City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda

Tuesday, October 10, 2023

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 23-624 Approve the Agenda for the Regular City Council Meeting of October 10, 2023 as written or with amendments.

Attachments: 10-10-23 Short Agenda.pdf

MINUTES:

II.2(a) 23-638 Approval of the Minutes for the Regular City Council Meeting of August 22, 2023 as written or with amendments.

Attachments: 08-22-2023 Minutes ADA.pdf
Exhibit A - 8-22-2023 Public Hearings 2-9.pdf
Form 8B for Mayor Blake (915 Florida Avenue items) (2).pdf

II.2(b) 23-639

Attachments: 08-22-2023 Special Meeting Minutes ADA.pdf
Exhibit A - FY24 Budget Presentation 8-22 (1).pdf

III. AWARDS AND PRESENTATIONS:

III.1 23-630 Proclamation for Customer Service Week

Attachments: Proclamation for Customer Service Week.docx.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 three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

V.1 23-458

Request Council to award Bid # B 22-15R-COC to the lowest responsive bidder Cathcart Construction Company for the Fiske Blvd and Broadmoor Acres Drainage Improvements in the amount of $5,471,015 and execute the construction agreement. Approve a Project Contingency Resolution for approval of any Change Orders not to exceed $547,102. Authorize the City Manager and City Attorney to finalize and sign the construction contract, execute amendments and extensions to the agreement within approved contingency. Grant the City Manager the Authority to Amend the Budget from FY23 into FY24.

Attachments:
- B-22-15R-COC Bid Tab.pdf
- ITB B-22-15R-COC - Fiske Blvd. Roadway and Broadmoor Acres Drainage Imp
- Addendum 1 QA.pdf
- Construction Contingency Resolution 2023-111.docx
- B-22-15R-COC Construction Agreement.v2.CCC-FLpartiallysigned.pdf
- 4337-428-R MOD#1-Executed Contract 8-26-2023.pdf
- BAF 23-101-IFT-FN-Fiske-Broadmoor Acres Drainage (8-8-23)1 of 2 -Agenda 2
- BAF 23-101-IFT-FN-Fiske-Broadmoor Acres Drainage (8-8-23)2 of 2-Agenda 2

V.2 23-560

Approve a Resolution Amending the FY24 Budget, BAF#24-004-A, to add funds to the State Housing Initiative Partnership program and the City's Fiscal Year 2024 budget in the amount of $14,691.

Attachments:
- SHIP HHRP Allocation1.pdf
- SHIP HHRP Allocation #2.pdf
- Budget Resolution FY 2023-112 ADA Compliant.docx
- BAF 24-004-A-CS-SHIP-HHRP (10-10-2023)-FY24.pdf

V.3 **23-590**

To Approve Task Order 2024-02 with Carollo Engineers, Inc., Orlando, Florida, for Critical Information Technology Infrastructure; To Approve a Resolution Amending the FY24 Budget, BAF #24-006-T.

*******This Item is Confidential per FS 119.0725 and Not for Public Release*******

Attachments:
- Confidential_TO-CAROLLO $195,400.60 - UT-SELLERS.pdf
- Confidential_PROPOSAL.pdf
- Confidential_AGREEMENT.pdf
- BAF 24-006-T-UT-SCADA Maintenance (10-10-23) Agenda 23-590.pdf
- Budget Resolution FY 2023-113 ADA Compliant.docx

V.4 23-601 To Approve Change Order #4 to Purchase Order 77494 with Kirwin Norris, PA, for on-going legal and related expert services regarding two pending lawsuits against Brandes Design-Build for Issues with the Jerry Sellers Tank Coating Failure/Repairs and Industrial Park Interior Coating Failure/Repairs.

Attachments: 77494.pdf
77494-1.pdf
77494-2.pdf
77494-3.pdf
Approved Billing and Fee Arrangements 2020-02-27-154943 (2).pdf

V.5 23-609 Approve a Resolution Amending the FY24 Budget, BAF#24-008-A, to Accept HVE Grant Revenue for $5,000 in Overtime for High Visibility Enforcement (HVE) activities implemented to mitigate crashes.

Attachments: 433144-1-8404 G2M61 City of Cocoa Contract Executed 21Sept2023.pdf
Budget Resolution FY 2023-114ADA Compliant.docx
BAF 24-008-A-PD-HVE Grant Award (10-10-23)-Agenda 23-609.pdf

V.6 23-613 Approve a Resolution Amending the FY24 Budget, BAF#24-007-A, for the 15PBJA-23-GG-03233 JAG Grant Award in the amount of $15,572 and Approve Expenditure for Printers and Cases to CDW using the Sourcewell 081419-CDW contract.

Attachments: 081419-CDW - Price Information.pdf
CDW 081419-Contract Extension.pdf
CDW Contract 081419.pdf
JAG Grant quote NNWF124.pdf
JAG Grant Award Announcement.pdf
Budget Resolution FY 2024- ADA Compliant.docx
BAF 24-007-A-PD-JAG Grant Award (10-10-2023) Agenda 23-613.pdf

MULTI-YEAR CONTRACTS:

V.7(b) 23-610 To Approve a Multi-Year Task Order 2024-38 with Jacobs Engineering Group, Inc. (Jacobs) for the Dyal Groundwater Membrane Treatability Study

Attachments: Confidential TO.pdf
Confidential Agreement.pdf
Confidential 1st Amendment.pdf
Confidential Track Sheet.pdf

V.8(b) 23-620 Request approval of a Multi-Year Crossing Agreement between Florida East Coast Railway, LLC (FECR), City of Cocoa (Licensee), and Brightline Trains Florida LLC (Brightline); Authorize the City Mayor to execute the Agreement.

Attachments: City of Cocoa-FEC-BL-Crossing Agreement Modification Agreement-Final.pdf
Crossings Maintenance Costs.xlsx

VI. PUBLIC HEARINGS:

VI.1 23-603 Conduct a Public Hearing to accept the Assessment of Fair Housing (AFH) analysis and report and hold a public hearing on the adoption of the 2023-2028 Affirmatively Furthering Fair Housing (AFFH) Plan, for the City's Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) grant programs.

Attachments: Brevard County AFH Draft 8.22.2023.pdf
AFH NOTICE_20230824091622.pdf

VI.2 23-625 Adopt on **SECOND READING** Ordinance 17-2023, an Expedited State Review Comprehensive Plan Text Amendment to expand the very limited geographic area by which vertical mixed-use projects may be built at 125-units per acre, to include a +/- 4.32 acre parcel of City-owned land located at 915 Florida Ave., Cocoa, Florida (Brevard County Tax Parcel ID 24-36-33-80-23).

Attachments: Ordinance No. 17-2023 _ Future Land Use Amendment _ 915 Florida Ave.pdf
CTY. COCOA 23-03ESR (P) (002).pdf
PZ PPT Presentation RVi 915 Florida Ave FLU Council - Adoption.pptx
Exhibit A - 915 Florida Avenue Location Map.pdf
Exhibit B - 915 Florida Avenue FLU Map.pdf
Exhibit C - Proposed 915 Florida Avenue FLU-2.pdf
Exhibit D - Regulating Plan Map Adopted 9/12/23.pdf
Exhibit E - Excerpts of 2022 CRA Plan 1.pdf
Exhibit F - School Board Letter.pdf
Legal Ad Oct 10 CC

VI.3 23-634 Pass on **FIRST READING** Ordinance 20-2023, a Zoning Text Amendment on the Landscaping, Land Clearing, Tree Protection and Replacement Standards of the City Code, providing for a repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability and an effective date.

Attachments: Ordinance No. 20-2023 - Amending Tree Preservation - CC First Reading
Legal Ad (Ord 20-2023).pdf

VI.4 23-636 Pass on **FIRST READING** of Ordinance 21-2023, a Land Development Code Amendment to Appendix A, Article XI, Section 22 of the Zoning Ordinance of the City of Cocoa to allow Large Scale Commercial/Mixed-Use Buildings on certain properties within the Cocoa Waterfront Overlay District.

Attachments: Ordinance 21-2023.pdf
Exhibit A - Proposed Update to Regulating Plan.pdf
Exhibit B - 430 Brevard Av.pdf
Exhibit C - 430 Brevard Zoning.pdf
Exhibit D- 430 Brevard FLU.pdf
Legal Ad (Ord 21-2023).pdf

VII. COUNCIL BUSINESS:

VII.1 23-596 Approval of the requested street closure outside of the central business district.

Attachments: MOT Road Closure 12-2-2023.pdf

VIII. CITY BUSINESS:

IX. INFORMATIONAL AGENDA:

IX.1 23-640 City Council Bi-Weekly Report (September 22 - October 5, 2023)

Attachments: Council Update Report.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, Interim City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

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.

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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 #:	23-624	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/1/2023			**In control:**	City Council
On agenda:	10/10/2023			**Final action:**	
Title:	Approve the Agenda for the Regular City Council Meeting of October 10, 2023 as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-10-23 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 2, 2023
Agenda Date: October 10, 2023
Prepared By: Monica Arsenault, Interim City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular City Council Meeting of October 10, 2023 as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the Agenda for the Regular City Council Meeting of October 10, 2023 as written or with amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: October 10, 2023
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 10, 2023. (23-624)

2. Minutes: (a) Regular Meeting of August 22, 2023. (23-638)
(b) Budget Workshop of August 22, 2023. (23-639)

III. Awards and Presentations:

1. Proclamation for Customer Service Week. (23-630). (Finance Director)

IV. Delegations:

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

This Agenda may be Amended up until or at the Meeting

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. Request Council to award Bid # B 22-15R-COC to the lowest responsive bidder Cathcart Construction Company for the Fiske Blvd and Broadmoor Acres Drainage Improvements in the amount of $5,471,015 and execute the construction agreement. Approve a Project Contingency Resolution for approval of any Change Orders not to exceed $547,102. Authorize the City Manager to sign the construction contract, execute amendments and extensions to the agreement within approved contingency. (23-458). (Interim Public Works Director)

2. Approve a Resolution Amending the FY24 Budget, BAF#24-004-A, to add funds to the State Housing Initiative Partnership program and the City's Fiscal Year 2024 budget in the amount of $14,691. (23-560). (Community Services Director)

3. To Approve Task Order 2024-02 with Carollo Engineers, Inc., Orlando, Florida, for Critical Information Technology Infrastructure; To Approve a Resolution Amending the FY24 Budget, BAF #24-006-T. (23-590). (Utilities Director)

   ********This Item is Confidential per FS 119.0725 and Not for Public Release********

4. To Approve Change Order #4 to Purchase Order 77494 with Kirwin Norris, PA, for on-going legal and related expert services regarding two pending lawsuits against Brandes Design-Build for Issues with the Jerry Sellers Tank Coating Failure/Repairs and Industrial Park Interior Coating Failure/Repairs. (23-601). (Utilities Director)

5. Approve a Resolution Amending the FY24 Budget, BAF#24-008-A, to Accept HVE Grant Revenue for $5,000 in Overtime for High Visibility Enforcement (HVE) activities implemented to mitigate crashes. (23-609). (Police Chief)

6. Approve a Resolution Amending the FY24 Budget, BAF#24-007-A, for the 15PBJA-23-GG-03233 JAG Grant Award in the amount of $15,572 and Approve

Expenditure for Printers and Cases to CDW using the Sourcewell 081419-CDW contract. (23-613). (Police Chief)

(B) Multi-Year Contracts:

7. To Approve a Multi-Year Task Order 2024-38 with Jacobs Engineering Group, Inc. (Jacobs) for the Dyal Groundwater Membrane Treatability Study. (23-610). (Utilities Director)

********This Item is Confidential per FS 119.0725 and Not for Public Release********

8. Request approval of a Multi-Year Crossing Agreement between Florida East Coast Railway, LLC (FECR), City of Cocoa (Licensee), and Brightline Trains Florida LLC (Brightline); Authorize the City Mayor to execute the Agreement. (23-620). (Interim Public Works Director)

VI. Public Hearings:

1. Conduct a Public Hearing to accept the Assessment of Fair Housing (AFH) analysis and report and hold a public hearing on the adoption of the 2023-2028 Affirmatively Furthering Fair Housing (AFFH) Plan, for the City's Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) grant programs. (23-603). (Community Services Director)

2. Adopt on SECOND READING Ordinance 17-2023, an Expedited State Review Comprehensive Plan Text Amendment to expand the very limited geographic area by which vertical mixed-use projects may be built at 125-units per acre, to include a +/- 4.32 acre parcel of City-owned land located at 915 Florida Ave., Cocoa, Florida (Brevard County Tax Parcel ID 24-36-33-80-23). (23-625). (RVI Planning Consultant)

3. Pass on FIRST READING of Ordinance 20-2023, a Zoning Text Amendment on the Landscaping, Land Clearing, Tree Protection and Replacement Standards of the City Code, providing for a repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability and an effective date. (23-634). (Community Services Director)

4. Pass on FIRST READING of Ordinance 21-2023, a Land Development Code Amendment to Appendix A, Article XI, Section 22 of the Zoning Ordinance of the City of Cocoa to allow Large Scale Commercial/Mixed-Use Buildings on certain properties within the Cocoa Waterfront Overlay District. (23-636). (Community Services Director)

VII. Council Business:

1. Approval of the requested street closure outside of the central business district. (23-596). (Communication & Economic Development Director)

VIII. City Business:

IX. Informational Agenda:

1. Bi-Weekly Report, September 22, 2023 – October 5, 2023. (23-640). (City Manager).

X. Reports:

XI. Adjournment:

XII. Notice To The Public:

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Legislation Details (With Text)

File #:	23-638	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Agenda Ready
File created:	10/6/2023			**In control:**	City Council
On agenda:	10/10/2023			**Final action:**	
Title:	Approval of the Minutes for the Regular City Council Meeting of August 22, 2023 as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-22-2023 Minutes ADA.pdf Exhibit A - 8-22-2023 Public Hearings 2-9.pdf Form 8B for Mayor Blake (915 Florida Avenue items) (2).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 6, 2023
Agenda Date: October 10, 2023
Prepared By: Monica Arsenault, Interim City Clerk
Through:
Requested Action:
Approval of the Minutes for the Regular City Council Meeting of August 22, 2023 as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the Minutes for the Regular City Council Meeting of August 22, 2023 as written or with amendments.

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MINUTES
City of Cocoa
Regular Meeting of The City Council

August 22, 2023

A Regular City Council Meeting was held on Tuesday, August 22, 2023, 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.

Jim McKnight provided the invocation and Scott Billue led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The Interim City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Rip Dyal	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Kristin Eick	Asst. City Attorney
	Stockton Whitten	City Manager
	Monica Arsenault	Interim City Clerk

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Charlene Neuterman, Community Services Director; Tammy Gemmati, Administrative Services Director; Evander Collier, Chief of Police; Rebecca Bowman, Finance Director; Lora Howell, Deputy Finance Director; Jonathan Lamm, Fire Chief; Mitchell Lawyer, Systems and Support Manager; Gail Bantugan, Leisure Services Manager; Lisa Richardson, Help Desk Support Tech; and Jason Dowty, Help Desk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of August 22, 2023. (23-503)

2. Minutes: Regular Meeting of July 25, 2023 (23-501)

* **MOTION by Mayor Blake; Seconded by Councilmember Goins, to approve the agenda for the Regular meeting of August 22, 2023 as amended to add item V.3 under Consent/Multi-Year Contracts and to move City Business items VIII.1 and VIII.2 to Public Hearing items VI.10 and VI.11.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins

NAYES: Koss

THE MOTION CARRIED (4-1)

* **MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to approve the minutes for the Regular meeting of July 25, 2023 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

IV. Delegations:

Tammy Findlay-Bell, 244 Lemon St., Cocoa, spoke in regard to Code Enforcement. She also wished to state for the record that she has a lot of respect for the people that are elected to serve the City of Cocoa and she wished to thank them personally. She mentioned that there is a billboard that has been travelling around degrading City Council and city staff and so she would like to announce on the record that she is Team Cocoa.

Catherine Baldwin, 815 Kensington Dr., Cocoa, respectfully asked that Council reconsider increasing the millage rate as everyone is struggling. While she understands her taxes will increase regardless, she hopes that Council will consider keeping the millage rate the same.

Mac Osborne, 300 Delannoy Ave., Cocoa, asked for information on what will be done with the old Bank of America building. The merchants and property owners in the Village are concerned and would like to be involved in the project process.

Scott Billue, 825 Forrest Ave., Cocoa, wished to remind everyone that Matthew's Hope has no plans to build a high rise building on their property and they are also not purchasing property throughout the City to turn into half-way homes. He shared updates on how many people have been served since they had the grand opening for their new showers. This includes serving meals and administering medical assistance.

Additionally, if anyone would like to volunteer, they have a great need on Tuesday and Thursday mornings between the hours of 8am and 12pm. Matthew's Hope can be reached at 407-905-9500.

Charlene Dewetiz, 825 Forrest Ave., Cocoa, shared an experience she had this past Wednesday. She travels the area in search of people in need. She came across a particular person who had some mental health challenges in the Village and she is happy to announce that she was able to speak directly to an officer who was able to come out and assist without a scene.

Aleck Greenwood, 640 Brevard Ave., Cocoa, wished to share that there was a recent break-in and he wished to thank the Police Department for their hard work because they responded immediately and they were even able to apprehend the person just hours after the incident. He also thanked several other members of staff for their hard work.

Additionally, he would like to encourage development and growth within the city.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the FY23 Budget, BAF#23-105-A, for the Additional State Contributions for the Police and Fire Pensions. (23-496). (Finance Director)

2. Approve A Resolution Amending the FY23 Budget, BAF#23-106-T in the amount of $31,000; and Approve additional Change Order increase of $15,000 to Purchase Order #80046 issued to South Florida Emergency Vehicle (SFEV) for

the repair of Sutphen Fire Rescue Apparatus. (Interim Public Works Director) (23-507). (Interim Public Works Director)

(B) Multi-Year Contracts:

3. Approve a multi-year piggyback agreement for Planning and Zoning Services with RVI Planning and Landscape Architecture, Inc. based on the City of St. Cloud contract No. 2022-018. Authorize the City Manager to approve amendments or extension to the agreement. Authorize the City Manager to approve budget transfers withdrawing funds from FY23 contingency to cover funding shortages up to $100,000. (23-527). (Finance Director)

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Council consideration and Public Comment on the use of the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $15,572. (23-453). (Chief of Police)

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

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consideration of Second and Final Reading for Ordinance 10-2023 of one (1) parcel from City of Cocoa RR-1 to City of Cocoa (PUD), with conditions. (23-460). (Community Services Director)

Assistant City Attorney Eick announced that this was the Second and Final Reading of Ordinance 10-2023 and read the title into the record as follows:

Ordinance 10-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 79.13 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON ADAMSON ROAD, NORTHWEST OF THE INTERSECTION OF HIGHWAY 524 AND INTERSTATE 95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RURAL RESIDENTIAL (RR-1) TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Ribeiro shared a presentation[1] and the location map for Adamson Creek Phase 2. She shared that there will be thirty single family residences. She added that the Planning & Zoning Board recommended approval to the City Council.

Mayor Blake opened the hearing to the public.

Kenneth Ludwa, BSE Consultants, and representing the applicant, appreciates the unanimous approval and is here to answer any questions.

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

* **MOTION by Councilmember Dyal; Seconded by Mayor Blake, to approve Ordinance 10-2023 on Second and Final Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consideration of Second and Final Reading of Ordinance 11-2023, a Zoning Map Amendment of one (1) parcel of real property from County RU-1-9 to City RU-2-15, consistent with Appendix A, Zoning, Article XXII. (23-461). (Community Services Director)

Assistant City Attorney Eick announced that this was the Second and Final Reading of Ordinance 11-2023 and read the title into the record as follows:

Ordinance 11-2023

[1] Exhibit A: 8-22-2023 Public Hearings 2-9

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 0.64 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON RUTH STREET, NORTHEAST OF THE INTERSECTION OF JACKSON STREET AND RUTH STREET IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM COUNTY SINGLE-FAMILY RESIDENTIAL (RU-1-9) TO CITY MULTIPLE-FAMILY DWELLING (RU-2-15); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Ribeiro gave a brief project summary and shared a location, zoning and future land use map. The Planning & Zoning Board recommended approval of the item to the City Council.

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

* **MOTION by Councilmember Koss; Seconded by Councilmember Dyal, to approve Ordinance 11-2023 on Second and Final Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Consideration of Second and Final Reading of Ordinance 13-2023, a Zoning Map Amendment of one (1) parcel of real property from County BU-1-9 (General Retail Commercial) to City C-G (General Commercial), consistent with Appendix A Zoning, Article XXI. (23-462). (Community Services Director)

Assistant City Attorney Eick announced that this was the Second and Final Reading of Ordinance 13-2023 and read the title into the record as follows:

Ordinance 13-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF A PORTION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 9.1 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON STATE ROAD 520, AT THE NORTHWEST CORNER OF INTERSTATE 95 AND STATE ROAD 520, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED

AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY BU-1 (GENERAL RETAIL COMMERCIAL) TO CITY OF COCOA CG (GENERAL COMMERCIAL); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Ribeiro gave a brief project summary and shared a location, zoning and future land use map. The Planning & Zoning Board recommended approval of the item to the City Council.

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

* **MOTION by Councilmember Dyal; Seconded by Mayor Blake, to approve Ordinance 13-2023 on Second and Final Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Pass on FIRST READING Ordinance 15-2023, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of one parcel totaling 6.61 acres from Brevard County RU-2-10 (Medium-Density Multiple-Family Residential) to City of Cocoa RU-2-15 (Multiple Family Dwelling), with the condition that the maximum density of the property shall be 4 dwelling units per acre. (23-489). (Community Services Director)

Assistant City Attorney Eick announced that this was the First Reading of Ordinance 15-2023 and read the title into the record as follows:

Ordinance 15-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 6.61 ACRES, MORE OR LESS, AND GENERALLY LOCATED EAST OF THE INTERSECTION OF NORTH RANGE ROAD AND KATHI KIM STREET, AND WEST OF CLEARLAKE ROAD IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY MEDIUM-DENSITY MULTIPLE-FAMILY RESIDENTIAL (RU-2-10) TO CITY OF COCOA MULTIPLE-FAMILY DWELLING (RU-2-15); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT

ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Steve Novo, with RVI Planning, provided a brief project summary and shared a location, zoning and future land use map. The Planning & Zoning Board recommended approval of the item to the City Council.

Deputy Mayor Hearn noted that this will give the City another opportunity to annex an area into the City of Cocoa if this item is approved tonight and asked Council to keep that in the back of their mind moving forward.

Councilmember Koss talked about the ingress and egress and confirmed that the only points of access are located in the cul-de-sac. Additionally, she verified that the City services wastewater to this area.

Mayor Blake opened the hearing to the public.

Tara Gabor, 2429 W. Sherwood Cir., Cocoa, talked about the Planning & Zoning meeting that took place on Wednesday, August 16th. She stated that the Board was dismissive to the all of the concerned residents that came to the meeting and only received mumbled responses to their questions.

They have many concerns including flooding, busy school pick up times and traffic, and wastewater backup. She noted that they have been tossed back and forth from the County to the City as some of the area is located within Brevard County's limits.

Deputy Mayor Hearn noted that this goes back to his point of annexing these neighborhoods into the City as it gives those residents a little skin in the game and can work with the City to get their issues addressed.

Jim McKnight, 1675 S. Fiske Blvd., Rockledge, and the applicant, explained that there are many things that will need to be addressed, some of which will have to be addressed with Brevard County as some of these streets lay outside of the city limits of Cocoa. They will address these issues as they arise.

Mayor Blake asked if Mr. McKnight could share some insight on how much he believes traffic will increase. In response, Mr. McKnight shared that there are two streets in the cul-de-sac that will split the influx of traffic. He does not believe there will be a large increase in traffic and provided a report of transportation numbers.

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

* **MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to approve Ordinance 15-2023 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Pass on FIRST READING Ordinance 16-2023 of a Land Development Code Amendment to amend the list of permitted uses related to restaurants in the M-2 District. (23-517). (Community Services Director)

Assistant City Attorney Eick announced that this was the First Reading of Ordinance 16-2023 and read the title into the record as follows:

Ordinance 16-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 19, OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO AMEND THE LIST OF PERMITTED USES RELATED TO RESTAURANTS IN THE M-2 DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Mr. Novo provided a brief project summary and shared that the Planning & Zoning Board recommended approval of the item to the City Council. He noted that the applicant is also here to answer any questions if necessary.

Mayor Blake opened the hearing to the public.

Matt Kennedy, owner of Pint & Pistol, shared that it has been an amazing journey so far being a part of the Cocoa community. He is happy to answer any questions.

Deputy Mayor Hearn shared that he has been to the establishment and it is very nice. He asked if the bar/lounge area will be separate from the shooting range. He also asked if there are precautions put in place to make sure patrons are not drinking and accessing the range. In response, Mr. Kennedy explained their process and noted that they do not allow their patrons to drink and participate in the range. They encourage their customers to use the range prior to drinking any alcohol.

Councilmember Dyal wished to thank Mr. Kennedy for their participation with the Brittany's Wish Foundation. He has also been to the facility several times and really enjoyed his experience there.

Councilmember Koss shared that she has been to the establishment as well and thinks it is great. While she wishes their business great success, she feels beer and wine is enough and feels that serving hard liquor is counter-intuitive.

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

* **MOTION by Councilmember Dyal; Seconded by Mayor Blake, to approve Ordinance 16-2023 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins

NAYES: Koss

THE MOTION CARRIED (4-1)

7. Pass on FIRST READING Ordinance 17-2023, an Expedited State Review Comprehensive Plan Text Amendment to expand the very limited geographic area by which vertical mixed-use projects may be built at 125-units per acre, to include a +/- 4.32-acre parcel of City-owned land located at 915 Florida Ave., Cocoa, Florida (Brevard County Tax Parcel ID 24-36-33-80-23). (23-516). (Community Services Director)

Mayor Blake announced that as his family has ties to the property, he will be recusing himself from this item and the next item and submitted Form 8B[2] to the Interim City Clerk.

Assistant City Attorney Eick announced that this was the First Reading of Ordinance 17-2023 and read the title into the record as follows:

Ordinance 17-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING A POLICY IN THE FUTURE LAND USE ELEMENT AUTHORIZING THE CITY COUNCIL TO APPROVE BY DEVELOPMENT AGREEMENT RESIDENTIAL DENSITIES OF UP TO 125 DWELLING UNITS PER ACRE RELATED TO VERTICAL MIXED-USE PROJECTS; EXPANDING THE VERY LIMITED GEOGRAPHICAL AREA TO WHICH THE POLICY APPLIES TO INCLUDE A PARCEL OF CITY-OWNED LAND GENERALLY LOCATED SOUTHWEST OF THE INTERSECTION OF

[2] Form 8B

ROSA L. JONES DRIVE AND FLORIDA AVENUE AND WHICH IS MORE PARTICULARLY DESCRIBED HEREIN BY PARCEL INFORMATION AND MAP THAT CONSISTS OF APPROXIMATELY 4.32 ACRES, MORE OR LESS, AND IS DESIGNATED MIXED-USE FUTURE LAND USE ON THE FUTURE LAND USE MAP AND WHICH IS DESIGNATED SOUTH END (SE) SUBDISTRICT WITH A COMMERCIAL/MIXED-USE LARGE (CL) BUILDING TYPE ON THE COCOA WATERFRONT OVERLAY DISTRICT REGULATING PLAN; REQUIRING A DEVELOPMENT AGREEMENT BY THE CITY COUNCIL TO APPROVE SUCH PROJECTS ON SUCH REAL PROPERTY UNDER CERTAIN TERMS AND CONDITIONS DEEMED NECESSARY AND ACCEPTABLE TO THE CITY COUNCIL; FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE, AND LEGAL STATUS OF THE PLAN AMENDMENT.

Mr. Novo provided a brief project summary and shared that the Planning & Zoning Board recommended approval of the item to the City Council.

Councilmember Koss talked about density and the impacts it can have on the character of the surrounding community. As a representative of the city, she feels it is important to mention various concerns of the constituents.

Councilmember Goins opened the hearing to the public.

Pam Shaia, 12 & 14 Oleander St., Cocoa, thanked Council and staff for moving forward on these properties because there is a need for tax dollars and this could put Cocoa on the map.

Aleck Greenwood, 640 Brevard Ave., Cocoa, stated his support for this and noted that he is a member of the Planning & Zoning Board and it was passed unanimously when it was presented to them.

Troy Stephan, 401 Delannoy Ave., Cocoa, shared that a long time ago a study and a report were taken on what kind of business would serve the city appropriately at that location and he stated that he thinks Council and staff should refer back to that report.

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

* **MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to approve Ordinance 17-2023 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Hearn, Dyal, Goins

NAYES: Koss

THE MOTION CARRIED (3-1)

8. Pass on FIRST READING of Ordinance 18-2023, of a Land Development Code Amendment to Appendix A, Article XI, Section 22 of the Zoning Ordinance of the City of Cocoa to allow Large Scale Commercial/Mixed-Use Buildings on certain properties within the Cocoa Waterfront Overlay District and to amend the list of permitted and special exception uses in the South End Subdistrict of the Cocoa Waterfront Overlay District. (23-515). (Community Services Director)

Assistant City Attorney Eick announced that this was the First Reading of Ordinance 18-2023 and read the title into the record as follows:

Ordinance 18-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW LARGE SCALE COMMERCIAL/MIXED-USE BUILDINGS ON CERTAIN PROPERTIES WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES IN APPENDIX A, ARTICLE XI, SECTION 22, OF THE ZONING ORDINANCE OF THE CITY OF COCOA FOR THE WATERFRONT OVERLAY DISTRICT, SOUTH END SUBDISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Mr. Novo provided a brief project summary and shared that the Planning & Zoning Board recommended approval of the item to the City Council.

Councilmember Goins opened the hearing to the public. There being no questions or comments, the public portion of the hearing was closed.

* **MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to approve Ordinance 18-2023 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Hearn, Dyal, Goins

NAYES: Koss

THE MOTION CARRIED (3-1)

9. Pass on FIRST READING Ordinance 19-2023, a Zoning Text Amendment regarding height and placement of Visual screens, including fences and walls, for certain residential uses. (23-513). (Community Services Director)

Assistant City Attorney Eick announced that this was the First Reading of Ordinance 19-2023 and read the title into the record as follows:

Ordinance 19-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA RELATING TO HEIGHT OF VISUAL SCREENS, INCLUDING FENCES AND WALLS, FOR CERTAIN RESIDENTIAL USES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Mr. Novo provided a brief project summary and shared that the Planning & Zoning Board recommended approval of the item to the City Council.

Councilmember Goins opened the hearing to the public. There being no questions or comments, the public portion of the hearing was closed.

* **MOTION by Councilmember Dyal; Seconded by Mayor Blake, to approve Ordinance 19-2023 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

10. Approve the Final Assessment Resolution 2023-087 for Fire Protection, for Fiscal Year 2024. (23-494). (Finance Director)

Ms. Bowman gave a brief background of the item and noted that this will be submitted to the Brevard County Tax Collector and must be submitted by September 15, 2023.

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

* **MOTION by Mayor Blake; Seconded by Councilmember Goins, to approve Resolution 2023-087.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

11. Approve the Final Assessment Resolution 2023-088 for Stormwater Utility Services, Fiscal Year 2024. (23-495). (Finance Director)

Ms. Bowman gave a brief background of the item and noted that this will be submitted to the Brevard County Tax Collector and must be submitted by September 15, 2023.

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

* **MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to approve Resolution 2023-088.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Consider the Donation Application for Cocoa Tigers Booster Club in the amount of $1,000. (23-504). (Administrative Services Director)

The ladies from the Cocoa Tigers Booster Club gave a brief explanation of what they will use the money for which is for pregame meals for the kids.

* **MOTION by Mayor Blake; Seconded by Councilmember Goins, to approve the Donation Application for the Cocoa Tigers Booster Club in the amount of $1000.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

~~1. Approve the Final Assessment Resolution 2023-087 for Fire Protection, for Fiscal Year 2024. (23-494). (Finance Director)~~

~~2. Approve the Final Assessment Resolution 2023-088 for Stormwater Utility Services, Fiscal Year 2024. (23-495). (Finance Director)~~

3. Approve the Purchase of eight (8) Police Patrol Vehicles from Step One Automotive Group of Crestview, FL. Utilizing State of Florida Motor Vehicle Contract #25100000-23-STC; Approve a Resolution Amending the FY2023 Budget, BAF#23-107-T for the purchase of vehicles and the associated police equipment, through the use of the SLFRF (ARPA) Grant Funding; and Authorize the City Manager to issue a purchase order for the purchase of the vehicles and equipment. (23-505). (Interim Public Works Director)

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 07/01/2023 to 07/11/2023. Request Council direction on the parameters of any further reporting if desired. (23-472). (Finance Director)

2. Any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager’s spending authority. (23-497). (Finance Director)

3. FY 2023 July Budget Adjustment Report. (23-498). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (23-499). (Finance Director)

5. City Council Monthly Report, August 1-17, 2023. (23-520). (City Manager)

X. Reports:

Councilmember Koss talked about an area FEMA is purchasing due to flooding. She showed a map of the location and just wanted to make people aware as there is quite a bit of development going on around these flood plains.

She talked about the Brevard Museum and showed pictures. She pointed out that there is a need for a computer at the museum as they don't have one. Additionally, the trains are up if people would like to go see them.

Additionally, she discussed the North Indian River Lagoon Basin Management Action Plan.

Councilman Dyal stated that he is looking forward to smart development in Cocoa. Additionally, he thanked all of the City's departments for all of their hard work and dedication to making the city better.

Councilmember Goins shared some photos from recent events he attended. He shared before and after photos in relation to what Tammy Findlay-Bell spoke about under Delegations earlier this evening.

Additionally, he showed a photo of a right-of-way the City owns on Knight Street that needs attention. The grass and weeds need to be cut and for a while Emma Jewel Charter Academy was cutting it but they need help.

Mayor Blake shared some photos from the Florida League of Cities Conference.

He also participated in a ride along with Waste Management and will be participating in future ride alongs once a week to pick up green waste.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to adjourn the Regular meeting of August 22, 2023.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:35 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk
(Transcribed by M. Arsenault, Asst. City Clerk)

Exhibit A

Adamson Creek Phase 2

PZ-20-00100002 – Adamson Creek Phase Two

Consideration of Second and Final Reading of Ordinance 10-2023 rezoning one (1) parcel from City of Cocoa RR-1 to City of Cocoa PUD, with conditions and approval of the Adamson Creek Phase Two Preliminary Subdivision and Development Agreement.

The Planning and Zoning Board recommended approval at their July 12th Planning & Zoning meeting.

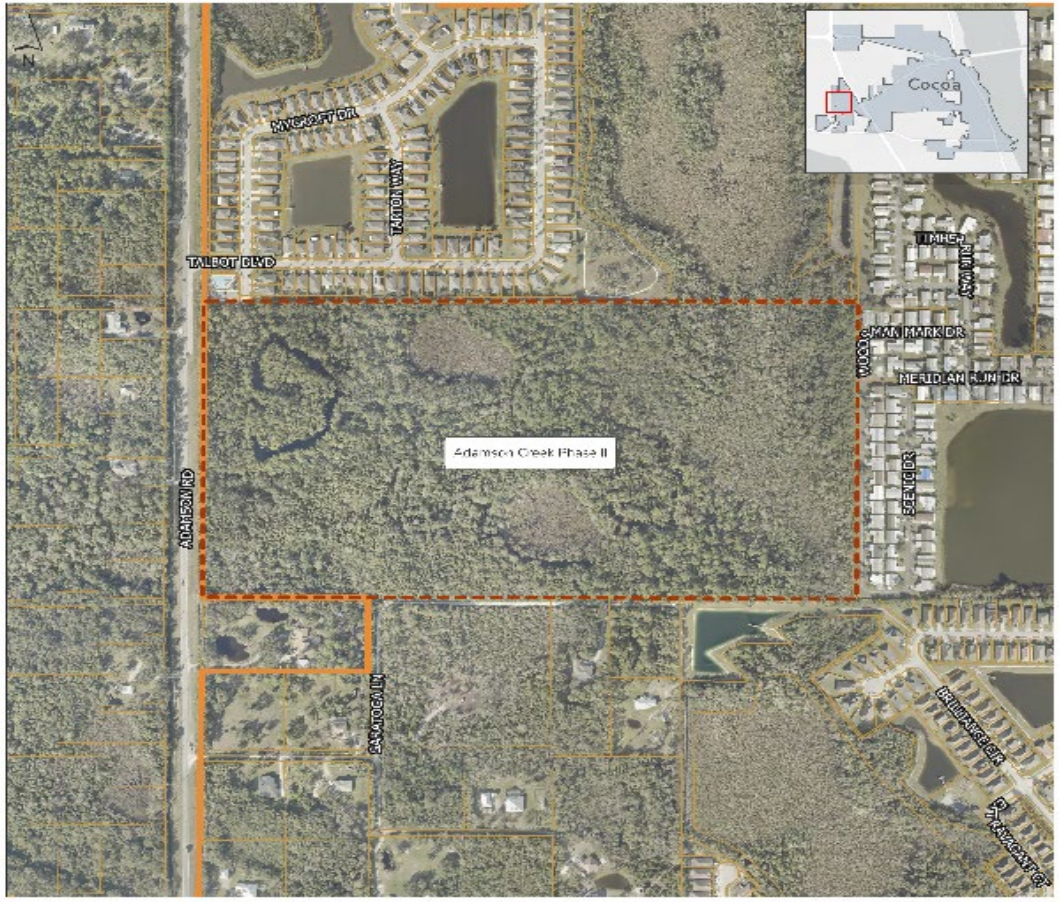
PZ-20-00100002 – Adamson Creek Phase Two

Since the July 26, 2023 City Council meeting, the City Surveyor's comments were addressed. In addition, the plan set has been updated with a copy of the current preliminary plat.

A minor change to the indemnity section of the Development Agreement was also requested by the developer and added to the Agreement, which has been reviewed by the City Attorney's office.

PZ-20-00100002 – Adamson Creek Phase Two

Location Map



COCOA FLORIDA

ADAMSON CREEK
PHASE II
LOCATION

June 28, 2023

Subject Parcel
Parcels
Cocoa City Boundary

0 250 500 Feet

P20230628 7400L.01

COCOA FLORIDA

PZ-20-00100002 – Adamson Creek Phase Two

Project Summary

Background

- Located off Adamson Road, this project is considered a standalone PUD and Subdivision despite shared amenities and connection with Adamson Creek Phase 1

- The Future Land Use of the surrounding area is a combination of Very Low Density Residential and Conservation (City), Medium Density Residential and Conservation (City), and RES 2 (Brevard County).

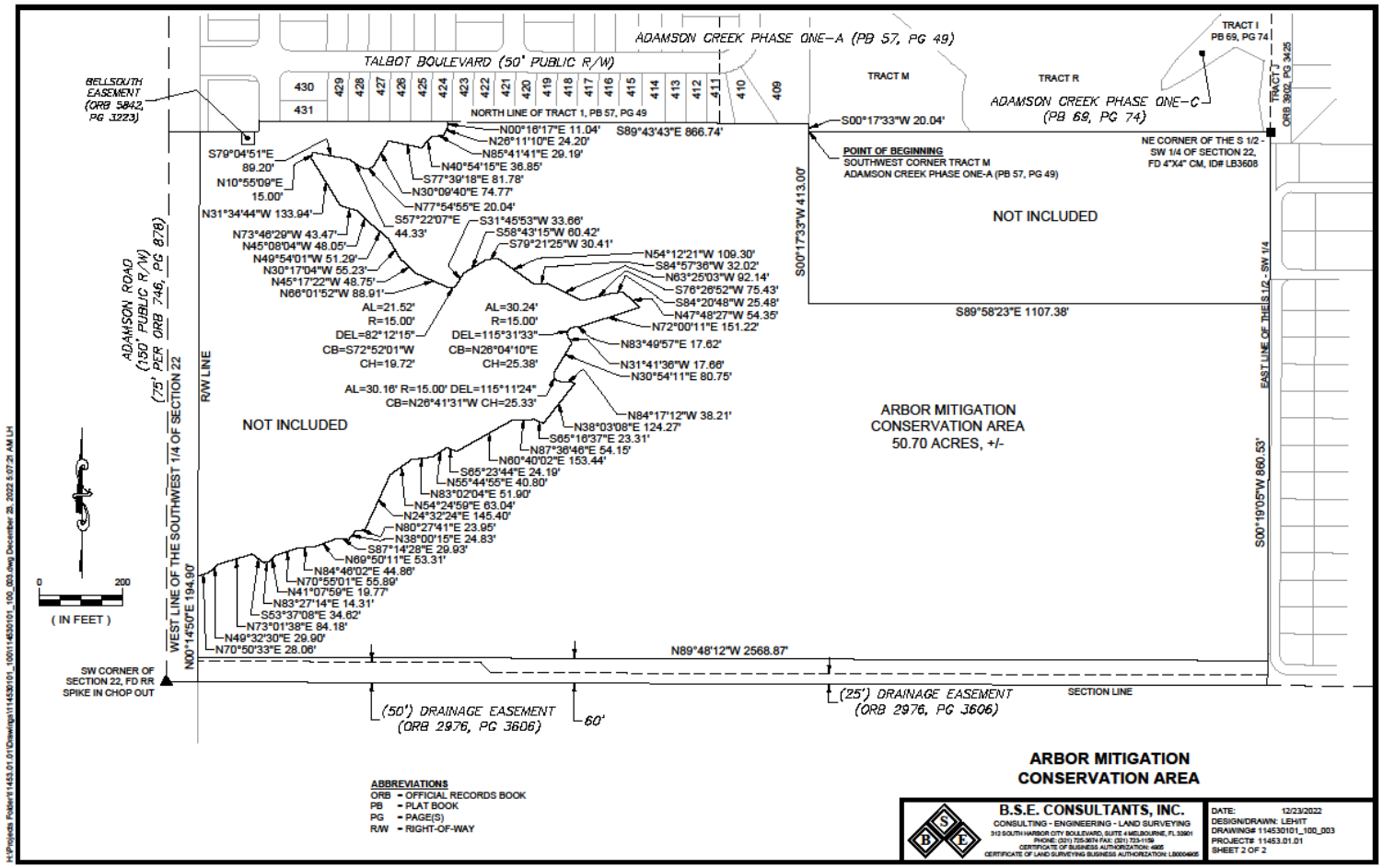
PZ-20-00100002 – Adamson Creek Phase Two

Project Summary

- Final project
  - 30 single-family residences
  - recreational space amenities that will include a walking path surrounding a stocked stormwater pond, along with a fishing platform and other open space areas
  - In this subdivision the lots are 50 feet in width and 120 feet in depth which equates to 6,000 SQF
  - Staff does not expect the level of service of public facilities to be diminished beyond their acceptable levels of service with this change

PZ-20-00100002 – Adamson Creek Phase Two

Conservation Easement Map



PZ-20-00100002 – Adamson Creek Phase Two

After further discussion between Brevard County and the City of Cocoa, it has been determined that FDOT must conclude the TSWS analysis to determine guidelines for the developer to accommodate improvements to this intersection.

Preliminary Plat

A third-party surveyor has conducted a final plat subdivision review, and the applicant addressed all comments.

Recommendation

Adopt on Second and Final Reading Ordinance 10-2023 rezoning one (1) parcel from City of Cocoa RR-1 to City of Cocoa (PUD), and approve the Preliminary Subdivision for Adamson Creek Phase Two, and approve the Adamson Creek Phase Two Development Agreement between the City of Cocoa and DR Horton Inc with the following conditions:

1. The approval of the rezoning to PUD shall be contingent upon execution of the Adamson Creek Phase Two Development Agreement.

Recommendation

2. Applicant shall coordinate with FDOT regarding the programming and construction of the proposed improvements at the intersection of Adamson Creek Rd. and SR 524.

3. The provided development schedule shall be binding upon the development of Adamson Creek Phase Two.



Central Brevard Sharing
Zoning Map Amendment

PZ-23-02100005 – Central Brevard Sharing

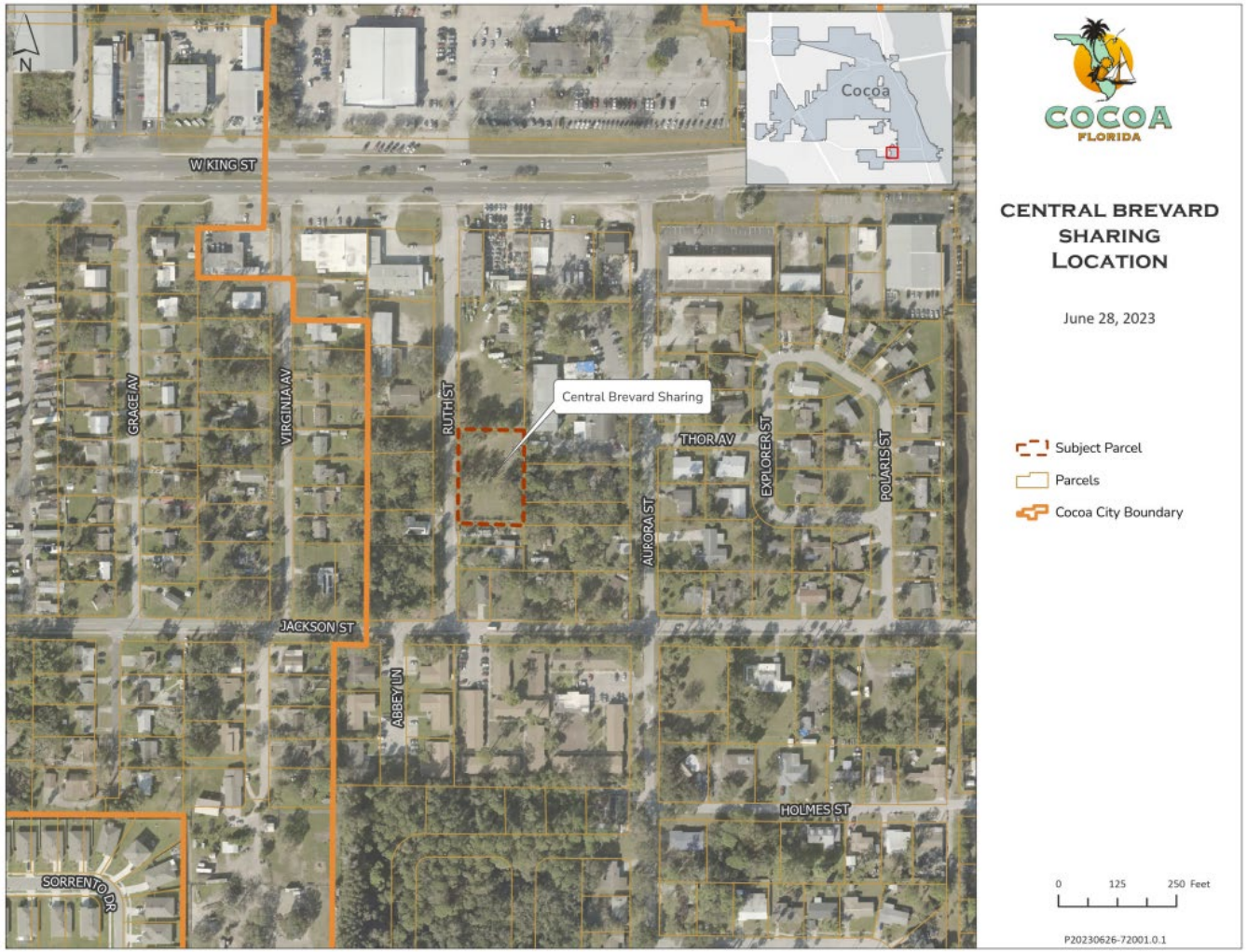
Consideration of Second and Final Reading of Ordinance 11-2023, rezoning one (1) parcel of real property from County RU-1-9 to City RU-2-15.

This was presented at the Planning and Zoning meeting on July 12th and the Board recommended approval to the City Council. Council approved the First Reading on July 25, 2023.

The Central Brevard Sharing Center acquired this property on Ruth St. to expand and improve the capacity of their existing operations facility on Aurora St. This nonprofit organization provides emergency assistance and guidance to those in our community who are struggling to obtain life's most basic needs. They have been serving the community since 1978.

