded:	$6,980,696.49
The total amount of Grants Pending:	$1,790,173.73

Section 3. Statuses of the Three Hurricanes (Matthew, Irma, and Dorian)

During this time, the City has gone through three hurricanes in which it received damages.

Hurricane Matthew - This hurricane is pending closeout status with FEMA.

Cost of Damage:	$543,594.49
Federal Reimbursement:	$329,385.98
State Reimbursement:	$52,738.96
City's Portion:	$161,469.55

Hurricane Dorian - This hurricane is pending closeout status with FEMA.

Cost of Damage:	$187,647.21
Federal Reimbursement:	$140,345.38
State Reimbursement:	$23,390.90
City's Portion:	$23,910.93

Hurricane Irma - The majority of the damages from this hurricane have been paid. However, the large damages at the Riverfront Park are still pending reimbursement.

Cost of Damage:	$6,054,798.84
Federal Reimbursement Received:	$1,619,806.52
State Reimbursement Received:	$88,439.17
Reimbursements Outstanding:	$2,087,807.47
City's Portion:	$2,444,126.16

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

None

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PREVIOUS ACTION:
None

RECOMMENDED MOTION:
Informational agenda item to show an overview of the history of Grants for the City over the past 6 years.

FORTINET

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