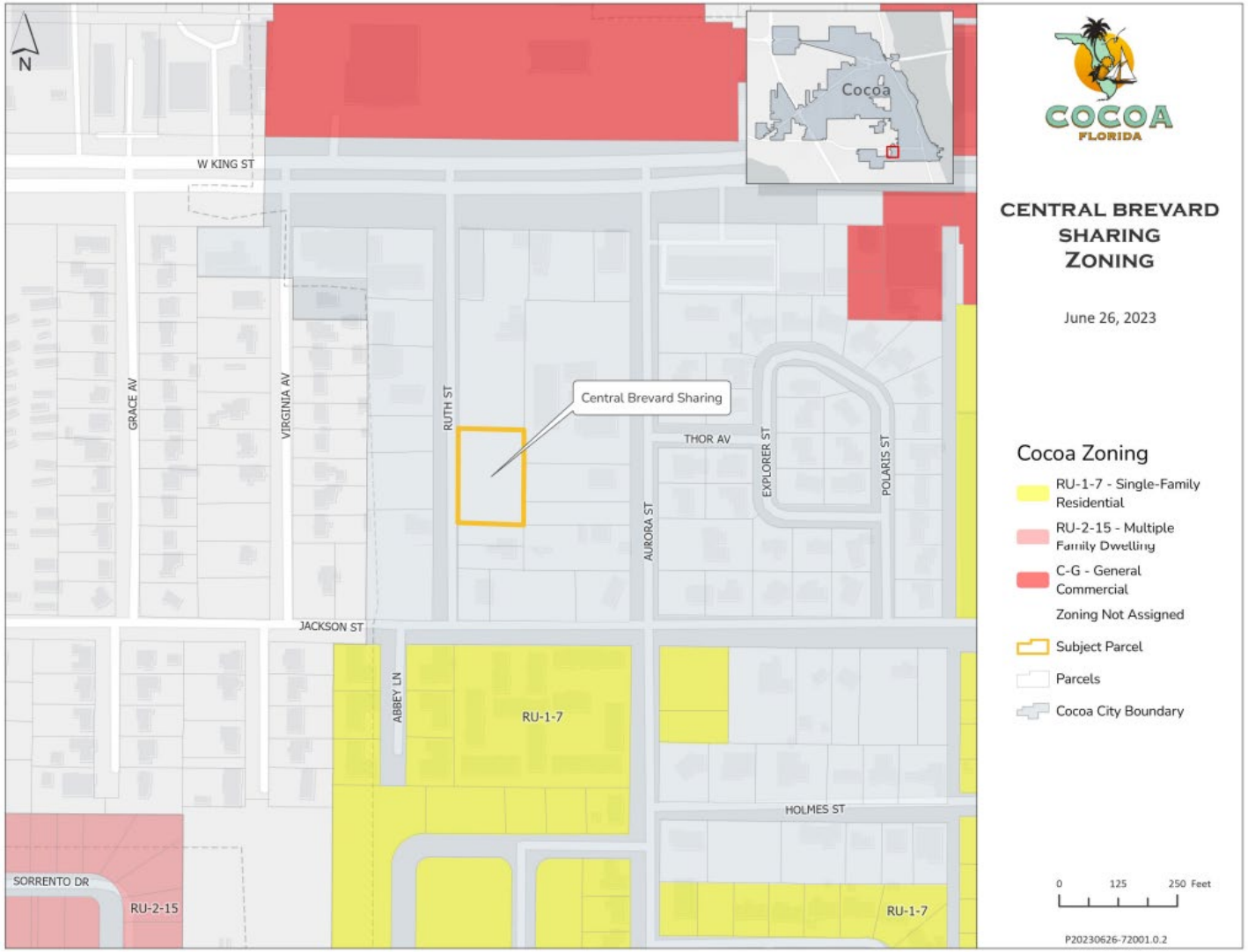
PZ-23-02100005 – Central Brevard Sharing

Location Map



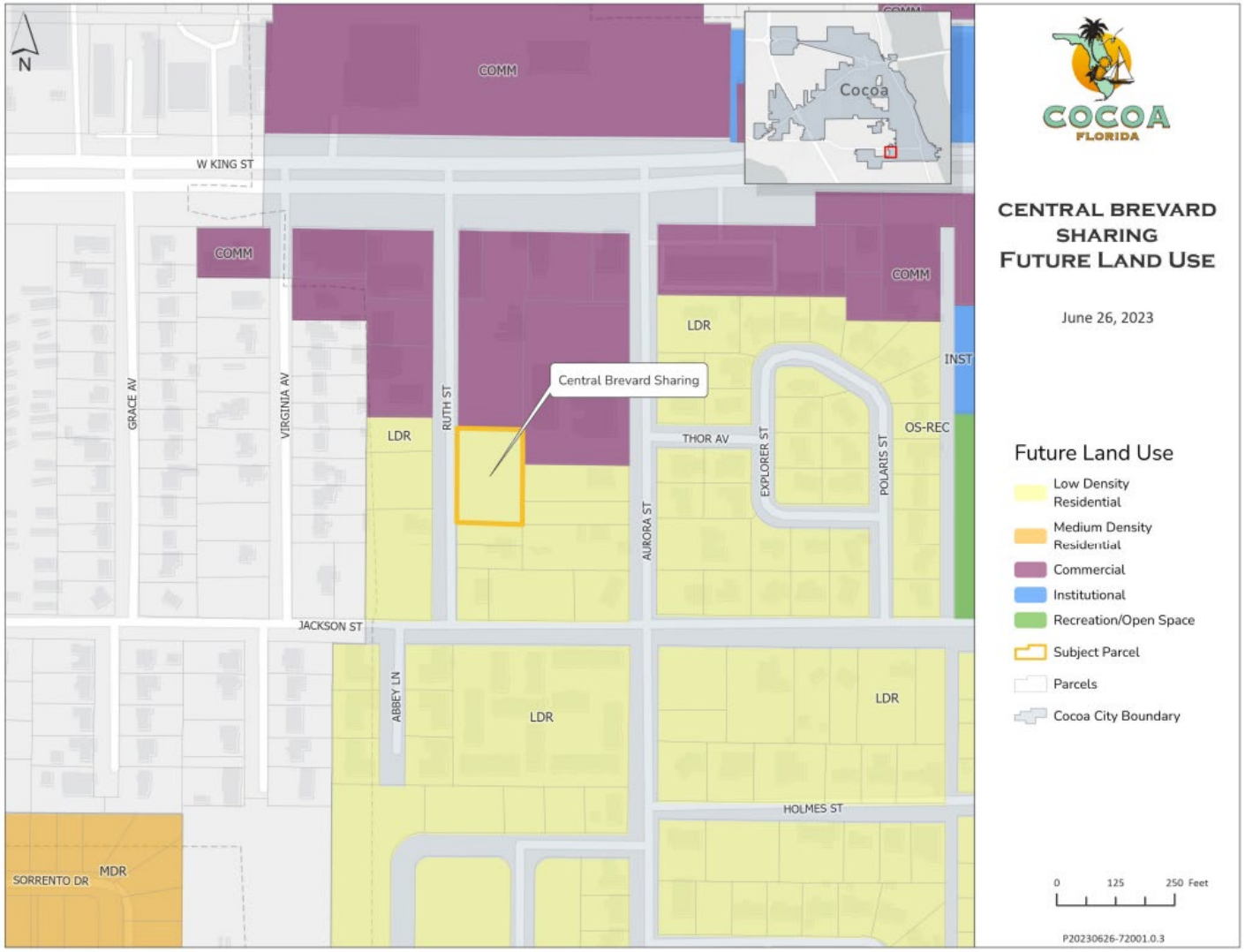
PZ-23-02100005 – Central Brevard Sharing

Zoning Map



PZ-23-02100005 – Central Brevard Sharing

Future Land Use Map



Recommendation

Adopt on **Second and Final Reading** Ordinance 11-2023, a Zoning Map Amendment rezoning one (1) parcel of real property from County RU-1-9 to City RU-2-15, consistent with Appendix A, Zoning, Article XXII.

Mike Erdman

Zoning Map Amendment

PZ 23-02100006 Mike Erdman

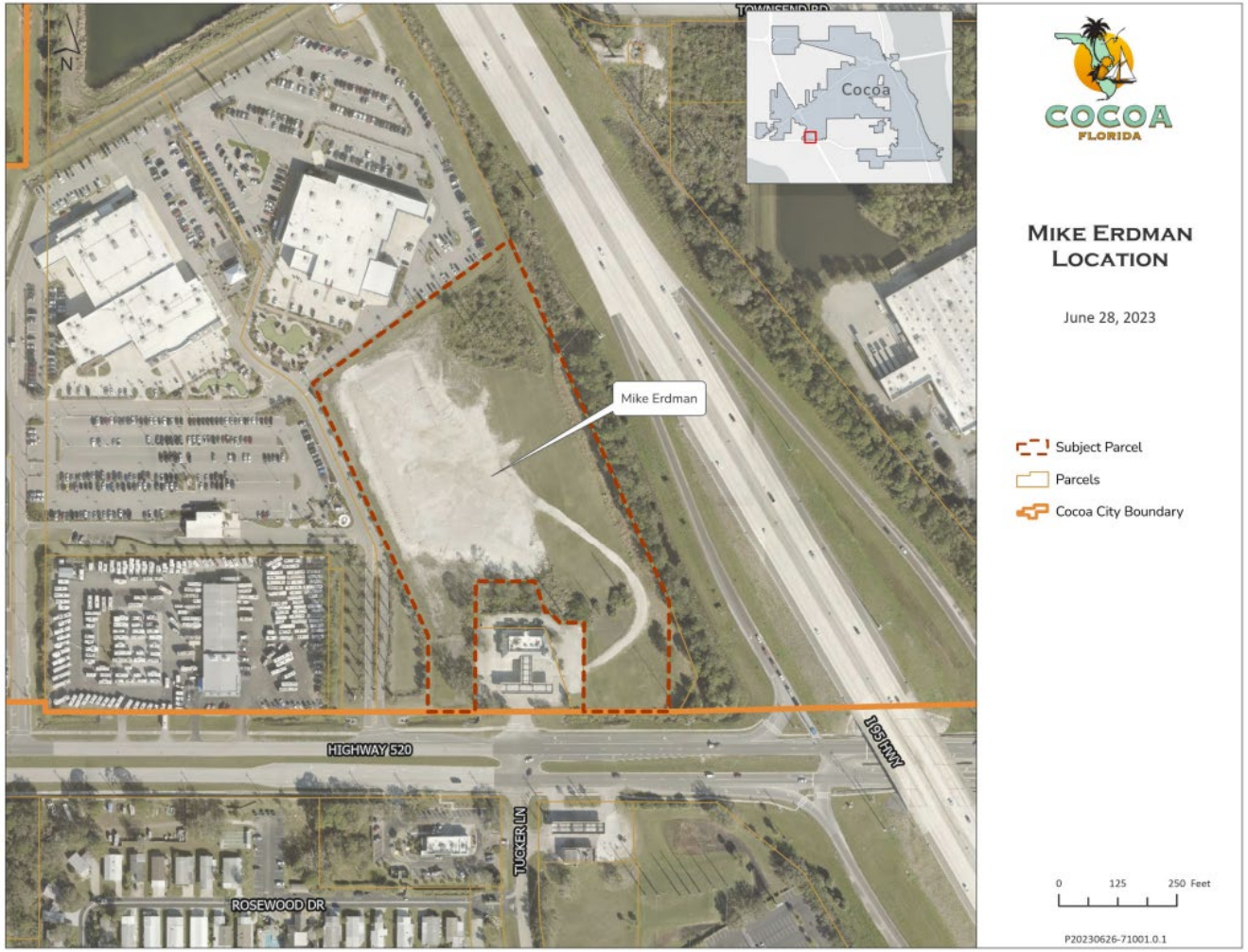
Consideration of **Second and Final Reading** of Ordinance 13-2023, a Zoning Map Amendment of one (1) parcel of real property from County BU-1-9 (General Retail Commercial) to City C-G (General Commercial), consistent with Appendix A Zoning, Article XXI.

At the July 12th Planning and Zoning Meeting, Board members voted to recommend approval by City Council. At the July 26th Council meeting, Council approved the First Reading of Ordinance 13-2023.

The south portion of this parcel had an approved site plan in 2022 for overflow parking and affiliated infrastructure, and the applicant proposes an amendment to accommodate a Cadillac showroom sales and service Department Building with associated parking.

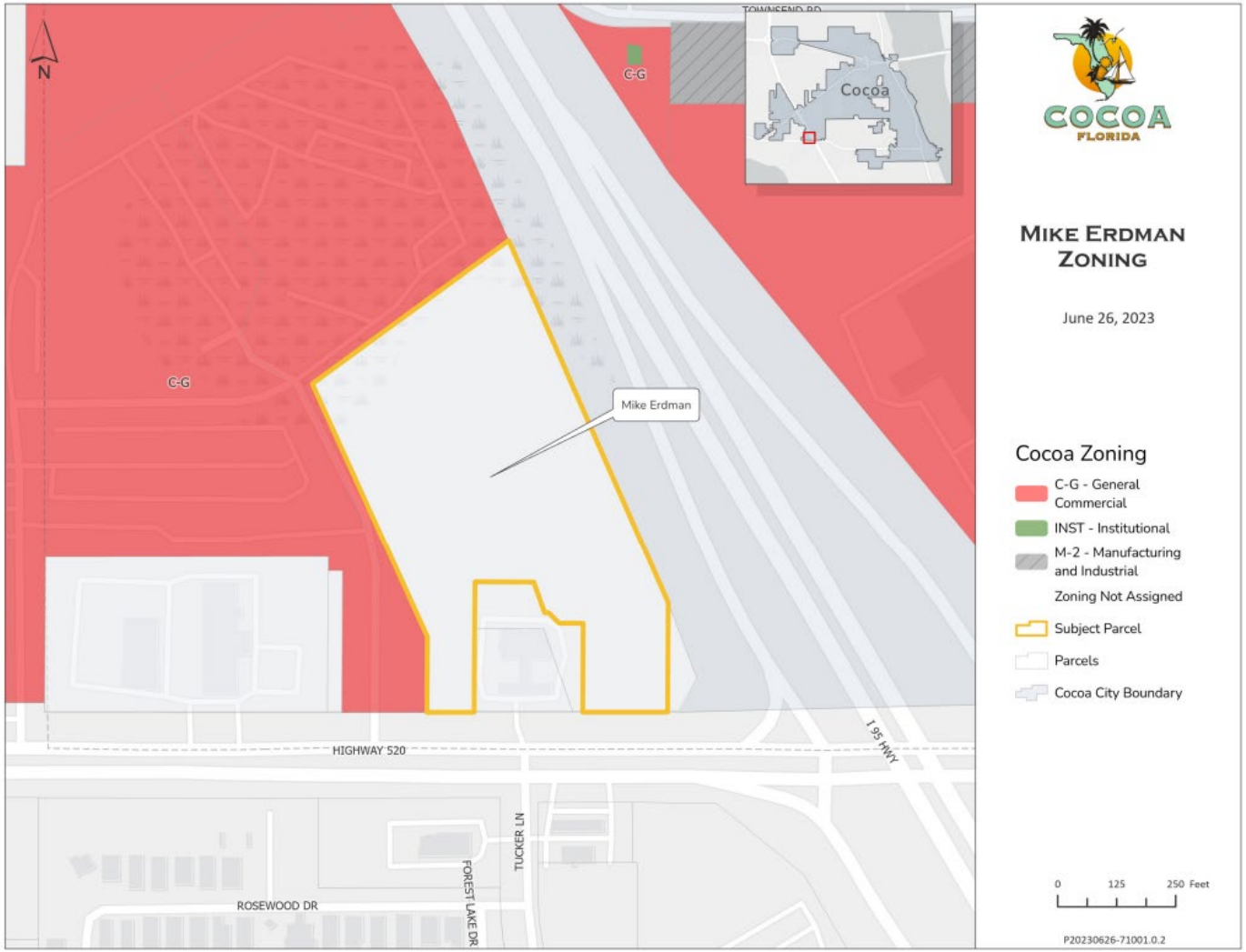
PZ 23-02100006 Mike Erdman

Location Map



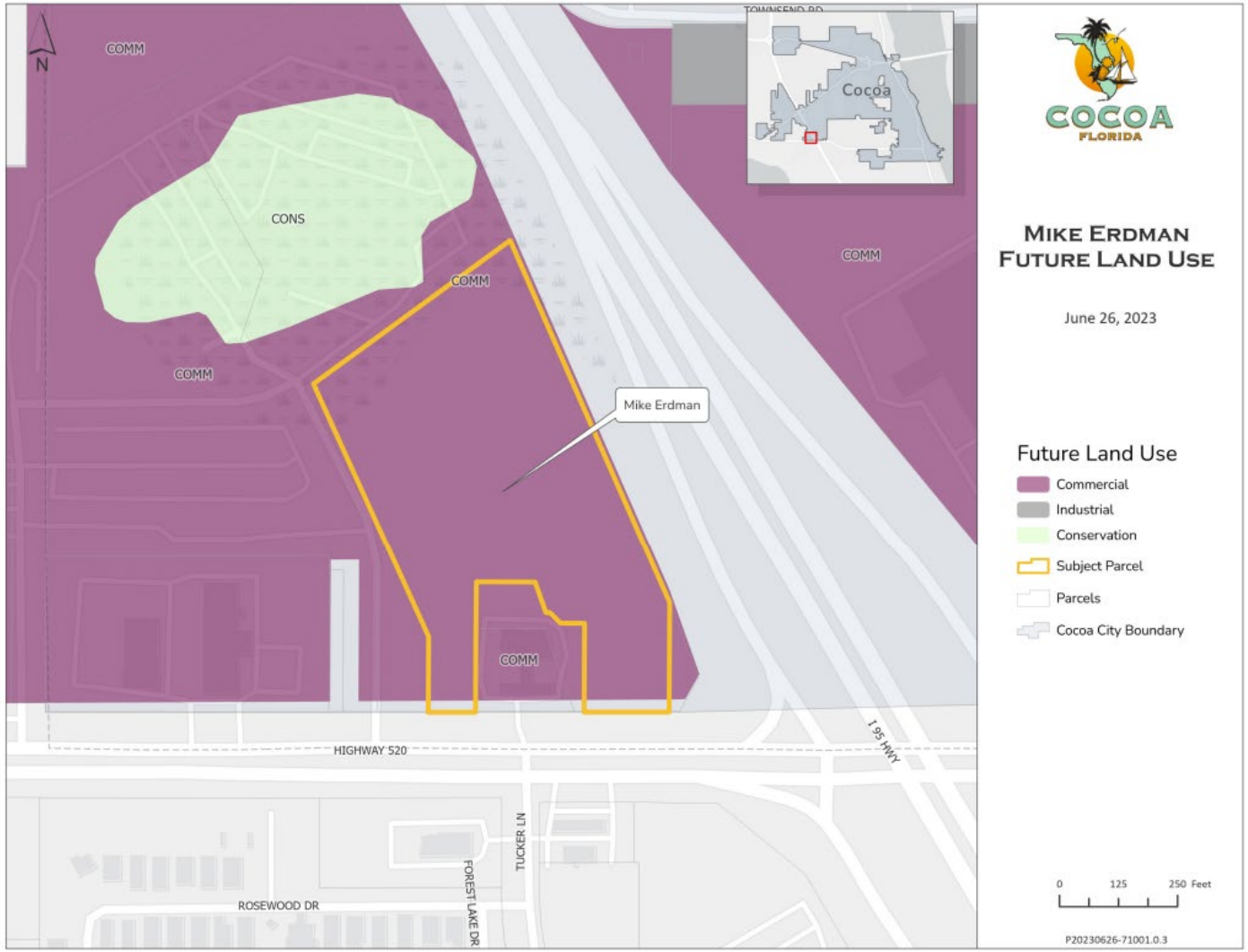
PZ 23-021000056 Mike Erdman

Zoning Map



PZ 23-02100006 Mike Erdman

Future Land Use Map



Recommendation

Adopt on **Second and Final Reading** Ordinance 13-2023, rezoning one (1) parcel of real property of approximately 9.1 acres on SR 520 from Brevard County BU-1-9 (General Retail Commercial) to City of Cocoa C-G (General Commercial), consistent with Appendix A Zoning, Article XXI.

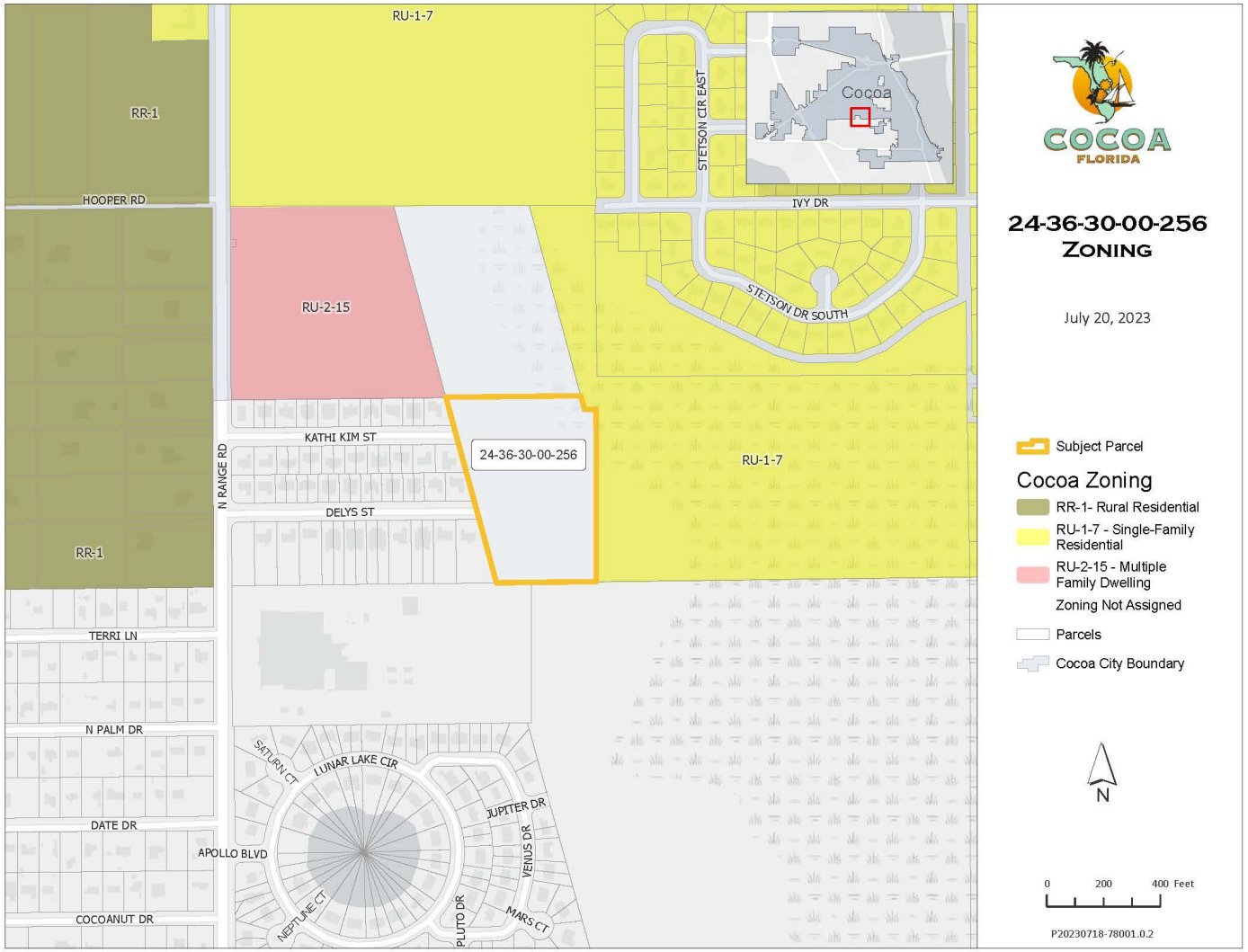
City Council Meeting

August 22, 2023

Rezoning Request from Brevard County RU-2-10 to City of Cocoa RU-2-15
Parcel ID 24-36-30-00-0256
Location Map

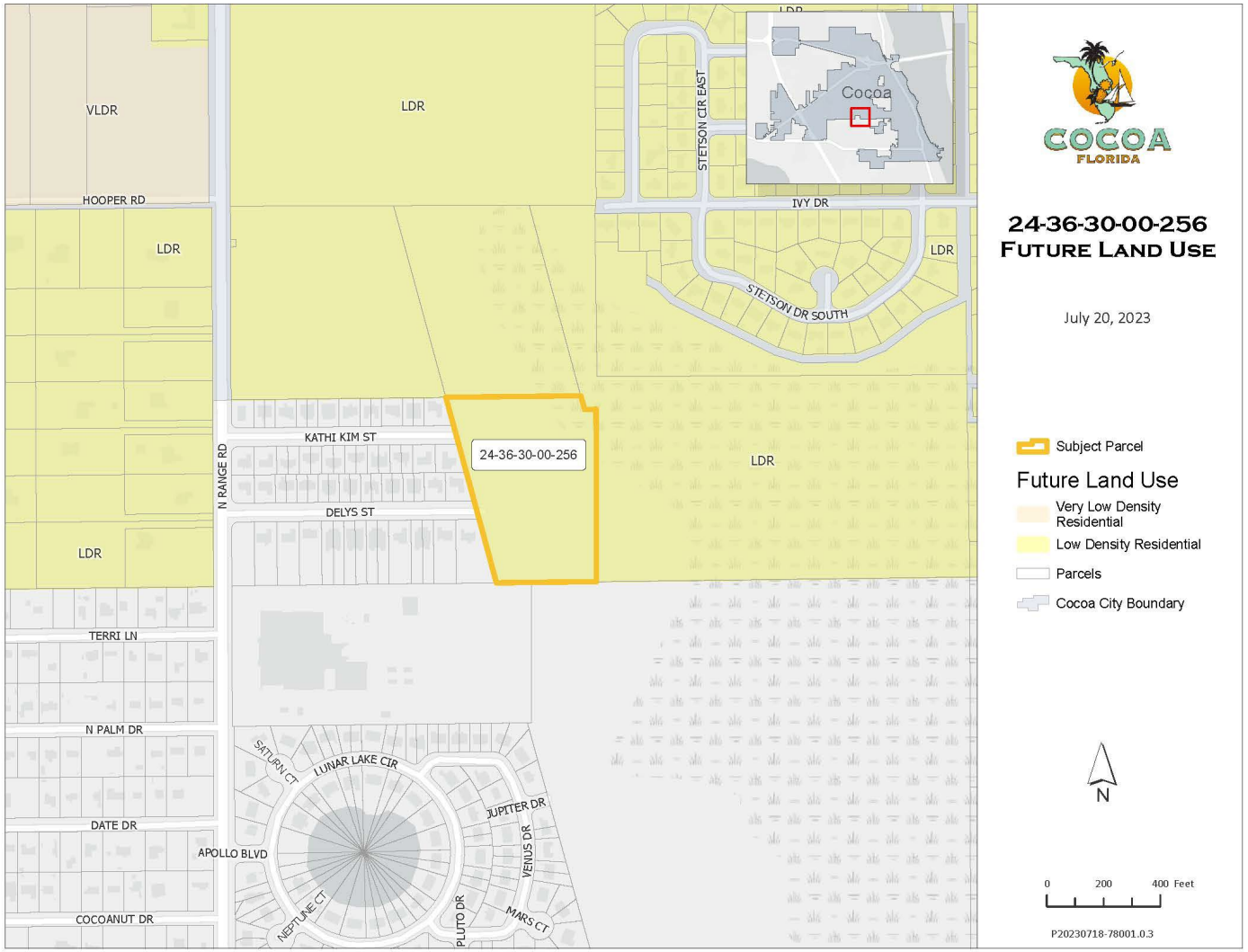


Rezoning Request from Brevard County RU-2-10 to City of Cocoa RU-2-15
Parcel ID 24-36-30-00-0256
Zoning Map



COCOA FLORIDA

Rezoning Request from Brevard County RU-2-10 to City of Cocoa RU-2-15
Parcel ID 24-36-30-00-0256
Future Land Use Map



Rezoning Request from Brevard County RU-2-10 to City of Cocoa RU-2-15
Parcel ID 24-36-30-00-0256

- Applicant proposes to amend the zoning category of the subject property from Brevard County RU-2-10, Medium-Density Multiple-Family Residential, to City of Cocoa RU-2-15, Multiple Family Residential.
- The Future Land Use of the subject property is LDR, Low Density Residential, which allows a maximum residential density of 7 dwelling units per acre.
- The subject property is +/- 6.61 acres in size. Of the +/- 6.61 acres, +/- 2.52 acres are upland from the wetlands on site. The remaining +/- 4.19 acres of wetland are not proposed to be disturbed.

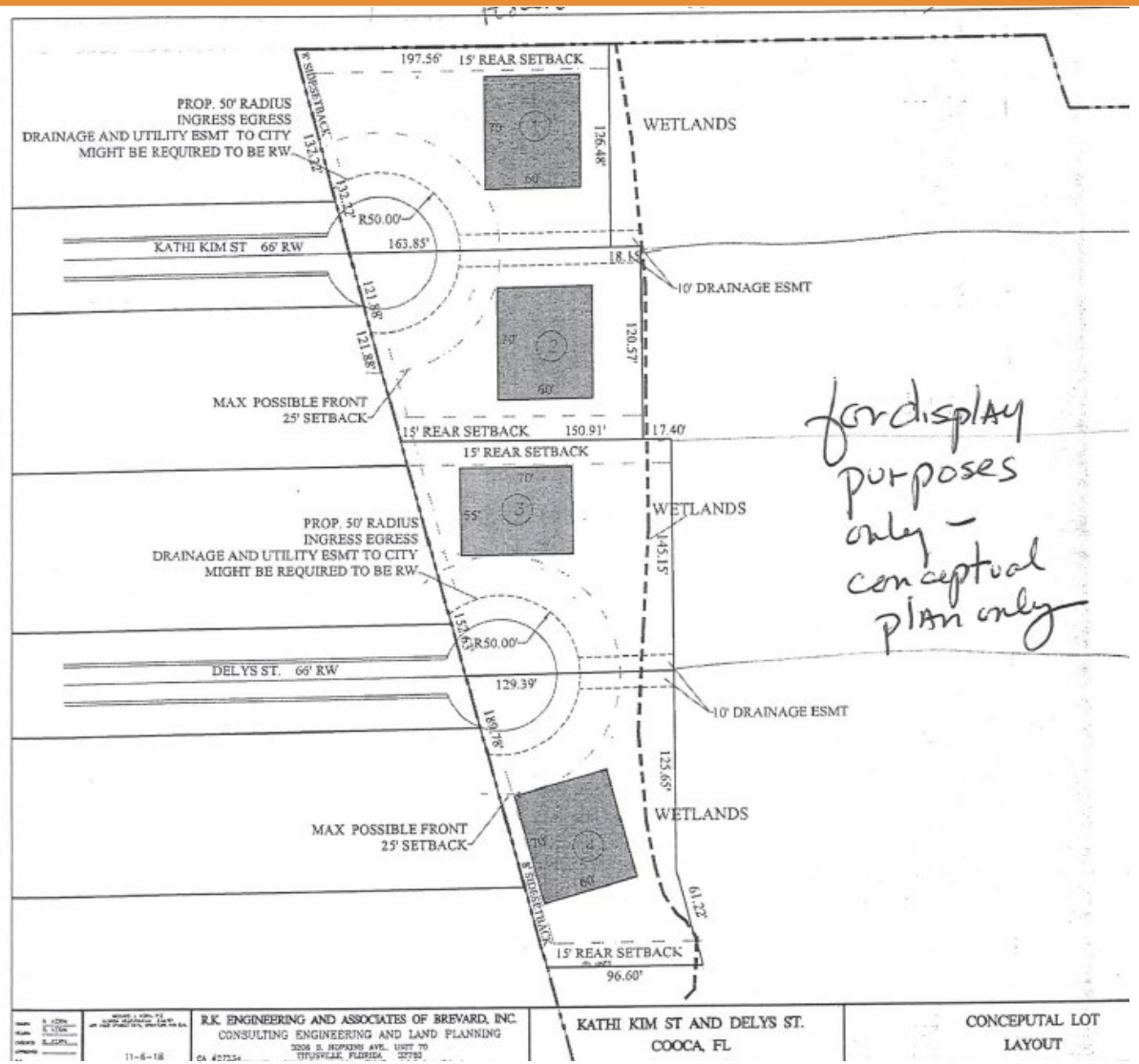
Rezoning Request from Brevard County RU-2-10 to City of Cocoa RU-2-15
Parcel ID 24-36-30-00-0256

- The subject property was annexed into the City of Cocoa from unincorporated Brevard County via Ordinance No. 03-2007 at the request of the property owner. While a City of Cocoa Future Land Use Designation of LDR was given to the property, a Zoning Category was not.
- The subject property previously had the Brevard County RU-2-10 zoning district category. This is the same zoning category as the subdivision to the west on Kathi-Kim St. and Delys St., Sabal Lakes Estates. It is also the same zoning district as the subdivision to the south, Space Coast Gardens.
- Both subdivisions consist of a mixture of single-family detached homes, and duplex buildings.

Rezoning Request from Brevard County RU-2-10 to City of Cocoa RU-2-15
Parcel ID 24-36-30-00-0256

- The applicant has provided a conceptual plan for a future project to create a four-lot subdivision which would allow for four (4) duplex buildings to be built. This would create 8 new dwelling units.
  - The applicant has agreed to cap this residential density as a condition of approval, and it will be recorded as such in the adopted Ordinance.
- Access would occur from the public rights-of-ways of Kathi-Kim St. and Delys St. Both streets are the only legal form of access to the subject property. As shown in the concept plan, two buildings would access from Kathi-Kim St., and two would access from Delys St.
- The full review of the subdivision plan will occur at a later date when an applicant submits a proper engineering and subdivision plan.

Rezoning Request from Brevard County RU-2-10 to City of Cocoa RU-2-15
Parcel ID 24-36-30-00-0256



Concept Plan Only

Shown for
Informational Purposes

Rezoning Request from Brevard County RU-2-10 to City of Cocoa RU-2-15
Parcel ID 24-36-30-00-0256

- Transportation
  - N. Range Rd. has roughly 10,000 AADT trips available per the Space Coast Transportation Planning Organization (TPO) Transportation Data management System.
  - Current counts show +/- 5,970 AADT
  - Concept plan impact:

				Daily		AM Peak Hour				PM Peak Hour				
ID	ITE Code	Land Use	Size	Rate	Trips	Rate	Enter	Exit	Total	Rate	Enter	Exit	Total	TIA
1	220	Multifamily Low-Rise (DU)	8	6.74	54	0.40	1	3	4	0.51	4	1	5	Tier 1 Study
2	220	Multifamily Low-Rise (DU)	47	6.74	317	0.40	5	14	19	0.51	16	8	24	Tier 1 Study
3	220	Multifamily Low-Rise (DU)	27	6.74	182	0.40	3	8	11	0.51	9	5	14	Tier 1 Study
4	220	Multifamily Low-Rise (DU)	11	6.74	75	0.40	2	3	5	0.51	4	2	6	Tier 1 Study

Notes:

1 4 duplex units = 8 DU
2 47 DU
3 6.61 ac * 4 du / ac = 27 DU (roundup)
4 2.52 ac * 4 du / ac = 11 DU (roundup)

Rezoning Request from Brevard County RU-2-10 to City of Cocoa RU-2-15
Parcel ID 24-36-30-00-0256

- The full staff analysis is provided on pages 3-6 of the staff report. The analysis shows that all 16 findings have been met for support of the request. The request provides for a City of Cocoa Zoning Category. The requested zoning district in consistent with the existing LDR FLU designation of the subject property, per the Comprehensive Plan.

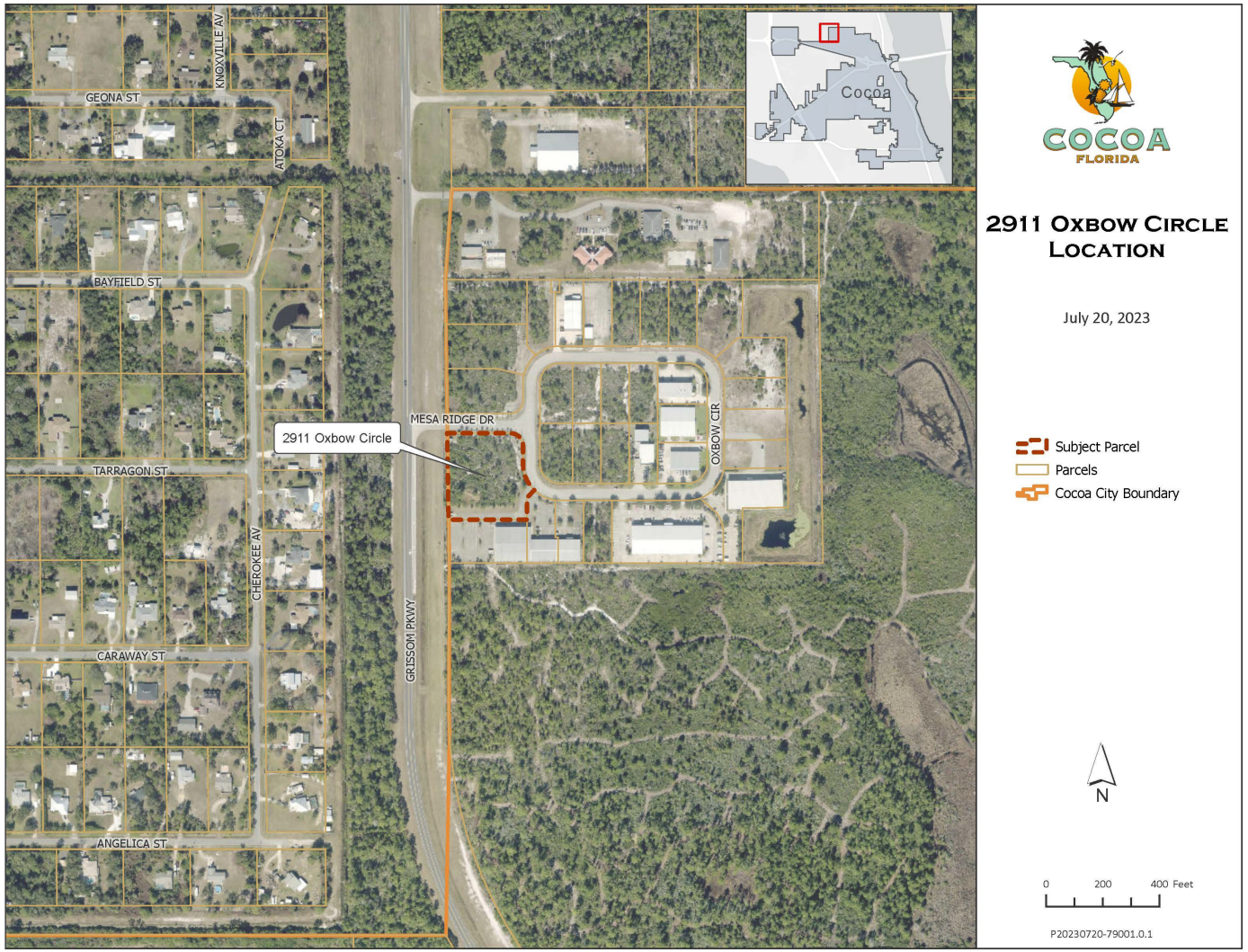
Rezoning Request from Brevard County RU-2-10 to City of Cocoa RU-2-15
Parcel ID 24-36-30-00-0256

- Staff has determined this rezoning request is consistent with both the Code of the City of Cocoa and the Comprehensive Plan Policies and Objectives.
- The Planning & Zoning Board unanimously recommended approval of the request at their August 16, 2023 meeting.
- Staff recommends **APPROVAL** of the requested Zoning Map Amendment to change the Zoning Map designation from Brevard County RU-2-10 (Medium-Density Multiple-Family Residential) to City of Cocoa RU-2-15 (Multiple Family Dwelling) on one parcel totaling ±6.61-acres, which has Parcel ID number 24-36-30-00-256, with the condition that Ordinance 15-2023 shall be amended to include a maximum density of 4 du/acre on the parcel.

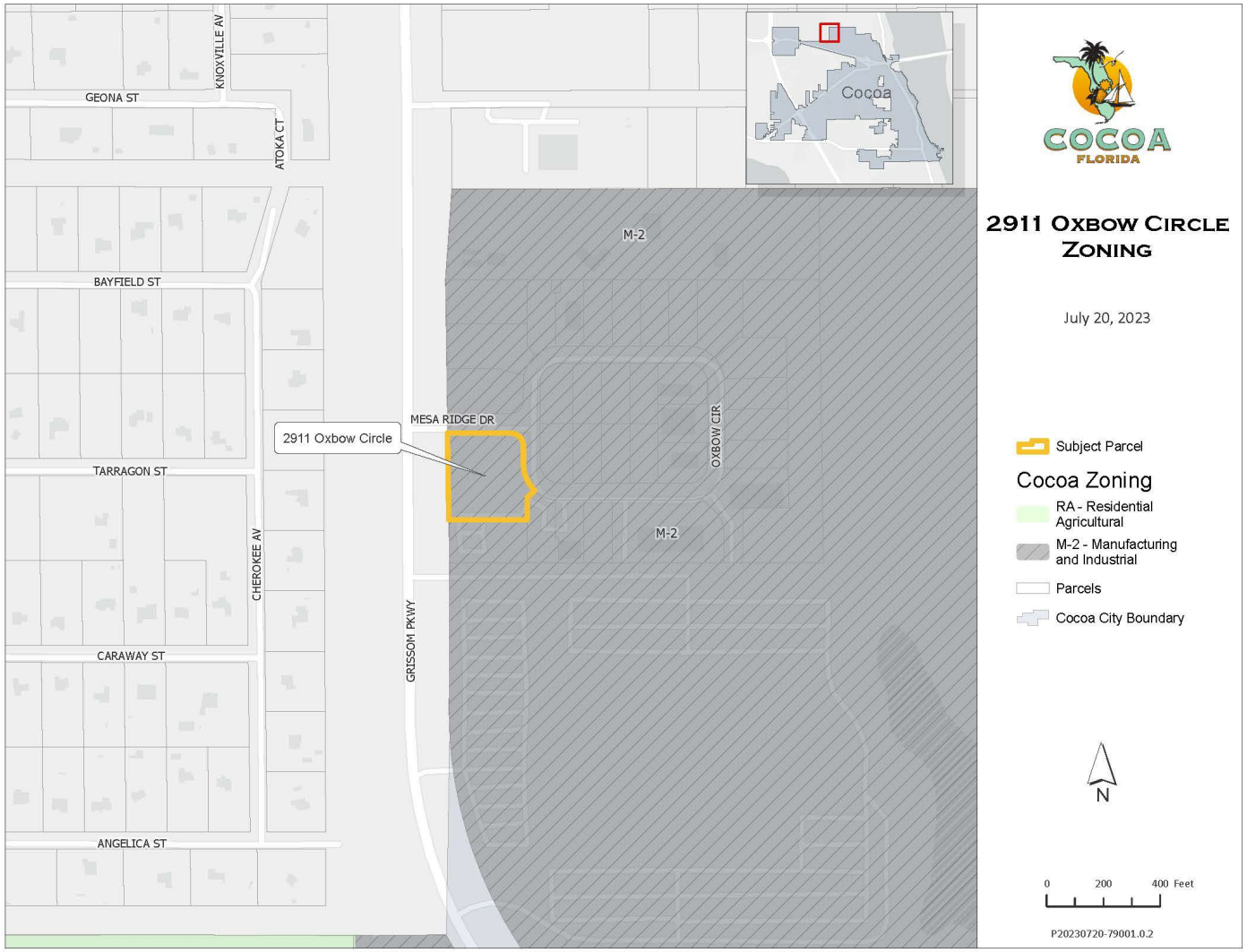
City Council Meeting

August 22, 2023

LDC Amendment – Pint & Pistol
2911 Oxbow Circle, Cocoa, Florida
Location Map

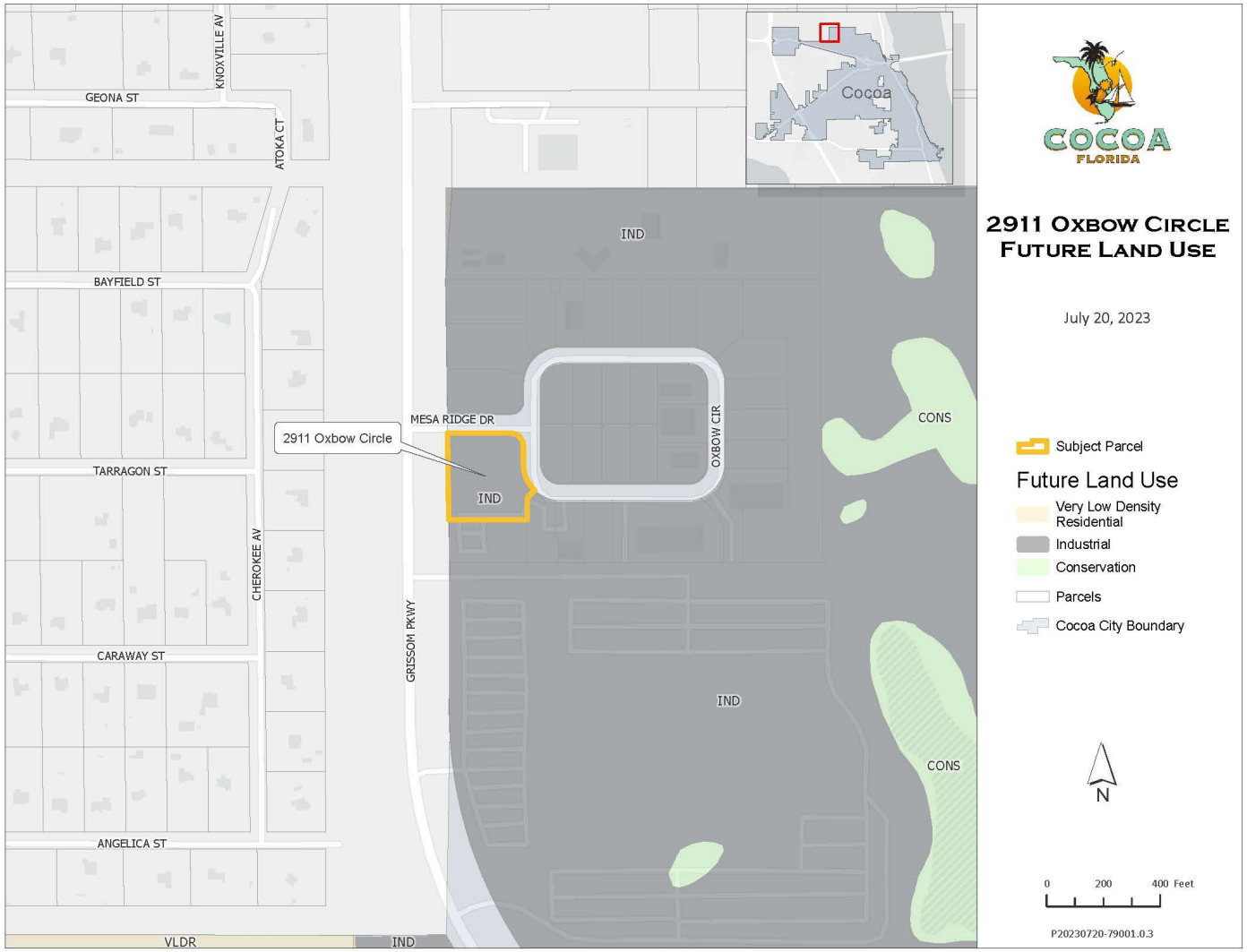


LDC Amendment – Pint & Pistol
2911 Oxbow Circle, Cocoa, Florida
Zoning Map



COCOA FLORIDA

LDC Amendment – Pint & Pistol
2911 Oxbow Circle, Cocoa, Florida
Future Land Use Map



COCOA FLORIDA

LDC Amendment – Pint & Pistol

- Applicant has requested that the Land Development Code (LDC) be updated to allow restaurants to serve liquor, in addition to beer and wine, in the M-2 Zoning District.
- Pint & Pistol currently operates at 2911 Oxbow Circle as a shooting range and restaurant, which serves beer and wine.
- Pursuant to *Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the planning board shall consider and study*

  a. The need and justification for the change.

  b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

LDC Amendment – Pint & Pistol

- Currently, the code allows restaurants in the following zoning districts:
  - C-N
  - C-G
  - CBD
  - C-C
  - PUD
  - UMD
  - M-2
- Each zoning district has their own unique standards related to restaurants, less the CBD. However, none of the districts, aside from M-2, restrict sales to only beer and wine.

LDC Amendment – Pint & Pistol

- M2 Commercial Uses:
  - Restaurants located within one (1) principal structure, including the sale of beer and wine for on-site consumption only, with a minimum three thousand (3,000) linear feet spacing requirement between restaurant uses as measured between the nearest property lines. This distance requirement shall not apply if the proposed restaurant is part of a master planned industrial park and the restaurant is located within four hundred (400) feet of Grissom Parkway.

LDC Amendment – Pint & Pistol

Need and Justification for the Change

- The LDC currently defines a Restaurant as “Any building or structure or portion thereof, in which food is prepared and served for pay to any person not residing on the premises.”
- (C) RESTAURANTS; ALCOHOLIC BEVERAGE SALES AS ACCESSORY USE. Providing a restaurant meets the following requirements, the sale of alcoholic beverages for on-premise consumption shall be allowed as an accessory use and in such cases, the provisions of paragraph (E) of this section shall not apply:
  - (1) The restaurant must have seating accommodations at tables for at least forty (40) persons, excluding seats or stools in a bar or lounge area. For purposes of satisfying this requirement, any restaurant seeking an exemption under subsection (C) shall obtain written confirmation and approval from the fire inspector that such restaurant is lawfully providing seating at tables for at least forty (40) people.
  - (2)The facility must contain a kitchen to prepare and serve meals when open for business.

LDC Amendment – Pint & Pistol

Need and Justification for the Change

- Article 13, Section 20 states:
  - (E) RESTRICTIONS AS TO LOCATION.
    - (1) No license for the on-premises sale and consumption of alcoholic beverages containing more than one percent (1%) alcohol by weight shall be granted or permission given where the proposed premises is within three hundred (300) feet of an established school, church or residential zone; nor shall a church or school be granted a license or permitted to begin operations where the proposed church or school is within three hundred (300) feet of an established premises which is licensed for the sale and on-premise consumption of alcoholic beverages containing more than one percent (1%)alcohol by weight.
    - (2) Such distances shall be measured by a straight line from the nearest point of the building or portion of a building which is the proposed premises, to the nearest point of the building or portion of a building which is the established premises. Said distance shall be verified by a survey prepared by a Florida registered land surveyor, paid for by the property owner or applicant of the proposed premises, and provided to the Community Development Department for review.
    - (5) A variance may be granted from the three hundred (300) foot rule if the applicant shows the premises (1) was historically used as an establishment licensed for the on-premise consumption of alcoholic beverages, a church or a school, and (2) meets the criteria provided in Appendix A, Article XVII, Section 3 of this Code.

LDC Amendment – Pint & Pistol

Need and Justification for the Change

- Florida Statutes 562.45(2): "…a location for on-premises consumption of alcoholic beverages **may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school** unless the county or municipality approves the location as promoting the public health, safety, and general welfare of the community under proceedings as provided in s. 125.66(4), for counties, and s. 166.041(3)(c), for municipalities."

LDC Amendment – Pint & Pistol

Comprehensive Plan Program

- This request supports both Goal 1.1 and Objective 1.1.1. of the Future Land Use Element.
- The Comprehensive Plan encourages flexibility of uses via the states Goal and Objective above, as well as via Figure FLU-1 of the FLU Element.

LDC Amendment – Pint & Pistol

- Staff has determined this rezoning request is consistent with both the Code of the City of Cocoa and the Comprehensive Plan Policies and Objectives as outlined in the Staff Analysis in the staff report.
- The Planning & Zoning Board unanimously recommended approval of the request at their August 16, 2023 meeting.
- Staff recommends that the Planning & Zoning Board recommend APPROVAL to City Council to amend the list of permitted uses related to restaurants in the M-2 District, as outlined in the Land Development Code.

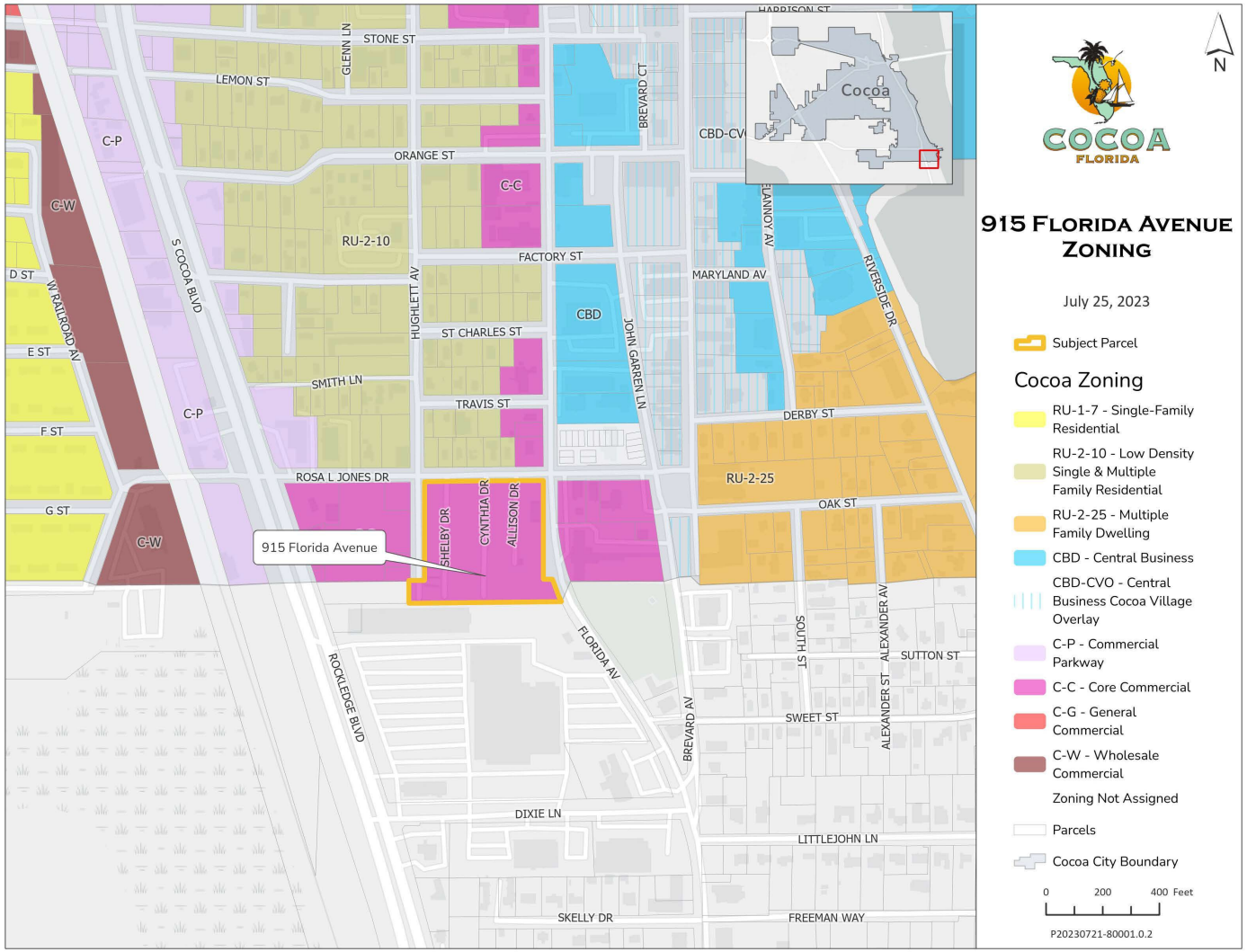
City Council Meeting

August 22, 2023

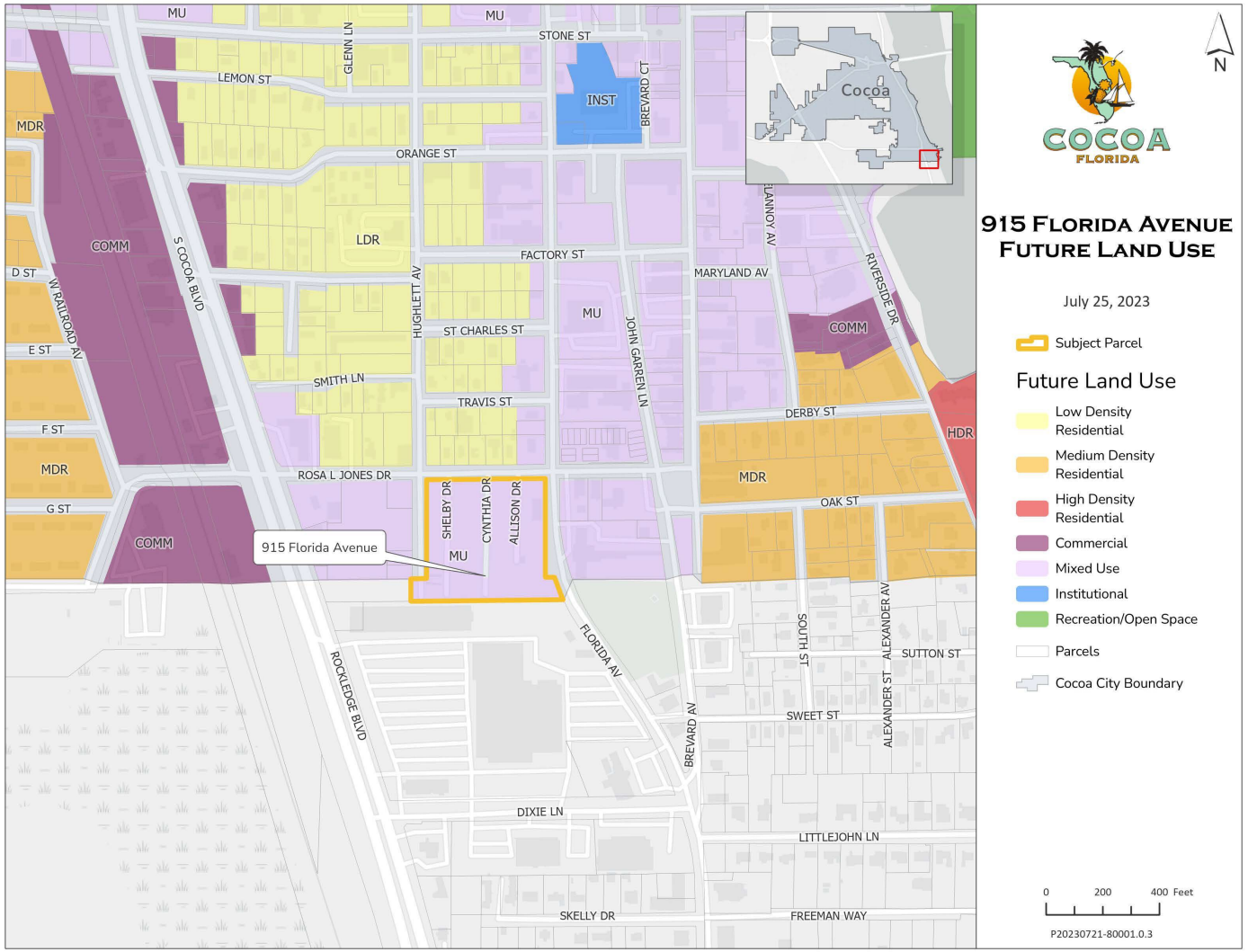
915 Florida Ave. Comprehensive Plan Amendment
Location Map



915 Florida Ave. Comprehensive Plan Amendment
Zoning Map

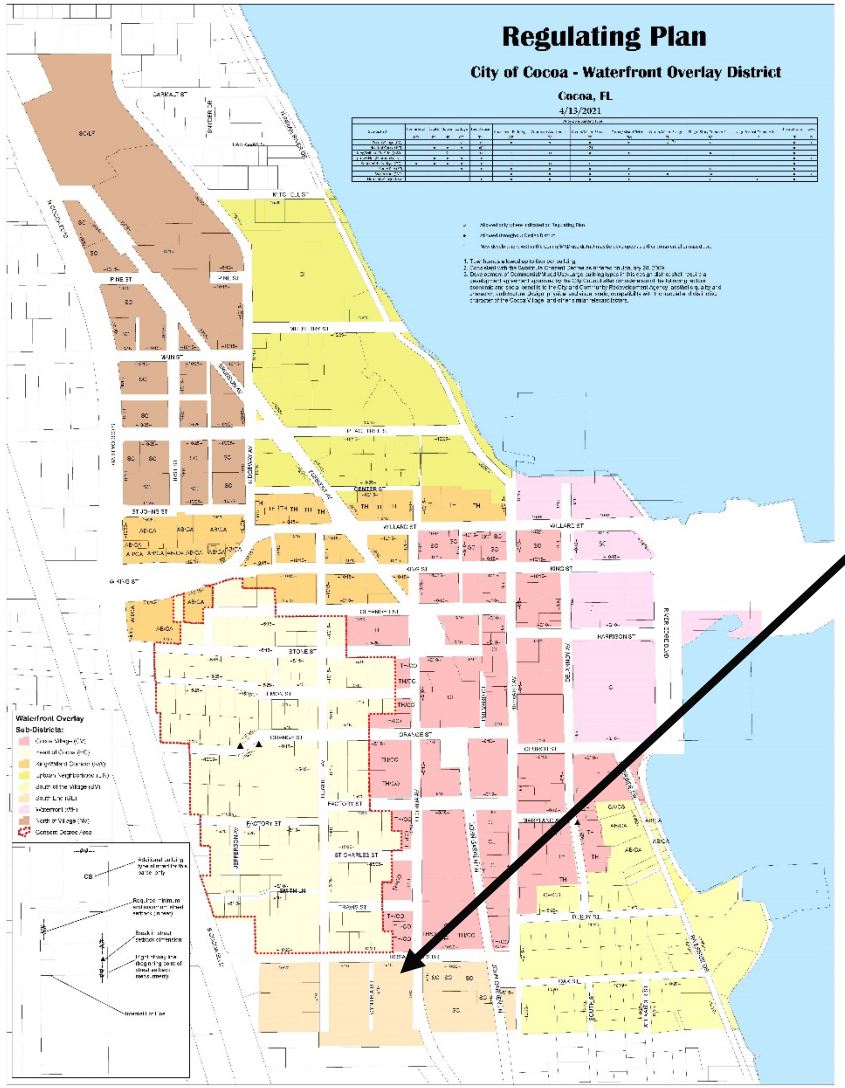


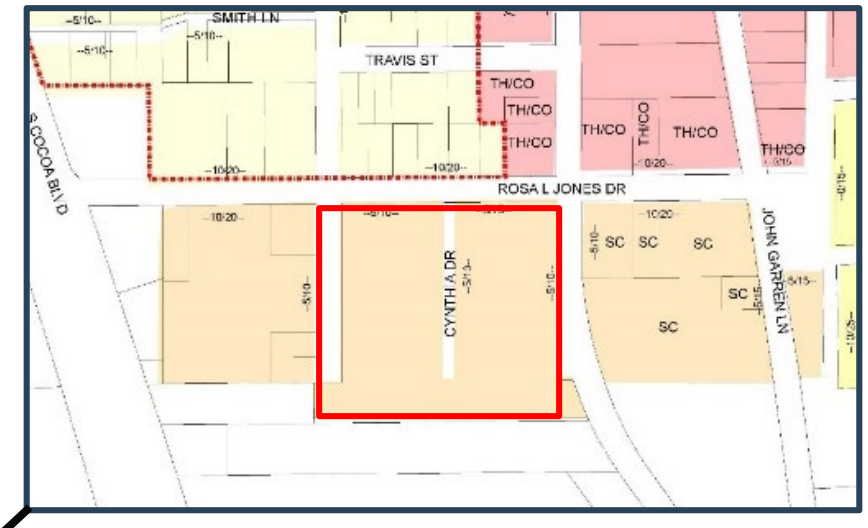
915 Florida Ave. Comprehensive Plan Amendment
Future Land Use Map



COCOA FLORIDA

915 Florida Ave. Land Comprehensive Plan Amendment
Waterfront Overlay District Regulating Plan





Waterfront Overlay Sub-Districts:

- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)
- Consent Decree Area

915 Florida Ave. Land Development Code and Comprehensive Plan Amendment

- The applicant is the City of Cocoa.
- The purpose of the requests is to allow for greater redevelopment opportunities on City owned land located at 915 Florida Ave. The adoption of the proposed ordinances, in combination, would allow for up to an 8-story, 125 du/acre, vertical mixed-use building located at 915 Florida Avenue, conditional upon the City Council approving a development agreement in its discretion after considering multiple factors.
- While no concepts for such a project have been received, the City is taking a proactive approach by setting forth the regulations for such a project to encourage a public-private partnership for a new gateway project into the Cocoa Village and Downtown area of Cocoa and in anticipation of releasing a new RFP seeking redevelopment of the City-owned parcel.
- These proposed updates are part of a larger plan to continue offering unique redevelopment solutions within the Downtown/Cocoa Village area.

915 Florida Ave. Comprehensive Plan Amendment

- Comprehensive Plan Amendment
  - Summary: Allows up to 125 du/acre, conditioned upon and subject to City Council approving a development agreement after consideration of facts outlined in Policy 1.1.2.6 of the Comprehensive Plan
  - Update to Note 9 of Figure FLU-1
    - "…the maximum density may be increased by the City Council for certain approved redevelopment projects on properties designated Cocoa Village and South End Subdistrict with a Commercial/Mixed Use Large (CL) building type on the Cocoa Waterfront Overlay District Regulating Plan pursuant to Policy 1.1.2.6."
  - Update to Policy 1.1.2.6 Mixed-Use (MU), (b)(A) including the South End Subdistrict as part of the 125 du/acre policy, as well as showing the location of the 125 du/acre map.
  - Adding South End Subdistrict to 1.1.2.6 Mixed-Use (MU) (b)(C)(iv)
  - Updates Figure FLU-2 to add 915 Florida Avenue as eligible for up to 125 du/acre

915 Florida Ave. Comprehensive Plan Amendment

- Ordinance No. 17-2023 details the proposed technical updates to the Comprehensive Plan.
  - The subject property has the Mixed-Use (MU) FLU designation.
  - Existing policies in FLU Element Figure FLU-1 Note 9 and Policy 1.1.2.6 are being adjusted to include, generally, the addition of the “South End Subdistrict” portion of the Cocoa Waterfront Overlay District Regulating Plan, to accommodate 915 Florida Avenue as being part of the 125 du/acre density program.
  - These changes are outlined further in the Ordinance and Staff Report.

915 Florida Ave. Comprehensive Plan Amendment

- Existing Figure FLU-2 is amended to add 915 Florida Avenue as property eligible for up to 125 du/acre, conditioned upon and subject to development agreement
  - City Council will consider density increases when a particular project is proposed and will consider the same factors as previously established for other 125 du/acre eligible properties:
    - Economic and social benefits to City and CRA
    - Aesthetic quality and character, architectural design, physical and visual scale
    - Proposed enhancements that will significantly bring the overall quality of the development above and beyond the minimum requirements set forth in the City Code
    - Compatibility and harmony with the character of the Cocoa Village and subdistrict
    - Impact on public facilities
    - Adequacy of on-site parking and impact on off-site parking
    - Consistency with the CRA Redevelopment Plan and Waterfront Master Plan
    - Proven first-hand experience of the developer to complete the project
    - Development Schedule
    - Incorporate of “green” community designs
    - Recommendation of CRA
    - Compliance with the LDC and Comprehensive Plan policies

915 Florida Ave. Comprehensive Plan Amendment

- Staff report covers the full LOS analysis as a result of the request for potable water, solid waste, stormwater, transportation, police, fire, school, and park services.
- Sewer LOS analysis since updated with additional modeling.
- Sewer LOS will likely be impacted by the project.
  - If a project is developed at the very maximum density allowed, the threshold allowed by the Sewer Master Plan and Capital Facility Plan likely will be exceeded for gravity sewer lines in the Cocoa Village should other sites eligible for 125 du/acre program also be constructed at maximum density. The additional flows would likely also impact existing Lift Station #2, requiring modifications to the Station to meet LOS.
  - As a result, upgrades to the sewer system would likely be necessary to achieve maximum density.
- Note that when a site plan is submitted, all required studies (environmental, transportation, etc.) will be reviewed as part of the site plan review process.

915 Florida Ave. Comprehensive Plan Amendment

- The proposal complies with all aspects of the Comprehensive Plan, and furthers many of the Goals, Objectives, and Policies outlined in the FLU and Housing elements, as well as the East Central Florida Comprehensive Regional Policy Plan.
- The City of Rockledge was notified about the request due to the subject property being adjacent to City of Rockledge jurisdictional limits.

915 Florida Ave. Comprehensive Plan Amendment

- This is an Expedited State Review Amendment.
  - Process: City Council for Transmittal Hearing
  - Transmittal to State for DEO Review
  - Adoption by the City Council

915 Florida Ave. Comprehensive Plan Amendment

- Staff has determined that the request for an Expedited State Review Comprehensive Plan Amendment complies with all relevant sections of the City of Cocoa Code of Ordinances and Comprehensive Plan.
- Staff recommends **APPROVAL** of the requested Expedited State Review Comprehensive Plan Text Amendment to expand the very limited geographic area by which vertical mixed-use projects may be built at 125-units per acre, to include a +/- 4.32 acre parcel of City-owned land located at 915 Florida Ave., Cocoa, Florida (Brevard County Parcel ID 24-36-33-80-23)

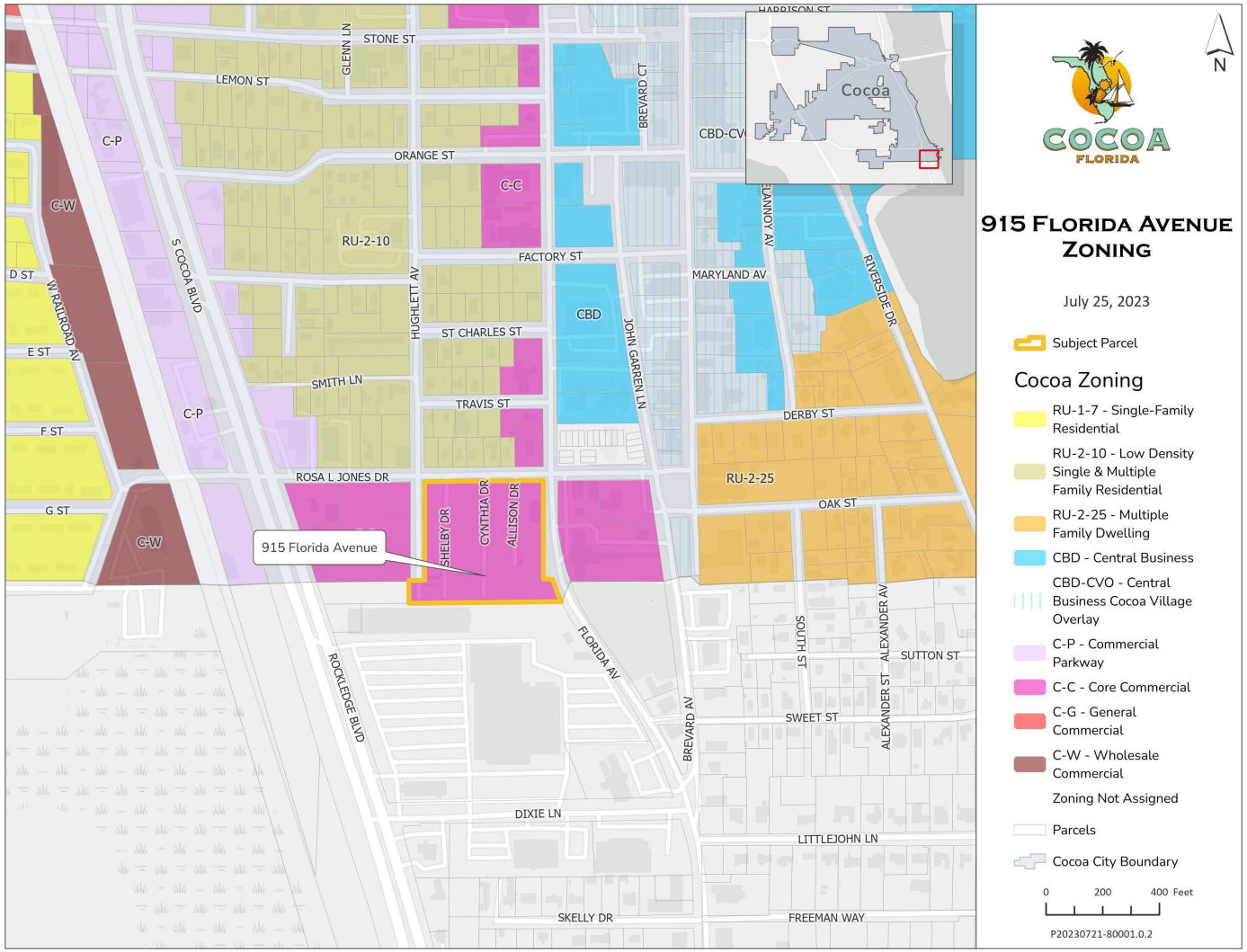
City Council Meeting

August 22, 2023

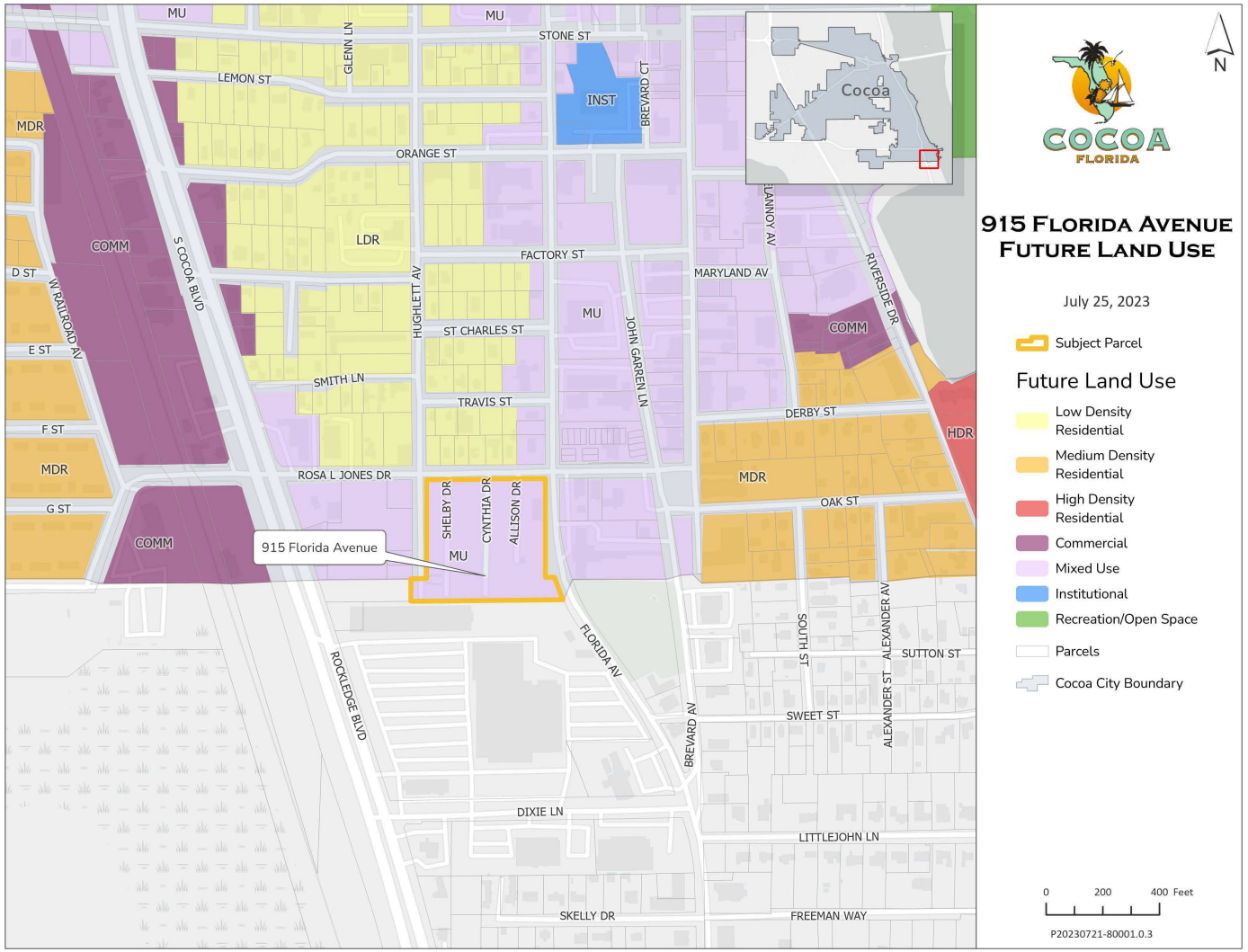
915 Florida Ave. Land Development Code Amendment
Location Map



915 Florida Ave. Land Development Code Amendment
Zoning Map

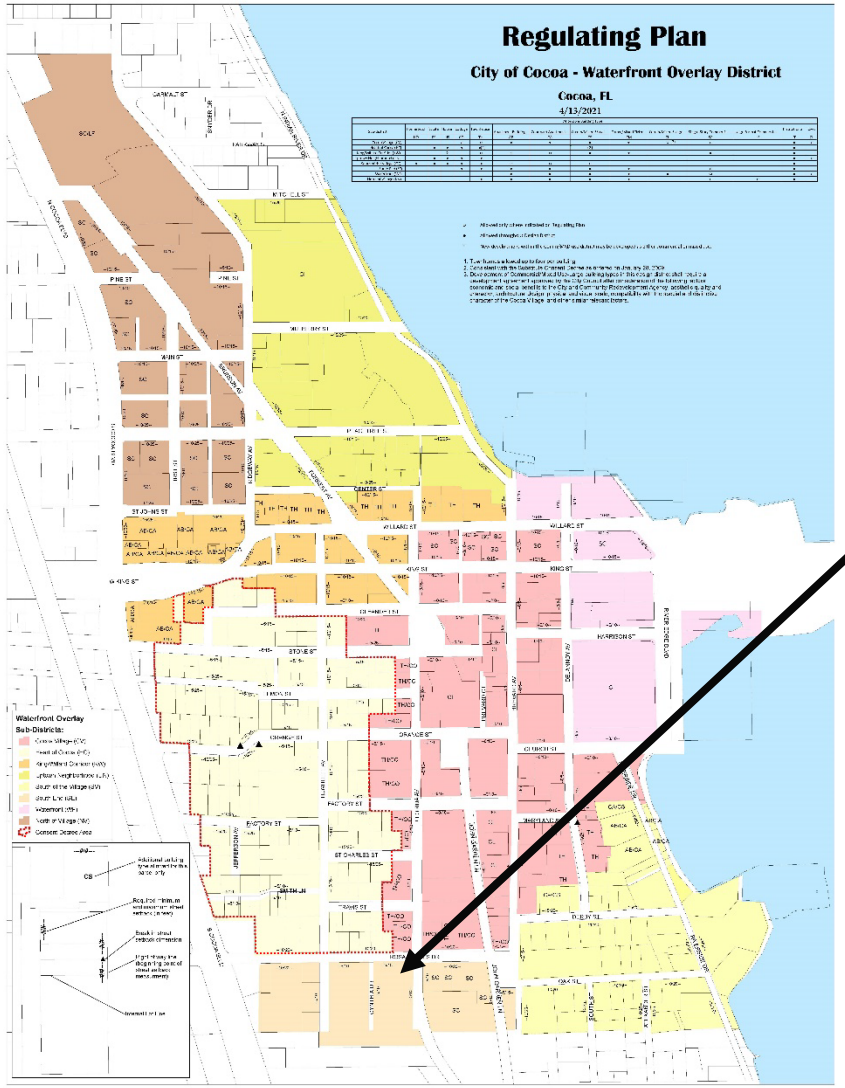


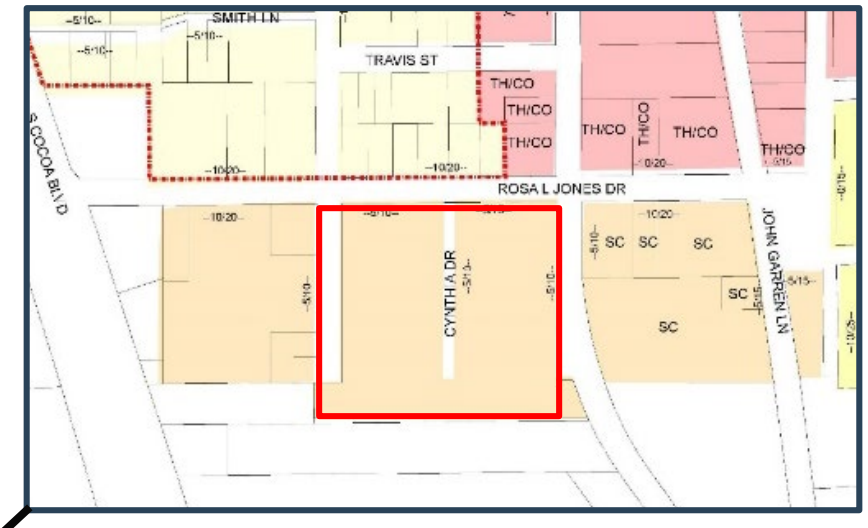
915 Florida Ave. Land Development Code Amendment
Future Land Use Map



COCOA FLORIDA

915 Florida Ave. Land Development Code Amendment
Existing Waterfront Overlay District Regulating Plan

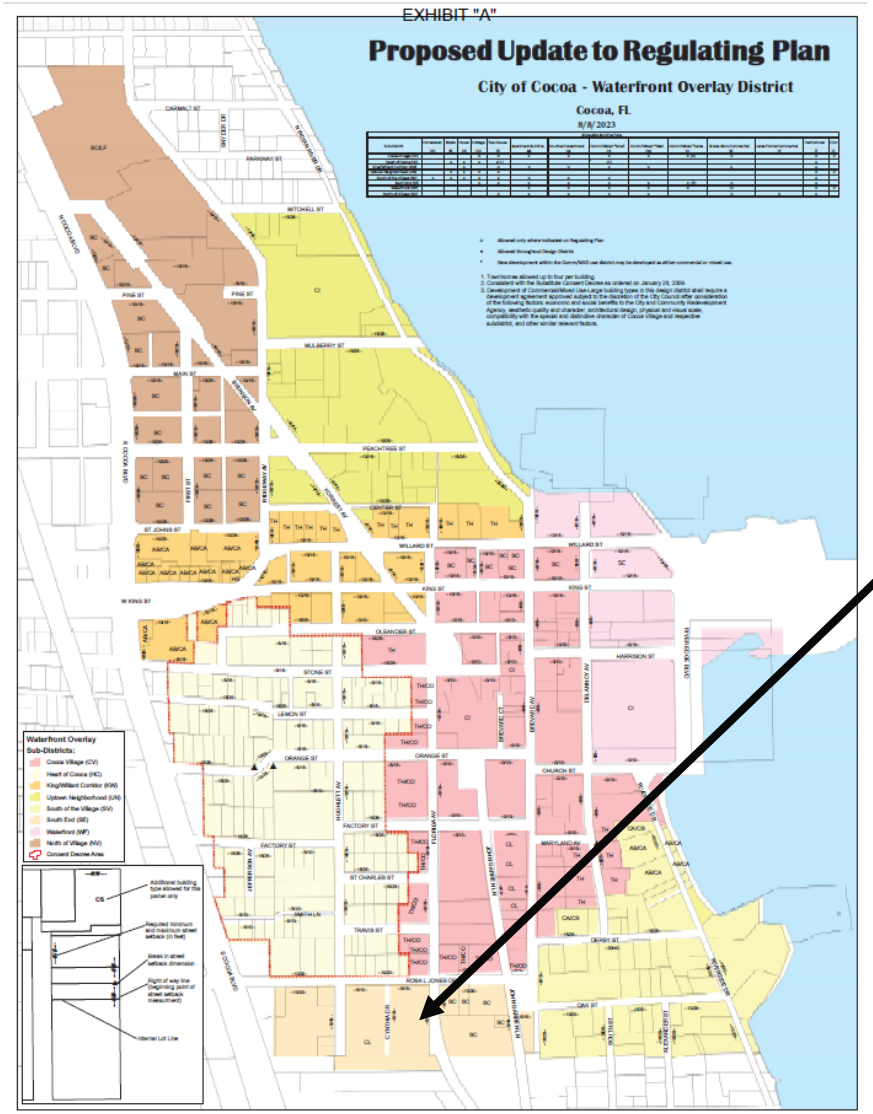


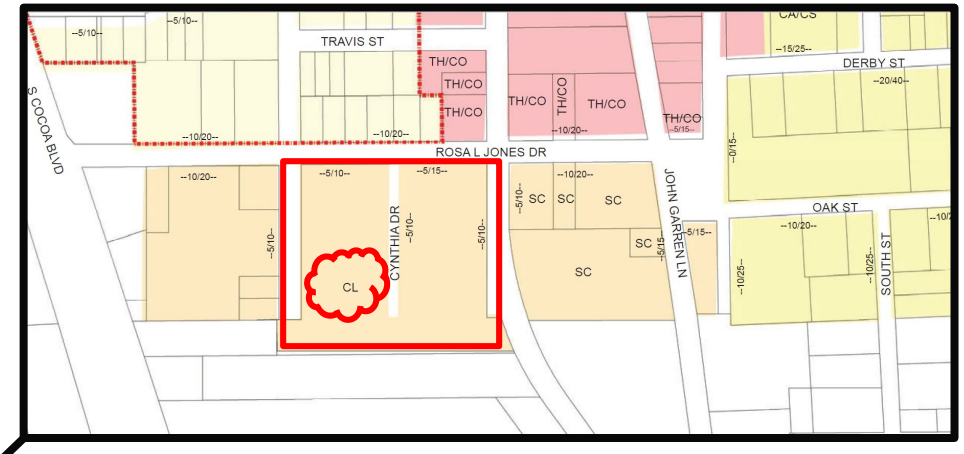


Waterfront Overlay Sub-Districts:

- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)
- Consent Decree Area

915 Florida Ave. Land Development Code Amendment
Proposed Waterfront Overlay District Regulating Plan





Waterfront Overlay
Sub-Districts:

- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)
- Consent Decree Area

915 Florida Ave. Land Development Code Amendment

- The applicant is the City of Cocoa.
- The purpose of the request is to allow for greater redevelopment opportunities on City owned land located at 915 Florida Ave. The adoption of the proposed ordinances, in combination, would allow for up to an 8-story, 125 du/acre, vertical mixed-use building located at 915 Florida Avenue, conditional upon the City Council approving a development agreement in its discretion after considering multiple factors.
- While no concepts for such a project have been received, the City is taking a proactive approach by setting forth the regulations for such a project to encourage a public-private partnership for a new gateway project into the Cocoa Village and Downtown area of Cocoa and in anticipation of releasing a new RFP seeking redevelopment of the City-owned parcel.
- These proposed updates are part of a larger plan to continue offering unique redevelopment solutions within the Downtown/Cocoa Village area.

915 Florida Ave. Land Development Code Amendment

- The project request has two parts:
- LDC Update (covered in next presentation)
  - Summary: Changes uses allowed in the South End and allows buildings up to 8 stories in height, conditioned upon and subject to City Council approval of a development agreement after consideration of certain factors
  - Update Waterfront Overlay District Regulating Plan to allow Commercial/Mixed-Use Large (CL) Building types on 915 Florida Ave.
  - Update Section 22, F, to include C-C, Core Commercial, in the South End (SE) column of uses.
    - Permitting certain Office and Commercial uses.
  - Adding Commercial/Mixed Use Large (CL) to South End in the Design Districts and Building Types Table
  - Adding clarifying language to Note 3 of said Table.

915 Florida Ave. Land Development Code Amendment

- Ordinance No. 18-2023 details the proposed technical updates to the LDC.
- The staff report provides analysis for the following pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the planning board shall consider and study:
  - The need and justification for the change.
  - The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

915 Florida Ave. Land Development Code Amendment

- *The need and justification for the change.*
  - Currently, the largest building allowed on 915 Florida Avenue is 5 story, Commercial/Mixed-Use Medium building
  - The proposed updates will allow for great flexibility of growth on the subject property by providing for building heights that promote vertically mixed-use buildings.
  - The City will maintain an interest and say in how the subject property is developed as not only is the City the owner of the land, but a Developer's Agreement is required for these types of projects.
  - City Council will consider factors such as economic and social benefits to City and CRA, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the Cocoa Village and South End when a particular development project is proposed
  - On-going market trends show that in downtown areas, these types of projects maximize tax base, services, housing and economic opportunities, and transportation.

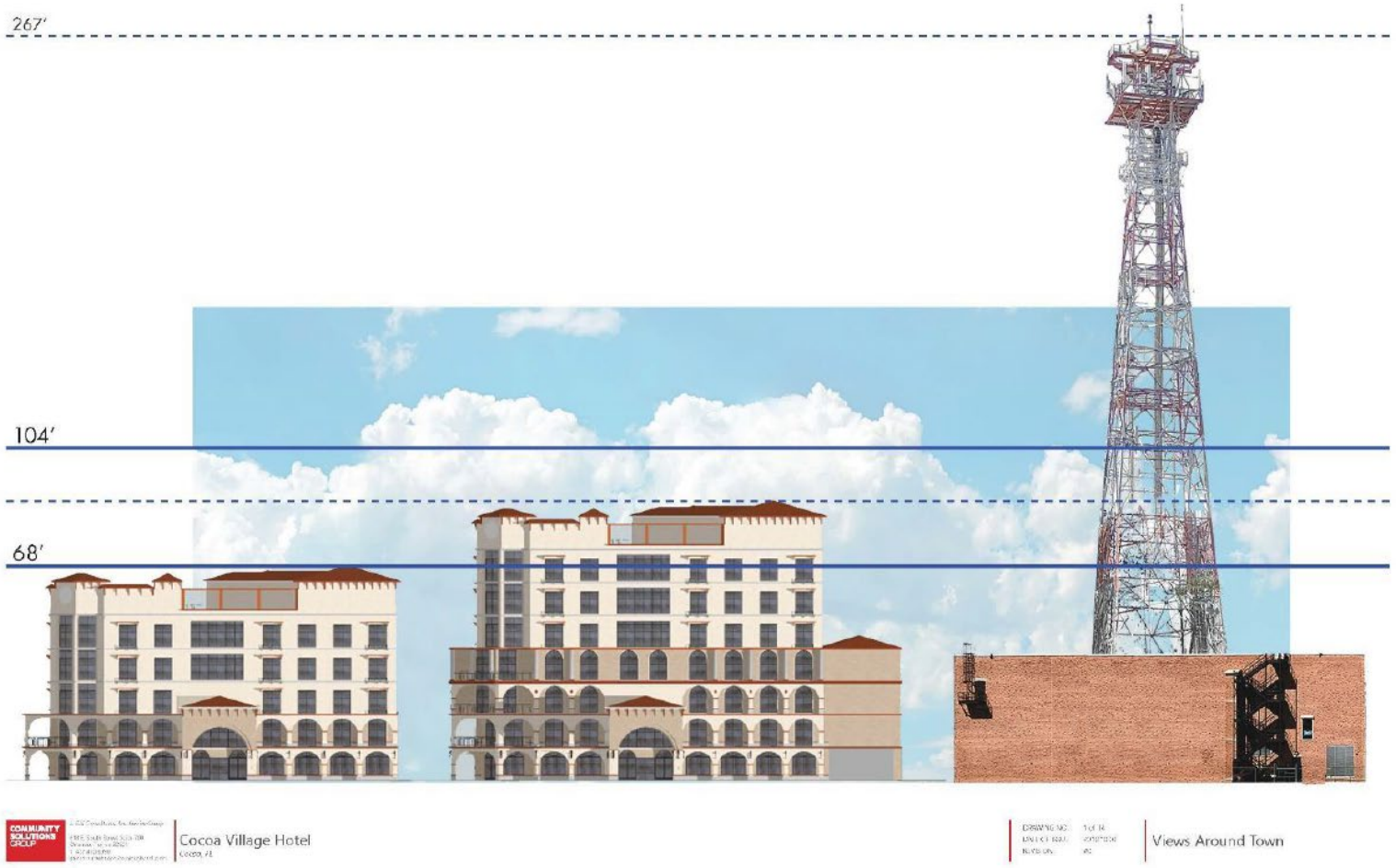
915 Florida Ave. Land Development Code Amendment

- *The need and justification for the change.*
  - Uses to be added to the South End to promote a vertical mixed-use project
    - Professional offices, studios, clinics, labs, general offices
    - Bar or lounge (SE)
    - Cultural centers, museums, galleries, community centers (commercial)
    - Gym and Fitness Facilities of less than 7500 square feet
    - Package store, beer and wine (SE)
    - Pharmacy, Optical Services
    - Recreation structures, theaters, driving ranges, bowling alleys (not drive in theaters) (SE)
    - Retail stores (except automotive)

915 Florida Ave. Land Development Code Amendment

- *The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.*
  - A companion FLU amendment is being processed to allow for the density of up to 125 dwelling units per acre.
  - The subject property is already Mixed-Use (MU), as such, the proposed LDC amendment continues to comply with the Comprehensive Plan, as well as furthers the Goals, Objectives, and Policies, as outlined in the Staff Report.

915 Florida Ave. Land Development Code Amendment



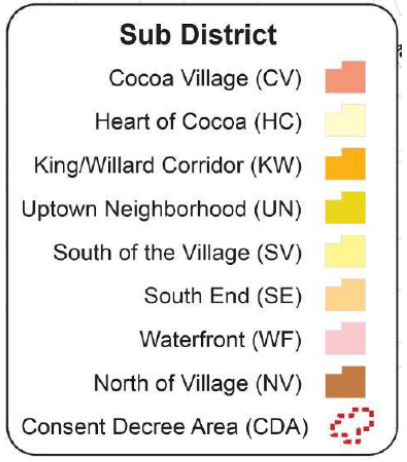
Options: 5 Story Hotel vs 8 story Hotel (view from Factory looking south)

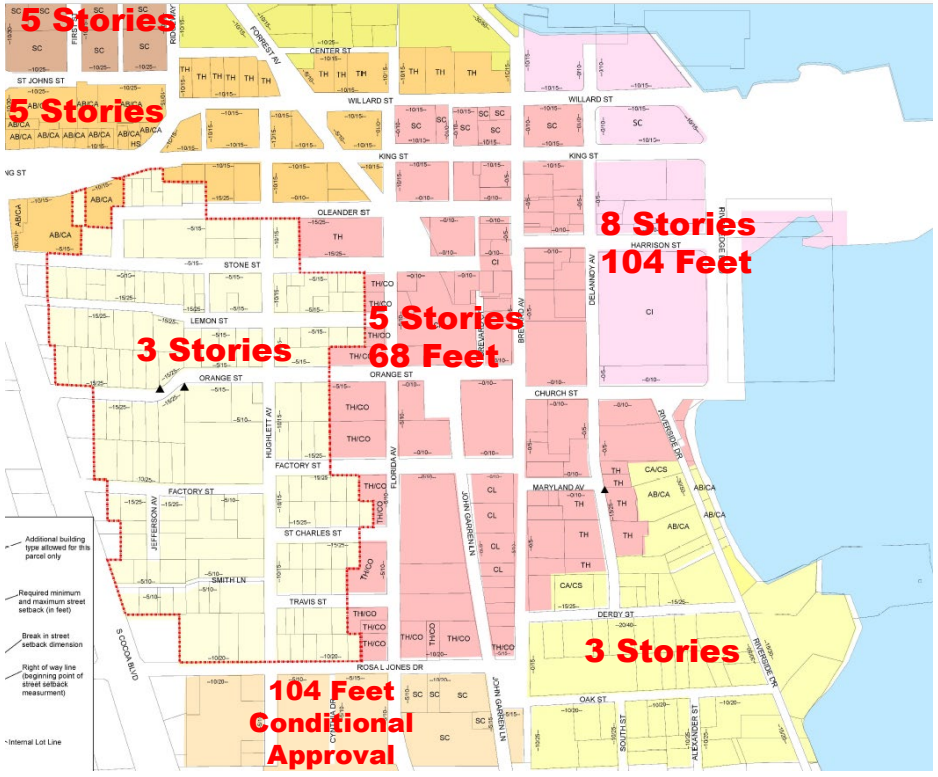
915 Florida Ave. Land Development Code Amendment



915 Florida Ave. Land Development Code Amendment

SUB DISTRICT	Homestead HO	Estate ES	House HS	Cottage CO	Townhouse TH	Apartment Building AB	Courtyard Apartment CA	Comm/Mxd Use - Small* CS	Comm/Mxd Use - Med* CM	Comm/Mxd Use - Large* CL	Single-Story Commercial SC	Large Format Commercial LF	Institutional IT	Civic CI
	ALLOWABLE BUILDING TYPE													
Cocoa Village (CV)				□	□	■	■	■	■		□		■	□
Heart of Cocoa (HC)		■	■	■	■ (2)			(3)					■	
King/Willard Corridor (KW)					□	□	□	■	■		■		■	
Uptown Neighborhood (UN)		■	■	■	■								■	□
South of the Village (SV)	■	■	■	■	■	□	□	□					■	
South End (SE)				■	■	■	■	■	■		□		■	
Waterfront (WF)						■	■	■	■	■			■	□
North of Village (NV)					■	■	■	■	■		□	□	■	





915 Florida Ave. Land Development Code Amendment

- Staff has determined that the request for the Land Development Code Amendment complies with all relevant sections of the City of Cocoa Code of Ordinances and Comprehensive Plan.
- Staff recommends **APPROVAL** of the requested Land Development Code Amendment to Appendix A, Article XI, Section 22 of the Zoning Ordinance of the City of Cocoa to allow Large Scale Commercial/Mixed-Use Buildings on certain properties within the Cocoa Waterfront Overlay District and to amend the list of permitted and special exception uses in the South End Subdistrict of the Cocoa Waterfront Overlay District.

PZ-23-02000006– Consideration of Zoning Text Amendment (Ordinance 19-2023)

- Consideration of a Zoning Text Amendment regarding visual screening regulations, as required in Appendix A, Zoning, Article XIII, Supplementary District Regulations, Section 5.
- Various complaints to the Planning and Zoning Department let to a discussion between staff and the city manager of the setback and height requirements for fences and walls in the city. The assistant city attorney recommend a revision to the city code to increase readability and comprehension of the visual screening requirements.

PZ-23-02000006– Consideration of Zoning Text Amendment (Ordinance 19-2023)

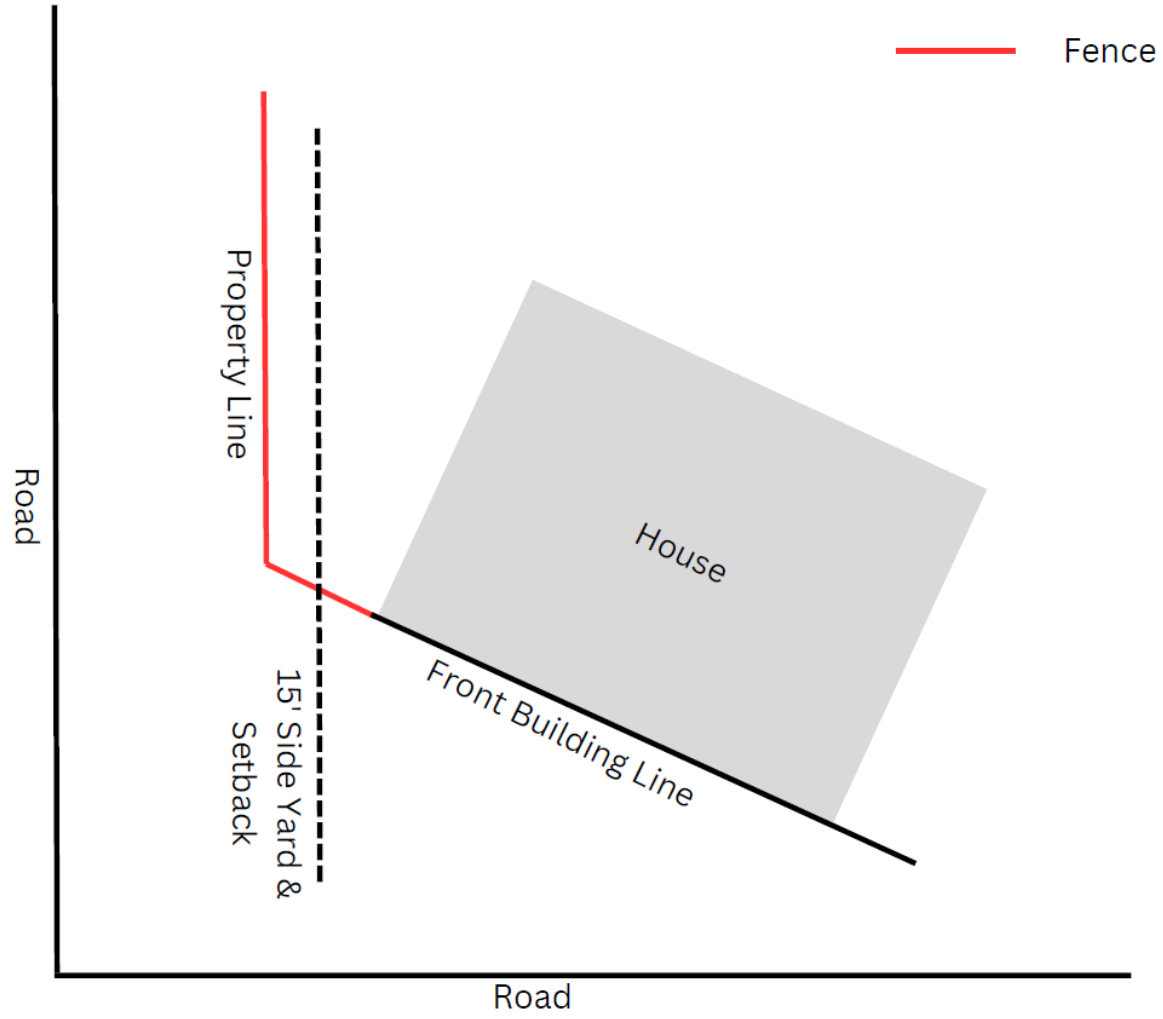
- Current regulation:

Side corner lot yard (and in front of a principal structure)	4' max.; may be 6' max. behind the side corner lot setback or front building line, whichever is less.	4' max.; may be 6' max. behind the side corner lot setback or front building line, whichever is less.	6' max.

PZ-23-02000006– Consideration of Zoning Text Amendment (Ordinance 19-2023)

- The main changes related to this ordinance are:
  - Remove the specific requirement in fence and wall bulk regulations described as “in front of a principal structure”.
  - Eliminate the 4’ max requirement for fences located on the side corner setback.
  - Clarify the height maximum requirement for fences located behind the front building as 6’.
  - Provide for a fence to be located with a minimum of 5’ from the nearest edge of a sidewalk within the side corner setback, or at the property line within the side corner setback on properties with no sidewalk.
  - Provide direction that the site visibility triangle must be maintained.

PZ-23-02000006– Consideration of Zoning Text Amendment (Ordinance 19-2023)



PZ-23-02000006– Consideration of Zoning Text Amendment (Ordinance 19-2023)

- Staff has determined this amendment to be consistent with both the Code of the City of Cocoa and the Comprehensive Plan Policies and Objectives.
- The Planning & Zoning Board unanimously recommended approval of the request at their August 16, 2023 meeting.
- Staff recommends the Planning & Zoning Board recommend **APPROVAL** to the City Council of Ordinance 19-2023.

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

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Blake, Michael, Chris	City of Cocoa Council
MAILING ADDRESS 307 Blake Ave	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY Cocoa	COUNTY Brevard
DATE ON WHICH VOTE OCCURRED 8/22/23	NAME OF POLITICAL SUBDIVISION: MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

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

ELECTED OFFICERS:

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

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

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

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

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Michael C Blake, thereby disclose that on Aug 22, 20 23:

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

___ inured to my special private gain or loss;

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

✓ inured to the special gain or loss of my relative, Father Siblings;

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

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

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

they owned property adjacent to the property that is affected by the Ordinance

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

8/22/2023
Date Filed

Michael C. Blake
Signature

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

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

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Blake, Michael Travis	City of Cocoa Council
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
207 Blake Ave	☐ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY / COUNTY	NAME OF POLITICAL SUBDIVISION:
Cocoa / Brevard	
DATE ON WHICH VOTE OCCURRED	MY POSITION IS:
8/22/2023	☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

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

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

ELECTED OFFICERS:

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

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

APPOINTED OFFICERS:

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APPOINTED OFFICERS (continued)

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8/22/2023
Date Filed

Michael C. Blake
Signature

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Legislation Details (With Text)

File #:	23-639	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Agenda Ready
File created:	10/6/2023			**In control:**	City Council
On agenda:	10/10/2023			**Final action:**	
Title:	Approval of the Minutes for the Budget Workshop held on August 22, 2023 as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-22-2023 Special Meeting Minutes ADA.pdf Exhibit A - FY24 Budget Presentation 8-22 (1).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 6, 2023
Agenda Date: October 10, 2023
Prepared By: Monica Arsenault, Interim City Clerk
Through:
Requested Action:
Approval of the Minutes for the Budget Workshop held on August 22, 2023 as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the Minutes for the Budget Workshop held on August 22, 2023 as written or with amendments.

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MINUTES
City of Cocoa
Special City Council Meeting

August 22, 2023

A Special City Council Meeting was held on Tuesday, August 22, 2023, 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 4:00 p.m.

Councilman Goins provided the invocation and a US Airforce veteran led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The Interim City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor (via phone)
	Rip Dyal	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Stockton Whitten	City Manager
	Kristin Eick	Asst. City Attorney
	Monica Arsenault	Interim City Clerk

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Charlene Neuterman, Community Services Director (via phone); Tammy Gemmati, Administrative Services Director; Evander Collier, Police Chief; Lora Howell, Deputy Finance Director; Jonathan Lamm, Fire Chief; Rob Beach, Chief Technology Officer; Samantha Senger, Communications/Economic Development Director; Abby Morgan, Interim Public

Works Director; Jason Dowty, Helpdesk Support Tech; and Lisa Richardson, Helpdesk Support Tech.

II. Budget Presentations:

Ms. Bowman provided a budget presentation[1]. She reviewed the City's recent priorities and accomplishments, mentioning educational assistance programs, the High School Sponsorship Program for the Police and Fire Academies, adjusting the way capital projects are funded through recurring revenue and affordable housing projects.

Ms. Bowman addressed recruitment and retention issues that are facing the nation as a whole. It was noted that according to the US Bureau of Labor Statistics there has been and will be a shortfall of six million engineers or more between 2016 and 2026. She shared several news articles from around the US discussing the shortages and recruitment issues.

Ms. Bowman shared the details for the FY24 budget priorities as follows:

- Public Safety – Recruitment & Retention/Equipment
- Investment in Public Infrastructure

City Manager Whitten gave an overview of property taxes, sharing a comparison of homes from an actual street in Cocoa. Tax values in the City of Cocoa were discussed as well as a breakdown about how tax dollars are spent.

The FY24 General Fund Budget was discussed in detail. Over the past few years the City has experienced noticeable increases in operating expenses. Staff worked diligently to provide a balanced budget and explore ways to manage the increases which include:

- Property Insurance
- Health Insurance
- Utilities (Electric/Water)
- Wages

Projected Ad Valorem Revenue for FY24 was shared and a breakdown was provided to show what the money pays for.

Ms. Bowman reviewed the FY24 Special Revenue Funds Budget. She shared the highlights of the Special Funds Budget which includes an increase to the Cocoa CRA revenue and the Diamond Square revenue due to increased property tax values.

[1] Exhibit A: FY24 Budget Presentation

Additionally, a decrease in revenue for CDBG, SHIP and HOME from State funding sources resulting in an associated decrease in expenditures for social services. Lastly, an anticipated increase in Building Permit revenue is due to continued strong economic development.

Ms. Bowman talked about the FY24 Debt Service Fund Budget. A decrease of $366,000 in debt service payments will be due to a payoff of a prior bond issue. Scheduled debt service payments for all other outstanding debt will need to be maintained as well.

The FY24 Proprietary Funds Budget was reviewed and Ms. Bowman shared the highlights which include the Stormwater Fund and Water/Sewer Funds.

Lastly, Ms. Bowman went over the Fund Balance in different categories in detail.

City Manager Whitten and Ms. Morgan gave park improvement updates as follows:

- Provost Park
  - New parking lot with lights and stormwater
  - New multipurpose field with irrigation, scoreboard and fencing
  - Reconstruct basketball and pickleball courts
  - South sidewalk
  - Perimeter fencing

- Don “Mo” Stradley Memorial Park
  - New football field with irrigation and stormwater
  - Goal posts
  - 3-sided perimeter fencing

- Junny Rios Martinez Park
  - Splash pad with related pump room
  - Pavilion

Funding concerns were discussed in detail. The following is the approximate remaining Assigned Fund Balance dedicated to each park after design purchase order commitments:

- Provost Park - $770,000
- Don “Mo” Stradley Memorial Park - $527,000
- Junny Rios Martinez Park - $640,000

The $1,969,004 GMP for Provost Park does not include lighting, which is an additional $340,000 for a total of $2,309,004.

City Manager Whitten provided a proposal for Provost Park Funding as follows:

- GMP of $1,969,004 + $340,000 for lights = $2,309,004
- Budgeted: $756,000
- Reassignment of ARPA: $732,000
- Reassignment of ERP software AFB: $821,000
- ERP Software implementation won't occur for at least another two or three fiscal years
- The total cost of software and implementation is unknown
- Funding is ultimately shared between the General Fund and the Utility Fund. Currently, $3 million is assigned in the General Fund
- Replenishing General Fund portion of the ERP Software Project when ready to implement

III. Council Discussion/Direction:

Councilman Goins confirmed that all three parks went out to bid and no responses were received. In response, Ms. Morgan confirmed that no responses were received.

Councilman Goins wished to make a suggestion to hold off on improvements at Junny Rios Park to focus solely on the two other parks since they are more outdated. He explained that it's not that Junny Rios is not important, he just feels like this would allow them to cover more of the cost deficits for the other two parks. He asked if the improvements could be done at that park at a later time since they aren't needed right away.

In response, Councilman Dyal shared that he understands Councilman Goins' point, however District 3 pays the most in taxes but yet his district isn't receiving anything in return and his constituents are starting to talk and get upset.

Councilwoman Koss feels that Junny Rios park is one of the nicest parks in the County and has a lot of amenities. She is more concerned with Don "Mo" Stradley park. She feels the kids deserve better as the bathrooms need work, the fields need work and there are flooding concerns.

Mayor Blake noted that he visited all of the parks and there are in fact flooding concerns at Stradley Park. There are also issues with the entrance and exits at the park. Additionally, he talked about the deficiencies at Provost Park. He asked Council to be logical and equitable when making their decision.

* **MOTION by Councilmember Goins; Seconded by Mayor Blake, to approve the Provost Funding Proposal as written.**

Deputy Mayor Hearn agreed that Provost Park is an eyesore and it needs a lot of work. He feels that whatever it takes to get it done should be done.

Councilmember Dyal wished to point out that one of the bathrooms at Junny Rios is boarded up and there is one working bathroom, however it hasn't been pumped in a long time. In response, Ms. Morgan shared it is being worked on and City Manager Whitten made a note to follow up.

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IV. Adjournment:

*** MOTION by Mayor Blake; Seconded by Councilmember Dyal, to adjourn the Special City Council Meeting of August 22, 2023.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 5:38 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, Interim City Clerk

COCOA
FLORIDA

FY 2024 BUDGET PRESENTATION

August 22, 2023



AGENDA

COCOA
FLORIDA

- FY 2024 Budget Priorities
- Property Tax Overview
- FY 2024 General Fund Budget
- FY 2024 Special Revenue Funds Budget
- FY 2024 Debt Services Fund Budget
- FY 2024 Proprietary Fund Budget
- Fund Balance
- Parks Improvement Updates

BUDGET PRIORITIES

CURRENT & FY2024



COCOA
FLORIDA

WHAT HAVE WE DONE?

Recent priorities and accomplishments

COCOA
FLORIDA

- Educational assistance programs
- High School Sponsorship Program for the Police and Fire Academies
- Adjusting the way capital projects are funded through recurring revenue to allow for on-going maintenance
- Affordable housing projects







FACING THE NATION

Recruitment and retention issues can be seen across the country

COCOA
FLORIDA

Baltimore Firefighters Stretched Thin Because Of Dozens Of Vacancies In Department

BALTIMORE – Baltimore City firefighters are being stretched thin because of dozens of vacancies within its department. The head of the Baltimore City Fire Union told WJZ that burnout is real at the fire department. Just last month, it lost five members to Harford County. City fire leaders told council members on Tuesday that more [...]

EMERGENCY MANAGEMENT AND PUBLIC SAFETY

Law enforcement retention measures taken in Calif. county

Law enforcement officers in California's Kern County will receive 3% pay increases annually through 2025 after an agreement between the Kern Law Enforcement Association and the Kern County Board of Commissioners. The agreement, an effort to boost retention and strengthen recruitment, also allows officers to count leave time as hours worked and to receive longevity pay at specified milestones.

Full Story: KABC-TV (Los Angeles) (7/25)

FACING THE NATION

Recruitment and retention issues can be seen across the country

COCOA
FLORIDA

ABC News

'Vicious cycle': Inside the police recruiting crunch with resignations on the rise



Police departments across the country are facing a "vicious cycle" of retirements, resignations, and fewer hires.

Apr 6, 2023

Ocala-News.com

Marion seeks $21 million contract to address firefighter recruitment and retention

Marion County's negotiation team has tentatively agreed to a $21 million contract with the fire union that aims to address Marion County...

May 28, 2023

FACING THE NATION

Recruitment and retention issues can be seen across the country

COCOA
FLORIDA

The Washington Post
Democracy Dies in Darkness

Police departments across the country are struggling to fill their ranks, creating what many current and former officials say is a staffing emergency that threatens public safety.

Wages, Not Work Environment, Drove North Hampton Police Department, Union Says

NORTH HAMPTON — The town's Select Board has released an email from the police union stating wages were the No. 1 concern of the remaining officers in the town police department after a mass exodus. Town Administrator Michael Tully released the email that stated, "Per your request during the meeting on April 10, 2023, the North Hampton Police […]

FACING THE NATION

Recruitment and retention issues can be seen across the country

COCOA
FLORIDA

The US is facing a critical shortage of high tech engineers

According to the U.S. Bureau of Labor Statistics, between 2016 and 2026 there has been and will be a shortfall of six million engineers, or more.

According to the U.S. Bureau of Labor Statistics, there were 575,000 job openings in state and local government in December 2022, compared to only 195,000 hires. While the private sector has recovered the jobs lost during the pandemic, state and local government had 450,000 fewer employees in January 2023 than in February 2020.

FACING THE NATION

Recruitment and retention issues can be seen across the country

COCOA
FLORIDA

Report: Labor shortage, hiring challenges persist for state and local government hiring managers

"State and local governments continue to face severe labor shortages and are deploying new strategies to attract and retain public service workers," reads a brief outlining the findings of a new report, "State and Local Workforce: 2023 Survey Findings."

"State and local governments hired more full-time or part-time staff in 2022 than in 2021, but it was more common for agencies to report that quits and retirements increased rather than decreased."

The accountant shortage is so real that dozens of cities have no credit score because they didn't file financial paperwork in time

A growing shortage of accountants has exacerbated issues for Marion and plagued dozens of cities and counties across the US. Marion saw its general obligation debt rating downgraded two notches in June and has struggled to file its financials on time. Other municipalities have recently seen their bond ratings deteriorate or disappear, threatening their ability to finance projects and borrow at affordable interest rates.

FY 2024 BUDGET PRIORITIES







PUBLIC SAFETY - RECRUITMENT & RETENTION/EQUIPMENT

- In order to attract and retain a skilled, community oriented, and diverse public safety workforce, we must have competitive wages. Without increasing wages, Cocoa's salary for public safety personnel would be the lowest in the area in FY 2024.

$1.1 million

- Upgrades to public safety communication radios which is a requirement to make them compliant with Federal, State Local communications requirements and increased public safety vehicle replacements.

$1 million

INVESTMENT IN PUBLIC INFRASTRUCTURE

- Allocation of additional funds towards the annual street paving schedule.

$200,000

- Continued maintenance of public facilities and parks including maintenance of neglected cemeteries.

$494,000

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PROPERTY TAX

OVERVIEW



COCOA FLORIDA

PROPERTY TAXES AT A GLANCE

Comparison of homes from an actual street in the City of Cocoa

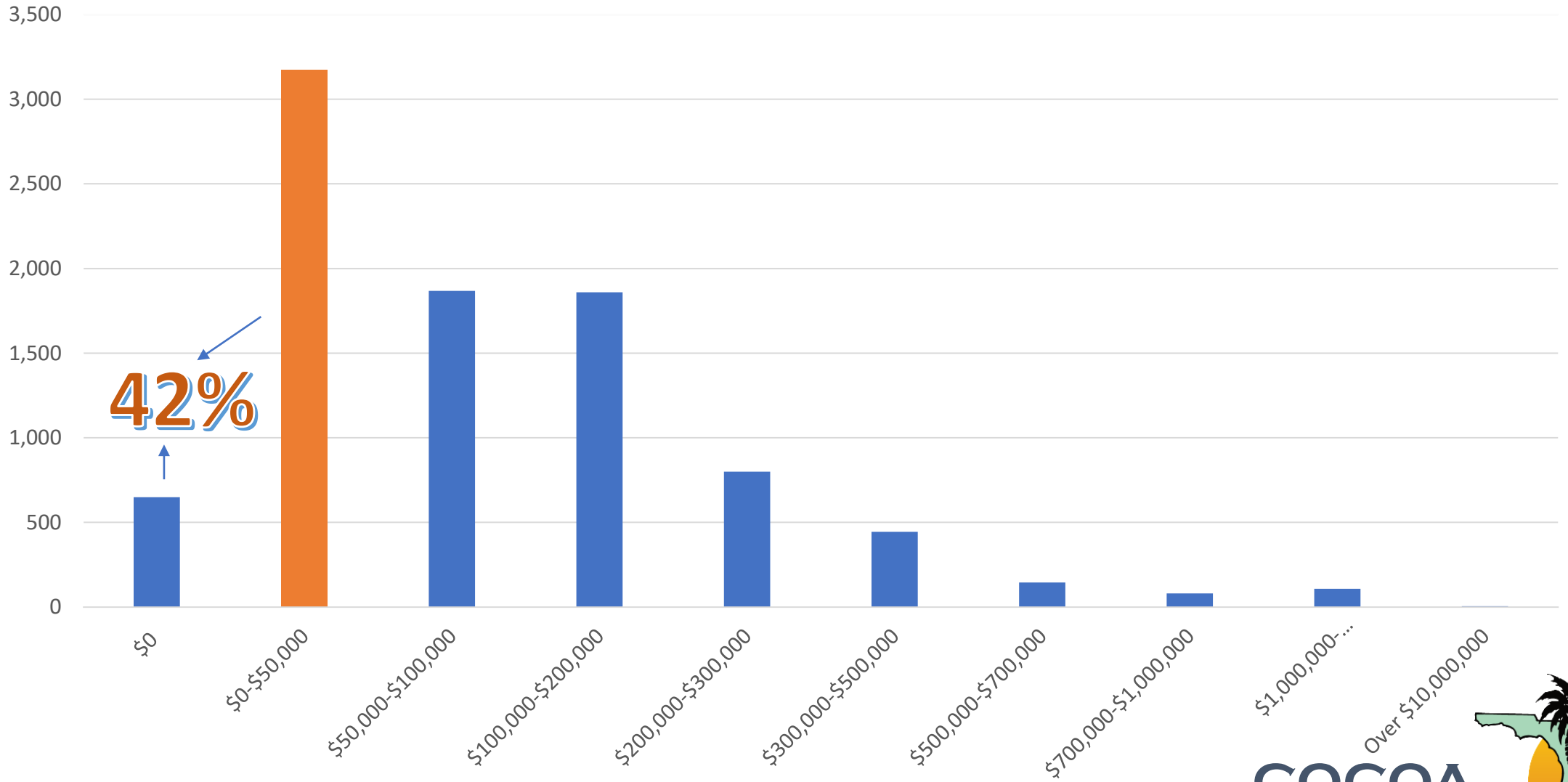






	House #1	Next-door Neighbor #1	Next-door Neighbor #2
Year Built	1980	1980	1980
Year Purchased	1980	2002	2020
Assessed Value 2022	$74,180	$67,410	$160,540
Exemptions 2022	$74,180	$42,410	$0
Taxable Value 2022	$0.00	$25,000	$160,540
Property Taxes Paid to the City of Cocoa 2022 at 6.4532 mills	$0.00	$161.33	$1,036.00
Estimated 2023 Property Taxes to the City of Cocoa with proposed increase to 6.9532 mills	$0.00	$173.83 (An annual increase of $12.50)	$1,227.87 (An annual increase of $191.87)

TAX VALUES IN THE CITY OF COCOA



COCOA FLORIDA

WHERE DOES YOUR TAX DOLLAR GO?

For fiscal year 2022, your tax dollar was split amongst the following entities:

COCOA
FLORIDA



FISCAL YEAR 2024

GENERAL FUND BUDGET

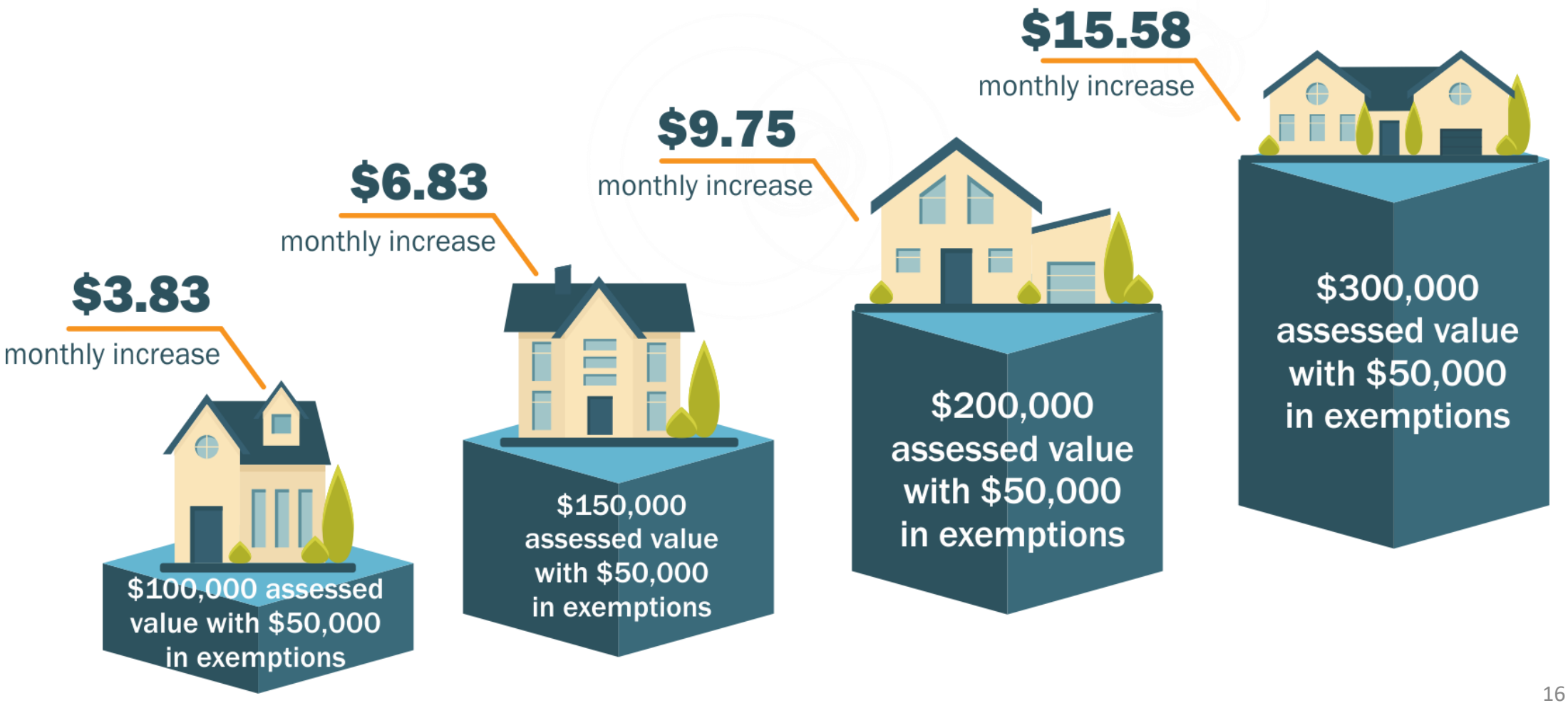


COCOA FLORIDA

PROPOSED TAX RATE

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This is based on the average assessed value of homes with the standard homestead exemptions of $50,000 and a millage rate increase from FY 2023 at 6.4532 to the proposed 6.9532 for FY 2024.



GENERAL FUND OPERATING INCREASES

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Over the past few years, the City has experienced noticeable increases in operating expenses. Staff worked diligently to provide a balanced budget and explore ways to manage these increases.

General Fund Increases	Amount
Property Insurance	↑ $299,439*
Health Insurance	↑ $201,611
Utilities (Electric/Water)	↑ $100,679
Wages	↑ $1,826,470

*Utility portion of property insurance is $880,400

WHAT DOES THE MONEY PAY FOR?







Projected Ad Valorem Revenue for FY 2024 (At 95% Collection Rate)	**$10,642,032**
TIF Revenue Transferred to CRA's	(1,542,304)
Ad Valorem Revenue Supporting General Fund	**9,099,728**
Cocoa Police FY 2024 Proposed Budget	(13,350,042)
Cocoa Fire FY 2024 Proposed Budget	(8,407,738)
Cocoa Public Works FY 2024 Proposed Budget	(10,890,512)
Funded By Other Revenue Sources:	**($23,548,564)**

COCOA FLORIDA

FISCAL YEAR 2024

SPECIAL REVENUE FUNDS BUDGET



COCOA FLORIDA

SPECIAL FUNDS BUDGET HIGHLIGHTS

- An increase of $728,949 to the Cocoa CRA revenue due to increased property tax values and the increased millage rate. $50,000 is allocated to update the Cocoa CRA Master Plan.
- An increase of $125,384 to the Diamond Square revenue due to increased property tax values and the increased millage rate. An increase of $475,000 is for new home construction assistance.
- A decrease in revenue for CDBG, SHIP and HOME of $134,618 from State funding sources, resulting in an associated decrease in expenditures for social services.
- An anticipated $12,000 increase in Building Permit revenue due to continued strong economic development. Continued dependence on consultations for building inspections when necessary, in addition to plan reviews. An increase in training to meet building inspection standards.

FISCAL YEAR 2024

DEBT SERVICE FUND BUDGET



COCOA
FLORIDA

DEBT SERVICE FUND BUDGET HIGHLIGHTS

- A decrease of $366,000 in debt service payments due to payoff of a prior bond issue.
- Maintain scheduled debt service payments for all other outstanding debt.

FISCAL YEAR 2024

PROPRIETARY FUNDS BUDGET



COCOA FLORIDA

PROPRIETARY FUNDS BUDGET HIGHLIGHTS

Stormwater Fund

- 4% increase in stormwater special assessment, generating an additional $100,288 in revenue.
- An increase of $26,100 in expenses for floating wetland maintenance and testing.
- An additional increase of $12,418 for replacement of an aged truck.
- An increase of $14,881 in the interfund transfer to the General Fund for increased overhead costs.

PROPRIETARY FUNDS BUDGET HIGHLIGHTS

Water/Sewer Funds

- A 4% increase in water and sewer rates, generating an additional $3,109,446 in utility revenue.
- A 34% decrease in renewal and replacement expenditures ($3,704,291) due to fewer current capital projects.
- A 51% increase $134,950 in Administration's professional services due to anticipated start of the Taylor Creek Reserve Project.
- A 24% increase $1,188,844 in the chemical expense for the Dyal plant due to increased chemical costs .
- An increase of 458% $736,052 for replacement vehicles and meter bench test equipment for Water Field Operations.
- A decrease of 36% ($554,000) in Sewer Field Operations due to fewer current capital projects.

FUND BALANCE



COCOA FLORIDA

FUND BALANCE REVIEW

FY 2022 Fund Balance	**$38,040,994**
Nonspendable and Restricted Fund Balance	(405,544)
Committed Fund Balance:	
Stabilization Reserve	(11,344,341)
Capitalization Reserve	(500,000)
Assigned Fund Balance	(12,260,884)
Unassigned Fund Balance per the FY 2022 ACFR	$13,529,925

COCOA FLORIDA

FUND BALANCE REVIEW

FY 2022 Unassigned Fund Balance	**$13,529,925**
PO & Projects Rollover	(2,151,066)
FY 2023 Budgeted Use of Fund Balance	(888,336)
Fire Truck/Other Uses	(998,420)
Liquidity Reserve	(7,414,896)
Projected Available Unassigned Fund Balance as of March, 2023	$2,077,207

COCOA FLORIDA

FUND BALANCE REVIEW

Available Assigned Fund Balance	$2,077,207
FY 2023 Fund Balance Activity:	
Fiske Blvd	1,400,437
Fire Apparatus	(269,920)
Emergency Disaster Expenditures	(346,383)
Grant Matches	(163,222)
Equipment	(197,746)
UFB Prior to FY 2024 Budget Approval	2,500,373
FY 2024 Use of Fund Balance	**(1,309,688)**
Available Unassigned Fund Balance Projection as of 8/22/23	**$1,190,685**

COCOA
FLORIDA

PARKS IMPROVEMENTS

OVERVIEW



COCOA FLORIDA

PLANNED PARKS IMPROVEMENT UPDATES (City Funded)

1) **Provost Park**
    - New Parking Lot with lights and stormwater
    - New Multipurpose field with irrigation, scoreboard and fencing
    - Reconstruct basketball and pickleball courts
    - South sidewalk
    - Perimeter fencing
2) **Don "Mo" Stradley Memorial Park**
    - New football field with irrigation and stormwater
    - Goal posts
    - 3-sided perimeter fencing
3) **Junny Rios Martinez Park**
    - Splash Pad with related pump room
    - Pavilion

COCOA FLORIDA

PLANNED PARKS IMPROVEMENT UPDATES
(FY 2024 Parks District 4 Funded)

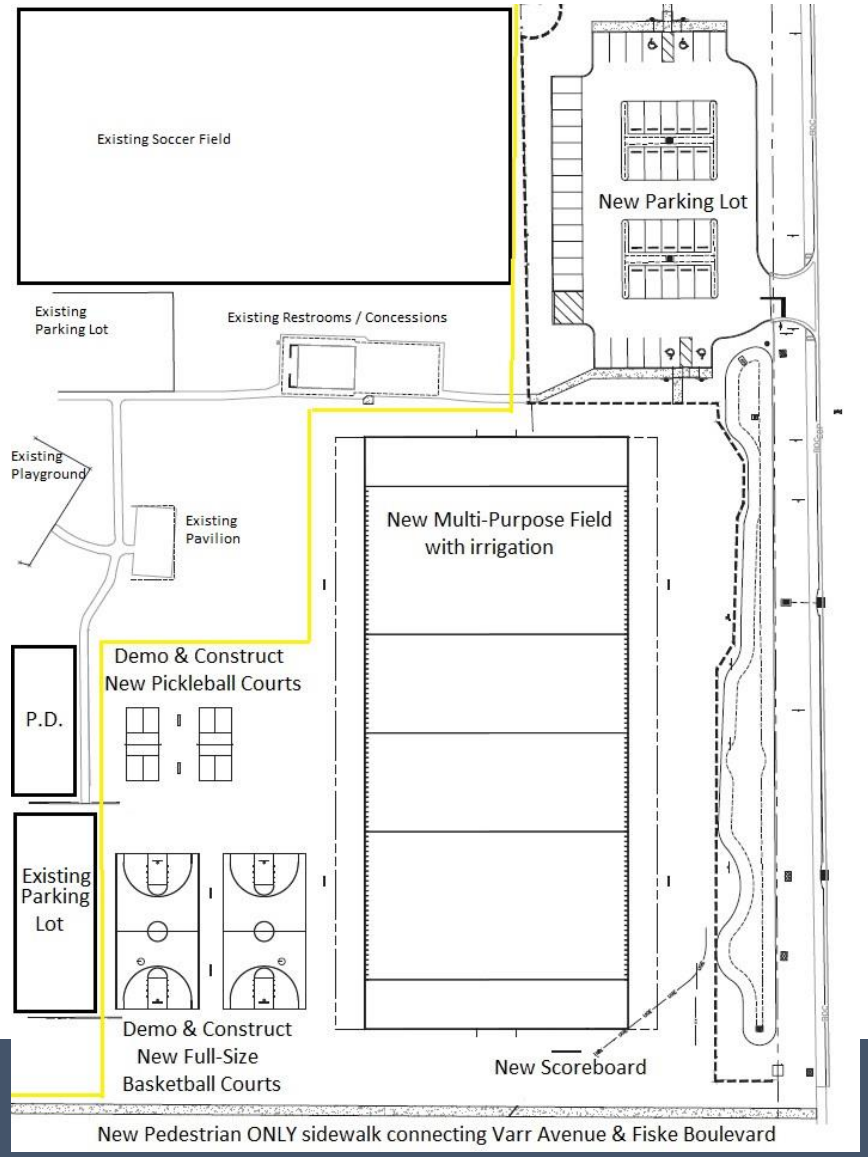
Don “Mo” Stradley Memorial Park

▪Park Paving	$300,000
▪Football Concession Renovations	200,000
▪Softball & Baseball Concession Renovations	200,000
▪Softball Field Renovations	162,928
Total Estimated Costs	**$862,928**

COCOA FLORIDA

PROVOST PARK

GUARANTEED MAXIMUM PRICE (GMP)



Provost Park – GMP	$1,889,004
Owner Directed C/O's	80,000
Total Project	$1,969,004

- Complete renovation of two-thirds of the park

COCOA FLORIDA

FUNDING CONCERNS

- The following is the approximate remaining Assigned Fund Balance (AFB) dedicated to each park after design purchase order commitments:
  - Provost Park ~ $770,000
  - Don “Mo” Stradley Memorial Park ~ $527,000
  - Junny Rios Martinez Park ~ $640,000
- The $1,969,004 GMP for Provost Park does not include lighting, which is an additional $340,000 for a total of $2,309,004.

PROVOST FUNDING PROPOSAL

- GMP of $1,969,004 + $340,000 for Lights = $2,309,004

Budgeted	**$756,000**
Reassignment of ARPA	**$732,000**
Reassignment of ERP software AFB	**$821,000**

- ERP Software implementation won't occur for a least another two or three fiscal years.
- The total cost of software and implementation is unknown.
- Funding is ultimately shared between the General Fund and the Utility Fund. Currently $3.0 million is assigned in the General Fund.
- Replenishing General Fund portion of the ERP Software Project when ready to implement.

COCOA FLORIDA



QUESTIONS

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Legislation Details (With Text)

File #:	23-630	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	10/3/2023			**In control:**	City Council
On agenda:	10/10/2023			**Final action:**	
Title:	Proclamation for Customer Service Week. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Proclamation for Customer Service Week.docx.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 3, 2023
Agenda Date: October 10, 2023
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, CGFO, CGFM, MBA, Finance Director
Requested Action:
Proclamation for Customer Service Week

BACKGROUND:

National Customer Service Week is the first week of October, established in 1992 by the Federal Government.

Proclamation: Customer Service Week October 2nd -October 6th.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

NA

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PROCLAMATION

***WHEREAS**, customer service is an essential service provided to all of our citizens and utility customers; and*

***WHEREAS**, the United States Congress proclaimed Customer Service Week a nationally recognized event, with the goal of emphasizing the importance of customer satisfaction and the value of the work the customer service team provides; and*

***WHEREAS**, the City of Cocoa would celebrate the importance and commitment of customer service and of the people who serve and support customers on a daily basis; and*

***WHEREAS**, the City of Cocoa has a regional water utility, which encompasses over 90,000 utility accounts, and Utility Customer Service a division of Finance, are a valued and appreciated group of dedicated professionals, serving the community with pride; and*

***WHEREAS**, the City Council desires to express its sincere thanks and appreciation for the excellent service provided by employees of the City of Cocoa and wishes to acknowledge the quality service provided by employees to the public and internally to their fellow coworkers: and*

***WHEREAS**, by recognizing National Customer Service Week, we can provide an opportunity to generate an even stronger commitment to customer service excellence through motivation and teamwork to continue throughout the year.*

***NOW, THEREFORE**, I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim October 2nd – October 6th as:*

"Customer Service Week"

***WHEREFORE,** I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 2nd day of October, 2023.*

Michael C. Blake

Mayor

ATTEST:

Interim City Clerk

Legislation Details (With Text)

File #:	23-458	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/25/2023			**In control:**	City Council
On agenda:	10/10/2023			**Final action:**	

Title: Request Council to award Bid # B 22-15R-COC to the lowest responsive bidder Cathcart Construction Company for the Fiske Blvd and Broadmoor Acres Drainage Improvements in the amount of $5,471,015 and execute the construction agreement. Approve a Project Contingency Resolution for approval of any Change Orders not to exceed $547,102. Authorize the City Manager and City Attorney to finalize and sign the construction contract, execute amendments and extensions to the agreement within approved contingency. Grant the City Manager the Authority to Amend the Budget from FY23 into FY24. (Interim Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments:
B-22-15R-COC Bid Tab.pdf
ITB B-22-15R-COC - Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements.pdf
Addendum 1 QA.pdf
Construction Contingency Resolution 2023-111.pdf
B-22-15R-COC Construction Agreement.v2.CCC-FLpartiallysigned.pdf
4337-428-R MOD#1-Executed Contract 8-26-2023.pdf
BAF 23-101-IFT-FN-Fiske-Broadmoor Acres Drainage (8-8-23)1 of 2 -Agenda 23-469.pdf
BAF 23-101-IFT-FN-Fiske-Broadmoor Acres Drainage (8-8-23)2 of 2-Agenda 23-469 (002).pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 18, 2023
Agenda Date: October 10, 2023
Prepared By: Frank Mirabito, Project Manager
Through: Abigail Morgan, P.E., Public Works Interim Director / City Engineer
Requested Action:
Request Council to award Bid # B 22-15R-COC to the lowest responsive bidder Cathcart Construction Company for the Fiske Blvd and Broadmoor Acres Drainage Improvements in the amount of $5,471,015 and execute the construction agreement. Approve a Project Contingency Resolution for approval of any Change Orders not to exceed $547,102. Authorize the City Manager and City Attorney to finalize and sign the construction contract, execute amendments and extensions to the agreement within approved contingency. Grant the City Manager the Authority to Amend the Budget from FY23 into FY24.

BACKGROUND:

On June 1, 2021, City Council authorized the City Manager to execute the Fiske Blvd. Roadway and

Broadmoor Acres Drainage Improvements Project, FEMA Project Number 4337-428-R Grant Agreement.

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

On October 14, 2022, there was another public bid opening. For a second time, the City received a single bid of $5,471,014.80.

On November 9, 2022, Council approved requesting additional funding from FEMA for the shortfall. The modified agreement between the City and the Federal Emergency Management Agency has an adjusted project total of $5,471,015 with a federal share of $4,103,261.25 and a local share of $1,367,753.75.

At the Council's budget workshop on July 10, 2023, Council prioritized this project over the Dixon and Indian River Drive improvements.

At the Council meeting on August 8, 2023, Council approved an increase in funding from FEMA and corresponding budget for this project. (Agenda 23-469/BAF23-101-IFT). BAF # 23-101-IFT re-allocated the original anticipated budgetary amounts to align with the FEMA approved funding and the City's match for the grant to equal the bid amount. The budget amendment included the contingency amount; however, no contingency resolution was included with the Agenda 23-469, so the contingency request is being formalized on this agenda item through the required contingency resolution.

Staff will come back to City Council with an informational agenda with the FY24 Budget.

Construction is anticipated to start in early 2024 and take one year to complete.

Due to recent changes in State law, the Construction Contract attached to the agenda item requires modification and a complete copy of the City's Form Performance Bond needs to be attached to the Contract before execution.

STRATEGIC PLAN CONNECTION:

These improvements will help to alleviate future rain event impacts for both Broadmoor Acres residents and commuters along the Dr. Martin Luther King Memorial Highway (North Fiske Boulevard).

BUDGETARY IMPACT:

Budgeted	Yes in FY23
If not budgeted, is amendment/transfer attached?	No

This budget was provided on BAF #23-101-IFT FY23. This budget includes the 10% contingency amount, however with the detailed schedule of values, a modification to the budget will be brought

back to City Council on 10/24/23 as an Information Item - BAF#24-008-A.

Amount Requested $4,376,609
Account Number _303-3570-538.63-01 GR2108 (Construction)
Account Name _Infrastructure / Fiske Blvd 4337-428-R

Amount Requested $462,428
Account Number _303-3570-538.63-08 GR2108 (Const Engineering Inspection)
Account Name _Infrastructure / Fiske Blvd

Amount Requested $1,179,080
Account Number _424-4055-536.63-08 GR2108 (Utilities)
Account Name _Infrastructure / Fiske Blvd

Total Budget with a 10% contingency - $6,018,117

The Original PO will not include project contingency.

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
_X__ Grant Source:_GR2108 - Fiske
____ Bond:_
__X__ Reserves Source:_
__X__ Transfer Acct #:_

PREVIOUS ACTION:

On November 29, 2022 Council approved the requesting an increase in budget for this project from FEMA. On August 8, 2023 Council approved the budget for this project.

RECOMMENDED MOTION:
Request Council to award Bid # B 22-15R-COC to the lowest responsive bidder Cathcart Construction Company for the Fiske Blvd and Broadmoor Acres Drainage Improvements in the amount of $5,471,015 and execute the construction agreement. Approve a Project Contingency Resolution for approval of any Change Orders not to exceed $547,102. Authorize the City Manager and City Attorney to finalize and sign the construction contract, execute amendments and extensions to the agreement within approved contingency. Grant the City Manager the Authority to Amend the Budget from FY23 into FY24.

CITY OF COCOA

TABULATION SHEET

Rebid - Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements

ITB B-22-15R-COC

October 14, 2022

VENDOR	Address	Bid Amount
1. Cathcart Construction Comp. 1056 Willa Springs Drive Winter Springs, FL 32708		5,471,014.80
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Note: The Tabulation Sheet is used to document the screening of bid / proposal pricing, material and immaterial contents. Results of the the tabulation are documented within this form DOES NOT constitute an award. After evaluations are recorded, recommendation is reviewed by City Council for final approval. Notice of award will be sent forth via email from the Purchasing and Contracts Division.

	City of Cocoa | Finance Department | Purchasing 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Email: purchasing@cocoafl.gov	Solicitation Number: ITB B-22-15R-COC
	INVITATION TO BID (ITB)	Due Date: 10/14/2022
TITLE: Rebid - Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements		

Issuance | Release Date: August 30, 2022
To: All Prospective Bidders
From: Brian Dale, Purchasing Manager

The City of Cocoa is accepting sealed bids from all licensed, qualified firms or individuals interested in providing the construction services as described in this Invitation to Bid (ITB).

Summary of Project:
The City of Cocoa is soliciting for a contractor to furnish all materials, service, equipment, and labor required, for the Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements Project as specified in the construction plans and bid documents.

If you are interested in preparing a response to this ITB, please read the requirements carefully and complete the bid in the manner as set forth in this ITB document. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety-day (90) days from public opening.

There will be a MANDATORY Pre-Bid conference held for this project on September 13, 2022 at 10:00AM EST. A representative of your firm must attend the meeting for your bid submittal to be considered responsive.

Questions regarding this solicitation must be received in writing by emailing purchasing@cocoafl.org no later than September 26, 2022 at 5:00PM EST. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: https://www.cocoafl.org and to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com.

All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible, and responsive Bidder which best meets the specifications and serves the overall needs of the City. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.

All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from Vendor Link by visiting their web site at http://www.myvendorlink.com. You may contact the City of Cocoa Purchasing Division by email: purchasing@cocoafl.org. Small Business Set Asides (i.e., Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

The City reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The City may withdraw all or part of this ITB at any time to protect the interests of the City. Thank you for your interest in doing business with the City of Cocoa, Florida.

City of Cocoa, Florida | Purchasing & Contracts Division

	City of Cocoa | Finance Department | Purchasing 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Email: purchasing@cocoafl.gov	Solicitation Number: ITB B-22-15R-COC
	INVITATION TO BID (ITB)	Due Date: 10/14/2022

TITLE: Rebid - Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements

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SECTION 1 INTRODUCTION

The City of Cocoa is seeking a qualified contractor to construct roadway improvements on N. Fiske Blvd from Peachtree Street to W. Highland Drive. The project also consists of the installation of stormwater piping and roadside swales in the Broadmoor Acres Subdivision as shown in the construction plans.

The N. Fiske Blvd Roadway Section and Broadmoor Acres Subdivision are located approximately a half mile north of State Road 520 and east of Pineda Street, within the City of Cocoa. N. Fiske Blvd is approximately .6 miles west of US-1 and lies within Section 29, Township 24 South, and Range 36 East.

The N. Fiske Blvd improvements include the installation of curbing, sidewalks, drainage, utilities. The Broadmoor Acres Subdivision was platted in 1952 and was constructed with a rear-lot drainage and limited stormwater pipe infrastructure. The Broadmoor Acres improvements include the construction of drainage piping, roadside swales, and driveway aprons. This will limit the need for the rear-lot drainage swales for more frequent rainfall events.

Engineering drawings and specifications pertaining to this project can be found in Exhibits A and B.

This is a Federally Funded Project through the FEMA Hazard Mitigation Grant Program. The Contractor will ensure all Federal grant contractual requirements are met, see Exhibit B for a copy of the agreement. The Contractor will also ensure the Federally required contract clauses for FEMA Hazard Mitigation Assistance Grantees and Subgrantees are adhered to as detailed in Attachment Q.

1.01 DESCRIPTION OF WORK

This is a Federally Funded Project through the FEMA Hazard Mitigation Grant Program. The Contractor will be required to follow all Federal Guidelines as required by FEMA. The Contractor to be FDOT Prequalified in the following work classes:

- Drainage
- Flexible Paving
- Grading
- Sidewalk
- Underground Utility Work (Water and Sewer)
- Utility Work

The work consists of furnishing all labor, materials, transportation, services, and incidentals; and performing all work specified in the bid documents. All work performed shall be in accordance with the attached drawings and specifications (see Exhibit A) and contract documents pertaining thereto. The CONTRACTOR shall supply all equipment, incidentals, and personnel necessary to complete the work and adhere to the below.

1. The CONTRACTOR shall follow Florida Department of Transportation Design Standards and Standard Specifications for Road and Bridge Construction, current edition.

2. The CONTRACTOR shall furnish, erect and maintain traffic control and safety devices in accordance with the "US Department of Transportation Manual on Uniform Traffic Control Devices" and the latest "Florida Department of Transportation Road Department Standards."
3. The foregoing requirements are to be considered as a minimum and the CONTRACTOR'S compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and CONTRACTOR'S employees throughout the work area.
4. CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.
5. CONTRACTOR shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.
6. The CONTRACTOR shall comply with OSHA requirements.
7. CONTRACTOR will be responsible for all utility locates related to this work.
8. CONTRACTOR to purchase and install all construction materials according to plans. Any various incidentals to complete the project will be the responsibility of the contractor.
9. CONTRACTOR will install all required concrete sidewalk and driveway work according to plans and specifications.
10. CONTRACTOR will ensure sidewalk and ramps meet all FDOT ADA, grade and cross slope specifications. All truncated domes will meet FDOT standards. Refer to Index 304.
11. CONTRACTOR will install all stormwater infrastructure according to plans and specifications.
12. CONTRACTOR will install all performance turf as required by plans, to ensure all disturbed ground is properly covered. Sod will be watered daily for two weeks.
13. CONTRACTOR will be responsible for maintaining a clean worksite for the duration of the project and a final clean-up of construction site.
14. CONTRACTOR will ensure traffic will be allowed to enter and exit at all times except with the approval of the Engineer and the proper governmental authorities.
15. CONTRACTOR to be responsible for storing materials in an approved staging location.
16. CONTRACTOR to remove all construction debris and haul to landfill or appropriate site.
17. CONTRACTOR to work ONLY where the plans indicate, unless approved by City of Cocoa representative.
18. CONTRACTOR to work during established hours. Work outside of these hours will first be approved by local agency or representative.
19. CONTRACTOR will guarantee the product for 1 year at time of final acceptance.

1.02 MINIUM QUALIFICATIONS

Bidders responding to this ITB must demonstrate experience and qualifications in performing work similar in size and complexity to this project.

1. Previous Experience and References: **The firm shall have been in business for a minimum of three (3) consecutive years or demonstrate with written documentation that they had ownership in a firm with combined experience of three (3) years** in performing work similar in size and scope as detailed herein. Provide a brief description of work, including location, dates of contract, names, addresses, email

addresses, and telephone numbers of owners by completing **the Reference Form, Attachment "L" included herein**.

2. Evidence of authority to conduct commercial business in the State of Florida - Provide Sunbiz report showing your company registered as "Active".

3. Professional Licenses – Provide all licenses that qualify the firm for the type of work as identified herein.

4. Bonds –Provide applicable bond documents as defined in section 3.01 and 3.02 of this request.

5. Note if you are not a single prime contractor, you will be required to list, using attachment "K" all subcontractors to be used for this project and their professional licenses.

6. Provide a completed W9 according to section 4.02 of this request.

7. Complete in full all required attachments associated with this request.

Financial Capacity - The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five (5) Days of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

1.03 PROJECT COMPLETION TIME

The successful bidder shall commence work within Fourteen (14) days after having been issued a notice to proceed which may be in the form of a purchase order issued by the City. The Work will be substantially complete within Three-Hundred (300) days after the notice to proceed. Final completion will be within Thirty (30) days of substantial completion.

1.04 SOLICITATION SCHEDULE (This schedule may be revised, as needed)

Tentative Schedule (all Local Times)	
Task	**Date**
ITB Released	**Tuesday, 08/30/2022 at 8:00am EST**
Mandatory Pre-Bid Conference	**Tuesday, 09/13/2022 at 10:00am EST**
Deadline for Questions	**Monday, 09/26/2022 at 5:00pm EST**
Bid Due Date and Time	**Friday, 10/14/2022 at 3:00pm EST**
Anticipated Notice of Intent to Award	**November 2022**
City Council Approval of Contract	**November 2022**

Section 2 INSTRUCTIONS TO BIDDERS

2.01 BID DOCUMENTS

PROJECT: Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements
CLIENT: City of Cocoa

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of bids, see Attachment "E" for Bid Form. Final payment for all Unit Price Bid items will be based on actual quantities, determined as provided to complete the Project as indicated in the Contract Documents.

The ITB documents may be obtained at no charge from the City's website at: VendorLink, LLC https://www.myvendorlink.com. The City of Cocoa's Purchasing & Contracts Division, its Website, and its service provider, VendorLink, LLC are the **only authorized** sources for obtaining solicitation documents. Solicitation documents and forms obtained from any other third-party source may be incomplete.

Bidders are encouraged to register as a vendor with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

The City is not responsible for errors or document omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Purchasing & Contracts Division at (321) 433-8833. Important: The desire of the City to pursue bid submittals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

2.02 BID SUBMITTAL AND DELIVERY

A. Sealed bid submittals must be received in the City's Purchasing & Contracts Division no later than the date and time as specified herein. Bid submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bids delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid submittals delivered incorrectly or to the wrong address or location. No exceptions will be made. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis of a protest. Bid submittals shall be delivered to the below address in a sealed envelope or packaging material, plainly marked on the outside with the Bid Number, Title and opening date:

City of Cocoa
Attn: Purchasing & Contracts Division

65 Stone Street
Cocoa, Florida 32922

For your convenience, a **Solicitation Response Identification Label** has been provided to properly identify and affix to your ITB response.

B. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division. Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.

1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.

3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

2.03 PUBLIC OPENING

A. Bid submittals will be publicly opened by the Purchasing & Contracts Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.

B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.

D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.

E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change.

F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.

G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

2.04 UNBALANCED BIDS

As determined by the City and the Procurement Administrator's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

2.05 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

2.06 SOLICITATION DOCUMENTS

The City of Cocoa Purchasing & Contracts Division, its website, and its service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third-party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

2.07 MANDATORY PRE-BID MEETING

There will be a MANDATORY Pre-Bid conference held for this project on September 13, 2022 at 10:00 AM EST at Cocoa City Hall's 3rd Floor Conference Room. A virtual option to attend will be available. Any changes or updates to this meeting including additional instructions will be posted to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com**.**

IMPORTANT NOTE: It is imperative that all Bidders have a clear understanding of the scope of services requirements. As such, the City reserves the right to require a mandatory pre-bid conference. Therefore, in the event a mandatory pre-bid conference is required and/or subsequently scheduled, attendance will be a pre-requisite for a bid submittal; and bid submittals will only be accepted from those who are represented at a mandatory pre-bid conference. Attendance at the pre-bid conference will be evidenced by the Bidder's/representative's signature on the attendance roster. In the event of a mandatory pre-bid conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

2.08 CONE OF SILENCE/LOBBYING

A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

B. A lobbying black-out period commences upon the issuance of this solicitation document.

C. If an award item is presented to City Council for approval or for a request to provide authorization to negotiate a Contract(s) and the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

D. Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Council member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

2.09 INTERPRETATIONS AND QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Purchasing & Contracts Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing & Contracts Division, in writing, by the date stipulated in the tentative schedule in Section 1.

City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8833
Email: purchasing@cocoafl.org

A. It is the Bidder's responsibility to become familiar with and fully informed with the terms, conditions, and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your response after opening or for subsequent protest of award.

B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing & Contracts Division.

C. Any oral communications will not be authoritative and will not be binding on the City.

D. It is the sole responsibility of the Bidder to contact the Purchasing & Contracts Division **prior** to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.

E. Addenda will be available to all proposers and will be uploaded to VendorLink, LLC on the Procurement website at: http://www.myvendorlink.com.

2.10 BID COMPLETENESS AND COMPLIANCE

Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

A. All items contained in the bid must be in total compliance with the specifications of this solicitation.

B. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your signature on **Attachment, Bid Price Schedule and Acceptance of Bid Terms and Conditions**.

2.11 DETERMINING RESPONSIBILITY

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly

or complete projects timely, whose investigations show bidder is not in a position to perform the contract. In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
C. The quality of performance of previous contracts or services including previous performance with the City;
D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;
E. Quality Control Program.
F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.
G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,
H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.
I. Such other information as may be relevant or secured.

2.12 BID FORMS/REPRODUCTION

A. Bid Forms: All bids must be submitted on the City's standard solicitation forms and must include all applicable completed attachments included herein.

B. Reproduction: Please submit one (1) bound original and one (1) on a USB containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

2.13 BIDDER ACKNOWLEDGEMENT

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this ITB document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

2.14 BIDS TO REMAIN FIRM

All bids shall remain firm for ninety (90) Days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

2.15 COST OF SUBMITTAL

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

2.16 IMPROPER IDENTIFICATION AND TIMELINESS

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner or for a bid submittal that is not properly addressed or identified. Bid submittals by email, telephone or fax shall be rejected as non-responsive regardless of where it is received.

2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff that are authorized signatories for the company.
C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

2.18 PROPRIETARY INFORMATION

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Invitation to Bid, and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their bid submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS

Failure to comply with any of the foregoing instructions, provide a bid submittal in the manner prescribed herein or any other essential element of this Invitation to Bid may be grounds for disqualification of your bid submittal.

2.21 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, telephone (407) 262-7700, not later than seven (7) days prior to the date on which the accommodation is requested.

2.22 OFFICE OF RECORD

The City of Cocoa Purchasing & Contracts Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Friday between 8:00 A.M. to 5:00 P.M., Local Time via phone at (321) 433-8833.

2.23 MODIFICATION OR WITHDRAWAL OF BIDS

Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the public opening date.

2.24 CONFLICTS WITHIN SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

2.25 JOINT VENTURES

All Bidders intending to submit a bid response as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Licensing Board and/or any other state or local licensing Agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

SECTION 3 SPECIAL CONDITIONS

3.01 BID SECURITY BOND

The Bid response shall be accompanied by a Bid Security Bond equaling five percent (5%) of the total Bid price. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their Bid response. Please complete and submit **Bid Security Bond form, attached herein.**

A. The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of five percent (5%) of the total Bid price, made payable to the City of Cocoa, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

1. The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.
2. In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five percent (5%) of the total Bid price. Money orders and checks must be made payable to the City of Cocoa and shall accompany your bid submittal.
3. The terms of the ITB Security Bond shall be:
    a. The Bidder shall enter into an Agreement if awarded to the Bidder;
    b. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the Agreement;
    c. To promptly enter into an Agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and
    d. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as Bid Security Bond into an interest bearing account, shall be retained by the City.

B. Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the Bid Security Bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.

3.02 PERFORMANCE AND PAYMENT BONDS

Upon award of this project, the successful Bidder shall furnish Performance and Payment Bonds, or alternative form of performance and payment security such as; a money order, certified or cashier's check, cash (U.S. currency only), letter of credit; equaling one hundred percent (100%) of the total contract amount awarded under this solicitation. Receipt of said Performance and Payment Bonds shall occur no later than fifteen (15) calendar days after receipt of notification of Award. No commencement of work shall be authorized by the City without receipt of the Performance and Payment Bond or alternative security.

A. The Performance and Payment Bond shall be made payable to the City of Cocoa, issued by a reputable Surety firm licensed to do business in the State of Florida (F.S. 255.05). On approval of any Contract change increasing the Contract price, Contractor shall ensure that the performance bond and the payment bond is increased so that each reflects the total Contract price as increased.

1. The Surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com
2. The terms of the Payment and Performance Bond shall guarantee that:

    a. The successful Bidder shall assure faithful performance of this project;
    b. The successful Bidder shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with this project;
    c. Nothing in this section shall be construed to limit the authority of the City Council, the City Manager, or the Procurement Administrator to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the City.

B. If the bond is based on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

C. Return of Payment and Performance Bond. It shall be the sole responsibility of the successful Bidder to request in writing from the CITY the return of the Payment and Performance Bond. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the City, or expiration in a satisfactory manner of the awarded Agreement associated with this project. Payment and Performance Bonds shall not be returned unless requested by the successful Bidder in writing.

3.03 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is understood and agreed that time is the essence of the Contract, and that failure on the part of the Contractor to complete the Contract Work within the time stated in the Agreement will result in certain loss and damage to the CITY.

It is therefore covenanted and agreed that, if the Contractor shall fail or neglect to complete his Work on or before the date fixed for completion by these Documents, then said Contractor agrees to pay to the CITY, as Liquidated Damages, the amounts specified herein are consistent with the current Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (FDOT Specifications), Section 8-10, as amended that the City shall act as the Department. Holiday Days are designated by the City as New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following Friday, the day before Christmas and Christmas Day.

Upon failure of Contractor to obtain Substantial Completion within the deadline as established in the contract, plus approved time extensions, Contractor shall pay to City the for each calendar day after the deadline for Substantial Completion, plus any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline as established in the contract, plus approved time extensions thereof, Contractor shall pay to City the sum equal to fifty percent (50%) of applicable amount for each calendar day after the deadline for Final Completion, plus any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to City for its inability to obtain full beneficial use/occupancy of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties; recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by City as a consequence of such delay; And both Parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. The above-stated liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

The full amount of such damages shall be deducted from payments due the Contractor or obtained by other legitimate means of recovery if earned payments withheld are inadequate to cover such damages.

Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount Daily Charge Per Calendar Day
$50,000 and under $956
Over $50,000 but less than $250,000.....$964
$250,000 but less than $500,000.....$1,241
$500,000 but less than $2,500,000.....$1,665
$2,500,000 but less than $5,000,000.....$2,712
$5,000,000 but less than $10,000,000.....$3,447
$10,000,000 but less than $15,000,000.....$4,866
$15,000,000 but less than $20,000,000.....$5,818

The City has the right to apply, as payment on such liquidated damages, any money the City owes the Contractor. The City does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.

In the case of default of the Contract and the completion of the work by the City, the Contractor and his surety are liable for the liquidated damages under the Contract, but the City will not charge liquidated damages for any delay in the final completion of the City's performance of the work due to any unreasonable action or delay on the part of the City.

The City considers the Contract complete when the Contractor has completed all work and the City has accepted the work. The City will then release the Contractor from further obligation except as set forth in his bond.

SECTION 4 GENERAL TERMS AND CONDITIONS

4.01 AWARD OF CONTRACT

Award will be made to the lowest, most responsive and responsible Bidder whose bid submittal meets the specifications.

1.01 The City shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Council. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.

1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.

2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

2.01 Failure to Execute the Agreement(s).

Failure on the part of the successful Bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event that the City fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

4.02 DAMAGES

Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

4.03 NOTICE TO PROCEED

The Work shall commence upon the issuance of Notice To Proceed (NTP) and shall remain in effect until such time as the Work acquired in conjunction with this solicitation, have been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

4.04 SUPERVISION

The City shall not exercise any supervision or control over the Bidder's employees performing services under an agreement. Said employees shall be accountable not to the City, but solely to the Bidder, who, in turn, is responsible to the City.

4.05 FAILURE OF PERFORMANCE AND/OR DELIVERY

In cases where materials, goods or services are not properly delivered, performed and/or installed, the successful Bidder will either remedy the defect to the satisfaction of the City or be responsible for reimbursement of the difference to the City for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the City's sole discretion.

Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the City. If the successful Bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the City for any damages caused by the Bidder's failure to perform as stated herein.

4.06 PERFORMANCE EVALUATION

At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

4.07 PROTECTION OF PROPERTY

At all times, the successful Bidder shall safe-guard City property from damage or loss and shall replace or repair any loss or damage unless such damage is caused by the City. The City may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

4.08 SERVICE REQUIREMENTS

The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that the City's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the purchase order and award the project to another Bidder.

4.09 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response of this solicitation, the Bidder certifies that all material, equipment, etcetera; contained in the bid submittal meets all OSHA requirements. Bidder further certifies that if they are the successful Bidder, and the material, equipment, etcetera; delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, etcetera; into compliance with the aforementioned requirements shall be borne by the successful Bidder.

4.10 WARRANTY

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor together with his surety unconditionally guarantee all Contractor furnished materials, equipment and workmanship incorporated in the Work for a period of not less than one (1) year after the date of final acceptance of the Work by the City. (This warranty shall be exclusive of all manufacturer's guarantee or warranties exceeding this period). Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to the City, immediately upon written notice from the City's authorized representative.

4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting Division/Department/Office of the City, unless loss or damage results from negligence by the City or the requesting Division/Department/Office.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

4.12 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the City to utilize the successful Bidder for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

4.13 MATERIAL DEVIATIONS

The City of Cocoa has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the bid indicates a requirement or condition, which must be met. The City of Cocoa may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the bid requirements, provides an advantage to one bidder, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Bidder, or for the cost to City of Cocoa. Material deviations cannot be waived.

4.14 OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation shall become the sole property of the City. All bid submittals received from Bidders in response to the solicitation will become the property of the City and will not be returned to Bidders. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.15 PUBLIC RECORDS COMPLIANCE

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

The successful Bidder/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016 and shall be included in the awarded agreement:

A. The parties specifically acknowledge that this agreement is subject to the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:

1. Keep and maintain all public records required by the City to perform the services herein; and
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement Term and following completion of the agreement if the Contractor does not transfer the records to the City; and
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

B. All requests to inspect or copy public records relating to the agreement shall be made directly to the City. Notwithstanding any other provision of this agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

C. **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 AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: CARIE SHEALY, CMC, CITY CLERK, AT 321-433-8484,** cshealy@cocoafl.org**, 65 Stone Street , COCOA, FLORIDA 32922.**

4.17 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Cocoa abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

A. Multi-Year Contracts and Appropriation of Funds (if applicable), Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Council.

B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

4.18 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

4.19 PURCHASING CARD PROGRAM

The City of Cocoa offers an e-Payables program to contractors as an optional payment method. This is not a requirement. If the successful Bidder is interested or desires additional information, please indicate in your bid submittal.

4.20 INVOICES/APPLICATION FOR PAYMENT

A. Final approved Applications for Payment shall be delivered to the City of Cocoa, Attention: Accounts Payable, City of Cocoa, 65 Stone Street , Cocoa, Florida, 32922. Applications for Payment should include all Work completed through the end of the month.

B. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute or stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

4.21 W-9 FORM

All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with the City.

4.22 MOST FAVORED CUSTOMER

The City seeks and demands to be the most favored customer of each Bidder who does business with the City. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the City's under similar terms and conditions. The successful Bidder agrees to provide the City discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

4.23 PRICE REDUCTION CLAUSE

The City will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The City shall request a price reduction from the date that the violation took place. The successful Bidder will owe the City a discount proportionately equal to that given the most favored customer.

4.24 PURCHASING AGREEMENTS WITH OTHER GOVERNMNETAL AGENCIES

All bidders submitting a response to this solicitation agree that such response also constitutes a bid in accordance with the terms of the solicitation to all political subdivisions of Brevard County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder. Each governmental agency shall be responsible for its own purchases and shall be liable for materials and /or services received by it.

4.25 ESTIMATED QUANTITIES

This ITB may contain estimated quantities for purposes of providing unit prices. These numbers, which may be approximate, are subject to variation in the field. The City cannot guarantee that estimated quantities will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the Bidder agrees to do the work at the unit price whether the quantities are increased or decreased.

4.26 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Cocoa.

4.27 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Cocoa shall require a “First Priority” for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any emergency that threatens public health and safety as determined by the City. The Bidder agrees to rent/sell/lease all goods and services to the City or governmental entities on a “first priority” basis. The City expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the City with products and/or services not under the awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

4.28 SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus

potentially resulting in reduced competition, they are urged to contact the Purchasing & Contracts Division prior to the bid due date and time.

A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the City and such determination shall be final and binding upon all bidders. The City reserves the right to request and review additional information to make such a determination.

B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

4.29 PERMITS, LICENSES AND FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required, except for permits provided by the City, shall be the responsibility of the Bidder. The City will not entertain separate payment for these items.

4.30 SUB-CONTRACTORS

Bidders must list any sub-contractors that shall be used to accomplish the scope of services. Please complete and submit **Schedule of Proposed Subcontractor Participation**. If no subcontractors are going to be used, check the box for "No Subcontracting (of any kind) will be utilized on this project" at the top of the form.

4.31 TAXES

The City of Cocoa is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-80126215485C-8 and the Federal Employee Identification Number is 59-6000292. The City's sales tax exemption does not apply to goods and services purchased separately by the successful Bidder in connection with its fulfillment of its contractual obligations with the City. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

4.32 COMPLIANCE WITH ALL LAWS AND VENUE

At its sole expense, any contractual arrangement between the City and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit

court in Brevard County or federal court in the Middle District of Florida, Orlando Division; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

4.33 NEW PRODUCT

Any and all products and materials provided under this bid shall be new and unused.

4.34 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Bidders are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

4.35 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Bidder warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Bidder further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Bidder certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

4.36 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded Agreement, nothing contained in this solicitation and/or the resulting awarded Agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded Agreement for punitive damages or interest for the period before judgment. Further, the City is not 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 City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded Agreement.

4.37 RIGHT TO CANCEL OR REJECT

A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the City may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when it is in the best interest of the City in accordance with the Section 5.14 of City of Cocoa Purchasing Policy. As the best interests of the City of Cocoa may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Bidder agrees that the City has the right to reject, for any reason and without penalty, any and/or

all proposal packages or any part of a proposal package, prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Bidder. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

B. The City reserves the right to accept or reject any or all bids/proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.

C. The City also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not able to perform the contract.

4.38 ADDITIONAL INFORMATION

The City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

4.39 UNIT PRICE ACCURACY

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the total bid amount for the entire Work to be completed under the Agreement. Please note that the City reserves the right to clarify and correct extended amount errors.

4.40 MATHEMATICAL ERRORS

A. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
B. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
C. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.
D. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

4.41 UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

A. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
B. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line item unit costs.
C. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

4.42 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front-loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

4.43 REASONABLE PRICES

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

4.44 DELIVERY

Unless otherwise specified, prices shall be firm, net delivered and installed at construction or project site. Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

4.45 SPLIT AWARD

The City reserves the right to make an award to one Bidder, to split the award between two or more Bidders, or to withhold award of individual items, as may be in the best interest of the City. The City may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

4.46 BID PRICE SCHEDULE

Each Bidder shall furnish the information required on **the Bid Price Schedule** and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

4.47 BID TABULATION

The bid tabulation will be posted on the City of Cocoa website via VendorLink, LLC at: http://www.myvendorlink.com. Proposers may email the Purchasing & Contracts Division, purchasing@cocoafl.org for results.

4.48 BIDDER'S SPECIFICATIONS AND NOT BIDDING

A. Each Bidder shall make accurate and clear statements in their bid response.
B. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

4.49 PRE-AWARD INSPECTION

Prior to the award, the City reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the City.

4.50 EXISTING PERMITS AND IDENTIFICATION NUMBERS

Any and all permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the City upon request.

4.51 DRUG-FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the ITB response when submitted. If your firm has implemented a drug-free workplace program, please complete **Attachment Drug-Free Workplace Certification** and include with your ITB response.

4.52 CONFLICT OF INTEREST

All Bidders must disclose, with their bid submittal, the name of any officer, director, or agent who is also an officer or employee of the City of Cocoa. Furthermore, all Bidders must disclose the name of any City of Cocoa officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the Section 2.1, Conflict of Interest of as per the City of Cocoa Purchasing Policy. Complete and submit, the **Conflict-of-Interest Statement** and non-collusion statement with your bid response. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

4.53 NON-COLLUSION/LOBBYING CERTIFICATION

All Bidders submitting a Bid, certify that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the bid submittal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process.

4.54 CONSTRICTING CONDITIONS

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When

completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

4.55 DEBARRED BIDDERS

The City reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the City's sole determination, as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

4.56 NOTICES OF INTENT

The Purchasing & Contracts Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Cocoa's website via VendorLink, LLC at: http://www.myvendorlink.com.

4.57 PROTESTS AND APPEALS

A. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the Purchasing & Contracts Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.

B. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy. The decision of the City Council shall be final and conclusive.

4.58 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any

scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

4.59 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

4.60 INSURANCE REQUIREMENT

A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt with your bid submittal.

B. The successful Bidder shall provide original Certificates of Insurance, evidencing coverage as required, in **the Insurance Requirements attached herein** to the Purchasing & Contracts Division within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Cocoa as a Certificate Holder/Additional Insured.

C. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

4.61 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the Bidder must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

4.62 AUDITS AND RECORDS

Before or after an agreement is prepared and executed, the successful Bidder may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Bidder must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this ITB document and submit reports to the City in the form and frequency requested. The successful Bidder must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be always subject to inspection, review, or audit by the City or its designee. The successful Bidder shall include these audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Bidder with any party for work required in the performance of this project.

4.63 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder's employees and sub-consultant employees are not, and while performing any of the Services, shall not be deemed to be, employees of the City.

Bidders are advised that the City will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The City will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the City.

4.64 INDEMNIFICATION

A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

B. Copyright Infringement: The successful Bidder shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright or trademark infringement. The successful Bidder shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Bidder of any third-party trade secret in connection with any of the foregoing.

4.65 CHANGES, MODIFICATIONS AND WAIVER

A. Changes: The City reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.

B. Modifications: In additions to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the City.

C. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

4.66 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the City, or to sub-contract any of the work requirements to be performed, without prior written approval from the City.

4.67 TERMINATION

A. Termination for Convenience: The City may at any time give ten (10) days written notice to the successful Bidder of the termination of the agreement, in whole or in part, for the City's convenience and without cause.

B. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.

C. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City reserves the right to terminate this Agreement immediately.

D. Payment when Agreement is Terminated:

1. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.

2. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

4.68 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

4.69 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full

and exclusive possession of all information, materials, and documents discovered or produced by the successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

4.70 ADMINISTRATIVE PROVISIONS

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

4.71 TIE BIDS

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* published at the time of the issuance of the solicitation. Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
2. If still tied, consideration shall be given to the Respondent with lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie bidders shall submit a *Best and Final offer*;

I f the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the bidders involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

	City of Cocoa | Finance Department | Purchasing 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Email: purchasing@cocoafl.gov	Solicitation Number: ITB B-22-15R-COC
	INVITATION TO BID (ITB)	Due Date: 10/14/2022
TITLE: Rebid - Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements		

RESPONSE COVER PAGE

COMPANY NAME	
ADDRESS	
PRIMARY CONTACT	
TELEPHONE #	
EMAIL ADDRESS	

SUBMITTAL CHECKLIST

[X]	REQUIRED DOCUMENT
	Original Submittal Package bound with binder clip
	Attended Pre-Bid (if Mandatory)
	Proof of Florida Registration (if required)
	Professional Licence(s) (if required)
	W9
	Attachment "B" Insurance
	Attachment "C" Addendum Acknowledgement
	Attachment "D" Bid Security Bond (if required)
	Attachment "E" Bid Price Schedule
	Attachment "F" Trench Safety (if required)
	Attachment "G" Certificate of Non-Segregated Facilities
	Attachment "H" Drug-Free Workplace
	Attachment "I" Conflict of Interest and Non-Collusion
	Attachment "J" Organizational Info
	Attachment "K" Subcontractor Participation
	Attachment "L" References
	Attachment "M" Truth-in-Negotiations
	Attachment "N" Solicitation Label affixed to envelope
	Attachment "O" Scrutinized Companies
	Attachment "P" E-Verify Affidavit
	Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees
	USB drive with electronic copy of submittal

	City of Cocoa | Finance Department | Purchasing 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Email: purchasing@cocoafl.gov	Solicitation Number: ITB B-22-15R-COC
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Attachment "A"

Statement of "No Bid Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to the date shown for receipt of proposals to: City of Cocoa, Purchasing & Contracts Division , 65 Stone Street , Cocoa, Florida 32922.

I/WE HAVE DECLINED TO SUBMIT A BID for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid requirements too "restrictive".
	Insufficient time to respond to the Invitation to Bid.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

_____ _____

_____

_____

Company Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

Attachment "B"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION , 65 Stone Street , Cocoa, Florida 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

The foregoing instrument was executed before me this ____ day of _____, 2021, by _____as_____of_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC
STATE OF _____
MY COMMISSION EXPIRES:_____

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Email: purchasing@cocoafl.gov	Solicitation Number: ITB B-22-15R-COC
	INVITATION TO BID (ITB)	Due Date: 10/14/2022
TITLE: Rebid - Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements		

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated:_____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ Fax Number: _____ E-mail Address:
_____

_____ _____ FEIN:
_____
Authorized Signatory Printed Name

_____ _____
Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "D"
Bid Security Bond

BOND NO:_____

(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned_____
_____
as Principal, and,_____
as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal:

1. Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (180) calendar days after the date on which the bids are opened; and
2. Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.

Signed this _____ day of _____, _____

THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.

Contractor Name: _____ (Affix Contractor's Corporate Seal Above)

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____	_____	_____	_____
Authorized Signatory	Printed Name	Title	Date

	City of Cocoa | Finance Department | Purchasing 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Email: purchasing@cocoafl.gov	Solicitation Number: ITB B-22-15R-COC
	INVITATION TO BID (ITB)	Due Date: 10/14/2022

TITLE: Rebid - Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements

STATE OF _____

COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____ _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF_____, TO REPRESENT _____ _____OF _____ _____,

A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF _____ (THE "SURETY").

SAID _____ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID _____THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF_____, TO THE CITY OF COCOA COVERING _____ titled _____ IN COCOA, FLORIDA.

NOTARY PUBLIC _____

STATE OF _____

MY COMMISSION EXPIRES:_____

Surety Name: _____ (Affix Surety's Corporate Seal Above)

_____	_____	_____	_____	_____
Attorney in Fact for Signature	Printed Name of Attorney in Fact	Florida Licensed Agent Signature	Printed Name of Licensed Agent	License Surety Number

Surety Mailing Address: _____ Agent Mailing Address: _____

_____ _____

Telephone Number: _____ Telephone Number: _____

Fax Number: _____ Fax Number: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

ATTACHED AS A SEPARATE FILE

Attachment "F"
Trench Safety Certification

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5-feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "G"
Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "H"
Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' 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.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, 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, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2022, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)

Attachment "I"
Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted with ITB, or Contract Number **B-22-15R-COC Rebid- Fiske Blvd. and Broadmoor Acres Drainage Improvements**

This sworn statement is submitted by_____ whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is _____ of the individual signing this sworn statement: _____.

My name is _____ and my relationship to the above entity is_____.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # _____ for _____ Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AUTHORIZED SIGNATURE

_____
Typed Name of AUTHORIZED SIGNATORY

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2022, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "J"
Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D Number					

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

	City of Cocoa | Finance Department | Purchasing 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Email: purchasing@cocoafl.gov	Solicitation Number: ITB B-22-15R-COC
	INVITATION TO BID (ITB)	Due Date: 10/14/2022
TITLE: Rebid - Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements		

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "K"
Proposed Schedule of Subcontractor Participation

☐ **No Subcontracting (of any kind) will be utilized on this project.**		**Solicitation Number: B-22-15R-COC**	
TITLE: FISKE BLVD. AND BROADMOOR ACRES DRAINAGE IMPROVEMENTS		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

	City of Cocoa | Finance Department | Purchasing 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Email: purchasing@cocoafl.gov	Solicitation Number: ITB B-22-15R-COC
	INVITATION TO BID (ITB)	Due Date: 10/14/2022
TITLE: Rebid - Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements		

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "L"

References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

~~Attachment "M"~~ – Not Applicable

~~Truth-in-Negotiations Certification~~

~~For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.~~

~~Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.~~

~~Proposer/Contractor Name:~~
_____

~~Mailing Address:~~
_____

~~Telephone Number:~~ _____ ~~Fax Number:~~ _____ ~~E-mail Address:~~ _____

_____ _____ ~~FEIN:~~ _____
~~Authorized Signatory~~ ~~Printed Name~~

_____ _____
~~Title~~ ~~Date~~

~~STATE OF~~ _____
~~COUNTY OF~~ _____

~~The foregoing instrument was executed before me this~~ ____ ~~day of~~ _____, ~~2022, by~~ _____ ~~as~~ _____ ~~of~~ _____, ~~who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced~~ _____ ~~as identification.~~

_____
~~NOTARY PUBLIC, State of~~ _____

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~
~~☞Failure to submit this form may be grounds for disqualification of your submittal☜~~

Attachment "N"

Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-22-15R-COC**

TITLE: **Rebid - Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements**

SOLICITATION DUE DATE: 10/14/2022 TIME: 3:00pm Local Time

FROM: _____

_____

_____

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

	City of Cocoa | Finance Department | Purchasing 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Email: purchasing@cocoafl.gov	Solicitation Number: ITB B-22-15R-COC
	INVITATION TO BID (ITB)	Due Date: 10/14/2022
TITLE: Rebid - Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements		

Attachment "O"

Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____Authorized

Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "P"

E-Verify Contractor Affidavit

I hereby certify that _____ [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 _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____
Print Name: _____
Date: _____

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) , a _____ (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

_____
Name typed, printed, or stamped
My Commission Expires: _____

PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "Q"

Federally Required Contract Clauses
for FEMA Grantees and Subgrantees

1. ***Equal Employment Opportunity***

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. Compliance with the Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

~~**5. Rights to Inventions Made Under a Contract or Agreement**~~ **Not Applicable**
~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place

in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

   i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

   ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

      1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
      2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
      3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
      4. Provide, as part of its performance of this contract, subcontract, or other

contractual instrument, any equipment, system, or service 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.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:
   a. Are *not used* as a substantial or essential component of any system; *and*
   b. Are *not used* as critical technology of any system.
2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:
(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *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.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment* Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of

Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, 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.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

18. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor

surplus area firms are used when possible.

19. ~~*Copyright and Data Rights*~~ ***Not applicable***

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

EXHIBIT A

Final Design Plans

- Final design plans and drawings are attached to this request as separate files:
  FISKE-BROADMOOR COMBINED_BID SET

EXHIBIT B

Hazard Mitigation Grant

- State of Florida Division of Emergency Management, Hazardous Mitigation Grant Program (HMGP) contract number H0610 between the City of Cocoa and the Division of Emergency Management, Project Number: 4337-428-R, City of Cocoa, Broadmoor Acres/Fiske Boulevard, Drainage, attached as separate file

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: PURCHASING@COCOAFL.ORG

October 3, 2022

Addendum 1

To the Contract Documents and Specifications:
ITB # B-22-15R-COC
Rebid - Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

A. This addendum includes and addresses the following questions:

1. The City has provided multiple detour maps that only depict the project limits, will the city allow full lane or road closures with detour routes? Yes, they will be allowed. A R/W permit will need to be submitted to Public Works.
2. Will the City allow the use of low profile barrier wall systems to lessen lateral setback and offset distances? The City will not allow the use of low profile barrier wall systems to lessen lateral setback and offset distances.
3. Will TCP drawn by an advanced MOT certificate holder need to be signed and sealed by a PE? No, but it will need to be approved by the city.
4. In the phasing plans there are road crossings shown to be done across open traffic lanes. Is the city suggesting that they will allow temporary or long term road closures throughout the project? Temporary road closures will be allowed. However, residents will need to have access to their homes.
5. Will the MOT devices and device markings need to comply with FDOT and MUTCD latest edition? Yes.
6. What year of the FDOT standard plans will this project work off of? The contractor is to use the most current FDOT standard plans.
7. Will the City allow and compensate for the use of Traffic Control Officers? The use of Traffic Control Officers is up to the contractor. However, there will be no compensation.
8. It was discussed in the Mandatory Pre bid Meeting held at 10am on 9/13/22 that FDOT Certifications are required for this work.
   a. On the attached listed of Prequalification Work Classes for FDOT. Which are required? FDOT pre-qualification is required for the following classes: Grading,

Drainage, Flexible Pavement, Hot Plant-Mixed Bituminous Course, Underground Utilities (W&S).

b. Can these be subcontracted if the Prime does not qualify? A licensed and qualified subcontractor may be used.

9. Is there a MBE goal for this project and what are the set requirements established for meeting this goal? No goal is specified. Contractors are to subcontract to MBE vendors to the best ability.
10. It was discussed that FPL had removed or was planning on moving all their utilities in the work zone less the concrete poles. Has this work been finished? I didn't notice any relocated wires or abandoned poles after the meeting. This work has been completed.

B. All other Bidding/Contract Documents and Specifications remain unchanged.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division at purchasing@cocoafl.org.

Brian Dale
Purchasing Manger
City of Cocoa

PREQUALIFICATION WORK CLASSES FOR FDOT CONTRACTS

The major classes of work, with their code numbers (Rule 14-22.003(3)(b), Florida Administrative Code), are as follows (the use of code numbers is optional, and they not required for the prequalification application or its supporting documents):

1. *BASCULE BRIDGE REHABILITATION*
2. *BRIDGE DECK OVERLAYS*
3. *BRIDGE PAINTING*
4. *CATHODIC PROTECTION*
5. *COMPUTERIZED TRAFFIC CONTROL*
6. *DEBRIS REMOVAL**
7. *DRAINAGE*
8. *ELECTRICAL WORK*
9. *FENCING*
10. *FLEXIBLE PAVING*
11. *GRADING*
12. *GRASSING, SEEDING AND SODDING*
13. *GUARDRAIL*
14. *HOT IN PLACE RESURFACING **
15. *HOT PLANT-MIXED BITUM. COURSES*
16. *INTELLIGENT TRANSPORTATION SYSTEMS **
17. *INTERMEDIATE BRIDGES*
18. *LANDSCAPING **
19. *MAJOR BRIDGE - BASCULE SPANS*
20. *MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE*
21. *MAJOR BRIDGE - CABLE STAYED CONSTRUCTION*
22. *MAJOR BRIDGE - CAST IN PLACE / POST-TENSIONED / SUPER- STRUCTURE*
23. *MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION*
24. *MAJOR BRIDGE - CURVED STEEL GIRDERS*
25. *MAJOR BRIDGE - MULTI-LEVEL ROADWAYS*
26. *MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION*
27. *MINOR BRIDGES*
28. *PAVEMENT MARKING*
29. *PORTLAND CEMENT CONCRETE ROADWAY PAVING*
30. *R&R INTERMEDIATE BRIDGES*
31. *R&R MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE*
32. *R&R MAJOR BRIDGE - CABLE STAYED CONSTRUCTION*
33. *R&R MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION*
34. *R&R MAJOR BRIDGE - MULTI-LEVEL ROADWAY*
35. *R&R MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION*
36. *R&R MAJOR BRIDGE- CURVED STEEL GIRDERS*
37. *R&R MINOR BRIDGES*
38. *ROADWAY SIGNING*
40. *SIDEWALK*
39. *TRAFFIC SIGNAL*
40. *OTHER WORK CLASSES, Other FDOT contract work not listed on application (see next two pages)*

*** Work classes marked with an asterisk require additional documentation that must accompany the application to be considered for review. The requirements for these work classes can be found at http://www.fdot.gov/contracts/PreQual_Info/prequalified.shtm***

OTHER FDOT CONTRACT WORK

The optional code number for these work classes is 40.

- *CAST-IN-PLACE SOUND WALLS*
- *CONCRETE REHABILITATION (SPALL REPAIR)*
- *CONCRETE SURFACE SEALER AND WATER PROOFING*
- *CONCRETE TRAFFIC SEPARATOR*
- *CURBS*
- *CURED-IN-PLACE PIPE LINING & REHABILITATION*
- *DREDGING*
- *DRILL SHAFT*
- *DRIVEWAYS*
- *DRIVING STEEL SHEET PILE*
- *FENDER SYSTEMS*
- *FIBER OPTIC CABLE INSTALLATION, SPLICING & TESTING*
- *FIBER WRAP BRIDGE COLUMNS*
- *FIBER WRAP BRIDGE PIERS (OR PILES)*
- *FOUNDATION DRILLING*
- *GROUT INJECTION*
- *GUNITE*
- *GUTTERS*
- *HANDRAILS*
- *JOINT REHABILITATION*
- *LIFT STATION*
- *MILLING*
- *NOISE BARRIER WALL*
- *PAVEMENT DIAMOND GRINDING*
- *PILE DRIVING*
- *PILE JACKETS*
- *PIPELINE & CABLE INSTALLATION*
- *POST TENSIONING REPAIR*
- *PRESSURE GROUT*
- *REHABILITATION OF CONCRETE PAVEMENT*
- *REHABILITATION OF SLOPE PAVEMENT*
- *REINFORCED EARTH WALLS*
- *RETAINING WALL*
- *RIP RAP*
- *RUBBLE RIP RAP*
- *SEALCOAT*
- *SEALING*
- *SEAWALL*
- *SHOTCRETE*

- *SINKHOLE REMEDIATION & STABILIZATION*
- *SLURRY SEAL PAVING*
- *SOUNDWALL*
- *SPALL REPAIRS*
- *TIEDBACK WALLS*
- *TRAFFIC SEPARATORS*
- *TREE REMOVAL*
- *TREE-TRIMMING*
- *UNDERGROUND UTILITIES (WATER & SEWER)*
- *UNDERGROUND UTILITIES (ELECTRIC)*
- *UNDERGROUND UTILITIES (GAS)*
- *UTILITY WORK*

RESOLUTION NO. 2023-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE CONTRACT FOR THE PROVOST PARK IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE $547,102 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 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, in conjunction with this authorization, the City Council desires to streamline the approval of change orders to the extent necessary in order to expedite the construction of the project; 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 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, provided the total amount of approved change orders do not cause the construction budget to exceed the total $6,018,117 budgeted by the City Council for this project inclusive of the $547,102 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 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 October 10, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

CONSTRUCTION AGREEMENT
B-22-15R-COC

THIS AGREEMENT is made this ____ day of _____, 2023 by and between the **CITY OF COCOA**, a Florida municipal corporation (herein referred to as OWNER) and **Cathcart Construction Company - Florida LLC**, a for-profit limited liability corporation authorized and duly licensed to do business in the State of Florida (herein referred to as CONTRACTOR), as follows:

1. **DESCRIPTION OF WORK** - CONTRACTOR shall perform the work, in accordance with the Contract Documents for the construction of Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements ("the Project").

2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; Exhibits and Addendum(s) to the Agreement; the Construction Drawings for City of Cocoa Bid Set B-22-15-COC, dated June 2022; ITB B-22-15R-COC Documents issued by the City, dated August 30, 2022; Contractor's Bid Submittal, dated October 14, 2022; General Conditions, if any; Supplemental Terms and Conditions by the City, if any; all Change Orders approved by the City after execution of this Agreement; and State of Florida Division of Emergency Management Grant # 4337-428-R. These Contract Documents are hereby incorporated into this Contract by this reference. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include all labor, materials, equipment, transportation, taxes, fees and incidentals necessary for the proper and complete execution of the Work for each Project. Materials or Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's Project Manager immediately. The City's Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

3. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

   a. Change Orders

   b. Agreement, Exhibits and Addenda

   c. Supplemental Terms and Conditions

   d. General Terms and Conditions

   e. Engineering Plans and Drawings

   f. ITB for B-22-15R-COC issued by the City of Cocoa dated August 30, 2022, including any subsequently issued Addenda

g. Contractor's Bid Submittal

h. State of Florida Division of Emergency Management Grant # 4337-428-R

Any inconsistency in the work description shall be clarified by the OWNER and performed by the CONTRACTOR.

4. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

5. **BRAND NAME MATERIALS** - Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the material, article, or equipment being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material, article, or equipment is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. . The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to make a determination before CONTRACTOR uses the substitute.

6. **CONTRACT TIME** -

a. All provisions regarding Contract Time are essential to the performance of this Contract.

b. The Work shall be substantially completed within **three-hundred sixty-five (365)** calendar days after the date when the Contract Time begins to run. The Work shall be finally completed, ready for Final Payment within **thirty (30)** calendar days after the actual date of Substantial Completion.

The date of Substantial Completion of the Work is the date certified in writing by the OWNER when (1) construction is sufficiently complete, in accordance with the contract documents, so the OWNER can occupy or utilize the work for its intended purpose, as expressed by the contract documents, and (2) any additional project-specific requirements or milestones for "Substantial Completion" identified in the general, special, or technical conditions or construction plans have been satisfied.

c. The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

d. In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

7. **LIQUIDATED DAMAGES** - OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 6 above, plus any extensions thereof allowed in accordance with the General Conditions. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **$2,712** for each calendar day that expires after the time specified in Paragraph 6 for substantial completion until the work is substantially complete and **50% of the specified amount** for each calendar day that expires after the time specified in Paragraph 6 for final completion until the work is finally complete. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work. This provision binds Contractor's performance bond surety.

8. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the performance of the work in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of **five million, four-hundred-seventy-one thousand, and fifteen dollars ($5,471,015)**. CONTRACTOR agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

The CONTRACTOR acknowledges that performance of the Work may involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the work of the OWNER, if any, with its own forces, the work of other contractors, if any, and the work of others at the Project site.

Payments will be made to the CONTRACTOR for actual quantities installed on the basis of the Schedule of Unit Prices included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price Work, the Contract Price stated in the Agreement will include for all Unit Price Work an amount equal to the sum of the Unit Prices for each item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

9. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES** - The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently and continuously pursues such actions as are necessary therefore; or

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

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

e. CONTRACTOR has made a material misrepresentation of fact to the OWNER while performing its obligations under this Agreement; or

f. CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right, or remedy OWNER may have under this Agreement.

In the event of an uncured default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination, which may be a set-off to Owner's damages.

10. **FORCE MAJEURE** - Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency; ; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

11. **SEVERABILITY** - In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable

12. **PROGRESS PAYMENTS; DUE DATE FOR PROGRESS PAYMENTS; SUBMITTAL OF PAYMENT REQUESTS** – No payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. CONTRACTOR does not provide consent of surety with each payment application;

c. Another contractor is damaged by an act for which CONTRACTOR is responsible; or

d. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

OWNER herein (__X__) designates or (____) does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is inaccurate or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

OWNER hereby identifies the **City of Cocoa Accounts Payable**, 65 Stone Street, Cocoa FL 32926 or by email to **accountspayable@cocoafl.gov** as the agent or office to which the CONTRACTOR must submit payment requests or invoices to OWNER. The OWNER further hereby identifies Tierra Inc., Attn: **Jeffrey Begovich, P.E.**, 7351 Temple Terrace Hwy, Tampa, FL, 33637 or by email to **jbegovich@tierraeng.com** as the agent that must approve payment requests prior to their submission to OWNER.

13. **FINAL PAYMENT; CHANGE ORDERS** - OWNER shall withhold up to 5% of the Contract Price throughout the project in accordance with the Local Government Prompt Payment Act ("Act"). The retainage amount withheld may be released with the Final Payment after the issuance of the Final Completion Certificate. Consent of surety is required for final payment. OWNER shall make final payment to CONTRACTOR within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until CONTRACTOR has delivered to OWNER all close-out documentation.

By making payments OWNER does not waive claims including but not limited to those relating to:

a. Faulty work appearing after substantial completion has been granted;

b. Work that does not comply with the Contract Documents; or

c. Failure of Contractor to comply with any special guarantees required by the Contract Documents.

Progress payments may be withheld if Work is found defective and not remedied; CONTRACTOR does not provide consent of surety with each progress application a subcontractor is damaged by an act for which CONTRACTOR is responsible; ; or in the opinion of the OWNER, CONTRACTOR'S work is not progressing satisfactorily. Further, OWNER may withhold additional payment in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if CONTRACTOR is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. The additional payment, under this subsection, may at the OWNER'S discretion be withheld from subsequent Progress Payments.

The City, by written change order and without invalidating the Agreement, may order extra Work or make changes by altering, adding to, or deducting from the Work, the contract sum being adjusted accordingly. Additional time required for any change in Work must be included with the requested Change Order.

In giving instructions, the City's Project Manager will have authority to make minor changes in the Work, not involving extra cost or time, and not inconsistent with the purpose of the Work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless it goes through the City's written Change Order process and is approved by the City, and no claim for an addition to the contract sum or time will be valid unless so ordered in writing.

The value of any such extra Work or change will be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum.
2. By unit prices named in the contract or subsequently agreed upon.
3. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the CONTRACTOR, provided it receives an order as above, shall proceed with the work. In such case and also under case (3) above, the CONTRACTOR shall keep and present in such form as the City's Project Manager may direct, a correct account of the actual cost of labor and materials, substantiated by back-up documentation. In any case, the City's Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the CONTRACTOR. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's estimate. Furthermore, if the CONTRACTOR claims that any instructions by drawings or otherwise involve extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided above under this section. Claims will not be processed unless filed in writing before any work has commenced. In addition, if the City's Project Manager deems it appropriate the City may accept defective or incomplete work and an equitable deduction from the Contract Price will be made therefor by Change Order.

14. **DESIGNATION OF PROJECT MANAGER OR ARCHITECT OR LANDSCAPE ARCHITECT: DUTIES AND AUTHORITY** - The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, **Jeffrey Begovich, P.E., Vice President of Tierra Inc.** or his authorized representative is the OWNER's Project Manager during the entire period of construction. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER and its representatives shall be kept familiar with the progress and quality of the work by CONTRACTOR and may make periodic visits to the work site. The OWNER will not be responsible for the means of construction, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

c. **Access to Worksite for Inspections.** The OWNER and its representatives shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous on-site inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor. No inspector is authorized to change any provision of the specifications without written authorization of the City's Project Manager, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the Contract Documents.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the CONTRACTOR shall give the City timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the City's Project Manager will be promptly made.

If upon inspection such work is found not in accordance with the Contract Documents, the CONTRACTOR shall pay such cost, including compensation for professional services, and an appropriate deductive Change Order shall be issued.

d. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements, and make decisions on claims and disputes between Contractor and Owner.

e. **Rejection and Stoppage of Work.** The OWNER shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.

f. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the work progresses, based on CONTRACTOR's applications and OWNER's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

g. **City Reviews and Status.** The City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for the project. No review, inspection, or approval by the City of such Work or documents shall relieve the CONTRACTOR of its responsibility for the performance of its obligations under the Contract Documents or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve CONTRACTOR of responsibility for the performance of its obligations under the Contract Documents. Payment by the City pursuant to the Contract Documents shall not constitute a waiver of any of the City's rights under the Contract Documents or at law, and CONTRACTOR expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or City Project Manager to the CONTRACTOR if the City becomes aware of any fault or defect in the Projects or non-conformance with the Contract Documents. Furthermore, the City shall not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONTRACTOR, for any of the foregoing purposes, be deemed the agent of the City.

15. **PROGRESS MEETINGS** – OWNER'S Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the OWNER, during the term of work entered into under this Agreement. CONTRACTOR's Project Manager and all other appropriate personnel shall attend such meetings as designated by the OWNER'S Project Manager.

16. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision and Construction**. CONTRACTOR shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. CONTRACTOR shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

b. **Discipline and Employment.** CONTRACTOR shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

c. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with the Contract Documents.

d. **Payment of Taxes: Procurement of Licenses and Permits.** CONTRACTOR shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. CONTRACTOR warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for CONTRACTOR to undertake the contract work.

e. **Guarantee.** The CONTRACTOR hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the OWNER any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, CONTRACTOR will provide written guarantee for work and materials for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon manufacturer warranties or CONTRACTOR's payment and performance Bond(s).

f. **Project Site.** The CONTRACTOR shall, among other things, (i) visit and thoroughly inspect the project site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the project will be constructed and operated; (ii) if applicable, familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes

having or likely to have an impact on the project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the project; (iv) familiarize itself with pertinent Project dates, including the Project Schedule; (v) review and analyze all project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the project. If the project involve modifications to any existing structure(s) or other man-made feature(s) on the project site, the CONTRACTOR shall also review all as-built and record drawings, plans, and specifications of adjacent work which the CONTRACTOR requests from the City , and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the CONTRACTOR resulting from its failure to familiarize itself with the project site or pertinent documents shall be deemed waived.

17. **ASSIGNMENT** - CONTRACTOR shall not assign this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of the OWNER.

a. CONTRACTOR shall be fully responsible to OWNER for all acts and/or omissions performed by its subcontractors.

b. If CONTRACTOR, prior to the commencement of any Work subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

18. **THIRD PARTY RIGHTS** - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

19. **PROHIBITION AGAINST CONTINGENT FEES** - CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. **NO JOINT VENTURE** - Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other party.

21. **INDEMNIFICATION** – CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, engineer, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR'S own employees against the OWNER and, solely for the purpose of this

indemnification and defense, CONTRACTOR specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, engineer, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

In consideration of the CONTRACTOR's indemnity obligations, the parties allocate ONE PERCENT (1%) OF THE CONTRACT SUM as specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

22. **SAFETY** - CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing work provided hereunder. More specifically, the CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the project site and other persons who may be affected thereby.
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the project site.
3. Other property at the project site or adjacent thereto.

CONTRACTOR shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) and Florida Department of Transportation safety standards and shall assure and monitor the compliance of its Subcontractors with those same standards.

Further, CONTRACTOR shall work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines, and shall supply all information about hazardous chemical being brought onto City property as required by any applicable City Safety and Loss Control Program.

23. **CORPORATE REPRESENTATIONS BY CONTRACTOR** - CONTRACTOR hereby represents and warrants to the OWNER the following:

a. CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

24. **BOND** - CONTRACTOR shall supply a materials, performance and payment bond(s) in accordance with Florida law and in substantially in conformance with the forms attached to the Agreement as **Exhibit "A"** and approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to 100% of the Contract Price for the work prescribed herein. The issuance of bonds required under this Agreement shall not relieve Contractor of any liability under the Agreement. Contractor shall remain jointly and severally liable with any surety issuing a bond under the Contract. The premium for such bonds is included in the Contract Price.

25. **INSURANCE** - During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

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

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement.

d. The CONTRACTOR shall maintain comprehensive builder risk insurance, which shall cover CONTRACTOR'S labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of the Total Contract Price. CONTRACTOR shall maintain the builder risk insurance required by this subsection until final completion.

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER and its engineer shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies.**

Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insured shall be excess insurance; and with respect to workers' compensation and employer's liability, comprehensive automobile liability, commercial general liability, and umbrella liability insurance, CONTRACTOR shall require CONTRACTOR's insurance carriers to waive all rights of subrogation against OWNER and its engineer, the engineer's consultants, and their respective officers, directors, partners, employees and agents.

Each policy shall contain a cross liability or severability of interest clause or endorsement.

26. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for BREVARD County, Florida. The Contractor's surety is bound by this provision.

27. **GOVERNING LAW & VENUE** - This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be BREVARD County, Florida. Venue for any federal action or litigation shall be Orlando, Florida. The Contractor's surety is bound by this provision.

28. **ATTORNEY'S FEES** - Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal. This provision does not apply to Contractor's surety.

29. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

30. **WORK IS A PRIVATE UNDERTAKING** - With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

31. **DOCUMENTS** - **Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the OWNER shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, Carie Shealy, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922.

32. **SOVEREIGN IMMUNITY** - The OWNER intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement

shall be construed as a waiver of the OWNER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the OWNER's potential liability under state or federal law. CONTRACTOR agrees that OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, OWNER shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

34. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

35. **WAIVER AND ELECTION OF REMEDIES** - Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

36. **DRAFTING** - OWNER and CONTRACTOR each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

37. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

Company Name:	Cathcart Construction Company - Florida LLC
Attn:	Matt T. Blanton, President
Address:	1056 Willa Springs Drive
	Winter Springs, Florida 32708
Phone:	(407) 629-2900
Email:	mblanton@cathcartconstructioncompany.com

For OWNER:

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, Florida
321-433-8660

Either party may change the notice address by providing the other party written notice of the change. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

38. **CONFLICT OF INTEREST.**

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

39. **ADDITIONAL ASSURANCES.**

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the OWNER; and

c. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee or agent has willfully offered an employee or officer of the OWNER any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

40. **E-VERIFY** - Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors the following shall apply:

a. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Michael Blake, Mayor

Date: _____

ATTEST:

_____
Carie Shealy, City Clerk

CATHCART CONSTRUCTION COMPANY – FLORIDA LLC

By: _____
Matt T. Blanton, President

Date: 9/26/23

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 26th day of September, 2023 by Matt T. Blanton, the President of _____, who is personally known to me or who produced _____ as identification and who did take an oath.

Notary Public State of Florida
Cathy R Owen
My Commission HH 052957
Expires 11/21/2024

Cathy R. Owen
(Notary Public Signature)

CATHY R. OWEN
(Print Name)

Notary Public, State of FLORIDA
Commission No.: HH 052957
My Commission Expires: 11/21/2024

EXHIBIT A

Performance and Payment Bond

In compliance with the Florida Statutes Chapter 255.05 (1) (a)

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone St.
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	
Bid Number:	

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

August 26, 2023

Abigail Morgan
Interim Public Works Director
155 N Wilson Street
Cocoa, FL 32922

Re: Project #4337-428-R, City of Cocoa

Dear Abigail Morgan:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract modification one (#1) (Contract #H0610) between City of Cocoa and the Division of Emergency Management.

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

Renee Singh, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Blvd,
Tallahassee, Florida 32399

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

Respectfully,

Laura Dhuwe
Digitally signed by Laura Dhuwe
Date: 2023.08.26 18:42:29 -04'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

Contract Number: H0610

Project Number: 4337-428-R

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND CITY OF COCOA

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Cocoa, ("the Sub-Recipient") to modify Contract Number H0610, dated July 16, 2021 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $2,319,585.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Budget and Scope of Work by increasing the Federal funding by $2,057,023.25 under the Agreement.

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

1. The Agreement is amended to increase the Federal Funding by $2,057,023.25 , for the maximum amount payable under the Agreement to $4,376,608.25, (Four Million Three Hundred Seventy-Six Thousand Six Hundred Eight Dollars and Twenty-Five Cents).

2. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

3. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF COCOA

By: _____

Name and Title: Stockton Whitten, City Manager

Date: 08/08/2023

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: Laura Dhuwe Digitally signed by Laura Dhuwe Date: 2023.08.26 18:42:20 -04'00'

Name and Title: Kevin Guthrie, Director

Date: 26-AUG-2023

Attachment A

(1st Revision)

Budget and Scope of Work

STATEMENT OF PURPOSE:

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

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

PROJECT OVERVIEW:

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

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

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

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

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

TASKS & DELIVERABLES:

A) Tasks:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b) Letter of Completion:

   1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

   2. Certifying Compliance with all applicable codes.

c) Letter verifying compliance with the National Historic Preservation Act, to include whether archaeological deposits, prehistoric or historic artifacts, or human remains were encountered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.

d) Permit(s) and verification of compliance:

   1. South Florida Water Management District.

   2. United States Army Corps of Engineers (USACE).

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

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

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

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

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

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

   Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

   Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and

supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments shall be applied to larger awards allowing smaller awards to be fully obligated. Obligations shall be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds shall be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

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

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

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

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

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

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

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

B) <u>Deliverables:</u>

Mitigation Activities consist of drainage improvements of Fiske Boulevard and the surrounding Broadmoor Acres Subdivision, located in Cocoa, Florida, 32922.

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

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, if any.
3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
5) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.
6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

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

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity

of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

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

4) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

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

6) The project location contains wetlands or surface waters a permit from the U.S. Army Corps of Engineers shall be required. If permit is required, copy of permit must be provided at closeout.

7) For project closeout, the Sub-Recipient shall provide verification of compliance with the South Florida Water Management District (SFWMD) Individual Environmental Resource Individual Permit No. 64593-13, issued 07/27/2018.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

9) Special Conditions required on implementation of Projects:

CWA: The project location contains wetlands or surface waters a permit from the U.S. Army Corps of Engineers shall be required. If permit is required, copy of permit must be provided at closeout.

Source of condition: Clean Water Act (CWA) **Monitoring Required: No**

a) All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

b) A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

c) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit. 4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), Construction Commencement Notice, (October 1, 2013).

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

d) However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

e) Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

f) Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

   1) For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit¿ [Form 62-330.310(3)]; or

   2) For all other activities As-Built Certification and Request for Conversion to Operation Phase [Form 62-330.310(1)].

   3) If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

g) If the final operation and maintenance entity is a third party:

1) Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

2) Within 30 days of submittal of the as- built certification, the permittee shall submit Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

h) The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

i) This permit does not:

1) Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

2) Convey to the permittee or create in the permittee any interest in real property;

3) Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

4) Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

j) Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

k) The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

l) The permittee shall notify the District in writing:

1) Immediately if any previously submitted information is discovered to be inaccurate; and

2) Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long- term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

m) Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

n) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface

disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

o) Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

p) The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

q) This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource- related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

r) A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62- 330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

s) This permit for construction will expire five years from the date of issuance.

t) At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.

u) All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

v) The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), Operation and Maintenance Inspection Certification, describing the remedial actions taken to resolve the failure or deviation.

w) The project must be constructed and operated as per plans received by the District on July 24, 2018.

Source of condition: Coastal Zone Management Act (CZMA) **Monitoring Required: No**

NHPA

x) If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

y) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

Source of condition: National Historic Preservation Act (NHPA) **Monitoring Required: No**

10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

    c) SRMC cannot exceed 5% of the total project costs awarded.

    d) SRMC is 100% federally funded and shall be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

    e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

    f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-428-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on February 26, 2021; this Agreement was executed on July 16, 2021, and the Period of Performance for this project shall end on **February 28, 2024**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK:

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**36**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$5,471,015.00	$4,103,261.25	$1,367,753.75
Labor:	$0.00	$0.00	$0.00
Fees:	$0.00	$0.00	$0.00
Initial Agreement Amount:	**$5,471,015.00**	**$4,103,261.25**	**$1,367,753.75**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$5,471,015.00**	**$4,103,261.25**	**$1,367,753.75**
****SRMC**			
SRMC:	$273,347.00	$273,347.00	
SRMC-Pre-Award:	$0.00	$0.00	
SRMC Total:	**$273,347.00**	**$273,347.00**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $0.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00

**** ***Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $273,347.00 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	$4,103,261.25	(75.00%)
Non-Federal Share:	$1,367,753.75	(25.00%)
Total Project Cost:	**$5,471,015.00**	**(100.00%)**
SRMC (100% Federal)	$273,347.00	

RESOLUTION NO. 2021-051

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT FOR CITY OF COCOA, BROADMOOR ACRES/FISKE BOULEVARD DRAINAGE IMPROVEMENTS; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Federal Emergency Management Agency and the City of Cocoa desire to facilitate the drainage improvements project on Fiske Boulevard and Broadmoor Acres; and

WHEREAS, the Federal Emergency Management Agency has requested the City of Cocoa to execute and deliver to the Federal Emergency Management Agency the Federally-Funded Subaward and Grant Agreement for the aforementioned project; Federal Award Identification Number FEMA-DR-4337-FL.

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

Section 1. The City Council authorizes the City Manager to make, execute and deliver to the Federal Emergency Management Agency the Federally-Funded Subaward and Grant Agreement for the aforementioned project; Federal Award Identification Number FEMA-DR-4337-FL.

Section 2. The City Council authorizes the City Manager to make, execute, and deliver to the Federal Emergency Management Agency any additional documentation or amendments to the aforementioned agreement.

Section 3. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of the conflict.

Section 4. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a City Council Workshop assembled on the 1st day of June, 2021.

Michael C. Blake, Mayor

ATTEST:

SEAL

Carie Shealy, MMC, City Clerk

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Legislation Details (With Text)

File #:	23-560	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/12/2023			**In control:**	City Council
On agenda:	10/10/2023			**Final action:**	
Title:	Approve a Resolution Amending the FY24 Budget, BAF#24-004-A, to add funds to the State Housing Initiative Partnership program and the City's Fiscal Year 2024 budget in the amount of $14,691. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SHIP HHRP Allocation1.pdf SHIP HHRP Allocation #2.pdf Budget Resolution FY 2023-112 ADA Compliant.pdf BAF 24-004-A-CS-SHIP-HHRP (10-10-2023)-FY24.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 12, 2023
Agenda Date: October 10, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a Resolution Amending the FY24 Budget, BAF#24-004-A, to add funds to the State Housing Initiative Partnership program and the City's Fiscal Year 2024 budget in the amount of $14,691.

BACKGROUND:

As a part of the Hurricane Housing Recovery Program within the State Housing Initiative Partnership Program, the City of Cocoa was awarded $14,961 to allow the City to award funds to residents for emergency repairs related to hurricane/storm damage. These funds will be used for residents that had storm-related damage that requires repairs. We received notice of this funding late in our budget preparation process and therefore it is necessary to amend the FY 2024 budget to reflect this additional funding.

Florida Housing administers the State Housing Initiative Partnership program (SHIP), which provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. The program was designed to serve very low-, low- and moderate-income families.

SHIP funds are distributed on an entitlement basis to Cocoa. In FY2024, the City will receive

$228,460, plus this additional $14,691. The $14,691 must be used for hurricane/storm related repairs on eligible homes in Cocoa.

Staff is requesting approval of a Budget Amendment in the amount of $14,691 for the new funds appropriated by the State Housing Initiative Partnership program for Cocoa.

STRATEGIC PLAN CONNECTION:

Community and Economic Development

BUDGETARY IMPACT:

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

Amount Requested	$14,691
Account Number	_ 105-0000-334.90-**01**
Account Name	_SHIP HHRP Ian/Nicole

Amount Requested	$14,691
Account Number	_ 105-3240-554.83-00
Account Name	Other Grants and Aids

Source of Funds: State Housing Initiative Partnership Program

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution Amending the FY24 Budget, BAF#24-004-A, to add funds to the State Housing Initiative Partnership program and the City's Fiscal Year 2024 budget in the amount of $14,691.

Hurricane Housing Recovery Program FY 2022-2023 Allocation 1

State Total	$	20,000,000
Lee	$	5,403,406
Cape Coral	$	2,225,643
Fort Myers	$	1,010,871
Charlotte	$	2,039,114
Punta Gorda	$	234,146
Sarasota	$	1,355,123
Sarasota	$	194,297
Volusia	$	1,073,478
Daytona Beach	$	201,843
Deltona	$	258,439
Collier	$	909,833
Naples	$	47,987
Orange	$	673,431
Orlando	$	185,209
DeSoto	$	677,680
Polk	$	411,162
Lakeland	$	82,434
Winter Haven	$	36,184
Osceola	$	258,599
Kissimmee	$	79,230
St. Cloud	$	59,711
Hardee	$	381,880
Seminole	$	315,760
Hillsborough	$	208,378
Tampa	$	74,322
Manatee	$	186,844
Bradenton	$	29,736
Highlands	$	167,860
Brevard	$	64,606
Cocoa	$	3,745
Melbourne	$	16,330
Palm Bay	$	23,374
Titusville	$	9,345
Monroe	$	100,000
Flagler	$	22,390
Palm Coast	$	77,610
Lake	$	100,000
Okeechobee	$	100,000
Pinellas	$	52,140
Clearwater	$	12,210
Largo	$	8,610
St. Petersburg	$	27,040
Putnam	$	100,000
Glades	$	100,000
Hendry	$	100,000
St. Johns	$	100,000
Palm Beach	$	71,570
Boca Raton	$	6,530
Boynton Beach	$	5,390
Delray Beach	$	4,460
Wellington	$	4,110
West Palm Beach	$	7,940
Pasco	$	100,000

2022-2023 HHRP Allocation # 2

Local Government	Allocation	Payment #1	
Lee	11,161,240.43	3,720,500.00	
Cape Coral	4,597,275.00	1,532,500.00	
Fort Myers	2,088,048.00	696,100.00	
Charlotte	4,377,306.00	1,459,200.00	*
Punta Gorda	502,634.00	167,600.00	*
Sarasota	2,976,281.00	992,100.00	*
Sarasota	426,739.00	142,300.00	*
Volusia	2,286,357.00	762,200.00	
Daytona Beach	429,896.00	143,300.00	
Deltona	550,437.00	183,500.00	
Collier	1,797,220.00	599,100.00	*
Naples	94,790.00	31,600.00	*
Orange	1,510,632.00	503,600.00	
Orlando	415,458.00	138,500.00	
DeSoto	1,513,310.00	504,500.00	
Polk	1,088,878.00	363,000.00	
Winter Haven	79,822.00	26,700.00	
Osceola	536,064.00	178,700.00	
Kissimmee	164,239.00	54,800.00	
St. Cloud	123,777.00	41,300.00	
Hardee	858,170.00	286,100.00	
Seminole	687,750.00	229,300.00	
Hillsborough	481,820.00	160,700.00	
Tampa	171,850.00	57,300.00	
Manatee	479,470.00	159,900.00	
Highlands	377,220.00	125,800.00	
Brevard	332,194.00	110,800.00	
Cocoa	10,946.00	10,946.00	
Total	40,119,823.43	13,381,946.00	

RESOLUTION NO. 2023-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; 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, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; 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 2023-2024 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 10th day of October 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-004-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 105-3240 | DATE PREPARED: 09/12/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 14,691	105-0000-334.90-01		SHIP HHRP Ian/Nicole	$ 0	$ 0	$ 14,691	$ 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
$ 14,691	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 14,691	105-3240-554.83-00		Other Grants & Aids	$ 170,025	$ 170,475	$ 185,166	$ 131,550
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 14,691	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The city received funds for emergency storm repairs (SHIP HHRP) in Cocoa. The funds have not been allocated to the operating budget for use. This amendment will accept the funds and allocate to the SHIP grant account in 105 Fund for FY 2024. Agenda # 23-560

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 10/10/23 RESOLUTION #: 2023-112

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

9/14/23	Charlene Neuterman — Digitally signed by Charlene Neuterman Date: 2023.09.14 09:18:35 -04'00'	Date	Lora Howell — Digitally signed by Lora Howell Date: 2023.09.20 12:57:00 -04'00'	Date	
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
9/14/23	Charlene Neuterman — Digitally signed by Charlene Neuterman Date: 2023.09.14 09:19:03 -04'00'		Lora Howell — Digitally signed by Lora Howell Date: 2023.09.20 12:56:10 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	23-601	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/21/2023			**In control:**	City Council
On agenda:	10/10/2023			**Final action:**	
Title:	To Approve Change Order #4 to Purchase Order 77494 with Kirwin Norris, PA, for on-going legal and related expert services regarding two pending lawsuits against Brandes Design-Build for Issues with the Jerry Sellers Tank Coating Failure/Repairs and Industrial Park Interior Coating Failure/Repairs. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	77494.pdf 77494-1.pdf 77494-2.pdf 77494-3.pdf Approved Billing and Fee Arrangements 2020-02-27-154943 (2).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 21, 2023
Agenda Date: October 10, 2023
Prepared By: Kimberley Ross, Administrative Coordinator
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Change Order #4 to Purchase Order 77494 with Kirwin Norris, PA, for on-going legal and related expert services regarding two pending lawsuits against Brandes Design-Build for Issues with the Jerry Sellers Tank Coating Failure/Repairs and Industrial Park Interior Coating Failure/Repairs.

BACKGROUND:

On February 26, 2020, the City Manager signed a retainer agreement with Douglas W. Ackerman, from the legal firm Kirwin Norris, P.A., in anticipation of having to file a potential lawsuit against Brandes Design-Build. The City Council later authorized filing two lawsuits against Brandes Design Build and their sureties related to both the Jerry Sellers and Industrial Park projects.

An original estimated budget of $50,000 was established for legal services inclusive of engineering expert fees. P.O. 77494 was issued in the amount of $50,000. On June 4, 2021, Change Order #1, in the amount of $100,000, was issued. On June 9, 2022, Change Order #2, in the amount of $50,000, was issued. Lastly, on April 12, 2023, Change Order #3, was issued, for a total approved purchase order of $250,000.

Because of the highly technical nature of these two pending construction cases, the purchase orders issued for Kirwin Norris, P.A. include not only legal fees, but fees incurred for the City's engineering expert assisting the City in these cases. To-date, a substantial portion of the money drawn from the Kirwin Norris purchase orders have been to pay invoices related to the City's engineering expert.

Staff anticipates that additional legal support services and legal and engineering expert services will be necessary and the current the remaining balance is insufficient. Legal expenses were anticipated to continue in FY2024 and the expense is budgeted.

Staff is recommending approval for a change order of $100,000 be added to the original P.O. for a total approved purchase order of $350,000.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$100,000.00
Account Number	421-4010-536.31-01
Account Name	Legal Expenses

Change Order #4 Amount:	$100,000.00
Original Purchase Order No:	77494
Original Purchase Order Amount:	$50,000.00
Total Number of Change Orders:	4
Total Amount in Change Orders to Date:	$250,000.00

PREVIOUS ACTION:

On February 26, 2020, the City Manager approved a retainer agreement with Special Counsel Douglas Ackerman. The City Council previously authorized filing suit against Brandes Design Build and their sureties to recover costs and fees related to completing these projects.

On April 12, 2022, City Council Approved Change Order #2 to P.O. 77494 with Kirwin Norris, PA, for on-going legal and related expert services regarding two pending lawsuits against Brandes Design-Build for Issues with the Jerry Sellers Tank Coating Failure/Repairs and Industrial Park Interior Coating Failure/Repairs.

On March 14, 2023, City Council Approved Change Order #3 to P.O. 77494 with Kirwin Norris, PA, for on-going legal and related expert services regarding two pending lawsuits against Brandes Design-

Build for Issues with the Jerry Sellers Tank Coating Failure/Repairs and Industrial Park Interior Coating Failure/Repairs.

RECOMMENDED MOTION:

To Approve Change Order #4 to Purchase Order 77494 with Kirwin Norris, PA, for on-going legal and related expert services regarding two pending lawsuits against Brandes Design-Build for Issues with the Jerry Sellers Tank Coating Failure/Repairs and Industrial Park Interior Coating Failure/Repairs.

SERVICE

CITY OF COCOA

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 77494

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10625
VENDOR FAX NO.: 407-740-6363
VENDOR PH NO.: 407-740-6600

DATE 12/07/2020
DATE REQUIRED 9/30/2021

DELIVER TO:

KIRWIN NORRIS PA
15 W CHURCH ST STE 301
ORLANDO FL 32801

City of Cocoa
UTILITIES ADMINISTRATION
351 SHEARER BLVD
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. # F.O.B.
CS 0000042072
N.E. HERNANDEZ/JAW/4010

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	50000.00	SUM	LEGAL REPRESENTATION FOR POSSIBLE LAWSUIT AGAINST BRANDES DESIGN-BUILD AND SURETY WESTFIELD FOR THE JERRY SELLERS TANK COATING REPAIRS PROBLEMS. RETAINER AGREEMENT WITH SPECIAL COUNSEL DOUGLAS ACKERMAN WAS APPROVED BY THE CITY MANAGER ON 2-26-20. *****OPERATING REVENUE*****	1.0000	50000.00
				TOTAL	50000.00

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42140105363101

CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

TERMS AND CONDITIONS

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. **TIME IS OF THE ESSENCE**: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. **WARRANTY**: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.

4. **MODIFICATIONS**: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. **WAIVER**: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. **CITY OPTIONS**: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. **INDEMNIFICATION**: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. **PATENT INDEMNIFICATION**: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. **INSPECTION**: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. **TAXES**: The City government is a non-profit operation and not subject to tax.

11. **CONTINGENCIES**: Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION**: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. **PACKAGING AND CARTAGE**: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. **HAZARD**: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. **QUANTITY**: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. **ASSIGNMENT**: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. **CHOICE OF LAW; VENUE**: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS**: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. **FISCAL YEAR FUNDING APPROPRIATION**: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. **FAILURE TO EXECUTE PURCHASE ORDER**: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, or all bids may be rejected and made void by the City.

21. **INDEPENDENT CONTRACTOR**. The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. **OTHER RELATED AGREEMENTS.** In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order 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. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. **INSURANCE.** If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

SERVICE

PURCHASE ORDER

CHANGE NO.: 1
CHANGE DATE: 6/04/2021

THIS NO. 77494

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

VENDOR NO.: 10625
VENDOR FAX NO.: 407-740-6363
VENDOR PH NO.: 407-740-6600

DATE 12/07/2020
DATE REQUIRED 9/30/2021

KIRWIN NORRIS PA
15 W CHURCH ST STE 301
ORLANDO FL 32801

DELIVER TO:
City of Cocoa
UTILITIES ADMINISTRATION
351 SHEARER BLVD
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
CS 0000042072 FOB
N.E. HERNANDEZ/JAW/4010

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			********** * CHANGE ORDER * **********		
1	150000.00	SUM	LEGAL REPRESENTATION FOR POSSIBLE LAWSUIT AGAINST BRANDES DESIGN-BUILD AND SURETY WESTFIELD FOR THE JERRY SELLERS TANK COATING REPAIRS PROBLEMS. RETAINER AGREEMENT WITH SPECIAL COUNSEL DOUGLAS ACKERMAN WAS APPROVED BY THE CITY MANAGER ON 2-26-20. *****OPERATING REVENUE*****	1.0000	150000.00
				TOTAL	150000.00

REMARKS:

1ST CHANGE ORDER ISSUED TO ADD FUNDS, $100,000.00, TO LINE ITEM # 1 PER REQ # 42838. TO COVER SERVICES THROUGH FY21.

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42140105363101

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

TERMS AND CONDITIONS

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. **TIME IS OF THE ESSENCE**: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. **WARRANTY**: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.

4. **MODIFICATIONS**: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. **WAIVER**: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. **CITY OPTIONS**: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. **INDEMNIFICATION**: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. **PATENT INDEMNIFICATION**: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. **INSPECTION**: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. **TAXES**: The City government is a non-profit operation and not subject to tax.

11. **CONTINGENCIES**: Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION**: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. **PACKAGING AND CARTAGE**: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. **HAZARD**: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. **QUANTITY**: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. **ASSIGNMENT**: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. **CHOICE OF LAW; VENUE**: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS**: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. **FISCAL YEAR FUNDING APPROPRIATION**: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. **FAILURE TO EXECUTE PURCHASE ORDER**: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, or all bids may be rejected and made void by the City.

21. **INDEPENDENT CONTRACTOR**. The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. **OTHER RELATED AGREEMENTS.** In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order 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. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. **INSURANCE.** If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

SERVICE

CITY OF COCOA

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

CHANGE NO.: 2
CHANGE DATE: 6/09/2022
THIS NO. 77494

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10625
VENDOR FAX NO.: 407-740-6363
VENDOR PH NO.: 407-740-6600

DATE 12/07/2020
DATE REQUIRED 9/30/2021

KIRWIN NORRIS PA
15 W CHURCH ST STE 301
ORLANDO FL 32801

DELIVER TO:

City of Cocoa
UTILITIES ADMINISTRATION
351 SHEARER BLVD
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
CS 0000042072 FOB
N.E. HERNANDEZ/JAW/4010

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			********** CHANGE ORDER **********		
1	200000.00	SUM	LEGAL REPRESENTATION FOR POSSIBLE LAWSUIT AGAINST BRANDES DESIGN-BUILD AND SURETY WESTFIELD FOR THE JERRY SELLERS TANK COATING REPAIRS PROBLEMS. RETAINER AGREEMENT WITH SPECIAL COUNSEL DOUGLAS ACKERMAN WAS APPROVED BY THE CITY MANAGER ON 2-26-20. *****OPERATING REVENUE*****	1.0000	200000.00
				TOTAL	200000.00

REMARKS:

1ST CHANGE ORDER ISSUED TO ADD FUNDS, $100,000.00, TO LINE ITEM # 1 PER REQ # 42838. TO COVER SERVICES THROUGH FY21.
2ND CHANGE ORDER ISSED TO ADD FUNDS, $50,000.00, TO LINE ITEM # 1 PER REQ # 44713. TO COVER SERVICES THROUGH FY22.

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42140105363101

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

CITY OF COCOA PURCHASE ORDER
TERMS AND CONDITIONS

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). **Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement.** The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. TIME IS OF THE ESSENCE: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. WARRANTY: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal: ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. WAIVER: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. CITY OPTIONS: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. INDEMNIFICATION: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorney fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. PATENT INDEMNIFICATION: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. INSPECTION: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any shipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may been titled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. TAXES: The City government is a non profit operation and not subject to tax.

11. CONTINGENCIES: Performance of any obligation under this Agreement may be
suspended by either party. without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. PRICE PROTECTION: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect
hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. PACKAGING AND CARTAGE: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to ensure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. HAZARD: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. QUANTITY: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. ASSIGNMENT: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. CHOICE OF LAW; VENUE: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. FISCAL YEAR FUNDING APPROPRIATION: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. FAILURE TO EXECUTE PURCHASE ORDER: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, oral bids maybe rejected and made void by the City.

21. INDEPENDENT CONTRACTOR: The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. OTHER RELATED AGREEMENTS: In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. SOVEREIGN IMMUNITY: Nothing contained in this Purchase Order 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. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. INSURANCE: If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

25. **E-VERIFY:** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

SERVICE
CITY OF COCOA

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

CHANGE NO.: 3
CHANGE DATE: 4/12/2023
THIS NO. 77494

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10625
VENDOR FAX NO.: 407-740-6363
VENDOR PH NO.: 407-740-6600

DATE 12/07/2020
DATE REQUIRED 9/30/2021

KIRWIN NORRIS PA
15 W CHURCH ST STE 301
ORLANDO FL 32801

DELIVER TO:

City of Cocoa
UTILITIES ADMINISTRATION
351 SHEARER BLVD
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
CS 0000042072 F.O.B.
N.E. HERNANDEZ/JAW/4010

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			********** CHANGE ORDER **********		
1	250000.00	SUM	LEGAL REPRESENTATION FOR POSSIBLE LAWSUIT AGAINST BRANDES DESIGN-BUILD AND SURETY WESTFIELD FOR THE JERRY SELLERS TANK COATING REPAIRS PROBLEMS. RETAINER AGREEMENT WITH SPECIAL COUNSEL DOUGLAS ACKERMAN WAS APPROVED BY THE CITY MANAGER ON 2-26-20. *****OPERATING REVENUE*****	1.0000	250000.00
				TOTAL	250000.00

REMARKS:

1ST CHANGE ORDER ISSUED TO ADD FUNDS, $100,000.00, TO LINE ITEM # 1 PER REQ # 42838. TO COVER SERVICES THROUGH FY21.
2ND CHANGE ORDER ISSED TO ADD FUNDS, $50,000.00, TO LINE ITEM # 1 PER REQ # 44713. TO COVER SERVICES THROUGH FY22.

*** CONTINUED ***

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42140105363101

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

SERVICE
CITY OF COCOA

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

CHANGE NO.: 3
CHANGE DATE: 4/12/2023
THIS NO. 77494

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10625
VENDOR FAX NO.: 407-740-6363
VENDOR PH NO.: 407-740-6600

DATE 12/07/2020
DATE REQUIRED 9/30/2021

KIRWIN NORRIS PA

DELIVER TO:

City of Cocoa

Florida Sales Tax Exemption No. 85-8012621548C-8

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			********** CHANGE ORDER **********		
			REMARKS:		
			3RD CHANGE ORDER ISSUED TO ADD FUNDS, $50,000.00, TO LINE ITEM # 1 PER REQ #46177. COVER FY23 EXP		

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42140105363101

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

CITY OF COCOA PURCHASE ORDER TERMS AND CONDITIONS

1. **AGREEMENT:** Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). **Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement.** The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. TIME IS OF THE ESSENCE: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. WARRANTY: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal: ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. WAIVER: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. CITY OPTIONS: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. INDEMNIFICATION: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorney fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. PATENT INDEMNIFICATION: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. INSPECTION: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any shipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may been titled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. TAXES: The City government is a non profit operation and not subject to tax.

11. CONTINGENCIES: Performance of any obligation under this Agreement may be
suspended by either party. without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. PRICE PROTECTION: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect
hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. PACKAGING AND CARTAGE: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to ensure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. HAZARD: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. QUANTITY: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. ASSIGNMENT: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. CHOICE OF LAW; VENUE: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. FISCAL YEAR FUNDING APPROPRIATION: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. FAILURE TO EXECUTE PURCHASE ORDER: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, oral bids maybe rejected and made void by the City.

21. INDEPENDENT CONTRACTOR: The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. OTHER RELATED AGREEMENTS: In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. SOVEREIGN IMMUNITY: Nothing contained in this Purchase Order 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. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. INSURANCE: If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

25. **E-VERIFY:** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Kirwin Norris, P.A.

BILLING AND FEE ARRANGEMENTS

UNDERSTANDING. We are pleased to have the opportunity to represent you. Our goal is to provide the highest quality and most efficient legal services possible. Experience has shown that our relationship will be stronger if we begin it with a mutual understanding about our fees and their payment. Unless our engagement letter alters these arrangements, we will assume that these terms are acceptable to you and that they will also apply to future matters on which we are asked to represent you.

FEES. City of Cocoa (hereinafter "Client"), agrees to be charged $300.00-$370.00 per hour for attorney time involved in contract review and/or pursuing or defending any claims arising from Client's business. Client agrees to pay the hourly rate portion of all fees incurred on a monthly basis, together with all out of pocket costs as they are incurred. The law firm reserves the right to increase or decrease the amount of the monthly bills based upon the law firm's assessment of the value of the services which were rendered on behalf of the Client. Costs include, without limitation, travel expenses, deposition transcripts, filing fees, etc. This Billing and Fee Arrangement is contingent on representation in Florida. If a case is transferred to any other out of state forum, then this Agreement shall be null and void and all arrangements for continuing representation subject to negotiation.

WORK ASSIGNMENTS. The lawyer with whom you deal primarily may assign parts of your work to other lawyers or other personnel in the office under his or her supervision, and may use other firm lawyers where specialized help is needed including attorney Todd Demetriades of Pursiano Barry Bruce Demetriades Simon LLP. The supervising lawyer will continue to be responsible to you for the entire assignment, however, and will be available to discuss the use of other personnel with you. It is our practice to assign tasks among lawyers, legal assistants, law clerks and document clerks in such a way as to produce the highest quality of work at the most reasonable expense to you.

DISBURSEMENTS ON YOUR ACCOUNT. Invoices will normally be rendered monthly for work done in the previous month, covering and identifying services rendered as well as disbursements and other charges. These disbursements and charges include items incurred and paid by us on your behalf, such as long distance telephone charges, special postage, delivery charges, telex or telecopy charges, travel, photocopying, secretarial overtime, if necessary, and use of other service providers such as printers or experts, if needed. In litigated matters, we include payments made by us for process servers, court reporters, witness fees and so on. We also make separate charges for the use of "Lexis", "Westlaw" or "Veralex" which are computerized legal research systems that in our experience significantly reduce lawyer research time. We normally request the court reporter's fees and other large disbursement items be billed or forwarded to you for payment directly to the providers of those services.

PAYMENT. We will render a statement on your account each month, and payment is due upon receipt. If for any reason any statement of ours goes unpaid, we reserve the right to withdraw

from representing you further. Unless otherwise notified in writing by the City, invoices shall be submitted to the City Attorney for initial review, and upon review, invoices will be transmitted by the City Attorney to the City's Utilities Director for payment processing in accordance with City policy.

RETAINERS. N/A.

MULTIPLE CLIENTS. In certain circumstances, more than one individual may collectively retain Kirwin Norris P.A. and they collectively will be the Client. Each Client is aware of the potential conflict among the various individuals, but each individual Client has agreed to the overall representation by Kirwin Norris P.A. and is aware of said potential conflict. Each individual Client will, if such a situation arises, seek his or her own legal counsel and Kirwin Norris P.A. may continue to collectively represent the Client.

LIABILITY FOR OPPOSING PARTY ATTORNEYS' FEES AND COURTS COSTS. Client acknowledges that Kirwin Norris P.A. has not and cannot make any guaranties as to the results which may be obtained in any litigation or arbitration or for any matter for which Kirwin Norris P.A. has been retained. All expressions relative to the possible results are purely opinions of Kirwin Norris P.A. Client further understands that there is the potential in any litigation/arbitration for the Client to be liable to the opposing party for its attorneys' fees and court costs, including possible expert witness fees, should the Client not prevail in the litigation/arbitration.

CONFLICTS IN REPRESENTATION OF THE CLIENT. From time to time there may arise matters involving a conflict of interest, which could arise if there is a lawsuit involving the Client and one of Kirwin Norris' other clients. Conflicts will be handled as follows:

a. If there is no on-going representation being provided to the Client, the Client will not be deemed to be a client of Kirwin Norris and no conflicts will be deemed to have arisen. Thus, Kirwin Norris could represent other clients in regard to matters involving the Client provided, however, those matters do not relate to the matters on which Kirwin Norris has provided representation to the Client.

b. Kirwin Norris reserves the right to terminate its representation of the Client. In that regard, Kirwin Norris will be paid in full for services rendered to that date and, as a result of the termination of said representation, Kirwin Norris will be entitled to represent the other party as if subparagraph (a) above was applicable; provided, however, that said matters do not involve the matters on which Kirwin Norris has provided representation to the Client.

c. To the extent a conflict is a "**direct conflict**" (as defined below), Kirwin Norris will meet and discuss the nature of the conflict and determine if the matter can be resolved. If the Client is unwilling to waive the conflict, Kirwin Norris reserves the right under (b) above to terminate its representation of the Client. Also, as set forth in subparagraph (a) above, if there is no on-going representation at that time, there will be no direct conflict. A "**direct conflict**" is a matter in which the client and another Kirwin Norris client are actively and directly involved with one another in an adverse way, for example, the Client is being sued by a Kirwin Norris client seeking recovery of a money judgment. An example of an "**indirect conflict**" would be a

matter in which the Client holds a judgment against Company A and one of our clients seeks to foreclose a mortgage which encumbers property owned by a Company A. The Client would be joined as a necessary party in the foreclosure because it holds a subordinate judgment lien encumbering Company A's property. That would, as set forth in subparagraph (d) below, be an indirect or incidental conflict.

d. In regard to "**Indirect or incidental conflicts**", the Client hereby agrees to waive any such conflict, and Kirwin Norris would be entitled to represent the other client in those particular matters. Indirect or incidental conflicts would be those transactions in which no actual monetary relief is required against the Client. As set forth in subparagraph (c) above, an incidental or indirect conflict would arise if Kirwin Norris represents a client and in seeking to foreclose a mortgage, the Client would be joined as a defendant because it has a second mortgage or a judgment against the owner of the property being foreclosed.

With respect to any waivers of conflicts, to the extent the Client has agreed to waive any future conflict as set forth herein, the execution of this document constitutes a waive of that conflict. If requested by Kirwin Norris, the Client will provide Kirwin Norris with a letter waiving the conflict. Such letters may be prepared by Kirwin Norris to fully define the conflict.

QUESTIONS. If you have questions about any aspect of our arrangements or our statements from time to time, feel entirely free to raise those questions. It is important that we proceed on a mutually clear and satisfactory basis in our work for you. We are open to discussion of all of these matters, including the amount of our statements, and we encourage you to be frank about them.

KIRWIN NORRIS, P.A.

By: Douglas W. Ackerman

AGREED AND ACCEPTED:

DATE: 2/26/2020

client John A. Tidkarich, Jr., ACP, ICMA-CM
CITY MANAGER

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Legislation Details (With Text)

File #:	23-609	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/25/2023			**In control:**	City Council
On agenda:	10/10/2023			**Final action:**	
Title:	Approve a Resolution Amending the FY24 Budget, BAF#24-008-A, to Accept HVE Grant Revenue for $5,000 in Overtime for High Visibility Enforcement (HVE) activities implemented to mitigate crashes. (Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	433144-1-8404 G2M61 City of Cocoa Contract Executed 21Sept2023.pdf Budget Resolution FY 2023-114ADA Compliant.pdf BAF 24-008-A-PD-HVE Grant Award (10-10-23)-Agenda 23-609.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 25, 2023
Agenda Date: October 10, 2023
Prepared By: Susan L. Lambert, CAP, OM
Through: Evander Collier, IV, Chief of Police
Requested Action:
Approve a Resolution Amending the FY24 Budget, BAF#24-008-A, to Accept HVE Grant Revenue for $5,000 in Overtime for High Visibility Enforcement (HVE) activities implemented to mitigate crashes.

BACKGROUND:

On August 8, 2023, under agenda item 23-376, Council approved the City Manager to enter into a Memorandum of Understanding with the Institute of Police Management (IPTM) who is facilitating this grant for the Florida Department of Transportation (FDOT). The grant is for $5,000 in overtime for traffic officers and the City of Cocoa must meet the following conditions:

- Operations must begin within 30 (thirty) days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement.
- Operations must be highly visible to anyone driving, walking or biking in the area. It is strongly suggested that operations include a combination of high visibility elements with a coordinated media awareness campaign.
- Funds may not be used to supplant the vendor's enforcement and education efforts.
- The overtime must be used in the designated area, during the specified times of the agreement.

- A minimum of two media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.

This contract period begins on September 21, 2023 and ends on May 10, 2024, and only officers who have been through a specialized FDOT training are eligible for the overtime hours.

STRATEGIC PLAN CONNECTION:

Public Safety

BUDGETARY IMPACT:

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

Amount Requested	$ 5,000
Account Number	_001-
Account Name	_

Source of Funds: __X__ Grant Source:_IPTM FDOT HVE Grant
__X__ Transfer Acct #:_001-2100-521.14-00 (GR2304)

PREVIOUS ACTION:

Council previously approved the City Manager to sign the Memorandum of Understanding with IPTM on August 8, 2023, agenda item 23-376.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY24 Budget, BAF#24-008-A, to Accept HVE Grant Revenue for $5,000 in Overtime for High Visibility Enforcement (HVE) activities implemented to mitigate crashes.

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Institute of Police Technology and Management

University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

August 18, 2023

Ms. Maura Andrews
Traffic Safety Program Manager
Florida Department of Transportation
605 Suwannee Street, MS 53
Tallahassee, Florida 32399

RE: Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program
Project Number: 433144-1-8404
Contract Number: G2M61

Dear Ms. Andrews,

We are requesting subcontract approval under the aforementioned subgrant agreement. The request is for approval of a contractual services agreement between IPTM and City of Cocoa in the amount of $5,000.00. Under the contract, Cocoa Police Department will conduct overtime high visibility education and enforcement operations through May 10, 2024.

I appreciate your consideration of this request.

Sincerely,

Angel Williams
Coordinator

Attachment

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Letter of Agreement and Contract

In this contract between the City of Cocoa ("Vendor") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 10, 2024.

Total contract amount will not exceed $5,000.00

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project # 433144-1-8404, Contract # G2M61. All services must be completed by May 10, 2024. The final invoice must be received by June 7, 2024 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Vendor shall each be responsible for its own attorney fees in the event of a dispute.

To the fullest extent permitted by law, the vendor shall indemnify and hold harmless IPTM and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and IPTM's sovereign immunity.

Vendor is a subdivision, as defined in Section 768.28, Florida Statutes, and Vendor agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Vendor while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Vendor of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects.

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

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EXHIBIT "A"

SCOPE OF SERVICES
PEDESTRIAN AND BICYCLE SAFETY
HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN

I. OBJECTIVE:

The Florida Department of Transportation ("FDOT"), through a subgrant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. PURPOSE:

In 2021, 3,741 people lost their lives in traffic crashes on Florida's roadways. More than 22% of them were pedestrians (835) and more than 5% were bicyclists (197).

The **Purpose** of this funding opportunity is to develop and implement effective community level High Visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable that all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. IPTM RESPONSIBILITIES:

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Vendor but are subject to availability. IPTM reserves the right to review and audit the Vendor's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Vendor will be unable to properly utilize the full funding amount as outlined herein.

IV. VENDOR SERVICES AND RESPONSIBILITIES:

Vendor will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Vendor will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by

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the Vendor's policies and procedures and must comply with Florida law. These operations are designed to reach more than just the individuals who are stopped or contacted, they should also be highly visible to anyone driving, walking, or biking in the area in a way that associates the enforcement activity with the safety awareness campaign. The Vendor shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Vendor must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 30 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Operations must be highly visible to anyone driving, walking, or biking in the area. It is strongly suggested that operations include a combination of high visibility elements with a coordinated media awareness campaign similar to those used in sobriety checkpoints or other enforcement mobilizations.
- Funds may not to be used to supplant the Vendor's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Vendor will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT and outlined in Exhibit C of this agreement.
- Vendor will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT and outlined in Exhibit C of this agreement (each detail location may have different pre-approved days and times of day).

Minimum Level of Service

Vendor shall conduct highly visible education and enforcement operations at each of the identified locations outlined in Exhibit C of this agreement, prioritizing efforts towards higher ranked (Tier 1) locations.

☐Only Tier 1 locations shall be worked from contract execution through May 10, 2024

☒Only Tier 2 locations shall be worked from contract execution through May 10, 2024

☐Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 10, 2024. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2024 through May 10, 2024

A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.

Vendor performance will be evaluated based on their prioritization of enforcement details to areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists and on the visibility of the mobilization.

- Vendor will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details aimed at reducing traffic crashes resulting in serious or fatal injuries to pedestrians or bicyclists, or attendance at required training outside of the training requirement listed within this contractual service agreement.

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- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. **Extenuating circumstances must be documented in the activity report.** There is no pay period limit.

- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices."* To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* **prior to June 30, 2022.** The refresher training class titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review"* is not a substitute for the 4-hour classroom course for initial eligibility into this program.

- Vendor may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* or the two (2) hour online refresher training course titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review".* For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.

- Public awareness is a key element of the high visibility enforcement model. The Vendor is strongly encouraged to distribute a minimum of two (2) media releases during the contract period. The first media release announcing that operations are beginning should be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second media release should include a reminder that details are ongoing. This second media release should be distributed approximately halfway through the contract period. Additional media engagement is also encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement should be provided within 30 days of the press release or news report.

- The Vendor shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Vendor free of charge for this purpose.

- Vendor may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM or through the provided online platform along with the detail report for the period in which the lights were distributed.

- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

HIGH VISIBILITY ENFORCEMENT (HVE)

All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this contractual service agreement.

High Visibility Enforcement is defined as:

Intense:	Enforcement activities are over and above what normally takes place.
Frequent:	Enforcement occurs often enough to create general deterrence.
Visible:	A majority of the public sees or hears about the enforcement.

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Strategic: Enforcement targets high-risk locations during high-risk times.

APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Vendor must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

METHOD OF COMPENSATION/PAYMENT SCHEDULE

Invoices must be submitted at least monthly (every 30 days), beginning within 60 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.
- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Vendor for an amount up to the total costs incurred for the overtime worked; therefore, Vendor must include either a pay stub or payroll ledger documenting payment to each officer for which reimbursement is requested. It is the responsibility of the Vendor to redact any personally identifiable information such as Social Security numbers prior to submission.

  The overtime pay rate for personnel shall be based on the actual cost per employee in accordance with the agency's payroll policy. Each agency shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the agency, as required by 2 CFR 200.403(c). Additional hours may be called overtime, call-out, off duty, extra, additional, etc.

  As part of the "fully burdened" overtime costs, the agency can be reimbursed for the additional benefit costs paid on the overtime worked. These benefit costs must be additional costs incurred specifically as a result of the overtime being reimbursed. These benefits may include associated portions of FICA (Social Security and Medicare), Worker's Compensation, Retirement benefits, and fixed shift differential costs. Prorated portions of leave accrual, health/life insurance, uniform allowance, vehicle usage, salary incentive, and other standard benefits cannot be reimbursed as they are not additional costs incurred specifically as a result of the overtime worked.

- **Detail Activity:** Vendor shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document that each detail conducted meets the minimum level of service as outlined in this agreement and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@iptm.org.

All requests for reimbursement shall be signed by an Authorized Representative of the Vendor, or their delegate.

The University has 40-days to review and process invoices for services. This process begins on the date the Vendor invoice is received, inspected, and approved. Invoices may be returned if not completed properly. If a payment is not available within 40 days from the University approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar will not be enforced unless the Vendor requests payment. Invoices that have to be returned to a Vendor because of Vendor preparation errors will result in a delay in the payment and is not subject to the interest penalty. The Vendor payment requirements do not start until a properly completed financial reimbursement request is provided to the University.

FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of services provided. If the University determines that the performance of the Vendor does not comply with the contract requirements, the University shall notify the Vendor of the deficiency to be corrected, and the correction shall be made within a timeframe to be specified by the University. If the deficiency is subsequently resolved, the University agrees to pay the invoice(s) for the unpaid amount(s) during the next billing period. If the Vendor is unable to resolve the deficiency, the funds shall be forfeited at the end of this contractual service agreement.

PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Vendor may not be reimbursed for efforts conducted at locations that have not been pre-approved, that take place prior to the date of the approval of this agreement, or that do not comply with the minimum level of service as outlined in this agreement.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit C.

REQUESTS FOR ADDITIONAL FUNDING

The Vendor may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Vendor has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 70% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Vendor's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Vendor, and IPTM.

Requests for increased funding must be submitted to IPTM and received on or before February 29, 2024.

NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

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DocuSign Envelope ID: 60D79962-1AEA-472A-8E6E-D7AA171DBEBC

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

CONSEQUENCES FOR NON-PERFORMANCE

If the Vendor is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

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DocuSign Envelope ID: 60D79962-1AEA-472A-8E6E-D7AA171DBEBC

EXHIBIT "B"

EFFORT SUMMARY

FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INTITIATIVE HIGH VISIBILITY ENFORCEMENT CAMPAIGN

QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.
- Detail Activity Reports shall be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms shall be submitted for each bicycle light kit distributed.
- Invoices shall be submitted for each month or payroll period in which overtime details were performed beginning the month following contract execution.

PERFORMANCE MEASURES

Proof of performance documentation shall be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

BUDGET/COST ANALYSIS

- The name and fully loaded hourly overtime rates to be used for each officer must be submitted.
- The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime.
- Only hours from officers listed and shown on the authorized personnel list are eligible for reimbursement under this agreement.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.).
- Payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid.
- ☐Only Tier 1 locations shall be worked from contract execution through May 10, 2024.
  ☒Only Tier 2 locations shall be worked from contract execution through May 10, 2024.
  ☐Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 10, 2024. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2024 through May 10, 2024.
- Payment shall be made only after receipt and approval of services provided.

Total contract amount not to exceed: $5,000.00

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EXHIBIT "C"

Locations for Cocoa Police Department
Florida's Pedestrian and Bicycle Focused Initiative
High Visibility Enforcement Campaign

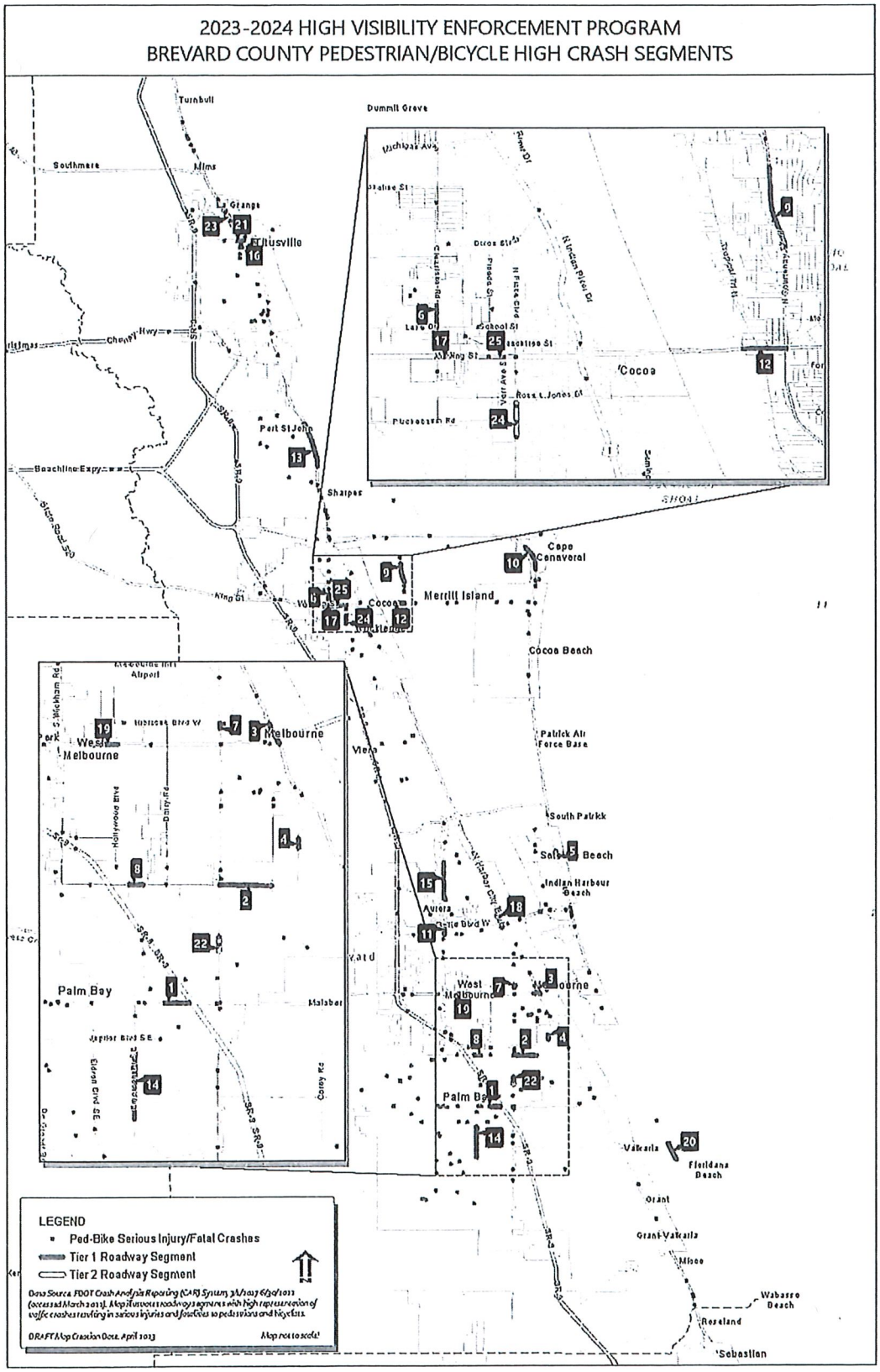
2023-2024 HIGH VISIBILITY ENFORCEMENT PROGRAM - BREVARD COUNTY PEDESTRIAN/BICYCLE HIGH CRASH SEGMENTS

Rank	Roadway Name	From	To	Tier	Time Range		Day of the Week
					From	To	
25	W King Street	Aurora Street	S Fiske Boulevard	2	1200	1900	Wednesday, Saturday

Data Source: Crash Analysis Reporting System 7/1/2017-6/30/2022 (downloaded March 2023). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

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EXHIBIT "C"



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Letter of Agreement and Contract

Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management

DocuSigned by:
Vince Smyth
5A7E38787329478...
SCH Vince Smyth, Associate Vice President — 9/21/2023 Date

Cameron Pucci
Cameron Pucci, Director — 9/11/23 Date

VENDOR ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

Vendor Name: City of Cocoa

Address: 1226 W. King Street, Cocoa, FL 32922

Stockton E. Whitten
Vendor's Authorized Agent Signature — 8/22/2023 Date

Stockton E. Whitten — City Manager
Printed Name — Title

CONTRACTUAL SERVICES AGREEMENT
REVIEWED AND APPROVED

DocuSigned by:
Chris Craig
B67DFADA5D7C4E4...
TRAFFIC SAFETY ADMINISTRATOR — 08/21/23 DATE

DocuSign Envelope ID: 6B9EB42C-F277-41E2-964B-BE32C3D5CBCF
DocuSign Envelope ID: 60D79962-1AEA-472A-8E6E-D7AA171DBEBC

Exhibit "D"

FY2023 - Subcontract Agreement Required Federal Clauses, Per Part V

i. The parties to this subcontract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # 433144-1-8404, Contract # G2M61. A final invoice must be received by June 7, 2024 or payment will be forfeited.

ii. **Buy American Act.** The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

iii. **Certification Regarding Federal Lobbying.** The subcontractor certifies, to the best of his or her knowledge and belief, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iv. **Cooperation with the Inspector General.** It is the duty of every subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this subgrant agreement. Chapter 20.055(5), F.S.

v. **DBE Assurance**. The subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

vi. **E-Verify**. Any subcontractors performing work or providing services pursuant to the subgrant agreement are required to 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.

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vii. **Nondiscrimination**. During the performance of this subcontract, the Subcontractor agrees:

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time

2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein

3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA

4. That, in event a Subcontractor fails to comply with any nondiscrimination provisions in this subgrant, the Subrecipient will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subcontractor under the contract/agreement until the Subcontractor complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

viii. **Clean Air Act and Federal Water Pollution Control Act**. Subcontracts for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

ix. **Integrity Certification**. The Subcontractor certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subcontractor shall provide to the Department immediate written notice if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

x. **Contract Work Hours and Safety Standards Act**. All subcontracts in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

xi. **Indemnification and Insurance.** To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

xii. **Policy on Banning Text Messaging While Driving Act.** In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subrecipients are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the subrecipient agency and/or the Government.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

xiii. **Human Trafficking.** The Subcontractor agrees that it and its employees that perform any work on the subcontract shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the subcontract.

xiv. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.** The Subcontractor agrees to take the following affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus are used when possible:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

xv. **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

RESOLUTION NO. 2023-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; 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, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; 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 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at the Regular City Council Meeting assembled on the 10th day of October, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-008-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 09/25/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 5,000	001-0000-369.90-04	GR2304	Miscellaneous Revenues	$ 3,500	$ 3,500	$ 8,500	$ 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
$ 5,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 5,000	001-2100-521.14-00	GR2304	Law Enforcement/Overtime	$ 240,622	$ 240,622	$ 245,622	$ 240,622
$ 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
$ 5,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To accept the revenue and expenditure of the High Visibility Enforcement grant. Agenda 23-609

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 10/10/23 RESOLUTION #: 2023-114

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Susan Lambert Digitally signed by Susan Lambert Date: 2023.09.25 15:30:04 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2023.10.04 16:35:56 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Patrick Dovale Digitally signed by Patrick Dovale Date: 2023.09.25 15:37:13 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.10.04 16:34:37 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 8/3/23 - IT

Legislation Details (With Text)

File #:	23-613	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	9/26/2023		**In control:**	City Council	
On agenda:	10/10/2023		**Final action:**		
Title:	Approve a Resolution Amending the FY24 Budget, BAF#24-007-A, for the 15PBJA-23-GG-03233 JAG Grant Award in the amount of $15,572 and Approve Expenditure for Printers and Cases to CDW using the Sourcewell 081419-CDW contract. (Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	081419-CDW - Price Information.pdf CDW 081419-Contract Extension.pdf CDW Contract 081419.pdf JAG Grant quote NNWF124.pdf JAG Grant Award Announcement.pdf Budget Resolution FY 2024- ADA Compliant.pdf BAF 24-007-A-PD-JAG Grant Award (10-10-2023) Agenda 23-613.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 26, 2023
Agenda Date: October 10, 2023
Prepared By: Susan L. Lambert, CAP, OM
Through: Evander Collier, IV, Chief of Police
Requested Action:
Approve a Resolution Amending the FY24 Budget, BAF#24-007-A, for the 15PBJA-23-GG-03233 JAG Grant Award in the amount of $15,572 and Approve Expenditure for Printers and Cases to CDW using the Sourcewell 081419-CDW contract.

BACKGROUND:

On June 30, 2023, the Bureau of Justice Assistance announced the FY2023 Edward Byrne Memorial Justice Assistance (JAG) Grant local solicitation. The City of Cocoa's available funding is $15,572. The Police Department brought the matter before Council on August 22, for public comment and council's consideration of expenditures for printers and printer carrying cases in police vehicles. This was approved under agenda item 23-453.

The Police Department received notification on Friday, September 22, 2023 that the application for the award was granted for $15,572 for 15PBJA-23-GG-03233 JAG Grant. At this time, we are requesting to amend the FY2024 budget to accept the award and to expend the funds using the

CDW using the Sourcewell 081419-CDW contract.

STRATEGIC PLAN CONNECTION:

Public Safety.

BUDGETARY IMPACT:

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

Amount Requested	$15,572
Account Number	001-0000-331.20-28 GR2403
Account Name	JAG Grant 2023-23-GG-03233

Amount Requested	$15,572
Account Number	001-2100-521.52-37 GR2403
Account Name	Operating Supplies (JAG23)

Source of Funds: __X__ Grant Source:_
____ Transfer Acct #:_

PREVIOUS ACTION:

Council previously approved agenda item 23-453 on August 22, 2023.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY24 Budget, BAF#24-007-A, for the 15PBJA-23-GG-03233 JAG Grant Award in the amount of $15,572 and Approve Expenditure for Printers and Cases to CDW using the Sourcewell 081419-CDW contract.

www.cdwg.com/sourcewell

Category		Brands	CDW-G Contract 081419 CDW Discounts effective 12/1/2019
A	Accessories (A)	All Brands Excluding Apple	7.50%
B	Power, Cooling & Racks (B)	All Brands Excluding Apple	3.50%
C	Desktop Computers (C)	All Brands Excluding Apple	3.75%
D	Data Storage/Drives (D)	All Brands Excluding Apple	4.50%
E	Enterprise Storage (E)	All Brands Excluding Apple	7.75%
F	Point of Sale/Data Capture (F)	All Brands Excluding Apple	5.00%
H	Servers & Server Management (H)	All Brands Excluding Apple	5.25%
L	Notebook/Mobile Devices (L)	All Brands Excluding Apple	4.25%
N	NetComm Products (N)	All Brands Excluding Apple	9.00%
O	Carts and Furniture (O)	All Brands Excluding Apple	5.25%
P	Printing & Document Scanning (P)	All Brands Excluding Apple	3.25%
Q	Services (Partner Delivered) (Q)	All Brands Excluding Apple	7.25%
S	Software (S)	All Brands Excluding Apple	5.25%
T	Collaboration Hardware (T)	All Brands Excluding Apple	10.00%
V	Video & Audio (V)	All Brands Excluding Apple	7.00%
W	Cables (W)	All Brands Excluding Apple	13.00%
Q/WA	Warranties-Product Protection (WA)	All Brands Excluding Apple	7.50%
T/PB	Video Hardware (PB)	All Brands Excluding Apple	3.00%
V/IW	Interactive Whiteboards (IW)	All Brands Excluding Apple	0.00%
V/VT	Interactive Flat Panel Display (VT)	All Brands Excluding Apple	9.00%
L/NB/CBK	Chromebooks (CBK)	All Brands Excluding Apple	3.00%
S/NU/GCH	Google Chrome Management SaaS (GCH)	All Brands Excluding Apple	0.00%
All	All Categories	Apple	0.50%
	Amazon Web Services (AWS)	Amazon	0.00%
All Other	All Other Categories	All Brands	0.00%

2020-2021 CDW-G Professional Services Hourly Rates

Sourcewell Contract 081419-CDW

This Rate Sheet is intended to provide a baseline for pricing CDW Professional Services.

Role/Description	Hourly Rate (Maximum)
Associate Consulting Engineer	$175
Consulting Engineer	$215
Senior Consulting Engineer	$225
Technical Lead/Principal Consulting Engineer	$255
Enterprise Consulting Architect	$255
Business Consulting Analyst	$245
Project Administrator	$165
Project Manager	$210
Senior Project Manager	$215
Enterprise Project Manager, PMO Lead	$230
Program Manager	$230
Technical Architect	$350

Effective August 7, 2020

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CONTRACT EXTENSION

Contract Number: #081419-CDW

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CDW Government LLC (Vendor), 230 N. Milwaukee Ave., Vernon Hills, IL 60061 have entered into Contract #081419-CDW for the procurement of Technology Catalog Solutions. The Contract has an expiration date of October 30, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of October 30, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell	CDW Government LLC
By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	By: DocuSigned by: David Hutchins 9CF4A8C1BBA446C...
Jeremy Schwartz	David Hutchins
Title: Chief Procurement Officer	Title: Vice President, Strategic Programs
Date: 11/15/2022 | 3:27 PM CST	Date: 11/16/2022 | 2:44 PM CST

DocuSign Envelope ID: FA12C758-3EF4-45F3-B0DF-724674D71270

Sourcewell

Solicitation Number: RFP#081419

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **CDW Government LLC**, 230 N. Milwaukee Ave., Vernon Hills, IL 60061(Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective December 1, 2019, or upon the date of last signature, whichever is later.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

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Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY.
1. *Product Warranty*: Sourcewell and its Members understand that Vendor is not the manufacturer of the Products purchased by Sourcewell or its Members hereunder and that the only warranties offered are those of the manufacturer not Vendor or its Affiliates. In purchasing the Products Sourcewell and its Members rely on the manufacturer's specifications only and not on any statements or images that may be provided by Vendor or its Affiliates. VENDOR HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WARRANTY OF NON-INFRINGEMENT OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.
2. *Services Warranty*: Vendor warrants that the Services will be performed in a good and workmanlike manner. Members' sole and exclusive remedy with respect to this warranty will be at the sole option of Vendor to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty or (b) refund amounts paid by the Member related to the portion of the Services not in substantial compliance; provided in each case Member notifies Vendor in writing within thirty (30) business days after performance of the applicable Services. This warranty is voided if the Services are altered by anyone other than Vendor or any of its affiliates or its or their personnel.
3. *Cloud Warranty*: Sourcewell and its Members acknowledge that Vendor is not the provider of the Cloud Services purchased hereunder and the only warranties offered are those of the Cloud Service Provider not Vendor. In purchasing the Cloud Services Sourcewell and its Members rely only on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Services Terms and Conditions (defined below). Sourcewell and its Members further acknowledge and agree that Vendor makes no representations warranties or assurances that the Cloud Services are designed for or suitable for use in any high risk environment including but not limited to aircraft or automobile safety devices or navigation life support systems or medical devices nuclear facilities or weapon systems. Sourcewell and its Members further agree to review and comply with the Cloud Service Provider's disclaimers and restrictions if any regarding the use of the Cloud Services in high risk environments. VENDOR DOES NOT WARRANT THAT THE CLOUD SERVICES WILL BE TIMELY UNINTERRUPTED OR ERROR FREE OR THAT THE CLOUD SERVICES WILL MEET SOURCEWELL OR MEMBER'S REQUIREMENTS. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS

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WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE TERMS OF THIS PARAGRAPH DO NOT AFFECT THE TERMS OF ANY WARRANTIES FROM THE CLOUD SERVICES PROVIDER. SOURCEWELL AND ITS MEMBERS ACKNOWLEDGE THAT NO REPRESENTATIVE OF VENDOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THIS AGREEMENT.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members in accordance with Vendor's Return Policy, which is available from the Vendor upon request. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this

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Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional commercial terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;

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- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

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C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify save and hold Sourcewell and its Members including their agents and employees harmless from any third party claims or causes of action including reasonable attorneys' fees arising out of the performance of this Contract by the Vendor or its agents or employees which results in injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Services under this Contract to the extent the Service has been used according to its specifications.

Vendor shall pass through all indemnity protections provided by the Equipment and/or Product manufacturer to the extent intended for the end user of such Equipment and/or Products. UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN WILL EITHER PARTY ITS AFFILIATES OR ITS OR THEIR SUPPLIERS SUBCONTRACTORS OR AGENTS BE LIABLE FOR ANY INCIDENTAL INDIRECT SPECIAL PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS BUSINESS REVENUES OR SAVINGS AND LOSS DAMAGE OR CORRUPTION OF DATA OR SOFTWARE EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE.

12. AUDITS

No more than one (1) time per twelve (12) month period during the term of this Contract, upon thirty (30) days advance written notice, Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract to verify the amounts paid hereunder. Such rights shall extend for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

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13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to pass through to Sourcewell or its Members any indemnity intended for the end user of the Products on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

Member's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis, and other information whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Contract, that are embodied in such work or materials) will be upon payment in full a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Member's internal use. Member obtains no ownership or other property rights thereto. Member agrees that Vendor may incorporate intellectual property created by third parties into the Work Product and that Member's right to use such Work Product may be subject to the rights of and limited by agreements with such third parties.

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all third party suits, claims, judgments, and costs, instituted or recovered against Sourcewell or Members by any person on account of the use of any Services or Work Product by Sourcewell or its Members supplied by Vendor in violation of applicable U.S. patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices

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prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities

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under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

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Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

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B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates will be emailed to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies ofcertificates of insurance, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to include Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

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"Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor

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certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

25. THIRD PARTY CLOUD SERVICES

"Personal Data" means data which relate to a living individual who can be identified (a) from that data or (b) from that data and other information which is in the possession of or is likely to come into the possession of the controller and includes any expression of opinion about the individual and any indication of the intentions of the controller or any other person in respect of the individual.

Cloud Services. It is acknowledged that Sourcewell and its Members are receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions, or such other terms as agreed upon by Sourcewell and its

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Members and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Sourcewell and its Members and shall look solely to the Cloud Service Provider for any loss claims or damages arising from or related to the provision of such Cloud Services.

Sourcewell and its Members shall be solely responsible for daily back-up and other protection of its data and software against loss damage or corruption. Sourcewell and its Members shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost damaged or corrupted during the performance of Cloud Services. VENDOR AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS, AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE AND SOURCEWELL AND ITS MEMBERS ASSUME ALL RISK OF LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz _____
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 11/9/2019 | 5:53 AM CST

CDW Government LLC

DocuSigned by:
By: Robert F. Kirby _____
7BE3F6B21781400...
Robert F. Kirby
Title: President
Date: 11/21/2019 | 3:07 PM CST

Approved:

DocuSigned by:
By: Chad Coauette _____
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/8/2019 | 3:33 PM CST

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RFP#081419 - Technology Catalog Solutions

Vendor Details

Company Name:	CDW Government LLC
Address:	230 N. Milwaukee Ave Vernon Hills, IL 60061
Contact:	John Moss
Email:	johnmos@cdw.com
Phone:	312-547-2453
HST#:	36-4230110

Submission Details

Created On:	Thursday June 27, 2019 08:11:44
Submitted On:	Tuesday August 13, 2019 13:11:20
Submitted By:	John Moss
Email:	johnmos@cdw.com
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Submitter's IP Address:	165.225.57.75

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Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	CDW Government LLC
2	Proposer Address:	230 N. Milwaukee Ave. Vernon Hills, IL 60061
3	Proposer website address:	www.cdwg.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Name: Robert F. Kirby Title: President, CDW Government LLC Address: 75 Tri-State International Lincolnshire, IL 60069 Email Address: bobkir@cdwg.com Phone: 847.968.9898
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: John Moss Title: Proposal Specialist Address: 120 S. Riverside Plaza Chicago, IL 60625 Email Address: johnmos@cdwg.com Phone: 312.547.2453
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Mark Ellis Title: Manager, Program Management Address: 74 Reading Ave, Hillsdale, MI 49242 Email Address: markeli@cdwg.com Phone: 732.982.0390

Company Information and Financial Strength

Line Item	Question	Response *

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	An influential Walker survey once predicted that by 2020 customer experience will overtake price as the key differentiator for organizations. At CDW, we've always felt that to be true. From our earliest days as a classified ad for a 512K memory personal computer in the back of the newspaper in search of a customer (yes, we date all the way back to 1984, when classified ads in the newspaper were a thing) to the supplier today of integrated IT solutions for our 250,000 customers, the U.S. Census Bureau to Bemidji Area Schools. Everything we do revolves around meeting the needs of our customers. It's tied into our core values, our business philosophy, our industry longevity, our culture, everything. It's always been that way and it will always be that way. From our front-line sales to backbone support, what brings us together as a company of 9,400 coworkers is our focus on our customers and the CDW Experience they receive no matter their size or location. For any who aren't familiar with us, what's the CDW Experience? No, it's not a musical act featuring mop top haircuts and matching suits, though you might say it involves a kind of harmony. - It's first listening to our customers to find out what they need, what they want, and what they wish could be, rather than merely overwhelming them with our technology catalog of 100,000 products. - It's removing barriers to efficient procurement so that our customers can select technology solutions online or by phone at a price they can afford. - It's being a true trusted advisor to our customers, making them aware not only of available technology but of technology roadmaps so they can make the most informed purchases, or non-purchases as the case may be, to maximize investment at every critical decision point in the IT lifecycle. - It's offering our customers stability and security through rigorous quality control standards, such as our five ISO certifications, in procuring and delivering their IT investments to ensure their investment arrives on time, is what they ordered, and works. - It's installing and managing our customers' solution with certified technical and solution experts, either using in-house professionals with more than 6,700 technical certifications or a Trusted Partner Network of more than 1,200 partners of various size, demographic and geography. - It's responding to our customers' requests for support and management after we've already made the sale, ensuring their purchases work for them and meet all applicable standards, verifiable through custom reporting. - It's meeting our customers' demands for diversity, equality, and environmental responsibility in the supply chain by partnering with small, local, and diverse businesses, contributing to overall diverse spend in 2018 exceeding $2B. From our founding to now, we've been offering the latest technology and technology solutions, keeping pace with trends every step of the way so that our customers don't have to. In the 80s it was PCs, VCRs, painter pants, and Miami Vice, and today it's integrated IT solutions, cloud technology, eSports, and avocado toast. But none of this would be possible without our incredible coworkers. The way we make it great for our customers is by making it great for our coworkers. Meaning, the reason we can commit ourselves so thoroughly to our customers is because of the culture we've built at CDW that sustains us, and the relationships we form that constantly uplift us, motivating us to try harder in delivering the CDW Experience. We empower our coworkers to be everyday bold in their careers through many programs and initiatives. Here's a select group: Commitment to Diversity CDW understands the importance of recruiting and retaining a diverse internal workforce. It starts at the top. On January 1, 2019, Christine Leahy, formerly CDW's Chief Revenue Officer and with the company since 2002, succeeded Thomas Richards as CEO, making her one of the fewer than 10% of all female Fortune 500 CEOs. We enable all of our coworkers to make solid, dependable connections in the workplace, with our customers, our supplier partners, and in the communities we serve. We encourage coworkers to take an active role in their own personal and professional development through our many mentoring, technical, and professional development groups, including African Heritage Network, Hispanic Organization for Leadership and Achievement, Women's Opportunity Network, Alliance for Business Leading Equality, and Military & Allies Resource Council networks. Community Involvement As a Fortune 500 company with resources on a global scale, and a widespread presence at the local-level, we recognize our responsibility as citizens of our local communities and the world. CDW provides coworkers volunteer opportunities, including paid volunteer time off, and organizes many charitable events, including our annual Fun Drive each July. Last year CDW and our coworkers raised nearly $700,000 for Children's Miracle Network (CMN) Hospitals, helping children in our communities throughout the United States and Canada, and bringing our 30-year total to more than $8.3 million. Beyond our ongoing charitable work, when extraordinary catastrophes have occurred, CDW and our coworkers have been there to support the recovery. We have given our time and support to support those in need, including during the Indian Ocean Earthquake and Tsunami, Hurricane Katrina, the Haiti Earthquake, the Japan Earthquake and Tsunami, and Hurricane Sandy. Environmental Environmental Responsibility is a big part of our culture. Though CDW does not manufacture products, we continually work to be mindful of our carbon footprint by developing internal efficiencies and policies for waste reduction, and complying with ISO 14001 standards, all of

8	Provide a detailed description of the products and services that you are offering in your proposal.	Sourcewell's 50,000 members are made up of public sector agencies and not-for-profits with diverse needs and compliance requirements: classroom technology, public safety equipment, implementation services for secure infrastructure that stores public data, HIPAA, FERPA. CDW Government LLC (CDW•G) offers 100,000 products and has more than 1,000 services coworkers, with a deep bench of preferred partners available to meet Sourcewell members' (Members) diverse needs. As the market for IT continues to mature, our experience is that more and more customers are seeking integrated technology solutions. CDW•G delivers these solutions—with advice, support, ideas, technology and the experience of thousands of experts. So whether it's a quick pick off the shelf, or something a little more involved, our full solution capabilities range from discrete hardware and software products and services to complex technology implementations:: • Hardware. Cables, collaboration and IP telephony, computers (including notebooks, tablets, thin clients), data storage, monitors and projectors, networking products, power, cooling and racks, printers, scanners, and print supplies. • Software. Backup/archive/storage, business, database and business intelligence, desktop/web publishing, management, operating systems, security, and virtualization. • Solutions. Business intelligence, cloud solutions, data center, digital signage, document management, managed print services, mobility, networking, point of sale, security, 3D printing, total software management, unified communications. • Services: o IT Consulting Services: Our consultants have years of experience in IT direction, process improvement, governance and technology for cloud, IT operations and business continuity as well as mergers and acquisitions. o Security Services: We prioritize security in everything we do, but we also specialize in security assessments and overhauls to safeguard one of your most precious assets — your data. o Networking Services: Our professional services team will assess the impact on your network bandwidth and recommend upgrades as needed o Cloud Services: Our IT consulting team can assess your needs and help you select the right SaaS or IaaS apps and cloud solutions for your business. o Data Center Services: Our engineers help you cut costs by replacing high-maintenance hardware with converged infrastructure and virtualized network and storage resources, on- premises or in the cloud. o Digital Workspace Services: Our team will help you optimize your network for mobile workspaces and collaboration while prioritizing efficiency and security. With over 1,000 original equipment manufacturers (OEMs), Members have the choice of the usual heavyweights such as HPI, Lenovo, Cisco, Microsoft, Acer, Dell EMC, HPE. We also offer hundreds of other vendors making very cool products and providing very specific services that may be the precise technology for a Member in, say, public safety, such as Getac's rugged laptops, or Havis' mounting solutions. But at CDW•G we know just offering solutions, services, and products doesn't answer the mail. A critical factor for Members in their procurement goals is the delivery and implementation of the solutions, services, and products to ensure their needs are met. As our company has amassed this impressive portfolio of solutions, products, and services, our leadership foresaw the potential hazards of onboarding newer to market OEMs for our customers and built uncompromising oversight into our process as a result. Sourcewell members benefit from the following steps CDW•G built into our procurement process to ensure risk management on the solutions, products, and services we deliver: - Requesting our OEM partners put in place supply chain risk management plans to control components sourcing and ensure that no gray market or counterfeit materials are incorporated into their products. - Vetting to ensure that only OEMs that produce genuine, quality equipment are added to CDW•G's manufacturer portfolio. - Acquiring equipment only from manufacturer-authorized sources. - Selling only equipment that we are authorized to sell. - Maintaining redundancy in our manufacturer portfolio, such that if one manufacturer is having trouble with counterfeit parts being introduced to its supply chain, the customer has the option of purchasing an alternative manufacturer from CDW•G. - Purchasing additional stock, when commercially reasonable, to provide customers access to replacement products should a recall be issued for products they have purchased. - Conducting quarterly business reviews with our major OEM partners where any counterfeit/gray market issues are addressed.

9	What are your company's expectations in the event of an award?	Whether it's the internal expectations we set for ourselves, or external expectations financial analysts place on us every three months when it comes time to publicly report our financials, CDW•G has a history of exceeding expectations. We are successful in exceeding expectations in part due to discipline and a forward-thinking approach. We think carefully about what the future will look like and use internal metrics to make sure we are tracking our forecasts (Please see Question 65 for sample metrics). This process makes us confident going on the record with our projections, knowing we will be held to these standards and expected to deliver. A highlight of the Sourcewell and CDW•G relationship over the years has been the alignment of expectations and the roadmap to meeting and often exceeding those. Before we dive in to our expectations upon award of this contract, we'd like to revisit our financial expectations set forth in the last Technology Solutions proposal and how we performed against those: Expected peak growth for 2018 as described in CDW•G 2014 Sourcewell/NJPA Technology Solutions proposal: $350,000,000 Actual growth for 2018: $550,000,000 For the next five years of this contract, we project the fo revenue targets under a sole source award: 2020: $594,930,000 2021: $624,680,000 2022: $655,910,000 2023: $688,710,000 2024: $723,140,000 Here are five big ideas on how CDW•G and Sourcewell will get there together: 1) We expect Canadian performance on this contract will be a key differentiator. We have more than 400 coworkers in Canada to support Sourcewell members across the country. Our recent acquisition of Scalar Decisions Inc., a leading IT solutions provider in Canada, enhances the value that we can deliver to customers. Scalar's expertise is in professional and managed services, infrastructure, and security. 2) We expect to further diverse partnerships to continue ongoing focus on all communities Sourcewell serves. We do this in a number of ways. Externally, such as in 2018 when we were invited to join the New York City Mayor's Corporate Alliance Program, which provides diverse businesses direct access to select partner corporations. And internally, with diverse supplier trainings for our sales force that enable better understanding of customers' diversity goals and initiatives, and CDW•G's diverse spend solutions. 3) We expect collaboration on marketing to drive increased contract usage and growth. We will generate a spotlight media piece detailing the exclusivity of the CDW•G & Sourcewell agreement that can be shared through various channels, participate in cobranding marketing opportunities, continue sales enablement and training activities, and generate awareness of the agreement through key events and collateral primarily distributed electronically but also with printed releases. 4) We expect to continue our effective partnerships with the Sourcewell organization and other valued Sourcewell vendors. As one of the longest-tenured Sourcewell vendors and one of the largest in terms of sales volume, CDW•G brings tremendous resources to the relationship. We have actively participated in support of Sourcewell leadership and its annual vendor conference for fifteen years. Mark Ellis, from CDW•G's Program Management team, has been an active participant on Sourcewell's Vendor Advisory Board, collaborating on past initiatives, such as collecting data from the vendor community on ideas for improved collaboration with Sourcewell, and in Sourcewell's recent transition from NJPA, connecting Sourcewell to CDW•G marketing leaders and executives to review and solicit feedback. 5) We expect regular strategy meetings with Sourcewell to achieve the following goals: a. Align Sourcewell goals with CDW•G business development and sales leadership to create targeted lists of customers based on membership status, which we're already serving but with less activity than expected, and which we're not serving but should be. For example, CDW•G and Sourcewell's joint success in leveraging our strong public safety offerings to establish a relationship with the National Sherriff's Association is a blueprint for the future. b. Contribute research on key legislation that impacts cooperative purchasing. For example, we know recently Utah and Illinois passed legislation that should benefit cooperative purchasing initiatives in those states.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sourcewell can be confident of CDW•G's financial stability. We are a subsidiary of CDW, LLC, which is a subsidiary of CDW Corporation, a publicly-owned Fortune 500 company. As a government agency, Sourcewell is familiar with the trust established through transparency. Four times a year our CEO, Christine Leahy, and CFO make public the results of our recent financial performance and the overall health of our company. We are very proud of our financial record. Selected current financial data: • Current CDW corporate credit ratings are all stable: o Moody's: Ba2 o Standard and Poor's: BB+ o Moody's Outlook: Positive o S&P Outlook: Stable o Our cash plus revolver availability (open agreements to borrow) is at $1.2B as of June 30, 2019, demonstrating strong financial credit. • Over the past decade our net sales have almost doubled U.S. IT spending as measured by Compound Annual Growth Rate ("CAGR") • CDW has been steadily increasing revenue for each year since we went public in 2013, reaching our highest-ever net sales at $16.2B We have also uploaded CDW's past three annual reports to provide Sourcewell with a thorough accounting of CDW's financial health. Our complete financial portfolio is available at https://investor.cdw.com/

11	What is your US market share for the solutions that you are proposing?	We estimate that our total Net sales of approximately $17 billion (on a trailing twelve-month basis) represents approximately 5% of our addressable market, which is estimated at ~$325 billion.
12	What is your Canadian market share, if any?	We do not break out Canada separately; we have reported $1.98B sales in Canada and U.K. in 2018.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of submission, CDW•G has never filed a petition for bankruptcy protection.
14	How is your organization best described: is it a ma your written authorization to act as a distributor/dea your sales and service force and with your dealer	a) CDW•G can best be described as a reseller. As part of our Additional Documents zip file upload, we have included written authorization to act as a reseller for the wholesale distributor Tech Data in both the U.S. and Canada. We feel partnering with a reseller like CDW•G over a manufacturer for your contract provides greater benefits to Sourcewell members. Sourcewell is looking for a vendor that can support a catalog that offers both depth and breadth to members. Manufacturers often default to promoting their own products, rather than the solution that best meets the Member's need. In fact, this can be true for a number of competing resellers as well. Some resellers can generate a substantial portion of their sales from one manufacturer partner, in some cases as much as 50%. This can also be a risky business model. CDW•G is uniquely unbiased. Proof is in our sales; our 2018 company revenue mix did not include a single OEM making up more than 10% of our total. One of the benefits of our vetted portfolio of 1,000 leading brands is that it insulates us, and our customers, from the events of any one company. OEMs and resellers relying heavily on one manufacturer partner can mean a cloudy future for contract success when a business-altering event takes place. Please visit our easy-to-search website for a list of the OEMs CDW•G is authorized to resell: www.cdwg.com/brands And please visit CDW Canada's website for a list of 1,000 authorized OEMs: www.cdw.ca/brands Another advantage of our reseller status is we have a captive sales audience, which means we can educate our internal sales force on contracts such as Sourcewell, how to sell on Sourcewell, and how to align sales messaging with the contract's needs. This process leads to contract adoption by CDW•G account managers and that has led to contract adoption by their customers. Together, we have increased new Member usage over the past five years by more than 20%. For our U.S. operations, in 2018 we purchased approximately 50% of the products we sold as discrete products or as components of a solution directly from our vendor partners and the remaining 50% from wholesale distributors. Additionally, we are authorized and do buy direct when economically advantageous. As one of the largest direct market resellers, CDW•G has established great working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry's top manufacturers-and their best prices and rebates. Most manufacturers send us daily Electronic Data Interchange (EDI) downloads with pricing and product availability information. Also, we receive timely notification regarding product changes and lifecycles. In a recent calendar quarter documented by one of our comprehensive Sourcewell sales reports submitted under the current contract, products and services sourced from 663 manufacturers were purchased by the Membership via the contract. These represent the entire range of the technology market from wires, cables and connected classroom furniture to advanced networking/data center solutions. Effective purchasing and inventory management are key elements of our business strategy that result in safe and secure IT hardware and software for our customers. Our management information systems, purchasing systems, radio frequency-based cycle counting system, and use of vendor stock balancing allow us to minimize our investment in inventory and to reduce inventory discrepancies and the risk of obsolescence. We conduct quarterly business reviews with our top suppliers and distribution partners to communicate any outstanding issues. We have developed supplier scorecards for our suppliers to drive service expectations and accountability, which directly relates to the customer buying experience. These scorecards have greatly improved service levels and are driving process improvement initiatives throughout the supply chain with many partners. CDW•G has a replenishment program with specific criteria for each manufacturer that takes lead-time into consideration when placing orders as well as monitors return rates to look for quality issues. CDW•G purchases products in volume when practical and stores the oversupply in our overstock locations. In this way, we can pass along volume discount savings to our customers, and the products are available for immediate shipment. We also offer staging options in which we can warehouse specific items, release them on a rollout schedule, and guarantee stocking position. b) Although CDW•G is best described as a reseller, we are also recognized as a service provider. CDW•G's sales force, including both inside and field-based personnel in customer-facing sales roles, are employed directly by our company. We do not use dealers, partners, or subcontractors in this role. Our business model offers Sourcewell members the advantage of leading manufacturers paired with strategic, integrated, comprehensive services. We know that accelerating changes in technology mean that customers require more than just a product to satisfy many of their IT needs. Most customers expect a security component built in to their purchase, which often means implementation, monitoring, and more. CDW•G has transformed from primarily a technology products reseller to include services as part of our integrated technology solutions catalog to keep pace with our customers' needs. We have built a services practice that supports more than 35,000 customers in 140 countries. Please visit our website for a video on how CDW•G services deliver innovation.

		www.cdw.com/services One example of how Sourcewell members benefit from our innovative services is in K-12. CDW•G provides broad and diverse services such as large volume Chromebook rollouts with White Glove Services, networking implementation under the e-Rate program, onsite deployment of whiteboards/video solutions, physical security upgrades, and Blueprint to Design™, a value-added design service that includes classrooms, media centers, cafetoriums, and STEM/STEAM labs. We can deliver all of the services requested in this RFP by means of our internal coworkers, which includes engineers with precise technical expertise, as well as through a network of trusted service providers with whom we have long-term, ongoing relationships. Many of the services we offer are scoped on a custom basis to meet the customer's specific needs. The ability to use our own coworkers as well as our network of service providers gives us flexibility and deep resources to meet changing workload demands. To make sure we are meeting our customers' needs, we have built a deep services practice that goes above and beyond OEM requirements. For example, Cisco's minimum requirement to be a Gold-Certified Partner is to have 4 Cisco Certified Internetwork Experts (CCIEs) on staff. While other vendors may be able to meet Cisco's minimum threshold to gain the designation, CDW•G takes it further to ensure we are meeting our customers' requirements by staffing our services team with 63 CCIEs.	
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We recognize that Sourcewell members are made up of government, education, tribal nations, and non-profit members. In our years of experience working with Members we've found they themselves don't require many licenses or certifications from IT vendor partners. Separate from this, there are unique state business licenses and tax certificates found at the state, county, and local level. CDW•G holds the applicable licenses and certifications to do business in every state on this contract. When it happens a local agency we haven't worked with before requires a license or certification we may not hold, our account managers work with our Finance or Program Sales team (depending on the requirement) to apply for the license. If the requirement is one we do not qualify for, like a small business certification, we work with our vendor partners to meet the customer's need. We also follow all applicable laws, such as prevailing wage legislation. For the licenses and certifications that are held by CDW•G, these reflect a commitment to stability and security through rigorous quality control standards. Our business succeeds in part due to an understanding with our partners that we can safely procure and implement their IT investments, and protect their critical information. Select quality control and technical certifications held by CDW•G are as follows: International Organization for Standardization (ISO). ISO certified since 2001, CDW•G has a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: - ISO 9001 – Quality Management System: Sales, configuration and support of computer and related technology within both of CDW•G's Configuration Centers. - ISO 28000 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the US. - ISO 27001 – Information Security Management System: Provision of product sales to CDW•G customers, including all backbone functions and support of computer and related technology. - ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). - ISO 14001 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias and the lessee area. HIPAA - Health Insurance Portability and Accountability Act: CDW•G complies with all applicable HIPAA regulations, including those related to auditing. SSAE16 Service Organization Controls (SOC) 1 Type 2 – CDW•G Managed Services has had clean, annual PCI and SAS70 Type II (and now Statement on Standards for Attestation Engagements No. 16 (SSAE16)) audits since 2004. PCI Level 1 Compliance – CDW•G Managed Services is audited annually for Level 1 Payment Card Industry (PCI) compliance which attests to the fact that our Managed Services operations and services meet requirements to comply with the standards of the PCI Security Standards Council. Additionally, CDW•G's certifications and knowledge-depth extend to the individual level. Our coworkers hold many technical certifications to support the diverse technology solutions in our catalog. Please find these in Question 69.	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	As of the date of this submittal, and for the prior ten years, CDW•G certifies that to the best of its knowledge and belief, CDW•G has not been listed by any federal or state authority as debarred or suspended, where such debarment or suspension would have a material and adverse ability on our ability to perform hereunder.	*

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17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Accessories Power, Cooling & Racks Desktop Computers Data Storage/Drives Enterprise Storage Point of Sale/Data Capture Servers & Server Management Notebook/Mobile Devices NetComm Products Carts and Furniture Printing & Document Scanning Services (Partner Delivered) Software Collaboration Hardware Video & Audio Cables Warranties-Product Protection Video Hardware Interactive Whiteboards Interactive Flat Panel Display Chromebooks Google Chrome Management SaaS	*

Industry Recognition & Marketplace Success

Line Item	Question	Response *	

18	Describe any relevant industry awards or recognition that your company has received in the past five years	Sourcewell is committed to building valued relationship and delivering innovative solutions with integrity, exceeding the expectations of its members. Offering its members the opportunity to purchase the best IT at a competitive discount is an important part of Sourcewell's commitment, but so is the character and quality of the vendor that Sourcewell provides as a business partner. Over our decades of doing business, our company has been recognized as creating the sort of environment that empowers its coworkers to be successful. We make it great for our customers by making it great for our coworkers. Here we highlight five recent workplace awards and recognitions that speak to our company and culture. One of the Best Places to Work in IT 2019 Computerworld This year, which marks the 19th time our company has won the Computerworld for Women in 2019 Fairygodboss Fairygodboss named us one of the Best Companies for Women in 2019 for our commitment to gender diversity and both recruiting and retaining female talent. Fairygodboss is the largest career community for women. Best for Vets Employer 2019 Military Times Military Times named our company one of its Best for Vets Employers in 2019, placing us among the top employers for veterans based on culture, recruiting, policies, and resources related to veterans, service members, and military families. Perfect Score in Corporate Equality Index 2019 Human Rights Campaign We were recognized with a perfect score of 100 percent on the Human Rights Campaign's 2019 Corporate Equality Index (CEI) and the distinction as a Best Place to Work for LGBTQ Equality. Top 100 Solution Providers Computer Dealer News (CDN) Every year CDN compiles a list of the Top 100 IT Solution Providers in Canada based on company revenue. CDW Canada ranked No. 2 in 2019 (based on 2018 revenue). Above are select awards from 2019. Over the past few years we have received many awards and recognition, and those include the following list: - 100 Best Places to Work in Chicago - Best Places to Work in Connecticut - Top Companies to Work for in Arizona - Tampa Bay Business Journal Best Places to Work - Dallas Business Journal Best Places to Work - Forbes' America's Best Employers - Military Friendly Employer Award - Business Equality Network LGBTQ Business Equality Excellence Award - Workforce 100 and Human Capital Media Research recognized CDW as one of the 2018 Workforce 100 - Canada's Channel Daily News named CDW Canada the No. 2 Solution Provider of the Year, and Scalar, a CDW Company, the Top Storage Provider of the Year. Workplace honors are only part of what makes our company special. We also commit to excellence in the eyes of our OEM partners in order to further our partnerships in delivering best-value solutions to our customers. A sample of our partner recognition over recent years is as follows: - Aruba Top Channel Partner Award - Citrix U.S. Public Sector Partner of the Year - Cisco Collaboration Partner of the Year - Dell President's Circle Award - HP Partner of the Year - HPE North America Network Service Provider (NSP) Partner of the Year Award - HPI largest partner in Direct Reseller Channel - IBM North America Top Strategic Business Partner Leadership Award - Intel North America Public Sector Partner of the Year - Lenovo's largest Global Direct Response Channel Partner - Microsoft Partner of the Year - Nutanix Global Partner of the Year - Sophos National Partner of the Year - VMware Partner Innovation Award
19	What percentage of your sales are to the governmental sector in the past three years	2018: 34% 2017: 28% 2016: 34%
20	What percentage of your sales are to the education sector in the past three years	2018: 38% 2017: 36% 2016: 36%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds numerous state or cooperative purchasing contracts, including AEPA, TIPS, PEPPM, E&I. Unlike Sourcewell, however, most of our cooperatives that we work with are not public agencies, a decided disadvantage to transparency. While we cannot provide the sales volumes, Sourcewell can find a full list of our publicly available agreements at www.cdwg.com/contracts.

22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds the GSA Schedule Contract: 47QTCA18D004K, open to all federal and civilian agencies, state and local agencies, and public schools. Annual sales volume for the past three full years: 2018: $142,600,688 2017: $133,866,901 2016: $142,939,903

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
Elk Grove Unified School District	Todd Barber	916.686.7710 ext.68051
City of Chattanooga	Matthew McDarmont	423.643.6339
University of Colorado	Duane Tucker	303.764.3453
Queen's University, Kingston, Ontario	Andy Green	613.533.6000 ext. 32175
City of Swift Current, Saskatchewan	Dwayne Levoie	306.778.2708

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Georgia Institute of Technology	Education	Georgia - GA	1. Software 2. Netcom Products 3. Notebooks/Mobile Devices	19,107 orders ranging in size from large to small invoiced at various dates throughout contract year	$23,575,763
Florida International University	Education	Florida - FL	1. NetComm Products 2. Desktop Computers 3. Software	5,701 orders ranging in size from large to small invoiced at various dates throughout contract year	$18,026,658
University of Washington	Education	Washington - WA	1. Software 2. Services (partner delivered) 3. NetComm Product	2,936 orders ranging in size from large to small invoiced at various dates throughout contract year	$17,731,256
Clarksville- Montgo County Schools	Education	Tennessee - TN	1. Notebook/Mobile Devices 2. NetComm Products 3. Video and Audio	331 orders ranging in size from large to small invoiced at various dates throughout contract year	$17,569,029
Valverde Unified School District	Education	California - CA	1. Notebooks/Mobile Devices 2. Desktop Computers 3. Software	1,992 orders ranging in size from large to small invoiced at various dates throughout contract year	$13,029,947

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable.Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

25	Sales force.	As Sourcewell's member base continues to grow in the U.S. and Canada, its ideal partner on this contract will be able to keep up as a valued provider to your diverse membership. But beyond blanketing Members with sheer numbers, Sourcewell's ideal partner should also be aligned with the nuances of your members' industry sectors and procurement environments; able to offer specialized support to help Members meet their goals; and to fulfill this contract's full potential. As part of the CDW Experience, we organize our sales force differently from other companies in order to best serve our customers. First, we form account teams knowledgeable about the unique public sector customers they support. These account teams serve customers exclusively within their sector, which closely match up with Sourcewell's member base: K-12 Education, Higher Education, State and Local Government, Federal Government, and Healthcare. The advantage to CDW•G's model is that our account managers become experts within their sector, able to respond to the very specific needs of each. For example, our account managers in education are knowledgeable in FERPA and other privacy laws, our account managers in State and Local Government track applicable laws to the states they serve, Healthcare teams understand HIPAA. Within each sector, CDW•G's sales force is then divided into eleven geographic regions across the United States. To support this model, we have office locations all across the country. This combines our vast resources as a Fortune 500 company with a personalized presence right in the neighborhood. As a result, the CDW•G sales force is aware of and prepared to support the local landscape in a way that is unmatched by personnel at both small local companies and national companies. Our full listing of 25 U.S. sales offices is as follows, including a new location in the Nashville area, a 5,000-square-foot-office enabling us to better support Sourcewell members in Tennessee and the South: Chandler, AZ; Glendale, CA; Shelton, CT; Tampa, FL; Chicago, IL; Lincolnshire, IL; Vernon Hills, IL; Evansville, IN; Indianapolis, IN; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; Las Vegas, NV; Cherry Hill, NJ; Eatontown, NJ; Cincinnati, OH; Cleveland, OH; Nashville, TN; Dallas, TX; Reston, VA; Bellevue, WA; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau, WI. Sourcewell members receive expertise, experience, and strength in numbers with CDW•G. They will have access to the following specialized sales account managers in each sector: - Higher Education: ~200 - K-12 Education: ~350 - Healthcare: ~250 - Federal Government: ~200 - State and Local Government: ~225 Each Sourcewell member will receive an account team that maintains overall responsibility for making certain we deliver the unique CDW Experience. One part of the team is made up of the account manager, who listens to develop in-depth knowledge of Member values, technical environment, and financial objectives, to then offer ways in which CDW•G can cut costs, increase productivity, and simplify procurement. Supporting the account manager, Members also have a field account executive, who will arrange to visit Member sites for business reviews, solution and services consultation, white board sessions and other meetings, on a regular basis or as needed. And, of course, Sourcewell receives your own dedicated account manager, who ensures Sourcewell pricing is applied to Members' quotation or order, and affirms that the sale and subsequent fulfillment and invoicing is conducted in accordance with the requirements of the Sourcewell contract. In addition to our U.S. presence, we will support Sourcewell's members in Canada through our mature presence there. Since establishing Canadian headquarters in 2003, CDW Canada has grown significantly, adding coworkers across the country to better serve customers in their regions. Public Sector sales teams are organized by vertical: education, government, healthcare. With a recent strategic acquisition of Scalar Decisions, CDW Canada has coworkers located in most of the major cities across Canada including Ottawa, Calgary, Edmonton, Montreal, and Vancouver. CDW Canada's head office is in Toronto, ON, employing more than 400 coworkers and supporting customers and partners across the country. The number of specialized sales support Sourcewell members in Canada will have access to in each sector: - Education: ~20 - Government: ~20 - Healthcare: ~15 All of CDW•G and CDW Canada's salesforce are direct employees. Where our sales and services overlap, Sourcewell members will benefit from yet another unique advantage of CDW•G's business model. We provide access to incomparable value-added resources and technical expertise while simplifying the process through a single, dedicated point of contact. Sourcewell members' CDW•G account managers function as the quarterback here to engage our value-added resources, which include sector-specific support specialists, such as our Public Safety team (law enforcement, fire rescue, emergency medical services, and emergency management organizations) and Education Strategists and Learning Environment Advisors. Also, highly trained presales specialists who are experts in particular areas of technology, and for specific partner solutions, including more than 100 systems engineers who assist with evaluating products based on unique operational requirements and budgetary constraints. *
26	Dealer network or other distribution methods.	CDW•G doesn't use dealers. We resell directly. *

27	Service force.	As Sourcewell's member base continues to grow in the U.S. and Canada, its ideal partner on this contract will offer thorough, localized service coverage to meet the high standards of responsiveness that members have to come to expect on the current contract. Supporting CDW•G's sales force in providing value to Sourcewell members is an extensive service force, made up of in-house service professionals and a Trusted Partner Network that span coast to coast. Technology procurement goals have evolved since Sourcewell and CDW•G both came into existence decades ago, moving from box pushing to complex solutions made up of different specializations. To make sure we are close-by, responsive, and able to understand our customers' evolving needs, CDW•G has built a local services presence across 32 cities in the U.S.. Our full listing of U.S. services locations is as follows: Phoenix, AZ; Los Angeles, CA; San Diego, CA; San Francisco, CA; Denver, CO; Miami, FL; Tampa, FL; Atlanta, GA; Chicago, IL; Evansville, IN; Indianapolis, IN; Boston, MA; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; St. Louis, MO; Raleigh, NC; Las Vegas, NV; New York City, NY; Cincinnati, OH; Cleveland, OH; Philadelphia, PA; Pittsburgh, PA; Nashville, TN; Dallas, TX; Houston, TX; Seattle, WA; Washington D.C.; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau; WI Here's a further services coverage breakdown, by services area and resource type. - Professional Services Engineers and Project Managers (CDW•G coworkers) across 25 cities in the U.S. - Partner Services network resources across 32 cities in the U.S. - Professional Services-National Team Engineers and Project Managers (CDW•G coworkers) across the U.S. - Configuration Center Technicians (CDW•G coworkers) in Chicago and Las Vegas. - Managed Services-Network Operations Center Engineers and Project Managers in Madison, WI, Minneapolis, MN and Chicago, IL. - Aggregation Services third-party hosting centers across the U.S. CDW•G delivers service by means of our Partner Network with whom we have collaborative, ongoing relationships. Our Engineers We have over 1,000 services professionals. Instead of breaking our services professionals into sector, with the exception of the federal sector, which has its own unique clearance * requirements, our services professionals are deployed into all segments. We are always thinking about what provides the best value for our customers and the optimal solution outcome, and in services we believe expertise exists within a particular technology, not sector. For instance, when implementing a Unified Communications solution or monitoring an IBM mainframe, it matters more that the engineer knows those technologies, not whether it's for a school or a county office. And our engineers know those technologies, and a whole lot more. Our commitment to this ideal has led to nearly 6,700 coworker technical certifications. For a more detailed listing of technical certifications, please see Question 69. Trusted Partner Network CDW•G has strong alliances with approximately 1,200 services providers, which includes minority, women-owned, and other small, disadvantaged businesses, who provide consultants and engineers to complement CDW services projects. When we feel that a partner can provide the best-value on a given project, we select one based upon their ability to meet the needs of the customer, using such criteria as price, responsiveness, quality, geographic reach, available skill-set, length of project and overall customer satisfaction. We choose our service providers carefully, enabling us to focus on developing strong relationships with only the most competent providers. A majority of our partners are organizations Sourcewell members will recognize: Cisco, Microsoft, IBM, Google, Fujitsu, Oracle, Adobe, MP Integrated Solutions, Atomic Data, Twin City Hardware, and many more. By partnering with these companies, CDW•G brings our customers best-value solutions. In addition to our U.S. presence, we will support Sourcewell members across Canada. We have services coworkers in the following major cities: Calgary, AB; Edmonton, AB; Vancouver, BC; Winnipeg, MB; Toronto, ON; Ottawa, ON; and Montreal, QC. These are supported by partner network resources nationwide. A further services coverage breakdown, by services area and resource type. - Configuration Center Technicians leveraging our distribution partnerships in the following major Canadian metropolitan cities: Greater Vancouver, Calgary, Greater Toronto and Guelph, Montreal and Halifax. - Aggregation Services and partner hosting center in Toronto

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	CDW•G's goal is to minimize lapses in performance fulfillment, and there are many controls in place to ensure customer satisfaction is continually met. For example, we are proud of our historical percentage of Dead-On-Arrival units being less than .6%, against an exceptionally high output—the number of units shipped daily in recent years is at nearly 150,000. Still, we continually strive to improve the customer experience as part of the CDW Experience. If due to unforeseen circumstances there is a lapse, we have a support plan in place to listen, evaluate, correct, and understand. To simplify the customer service process, we recommend Sourcewell members bring any issues or inquiries to the attention of their account manager. Members' CDW•G account managers should be the center of their customer service and support experience. Barring unforeseen circumstances, account managers respond between 30 minutes and four business hours. They will work to resolve the incident, taking the necessary steps to ensure a best outcome. Or if the account manager is unavailable that day, a backup is assigned. Members' full account support team is available through their online account. It shows the live status of their representatives' availability. Please see Question 52 for more information related to online account capabilities. CDW•G account managers' first step is always to listen. Then they evaluate and determine the best next steps. If the account manager cannot correct the issue, they will escalate it to their sales manager. If the sales manager cannot correct the issue, they will escalate it to the director. Escalation continues until we provide a suitable solution to the performance issue. A word of note: beware of proposed incident escalation paths that go no further than issue resolution. Because Sourcewell members will likely get very familiar with these escalation paths. Vendors that correct the problem but acknowledge it no further than incident escalation/resolution will be able to offer only temporary fixes. They won't understand the causes of where they failed to meet member expectations. A follow-up step in our incident escalation process involves taking the incident resolution process one step further. Our sales teams work hand-in-hand with our Program Management team to ensure that for issues requiring significant escalation, we determine proactive measures to prevent the problem from recurring. We want to understand why it happened to make sure it doesn't happen again. This is one of the reasons we are consistently lauded for outstanding customer service. As a back-up support option, Sourcewell members can always choose to contact a customer relations representative. CDW•G has representatives available to resolve post-sales inquiries from 7:00 a.m. until 9:00 p.m. CT, Monday through Friday, or via email at customerrelationsreturns@cdw.com, with a reply back within 24 hours. As part of our focus on listening in providing customers the CDW Experience, we regularly measure customer satisfaction to find out how we can even better meet our customer needs. Because we know that what worked for our customers in 2010 may not be the best method in 2020. That's why since 2000 our Customer Feedback Program has run via our Market Research Team. The program measures customer satisfaction, thoughts about CDW•G, and problem areas. The primary methodology is a semi-annual survey which gathers information on customer-facing departments including shipping, customer relations, and the customer's sales team. Customers assess key touch points and high-level company characteristics. Customers are selected on a random basis to participate in the surveys. If a customer provides a response that is ranked poor or fair, then a specialist from our Quality Assurance team contacts the customer to determine the reason for their unsatisfactory response and offers additional action to rectify the problem. Notices including customer contact information and feedback are sent to CDW•G sales managers so they can follow up. However, the majority of end users supply favorable survey comments. As a testament to our dedication to customer service, CDW is a past winner of the Forrester Groundswell Award for B2B Listening. Below are the results from CDW's semi-annual Customer Relationship Survey in June 2019. Overall Performance Account Manager – 91% Customer Service Staff – 90% Delivery Process – 91% But of all the statistics we track, measure, and apply to our company, we feel the statistic that best measures our customer service is our industry longevity and that customers keep returning to us for their IT needs. For example, of the almost 14,000 Sourcewell members from all market segments who purchased via Sourcewell in 2017, nearly 70% purchased from CDW•G again in 2018. *
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	None. Sourcewell members in all geographic areas will be fully served by CDW•G on this contract. *
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. All Sourcewell member sectors will be fully served by CDW•G on this contract. *
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	None. We are shipping to Members in Hawaii, Alaska, and in the US Territories. In 2018, we processed 1,139 orders for Members in these states and territories. *

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Industry awareness is critical in establishing a successful cooperative contract and growing its use. In a competitive cooperative landscape, with the very same vendors aspiring to be named to Sourcewell that are already holders of multiple other cooperatives, Sourcewell's ideal partner needs to fully understand the uniqueness of Sourcewell and how to showcase it, using thoughtful resources and creativity. CDW•G and our marketing team are very familiar with the Sourcewell brand. We participated in Sourcewell's successful rebranding effort from NJPA, connecting Sourcewell to CDW•G marketing leaders and executives to review and solicit feedback. Our marketing team is also recognized industry-wide for its campaigns. We were recently named a finalist for Content Marketing Project of the Year by the Content Marketing Institute, the largest and longest-running international content marketing awards program in the world. Added to these distinctions, Sourcewell's CDW•G Program Management team, who know Sourcewell inside and out through the current contract on a day-to-day basis, collaborate with CDW•G's marketing department to create awareness campaigns to disseminate key contract information to potential end users. Taking into account our experience and familiarity from more than 15 years of successfully working together, CDW•G has a forward-looking, 10-step strategy that maximizes our wide-reach to create awareness of Sourcewell in the U.S. and Canada, driving further adoption and spurring increased growth on the next contract. 1. Member Transition. To begin, upon award CDW•G will transition Members using the current contract to the new contract. After contract launch, we can add any Member who requests being added to this contract by linking them to the contract within 5 business days of request. CDW•G's marketing plan begins with continuing to market this agreement to all eligible Sourcewell members. 2. Agreement Transition Plan. Possibly the most important step is a well-oiled transition plan from CDW•G's current agreement to the newly awarded agreement. We've already created a sample contract landing page that is ready to go live on Day 1. Please access it at www.cdwg.com/Sourcewell. We'll keep this site up to date with all the latest contract information. Products and pricing are available right now. We will also collaborate with Sourcewell marketing to create an email awareness campaign to explain how CDW•G and Sourcewell will make the transition seamless for the Sourcewell membership. For all piggyback agreements that are currently set up between CDW•G and Sourcewell, David White, Sourcewell's program manager, will work with the local sales team to build a transition plan for each agreement to ensure continuous use of the Sourcewell and CDW•G agreements. 3. Customer Facing Collateral. In an effort to drive awareness of the Sourcewell agreement through CDW•G, collateral will be distributed electronically, on the Sourcewell landing page, and printed for Sourcewell customers. Collateral will communicate the benefits of purchasing through the agreement from CDW•G as well as showcase products, services, and solutions offered to customers. As a part of this proposal, CDW•G has created customer-facing collateral that is ready for immediate distribution upon award. Our strategy is twofold. First, to ensure business continuity for our current Sourcewell customers, making sure they are promptly aware of the new contract so that we transition smoothly into the next agreement. Second, we want to increase awareness and adoption for current nonmembers in order to promote net new growth for Sourcewell. These sample documents can be viewed as part of our document uploads in this section, as well as at www.cdwg.com/Sourcewell. 4. Sales Enablement/Training. A Sourcewell member's first point of contact with CDW•G is typically their dedicated account manager. Correspondingly, it is critical that our account managers understand the scope and benefits of the Sourcewell agreement. In conjunction with the technical trainings offered to our CDW•G account teams, our Program Management team will also train our sales teams regarding the Sourcewell agreement with CDW•G. Training won't be a one-time thing— David White and the CDW•G Program Management team continuously train and provide information to educate the sales force on updates or changes to our program with Sourcewell. Having multiple touch points throughout the year helps provide additional ways for the team to gain information that directly relates to launching the program, maintaining compliance, and promoting growth of the Sourcewell agreement. The range of the CDW•G training program allows our account teams to support Sourcewell members through the entire sales cycle from project inception, purchase, solution deployment, and post-sale support. Moreover, our account teams then propagate the value of the Sourcewell agreement to non-members helping to drive increased adoption and contract growth. 5. Monthly Email. CDW•G produces and distributes a Sourcewell specific email monthly to approximately 11,000 CDW•G Sourcewell customers. Emails have been designed to highlight monthly rotating solutions topics for the Sourcewell members such as Hyper-Converged Infrastructure (HCI), Mobility and Networking, along with direct links to the CDW•G/Sourcewell landing page. Please see a sample email we recently sent out included in our marketing materials document uploads. 6. Corporate Communications. Upon award, CDW•G will generate a spotlight media piece at the CDW Newsroom site detailing the exclusivity of the CDW•G Sourcewell Agreement. These can be shared with select media publications. We also encourage both corporate and individual coworker social media channels to share releases at CDW Newsroom. Finally, it will be a part of a daily, internal newsletter that reaches CDW•G coworkers. 7. Sourcewell Branding Logo. A CDW•G and Sourcewell branding logo will be created to include on the email auto signatures of sellers with applicable customers. The logo will direct customers to the Sourcewell landing page. 8. Ability to Collaborate on Co-Marketing Efforts. CDW•G is able and willing to participate in cobranding marketing opportunities for all future proposals from Sourcewell. We are actively working to expand the Sourcewell footprint into strategic industries, opening up new channels of membership to Sourcewell. A sample document upload in this section includes the successful LE Supply Pro/National Sherriff's Association and CDW•G promotional effort. 9. Social Media. CDW's marketing team has many advanced tactics to reach Sourcewell customers in the US and Canada. Please see Question 33 for information on how our social media presence can generate and increase awareness. 10. Executive Sponsorship. Part of CDW•G's commitment to our customer base is constantly

		seeking out opportunities to strengthen our national partner relationships. We view executive alignment as a key part of a successful contract strategy. Our Program Management team conducts quarterly business reviews with CDW•G executive leadership and a significant portion of this agenda is devoted to Sourcewell, including usage statistics and growth trends. The Sourcewell contract continues to be of great interest at CDW•G's executive level because of our successful growth strategies.	
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	To advance Sourcewell's message in the crowded public cooperative landscape, Sourcewell's ideal partner will need to go beyond the slicks, glossy one-pagers, and email blasts of a traditional marketing campaign to reach future Members who don't today, and won't ever respond to information presented that way. In 2019, many go to social media for their news and information. It's been reported the U.S. and Canada have a combined 50 million Twitter users. So ask yourself what sort of technology solutions company is not making use of one of the largest technology platforms to reach customers and future customers in these countries? We've been on Twitter since 2012 and as of this submission have more than 46,000 followers. Using technology to promote and sell technology —seems smart. At least it does to our company. In fact, CDW•G leverages an employee advocacy tool that spans social media. It's called Social Squad, and it allows employees across the company to access curated social media content to share to their personal social media networks, including LinkedIn, Twitter, and Facebook. The platform has 2,248 registered members and gains more every day. In July, our employees shared 9,400 times and generated 26,700 clicks and 14,514,910 impressions. The platform also has an app available for iOS and Android. Social Squad members share content on a number of topics, including CDW news, products and deals, emerging technologies, product launches, featured partners, and more. In order for this contract to be used to the fullest extent, it needs to be embraced by both the IT teams and the procurement departments of eligible users. Other than first-hand experience, we think the best way to making a last impression on our customers' IT teams is storytelling. For this reason, we suggest a series of customer success stories, either written or potentially delivered as webinars. We envision a CIO or CTO to highlight how they worked with CDW•G and used the Sourcewell contract to solve a problem. The target audience for these webinars will be other CIOs and the engineers who work for them. We would ask Sourcewell to help develop this concept and eventually co-promote the message with the membership.	*
34	In your view, what is Sourcewell's role in p Sourcewell- awarded contract into your sale	Having grown from a small, local purchasing cooperative to its status today as a national leader in public contracts, Sourcewell understands effective messaging. Sourcewell's ideal partner on this contract will make sure Sourcewell is an active partner in spreading the word of this new contract's benefits and features. We expect that following the RFP process and a continued partnership with CDW•G, Sourcewell will announce the new contract award to its 50,000 members. We expect Sourcewell and CDW•G will collaborate on contract launch and marketing material for the Sourcewell membership. And additionally collaborate and build an announcement program to the Sourcewell team. We expect Sourcewell and CDW•G will build strategic partnerships under the agreement with an effort focusing on target customers who require a contract for purchasing. We expect Sourcewell will continue to attend influencing trade shows for the procurement community and include CDW•G in Sourcewell's awareness campaign at those shows. We expect Sourcewell will be a trusted advisor and partner in designing a contract training program for CDW•G internal and field sellers with a contract training program. Which transitions into contract integration. For our part, tenured CDW•G account managers are actively marketing the current Sourcewell contract to customers and are very familiar with its benefits, including special product categories, a unique administrative fee structure, and flexibility, such as CDW•G's augmentation of the prior contract to include Dell EMC products and AWS. Transitioning to the new contract with CDW•G will be seamless and avoid the predictable sales dip of other scenarios. Sourcewell does not have to worry about member confusion or orders held up during training and setup time. Business will continue to flourish, and training time will be used as a refresher, providing contract updates and focusing on strategies to increase adoption. Each year, as CDW•G continues to grow, we do hire a significant number of new account managers. To inform and enhance our sales force's understanding of the Sourcewell contract and its nuances, within the first 30 days post award we will conduct a 'refresh' training with all account managers and Sourcewell staff should be present to impart your passion for cooperative purchasing as well as answer questions.	*

35	Are your products or services available thro e- procurement system and how governme	Sourcewell members already procuring technology through e-procurement, and for those who might like to, benefit from a mature e-procurement practice, with a deep understanding of integrations and resources dedicated to driving customer adoption. In our experience, customers can save anywhere from $30-65 per transaction by using a reliable, secure e-Procurement system that automates their process from procurement to payment. As a company, CDW has completed more than 9,000 e-Procurement integrations. Our in-house staff of over 200 IT personnel are dedicated solely to our web, internal, and e-commerce IT systems. Sourcewell members who would like to explore an integration, benefit from our best practices and lessons learned from nearly 20 years of integration experience. We've pretty much seen it all. We'll advise on what works and what doesn't. For example, we find that the best user experience is a mix of both eProcurement and EDI (Electronic Data Interchange) for invoicing and asset management. Or that government and education customers often realize significant benefits due to decentralized procurement structures. One of our largest education customers has 6,000 authorized buyers across 350 unique departments. CDW•G's e-procurement solution has helped them simplify procurement by using one system and leveraging the Sourcewell agreement. However, experience has also taught us that each customer requirement is different. Therefore we offer a wide range of systems to support member needs, including cXML, OCI, as well as EDI. Through CDW•G integrations, members are able to leverage their preferred e-procurement system or to visit our website that is custom designed for compliance and strict adherence to the Sourcewell contract. We've created a sample landing page that can be accessed here: www.cdwg.com/Sourcewell Our mature e-procurement practice also means members won't have long to wait to begin using their system. By integrating quicker than our competitors, CDW•G simplifies procurement for Sourcewell members, allowing them to buy IT the way they need based on their specific requirements. We can set up member credentials within 24 hours, with most integrations taking fewer than 45 days depending on the needs of the customer. If invoicing is needed, that can mean additional time depending on complexity and testing with the customer. Beyond saving Sourcewell members time, CDW•G saves Sourcewell members money both through the aforementioned transaction savings and by charging no fees to set up their e-procurement punchout, EDI setup, creation of the portal, or a Purchase Authorization System setup. The only fees come from Members' own e-procurement software solution, as applicable. Outside of providing integrations at no charge, CDW•G also has resources in e-commerce and business development to train end users on how to leverage CDW•G's punch-out catalog or customized e-commerce portal for ordering. Training may be offered on-site, virtually via WebEx, or through recorded sessions that can be accessed on demand. Training generally consists of a walk- through of the customer's customized portal, an overview of the most commonly leveraged tools, and Q&A. The training is optional and offered at no additional charge to the customer. We understand some Sourcewell members won't choose to procure this way, or maybe it's not currently available to them. That's okay, too. CDW•G offers our own Purchase Authorization System. PAS is a way to help customers control rogue orders and promote centralized billing with approval processes through our website. It is yet another way CDW•G maintains rigorous quality control standards on our procurement process. As part of our integrated solution capabilities, we work with both p-cards as well as invoicing and leasing through our site, to fit the different needs of Sourcewell members.	*

Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training and knowledge share empower customers in an increasingly complex and diverse technology environment. On prem, off prem, hybrid, as-a-service, mobility, virtual reality…there is much to grasp and understand. We're in awe of the autodidacts in Sourcewell's member base, but we also suspect many Members don't have the time to learn the nuances of every product they purchase, or would like to purchase, in CDW•G's catalog. For a contract of this size—most vendors competing for this Sourcewell contract offer technology catalogs featuring upward of 100,000 products—Sourcewell's ideal partner must have the resources in place to help Members fully understand their options in order to maximize investments. CDW•G supports Sourcewell members in a number of different ways. Members should work with their CDW•G account manager to take advantage of all our programs. Sourcewell members have access to CDW•G's deep value-added technology enablement resources. We have a team of more than 100 systems engineers in manufacturer-funded positions who provide pre- purchase support for their particular manufacturer's solutions. We also offer general technology learning services. For instance, CDW•G's Cloud Planning Services, hosted by our cloud team, combines workshops, diagnostic services, and consulting engagements to help Sourcewell members determine which applications and workloads are ideal for the cloud. We offer similar services related to nearly everything we sell in our Tech Solutions Library. From choosing a keyboard to modernizing a classroom, our experts provide thoughtful recommendations. Please visit our Tech Solutions Library for more than 400 entries: https://www.cdw.com/content/cdw/en/articles/tech-solutions-library.html For Sourcewell's many K-12 members, CDW•G offers specialized support. Our team of educational strategists assist in aligning teaching and learning with individualized technology roadmaps. Past topics have included effectively using technology in the classroom, designing digital curriculum, and furthering digital literacy and citizenship for staff and students. Please see our response to Question 41 for full details on this value-added resource. Another way CDW•G supports Sourcewell members is to enhance user experience through our close OEM relationships. For example, in partnership with the Cisco we recently hosted a Cisco Threat Hunting Workshop for customers in Nebraska. The workshop uncovered best practices for threat hunting, demonstrated how to incorporate threat hunting into daily workflow, and enabled participants to execute four real-world lab scenarios. And we offer device-specific support. CDW•G's Microsoft Surface Hub Deployment and Adoption Services helps customers get the most out of their investment by delivering enablement activities that cover the Surface Hub journey from unboxing and setup, all the way through targeted adoption and teamwork training for end users. These training features are often included as part of a deployment package, but do vary on a case-by-case basis. We also leverage our OEM partnerships, including Lenovo and HPI, for self-maintainer programs. Many notebook and desktop manufacturers offer options for customers' IT teams to become self-maintainers. This typically includes a short test and a fee to gain the certification. These programs allow IT staff to perform equipment repairs in-house, saving time and money. Finally, we serve Members' technology training and development needs using CDW•G partners such as Directions Training. Together we have been offering excellent information technology and professional development training for nearly ten years. Our comprehensive training has been provided to many large commercial and government organizations, to include the City of Chicago, Ingredion Corporation, AutoNation, Kimberly-Clark, and multiple branches within the US Department of Defense. Trainings include custom fit solutions for all major technology categories, in addition to technical training programs for Microsoft, Cisco, Citrix, CompTIA, VMWare and many others. Our professional development sessions help private and government employees enhance their skills in communication, public speaking and presentations, project management, and more. This training also includes flexible options, state-of-the-art delivery, dynamic leadership, and an infallible dedication to students. Students can attend live, instructor-led training at multiple learning centers located across the country, virtually from the comfort of their home or office, or we are able to provide certified staff to conduct onsite training at a local facility. Additionally, Members have the ability to work with their dedicated CDW•G account manager to create a custom course at the time of your choosing or select from an array of times and dates for virtual training that are offered on a regular basis to many of our customers nationwide.
37	Describe any technological advances that your proposed products or services offer.	As a leader in technology solutions, we witness the "The Law of Accelerating Returns" in real-time. And while we're always looking for a partner to nerd out with on the latest tech (how about Tello, this terrific drone made by DJI that helps teach STEAM in schools to the next generation of programmers; check it out here: https://www.cdw.com/product/dji-tello-edu-720p-hd-programmable-drone/5557972), we also know there's so much else for Sourcewell and its members to do in serving the public interest. That is why Sourcewell's ideal partner will need to have its ear to the ground to be aware of all technological advances and cool new products that are out there, and also the practical understanding of how they benefit Sourcewell members. Here are a few select technology advances in CDW•G's catalog and how they benefit Sourcewell members: VR VR (Virtual Reality) at CDW•G has evolved quickly to keep pace with this rapidly changing market in order to provide the most current and up to date technology available today. VR is being used as a training application for Sourcewell members charged with educating and keeping us safe and healthy. In education, VR is used to engage children by taking them on an exploration or showing content in 3d with animations. Law enforcement uses VR in training to increase empathy in officers. Military applications are providing safer ways to train troops in a variety of situations. And this immersive technology is rapidly finding new use cases in medicine for evaluating tumors in 3d and even performing surgeries remotely. CDW Blueprint to Design™ We offer a value-added modern learning environment design service to help make sure educators' technology investments work together for a full learning experience. Our design service includes classrooms, media centers, cafetoriums, and STEM/STEAM labs, and comes from our experts in classroom and spatial design. Since it began in September 2017, CDW Blueprint to Design™ service has had more nearly 800 K-12 and Higher Education institutions sign up for the value-added service

while delivering approximately 450 completed design packages for our customers.
Drones
Sourcewell members in law enforcement, education, and federal government can benefit from CDW•G's drone solutions, along with high tech imaging solutions such as thermal, recognition and infrared. We recently saved a large railroad customer time and money by replacing their manual approach of photographing miles and miles of railroad track by horseback (really, still horseback!) with a drone technology solution.
Cloud In the classroom, the right cloud solution can improve innovation. Out of the classroom, the right cloud solution can deliver cost savings, enhanced performance, and, if deployed effectively, increased security. A recent survey showed 59% of IT professionals say they would make more use of cloud, but the complexity is holding them back. CDW•G's cloud experts help customers understand and efficiently procure this elusive technology by answering such questions as: What are we buying? Where is our data going? How is it helping us? CDW•G currently partners with more than 150 cloud providers to deliver SaaS, IaaS, and PaaS solutions. And if those acronyms seem a little odd or unfamiliar, we've got that covered, too. Our expert cloud team, nearly a decade old, includes solution specialists to explain how cloud works, and assess the benefits and risks of each solution for Sourcewell members' particular needs and environments. Additionally, to make sure we are keeping up on "The Law of Accelerating Returns," CDW•G has resources in place dedicated specifically to monitoring IT trends, technical roadmaps, and emerging technologies. We combine this knowledge with the feedback customers provide to stay ahead of the curve on emerging technologies. Our OEM partners recognize us as a trusted partner when it comes to innovation. VMware recently awarded us with a Partner Innovation Award for the Empower Digital Workspace global award.
We ensure we offer state of the art technologies, and that we also vet the benefits and the risks of new solutions, and their operability in the Member's environment. CDW•G has several forums and encourages customers to share knowledge and best practices regarding the solutions we provide. The CDW Customer Advisory Board is a private, online community where we research IT topics and find out about technology usage to aide in marketing material development. These community members do engage with one another on relevant topics that they face in their environments. Sourcewell members have the opportunity to join this community if they desire. Highlights of the Customer Advisory Board include:
- 1,250 customers in a variety of industries
- Members are primarily: IT Managers, IT Directors, IT Executives/C-Level
- Weekly Topics include: IT Spending budgets, Tech conferences, Customer service, Social Media, Go Green The following are various other forums in which customers review CDW•G solutions and
- LinkedIn: https://www.linkedin.com/company/cdw
- Facebook: https://www.facebook.com/CDWCorporation/
- Spiceworks: http://community.spiceworks.com/pages/CDW
- Twitter: https://twitter.com/CDWCorp
- YouTube: https://www.youtube.com/user/CDWPeopleWhoGetIT https://www.youtube.com/user/CDWTechvision
- Reviews on CDW.com: http://www.cdw.com/content/about/cdwreviews.aspx?cm_sp=Footer-_-HowWeDoIt-_-Customer+Reviews As a testament to our efforts, we are also regularly asked to participate in OEM advisory board and product beta-testing initiatives. We have been participants in such programs for Microsoft, Adobe, Symantec, IBM, Trend Micro, McAfee, CommVault, Quest, VMware, Cisco, Juniper, Sonicwall, and Riverbed. These organizations have relied on the input and feedback of our staff to ensure their products are market-ready, prior to their public release. For example, CDW•G participates in the majority of Microsoft Rapid Deployment Programs (RDPs) and Technology Adoption Programs (TAPs). This early exposure to Microsoft solutions enables us to bring solutions to our customers in a timely fashion and ensures successful implementations. And CDW•G was one of two partners worldwide who participated in the Early Field Trial (EFT) of Cisco's UC 8.0 rollout. We were developing on the software nine months prior to public release. When 8.0 was released to the public, all CDW•G engineers were already trained to deploy the solution and were familiar with known differences from prior versions. Added to our OEM expertise and advanced solutions, CDW Technology Support is our branded offering backed by the OEM collaborative warranty support service. CDW•G will take the first call for Members to help resolve their issue and, if needed, provide an engineer onsite to perform a hardware replacement. If escalation to the OEM is required, CDW•G will do that on the Member's behalf. Because of CDW•G's depth and breadth of expertise, in the case of a Cisco solution, we are able to get a top-level TAC engineer more quickly than a Member can, resulting in quicker incident resolution.
For more information, please see our Additional Documentation uploads.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As an IT reseller we do not build the products we sell (though we make green technology solutions clearer, and for more information on this please see our response to Question 39). We do recognize our part in responsible environmental management and conservation of resources. One of the ways we demonstrate our commitment to environmental management and the principles of sustainable development is through our beGreen program. The beGreen program, which has been around more than 10 years, provides CDW•G coworkers with a platform to reduce, reuse and recycle in an effort to make our operations leaner, more efficient, and more environmentally responsible. We continually develop these efforts to comply with ISO 14001 standards. Since we kicked off beGreen, CDW•G has seen overwhelming coworker participation. Coworkers have the improved environmental efficiency led to these two actions: 1. Our Las Vegas Distribution center has 2. Our Vernon Hills Distribution Center updated the warehouse and parking lot with LED lights containing motion sensors. This allows us to reduce our power usage while minimizing our impact to the environment. beGreen is a consideration in everything we do. Our downtown Chicago office is moving in the next few years to accommodate our growing company. Similar to the products we sell, we don't build the buildings we work in. But we do recognize our part in environmental responsibility and that is why we our future office location is LEED certified for its design and construction. Select beGreen program highlights are below. For our full environmental policy and commitment, please see "CDW•G Commitment to the Environment 2019" in the Additional Documentation uploads section. ISO 14001:2015 Certification CDW•G's distribution centers are ISO 14001 certified, which is the internal standard for environmental management systems. This certification has been awarded to CDW•G's distribution centers located in Vernon Hills, IL, and North Las Vegas, NV. Sustainability at CDW Lighting & Energy Management. Our offices and Distribution Centers are outfitted w waste power after hours. Eco-friendly Alternatives. Our cleaning crews also use natural and vinegar-based cleaners in place of chemical cleaners that can be harmful to the environment. Coworker Engagements. CDW•G Illinois locations are past winners of the Illinois Governor's Sustainability Award, recognizing private and public Illinois organizations who have implemented outstanding and innovative sustainable techniques or technologies, demonstrating a commitment to sustaining our environmental, social and economic health. Recycling Our Distribution Centers employ programs that are designed to recycle corrugate, shrink wrap, v from a peak of three times a week to only twice a year. Packaging and Transportation Over 95% of ou manufacturer packaging, instead of being repackaged in new boxes. We have also redesigned our box e maximize the amount of product put into each box. *
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sourcewell members in the public sector have a responsibility to procure sustainably. As stated in Question 38, none of the products we sell are manufactured by CDW•G. Which is a benefit to Sourcewell members. This allows us to be more objective about what's right for each Member's initiatives. Since green products, energy efficiency, life-cycle design, and other sustainability factors are important to Sourcewell members, our account managers compare the various OEMs we sell and determine equipment and products that support their goals. We do try to help where we can. For example, though CDW•G has our own internal policies regarding recycling, we do not take back old equipment from customers. However, we can direct Sourcewell members to trade-in and asset disposal programs through partners to help properly dispose of or recycle hardware. * These are some of the programs we offer Sourcewell members: - NEC Program: https://www.necdisplay.com/communications/0418_TradeIn_TradeUp_Program.html - Panasonic: http://panasonic.anythingit.com/ - ClearCube: https://www.clearcube.com/upgrade - PlanITROI: https://planitroi.com/

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Sourcewell members in the public sector promote diversity and local business initiatives through their procurement requirements. There are many types of diverse supplier requirements, including minority- and woman-owned, small business, veteran-owned businesses, and LGBT-owned businesses. Sourcewell's ideal partner on this contract will empower all types of diverse suppliers in the marketplace, not just one or two. CDW•G does not hold any WMBE, SBE, or veteran-owned business certifications. Our focus lies in creating a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. By not being a diverse prime, we have the privilege, opportunity, and responsibility to partner with diverse suppliers and bring them with us to the Sourcewell opportunity. That's part of the CDW Experience. Through data extracted from the BLS Quarterly Census of Employment and Wages, we estimate the economic impact from our U.S. supply chain supported over 6,800 Diverse and 3,600 Diverse Small Business Enterprise American jobs in 2018. Also, in our experience customer diversity initiatives are not always met by one or two specific certifications. Each customer has different goals and CDW•G is an ideal partner because our diverse supplier network contains partners with the following certifications: - Minority Business Enterprise (MBE) - Women Business Enterprise (WBE) - Lesbian Gay Bisexual Transsexual Business (LGBT) - Veteran Business Enterprise (VBE) - Disability Business (USBLN) - Women Owned Small Business (WOSB) - Small Disadvantaged Business (SDB) - Veteran-Service Disabled Veteran - Small Business - HUBZone We launched our Supplier Diversity program over a decade ago. Our leader in Supplier Diversity, Kristin Malek, was named one of DiversityPlus Magazine's Top 25 Women in Power Impacting Diversity 2019. Kristin and CDW•G coworkers participate in workshops designed to help diverse suppliers learn about contracting opportunities. Recently they attended an event with the City of New York that attracted over 60 diverse suppliers. In recent years, CDW•G has seen continued increases in diverse spend since the program's inception. 2018 overall reported diversity spend exceeded $2B, equating to 12% of our organization total spend with suppliers. In the same year, we were named a Finalist by the National Minority Supplier Development Council for Corporation of the Year. In 2019, we were named US Veterans Magazine Best of the Best Supplier Diversity Program. Please see a letter of recommendation from QnA Tech, a small minority owned firm focusing on IT solutions, as further, real-world evidence of our commitment to working with diverse suppliers. CDW•G can offer Sourcewell members partnerships in one of two ways: The Tier I Program CDW is continuously developing other diverse partnerships to meet customers' Tier I needs, which is where customer spend goes directly to the diverse firm. In fact, we offer an online registration tool where businesses can register for future opportunities with CDW. Our growing list of suppliers means that customers can count on CDW to deliver against their diversity spending targets. CDW has also partnered with MBE/WBE leasing companies that can support customers' Tier I spend requirements. The Tier II Program In an effort to foster even more opportunities for small, diverse businesses, CDW launched a Tier II Supplier Diversity Program in 2009 for its key manufacturing, distribution and logistics partners. The program's goal is simple: to further opportunities for competitive diverse companies to supply goods and services to CDW and deliver them to our customers. CDW also provides Tier II reporting to customers that track their spending (typically for tax incentives), ensuring that suppliers meet contract compliance and obligations. Our Tier II reports show the items that CDW purchased from diverse suppliers, all items that our customers purchased from CDW, and all items that CDW purchased from diverse suppliers to fulfill customer orders directly. One more important aspect of the CDW Supplier Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc. and The Women's Business Enterprise National Council. CDW supports other organizations, such as the Chicago Minority Business Development Council, Inc., the Women's Business Development Center of Chicago, the Minority Business Development Agency of Chicago, the National Veteran Owned Business Association, and the National Gay & Lesbian Chamber of Commerce. Not only does CDW contribute financially to these organizations, we also engage on advisory councils, attend and host events, and provide resources to support the organizations' focus on continued growth and success. *
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	When Sourcewell evaluates vendors for this next Technology Solutions Catalog contract, we suspect many of the product and services catalogs will overlap. That's life at the top of the IT solutions market, we suppose. But how many of these vendors can stand apart and point to unique solutions? Unique in the true sense of the word. CDW•G stands apart with the following unique attributes we offer Sourcewell members: Sales Support CDW•G's Sales Academy equips new sales coworkers with the skills and knowledge necessary to be effective, successful, and consultative extensions of your IT staff. The Sales Academy is a five-and-a- half-month curriculum for Public sector, Corporate, and Small Business sales account representatives consisting of three phases: Phase I: offers a classroom environment focused on immersing account representatives into the CDW•G culture, systems, technology and professional selling skills Phase II: provides an opportunity for account representatives to immerse themselves into CDW•G segment specific training as well as practice their skills. Phase III: account representatives work with CDW•G customers while continuing their development with dedicated coaching and trainings from a top performing sales leadership and coaching team

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Our experiential learning curriculum uses a complete blended delivery model including classroom activities, eLearnings, one-on-one coaching and roundtables, and the Sales Academy delivers that and more. Sales team shadowing and real-world assignments prepare account representatives for the reality of day one on-the-job. In addition, account representatives are provided cutting-edge resources such as a searchable online help tool. CDW•G has implemented a measurement strategy to ensure that any account representative graduating from the Sales Academy is able to perform job tasks and responsibilities skillfully. This strategy includes exercises, assessments, and tests. Throughout each phase of the Sales Academy, account representatives are coached to understand and address the unique challenges within their focus segment: K12, Higher Education, State & Local Government, or Federal Government. We understand that each customer and segment are unique and feel that our training should mirror those nuances. All of these components--technology training, system training, on-the-job immersion, and segment focused coaching—combine to create an onboarding experience for new account managers that has the right balance of technology acumen and real-world skill development and practice. Our goal is that each account representative is able to serve as a valuable asset to our customers—helping them to address their challenges and meet their goals through technology. Our salesforce is trained to understand and support the broad portfolio of products and solutions that CDW•G offers. We also understand our customers' need for deep expertise on particular products and solutions. That is why our account teams are supported by a large team of more than 100 presales systems engineers, both CDW•G-badged and vendor-funded positions, who provide presales support for specific lines of business and particular partner's products. These experts assist with evaluating products based on your unique operational requirements and budgetary constraints. They review quotes for product compatibility, functionality, and compliance. Your account representative will still serve as your main point of contact and quarterback the project to make sure that the process is simple and seamless for members.

E-Rate

CDW•G is proud to have participated in E-Rate Projects for Category 2 since 1998, when our company was founded. During that time, we have been awarded over 14,000 E-Rate projects totaling over $200M in total internet connectivity solutions to schools throughout the United States. Due to our streamlined and best-practice system of checks and balances, we ensure our E-Rate customers have a collaborative and positive experience when working with us on their E-Rate projects, including our dedicated E-Rate invoice team who ensures expert handling of both BEAR and SPI E-Rate invoicing. Mark Ellis, Manager, Program Management, David White, Program Manager, and Amy Passow, E-Rate Specialist, offer schools their knowledge, assistance, and advisement on E-Rate matters, including but not limited to Program compliance and adherence. David prepares contract deliverable reports and makes modifications, as necessary, including price reductions, additions, discontinued products, replacements, and version changes. He ensures that price and supply agreements are in place from award through completion and that the E-Rate bidding, ordering, invoicing, and funding are all seamless and easy for entities to complete. Amy advises on the appropriate engagement before and after Form 470 filings and works with our operations teams to ensure E-Rate ordering, invoicing, and delivery are compliant; additionally, Amy assists applicants with PIA reviews and preparation of Item 21 Forms as part of the Form 471 process.

eSports We know the world of eSports is growing fast. The estimated annual total revenue that will be g experience with gaming laptops and desktops, *

gaming monitors, mice and keyboards, gaming headsets, graphics cards, and furniture. We feature key manufacturers for this burgeoning industry such as iBuyPower, Logitech G, Micro-Star International (MSI), PNY.

Public Safety In 2007, CDW•G's Public Safety Team was chartered with the mission of aligning the IT industry around the unique challenges of law enforcement, fire, and emergency medical customers. We are proud of its history within the public safety community and long-standing relationships achieved through partnership, membership, leadership and sponsorship with local, regional and national associations. CDW•G participates in public safety focused conferences and events, helps deliver training and education, and works together with organizations including the International Association of Chiefs of Police (IACP), the International Association of Fire Chiefs (IAFC), and the National Sheriffs Association (NSA). Our relationships and targeted expertise afford us with a unique platform to expand Sourcewell's reach into previously untapped markets.

One such relationship is with the National Sheriffs' Association (NSA) that support over 3,100 Sheriffs offices nationally. In 2018, NSA wanted to provide an on-line marketplace portal for everyday goods and services to its members. They solicited the industry to develop the portal, and selected LESupplyPro (LESP), a law enforcement focused cooperative, as a partner, and began development of the marketplace. While working with NSA, the CDW•G Public Safety team noticed there was no technology category in the NSA-LESP portal offering. The team was able to educate NSA on the value and benefits of the Sourcewell agreement, and through these efforts, NSA and LESP named CDW•G as the exclusive technology partner on their NSA-LESP contract. This customized Sourcewell agreement has expanded Sourcewell adoption and membership into a new market while also providing a tailored contract structure that gives back to local law enforcement agencies and helps them further support their mission—serving and protecting citizens. Looking forward, CDW•G envisions continuing to increase the number of members accessing Sourcewell's CDW•G contract by using our unparalleled reach and segment focus to penetrate new markets and maximize Sourcewell's overall contract adoption.

K-12 Education Strategy Team

In response to the increasing complexities that schools face scaling digital learning, CDW•G has

		created a K-12 specific Education Team made of former educators and experts. Collective Previous Experience - Chief Information Officer - Certified Project Management Professional - Google Certified Innovator and Trainers - Google Certified Level 1 & 2 Educators - Google Apps Certified Administrator - Google Apps Certified Deployment Specialist - Teacher of the Year - Instructional Technologist - Learning Environment Advisor - Microsoft Innovative Educator Trainer - Microsoft Expert Educator - Classroom Teacher - District Superintendent - Developmental Reading Specialist Our K-12 strategy team analyzes research from multiple experts in the education technology industry such as ISTE, CoSN, Future Ready Schools and the 1:1 Institute (The Project Red Report) in order to develop an internal tool for guiding school districts through curriculum, professional development and device implementations. On a recent past project CDW•G assisted an eastern school district with setting up a STEM Academy for the following school year—resources, materials, products, lesson resources. As a no-cost program, Sourcewell CDW•G saved the district between $2,000-4,000.	
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	CDW's significant presence in Canada, detailed in Question 25, allows us to focus on providing products, services, and local support to our Canada customers. CDW has a large Product & Marketing organization in Canada. This team comprises mainly Partner Managers, who support 1000+ vendor relationships, including their new technology launches and associated promotions. We have coworkers dedicated to meeting with, evaluating, and onboarding new Sourcewell members. Similar to in the United States, we also have onsite vendor specialists for larger partners such as Adobe, Cisco, HPI, HPE, Lenovo, Microsoft, and more. Our business model in Canada provides exceptional product availability and quick turnaround from the largest inventories of top brand-name manufacturers in the industry. We attribute this to our strategic relationships with the industry's top distributors. There are several main distribution partners in Canada, including Tech Data and Ingram Micro, all of which CDW Canada has a direct line of communication with through a dedicated CDW resource. CDW Canada strives to ship all in-stock, credit approved, non-configured orders within 24 business hours of P.O. receipt. Historically, our same-day order fill rate has been 97%-99%. Our recent acquisition of Scalar Decisions Inc., one of Canada's largest technology solutions providers, enhances the value that we deliver in Canada in the following areas: professional services, security, infrastructure, and cloud technology.	*

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	CDW•G does not manufacture products, but Sourcewell members' IT investments are covered by the manufacturer's standard warranty for all purchases. This means that terms of warranty coverage can and do vary with each OEM purchase. Details for each product warranty are on www.cdwg.com or available through members' dedicated account manager. In our experience, most often the manufacturer coverage does just fine. But for those times where some added support is desired, CDW•G offers additional warranty coverage options for products whose standard warranty alone does not meet members' needs. In order to understand all of our best-value options, we recommend members work with their trusted account manager to navigate the options in our extensive catalog and determine the best fit warranty solution for each product and circumstance. For example, CDW•G and most resellers offer a whole lot of different OEMs—we understand that's one of the features customers and cooperative agencies like best about doing business with large IT resellers. But a whole lot of different OEMs and a whole lot of different warranties could lead to a significant time investment for Sourcewell members when left to manage this part of the technology lifecycle on their own. Imagine for a minute Sourcewell members with small IT staffs left to analyze and track dozens of programs and expirations to gain the most value from their portfolio of warranties. In these instances, CDW•G can offer Maintenance Contracts to simplify warranty coverage for members bogged down with a collection of warranties from different manufacturers for different lengths of time and each with a different end date. Maintenance Contracts are an easily manageable service contract that covers all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs. Please refer to our document upload in this section for more information on Maintenance Contracts.	*

44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Rather than imposing usage restrictions or other limitations on our warranty services, CDW•G enhances coverage options for Sourcewell members through our warranty extensions and uplifts. As stated in Question 43, our experience is that many customers choose the standard OEM warranty for their purchase. Which is fine. In instances where the OEM warranty isn't sufficient, CDW•G offers competitive solutions to augment the OEM's warranty to minimize risk and ensure ongoing performance. Included in our portfolio: - Warranty extensions and upgrades - Post warranty support - Accidental damage protection - Maintenance Contracts - Post-sale technical support - Product and certification training - Onsite repair - Help desk services Additionally, understanding best-value procurement does not stop at the sale, CDW•G keeps the communications lines open with our customers to be sure the warranties they hold continue to meet their needs. For instance, shortly after award on a U.S. Marine Corps (USMC) BPA, CDW•G recognized the warranty provided was not offering the level of service required for USMC. We replaced this warranty without any impact to the customer, indicative of the reliability of our quality approach and our focus on upholding our commitments.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Some do and others do not; it depends on the warranty coverage selected. Any incremental warranty costs for technicians' travel time and mileage to perform warranty repairs are disclosed at time of quote. Both standard manufacturer warranties and extensions of OEM warranties are typically inclusive of all warranty repair services being purchased. In some instances, services may fall outside of the OEM warranty options stated above. In these specific cases, services performed need to be outlined within a statement of work (SOW) and mutually agreed upon by all parties. If so, there will be very specific language around such warranties, travel time, and mileage for any on-site work. However, in our experience SOW-based services are not typically warrantied.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	As mentioned, it depends on the warranty coverage selected. In most cases, warranty support is fulfilled directly by the manufacturer and coverage will vary on a case-by-case basis. Where Sourcewell members opt to enhance the standard manufacturer warranty, we have access to certified technician resources through in-house technicians and strategic local partnerships that cover the United States and Canada. We will work with Sourcewell members to identify the best-value solution. Response times and SLAs can vary by location. A commitment we make to Members is that they will always know what they are buying and have clear instructions on the coverage and how to activate warranty claims, whether they be on-site, depot repair or mail-back programs, we believe in complete transparency of the service.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In those instances where Sourcewell members choose the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW•G has defined escalation processes with our partners to ensure technical support is provided by the manufacturers according to the agreed upon SLAs. In those instances where CDW•G enhances the standard manufacturer warranty, we take responsibility for meeting SLAs and delivering the full customer experience.	*

48	What are your proposed exchange and return programs and policies?	Should Sourcewell members need an exchange or return, CDW•G requires a Return Merchandise Authorization (RMA) number for all returned merchandise. All products must be returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. All returns should be initiated within 30 days. For returns initiated after 30 days, fees may apply. However, in all instances when CDW•G makes an error, we will cover return costs. Credit is issued the following day after the product is received into our warehouse. Credit form is based on the initial method of payment. Credit card refunds will be issued back to the credit card. Net terms refunds will be placed on the account for the customer to use towards invoices or they can request a check be sent to them. For full information on our return programs and policies, see CDW's full Product Return Policy at the following link: https://webobjects.cdw.com/webobjects/docs/PDFs/Return_Policy.pdf For all questions, issues, and concerns, Sourcewell members' CDW•G account manager continue to be at the center of the customer service and support experience. By contacting their account manager to initiate the return process, Sourcewell members will receive individualized support that ensures the best outcome. CDW•G account managers—and our customer support teams—facilitate and track all returns. These coworkers deal with RMAs on a daily basis. And when returns cannot be made to CDW, Members in need of advocacy with manufacturers regarding exchanges, returns, or any aspect of their IT investment can count on their CDW•G account manager to advocate for them with the OEM. CDW•G also offers Customer Relations service at 866-SVC-4CDW or via email at customerrelationsreturns@cdw.com for customers to obtain a Return Merchandise Authorization (RMA) before shipping product back to CDW•G. Added to our programs and policies, Sourcewell members can trust that they are receiving the approved OEM warranty with each purchase through CDW•G's secure supply chain. 99% of our products come from authorized sources, with the other 1% customer requested sources. Once products are received at our distribution center they are investigated and tracked according to the return merchandise authorization number assigned to each order. The end user/customer is then notified that receipt has been confirmed. All of CDW•G's shipping and quality processes are based on the ISO 9001:2008 certification standards.	*
49	Describe any service contract options for the items included in your proposal.	In addition to services included with purchase, Sourcewell members may choose from a range of service options available through CDW•G (fees may apply), including the following: - We offer a collaborative warranty support service backed by select valued OEMs for faster resolution and a more personal experience. For Sourcewell members' software, licensing and hardware devices, CDW•G takes the first call to resolve the issue and, if needed, provides an onsite break/fix replacement. If escalation to the manufacturer is needed, CDW•G does that on the members' behalf. - We offer through our strategic partners an extended service/help desk, where a phone number is provided and we can take calls and provide support. This option is useful for Members who may not have a robust IT support program and seek a 3rd party solution. - We offer tech support (U.S.-based help) for five years from purchase through either phone or chat (M-F, 7am-6pm CT), or email (reply within 24 hours). - We offer CDW Product Protection through Safeware, a fully licensed insurance agency as well as a Third Party Administrator. Services feature extended warranty and service plan solutions, covering many types of hardware products, including laptops, tablets, and printers/scanners. - We offer Cisco SMARTnet Service, an award-winning technical support service that give members' IT staff direct, anytime access to Cisco experts and online self-help resources required to resolve issues with most Cisco products. Our dedicated Cisco SMARTnet team has 50 specialists with years of experience working with SMARTnet contracts. We have in-depth knowledge of Cisco's internal SMARTnet tools. And CDW•G's exclusive web portal, SMARTtracker, will streamline the management of your SMARTnet Total Care contracts 24x7x365, not just at renewal time. SMARTtracker is a key strength of our offering that provides value-added benefits when combined with the expertise and support of our SMARTnet Total Care Specialist Team. - We offer a Software Asset Management (SAM) solution powered by Snow Software hosted in our cloud through a subscription. This productivity enhancing tool is an advanced and user-friendly SAM solution that empowers customers to reduce their licensing expenditure while mitigating the various compliance risks associated with the administration of software agreements.	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	CDW•G's standard payment terms are net 30 days from the date the invoice is issued.	*

51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, Members have access to a diverse portfolio of financial companies that can help them secure the leasing terms that best fit their specific needs and budget requirements. CDW•G offers 16 premier and preferred leasing partners, including Arrow Capital Solutions, Cisco Capital, Dell Financial Services, HP Financial Services, and VAR Technology Finance. While we always view our deep set of options as a boon to our customers, we also understand our customers and their IT departments might have better things to do than evaluate multiple leasing constructs to select the right one. CDW•G's approach to leasing and financing solutions mirrors our approach to technology solutions in this way: listen, advise, assist, and present the best options. For example: Apple Financial Services almost always makes sense for Apple products. Our account managers, as the trusted first point of contact, work with members to identify those options. This collaborative process includes the following specific steps: 1. An initial discovery session to understand member goals, requirements, and budget 2. An assessment review of members' existing environment and definition of project requirements 3. Detailed vendor evaluations, recommendations, future design, and proof of concept 4. Procurement, configuration, and deployment of the final solution Our diverse portfolio offers Sourcewell members the option to lease virtually any IT product at favorable rates and terms. These options can be available on a per-deal-basis, or in many cases, as a primary billing option. If a member has a preferred leasing company that is not currently one of our 16 partners, the account manager can work to set that partner up. For example, we have partnered with National Cooperative Leasing (NCL) by onboarding them as a leasing option for our Sourcewell members and continue to develop this partnership. We have begun the plans of putting together a Leasing Planning Meeting between NCL and the CDW•G Leasing Team to build out a collective strategy for our customers asking for leasing in relation to this Sourcewell agreement. Sourcewell members will also receive a value-added resource in CDW•G's Financial Solutions Team. This is an internal team of unbiased financing experts that work in conjunction with the account manager to align payment options with the Member's financial goals. For example, we know a recent trend for our education and government customers is to adopt mobile devices for their employees and students. However, recent research suggests IT managers believe they spend too much money and time managing devices, including ones that go unused when an end user transfers out of the agency. Our team can recommend an innovative solution for these customers through device-as-a-service (DaaS). While not a traditional leasing or financing option, DaaS satisfies many of those objectives, and includes warranty support, device management, real-time monitoring, and at the end of the lifecycle the devices will be available for reuse or recycling. Less knowledgeable, specialized resources may not consider an option such as this, or—shudder—even be aware it is an option.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Sourcewell's 50,000 members are a diverse bunch and should be able to procure IT in the way that suits them individually. As part of the CDW Experience, we strive to make this possible. Members can place an order through the custom premium contract page we set up unique to each Member organization; Members can place an order through their account center feature at www.cdwg.com; or, because we know IT can get a little complex at times and it may seem we have a bajillion options, Members can pick up the phone and dial their dedicated account manager, who is always happy to chat and place an order that way. There are benefits to each method. For example, in Members' premium page, they will see the contract price in real-time as it takes into account market discounts and other factors. For online ordering, we can set up a demonstration to make sure that Members are familiar with the functions and benefits of their customized system. By placing a phone call, Members can bounce their needs, wish lists, concerns, or heck, even ideas for a home improvement project off their dedicated account manager trained in CDW•G's products and services. Once the order is placed through any of the above methods, it goes through a number of quality control steps to ensure what's received is what was ordered. First, the order is reviewed for accuracy by Members' CDW•G account team. Once confirmed, it is sent to our Credit Department for approval and credit-release. The member will receive immediate confirmation via email. In addition, real-time order status information is available 24 hours a day on Members' CDW•G Account Center. The order status feature enables Sourcewell members to sort orders by status: open, completed, backordered, and cancelled. After the order is credit-released, it is sent to the Purchasing Department to have the product pulled from stock, or, if the Member has a Staging Agreement or planned roll-out, it comes from the Members' dedicated inventory. Members benefit from the fact that CDW•G has two strategically-

		located distribution centers that hold $220M of inventory, on average. At any given time, we maintain 1-4 weeks of stock supply ensuring items are consistently in stock for rapid deployment. CDW•G's distribution centers are designed for continuous commitment to accuracy, quality, and speed. Each step in the product movement process is verified with a barcode scan, from receiving through shipping. We ship 40,000 to 50,000 boxes per day depending on the time of year. Our facilities have multiple levels of storage, miles of high-speed conveyors and sorters, UPC bar code scanning, product serial number capture, and—well, so this is one of those times where things in the technology procurement process get a little complex. Should we just leave it at our shipment accuracy rounds up to 100%? Or, we invite you to take our nifty virtual tour: https://www.cdw.com/webcontent/hubs/services/CDW_DistributionOverview_g.html As one of the largest direct marketing resellers in the U.S., CDW•G has positioned itself very closely with the major shipping companies and other delivery service companies to provide standard or expedited product delivery. Due to the extensive carrier worldwide service capabilities, excellent record for on-time delivery, and competitive pricing, we ship the majority of our products via UPS or FedEx. Both companies have onsite employees at our distribution centers, individuals with a track record of supporting CDW•G with sophisticated capabilities to leverage their intermodal transport options. We also have contracts with truck load (TL) and less than truck load (LTL) carriers for large orders and heavy products. For orders using the Sourcewell contract's terms and conditions, the Sourcewell contract is identified at the line item level or on the Statement of Work, and this triggers our Contract Editor system (Please see our response to Question 63) to ensure the sale is captured as a contract sale and our internal controls go to work. The Sourcewell Member receives invoice detailing Sourcewell contract has been used and this leads into reporting. For managing the contract and providing quarterly sales reports, Sourcewell h post- award process. Other companies often leave contract management to th outside of the scope of the RFP erroneously being purchased through this co The reports that our contract management professionals currently generate run the gamut from quarterly sales reports for Sourcewell to highly manual, daily federal reports. We have been sending these for the past 20-some quarters on the current contract, and are available to meet with Sourcewell to review any details and answer questions, as needed. Sourcewell and its members will continue to benefit from CDW•G's exacting, on-time reporting standards. CDW•G will not be using a dealer network as part of our response.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, Sourcewell members can use P-cards in both eProcurement and non-eProcurement orders. There is no additional cost for using this process. However, Members who opt for payment terms (e.g. Net 30) are not then allowed to settle terms by invoice with a P-card. As an added capability at no additional cost, CDW•G is capable of providing level 3 information on P-Cards for Visa, MasterCard or American Express. This service provides line item detail remittance of the transaction on member cardholders' statements. Level 3 allows the member agency to track expenses and to ensure that the products purchased on its card were in fact legitimate purchases.	*

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

54	Describe your pricing model (e.g., line-item discounts or product- ca materials (if applicable) in the document upload section of your resp	To ensure Sourcewell Members can easily procure technology products and services at competitive discounts, CDW•G offers pricing in the same simplified model that Sourcewell members are familiar with on the current contract: Percentage discount off CDW•G Nationally Advertised Price (Advertised) for technology products and services categories, available at www.cdwg.com We believe the best solutions are simple to price, simple to sell, and simple to implement. Though Sourcewell members will be able to choose from over 100,000-strong technology product catalog, CDW•G makes understanding the discount and pricing Members will receive simplified by organizing our diverse catalog into 25 commonly recognized item categories: Accessories, Power, Cooling & Racks, Desktop Computers, Data Storage/Drives, Enterprise Storage, Point of Sale/Data Capture, Servers & Server Management, Notebook/Mobile Devices, NetComm Products, Carts and Furniture, Printing & Document Scanning, Services (Partner Delivered), Software, Collaboration Hardware, Video & Audio, Cables, Warranties-Product Protection, Video Hardware, Interactive Whiteboards, Interactive Flat Panel Display, Chromebooks, Google Chrome Management SaaS, Apple products, and Amazon Web Services. Special pricing and extra discounts we have secured through our close OEM partnerships are reflected in the percentage discounts calculated off Advertised. CDW•G publishes, maintains, and provides access to Advertised at www.cdwg.com as we do for other large-scale contracts and all of the open market business we transact. While we've seen some public sector customers prefer to use a discount off MSRP (Manufacturer's Suggested Retail Pricelists), the unique cost- savings Sourcewell members have come to expect from the current contract cannot be realized on the next contract with that type of structure. Using Advertised allows members to realize greater cost-savings due to a better dynamic price baseline driven by current market conditions and pricing trends. In general, there is a downward trend in IT hardware and software cost over time, and CDW•G's Advertised is benchmarked against current market demand as well as live pricing on our competitor's websites; it is then adjusted to remain competitive in the marketplace. One of the benefits of using CDW•G's Advertised is that it is available 24/7, and Sourcewell members can feel confident that pricing is both up-to-date and competitive, rather than a static number that does not accurately reflect the true market. A well-recognized example of volatility is when a new iPhone releases for $699 and the one bought just yesterday suddenly drops in value from $399 to $99. A number of unique factors contribute to CDW•G's ability in setting a competitive price point: Volume CDW•G processes one order transaction nearly every three seconds. This volume makes us the largest multi-brand IT provider, giving members the broadest look at market trends – especially pricing. We know quickly when our pricing needs to be adjusted to remain competitive, and CDW•G's staff of pricing specialists and Product Management teams adjust accordingly. Sales Data Our sales systems show ordering trends by product, indicating slo evaluate our prices. Supplier Relationship CDW•G's strong supplier relationships provide aggressive pricing and forward-looking analysis. Our relationships with multiple providers give us a real-time look at 'alternate path' pricing. CDW•G's Advertised tracks and adjusts the prices on a large set of products on a weekly basis. Competitive Price Analysis Sourcewell can trust that contract pricing is competitive with other large- scale contracts. As stated above, by tying your discounts to the CDW•G's Advertised reference point, we ensure real-time competitive pricing for purchases over the life of the agreement. All of the products we expect Sourcwell to consider as part of this offer can be found at www.cdwg.com/sourcewell. Additionally, we have provided sales for Sourcwell members in Canada through our CDW Canada affiliate. The discounts are off CDW Canada Advertised price and are quoted in local currency (CAD). Categories of Canadian catalog are similar though not identical. Please refer to our Canadian pricing offer in the required Pricing document uploads for more information.	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	CDW•G: 0% to 13% Discount off Advertised Price CDW Canada: 0% to 7.75% Discount off Advertised Price	*

56	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell prices and percentage off discounts listed in our proposal are the ceiling price at QTY 1. It is our experience, both on the Sourcewell contract and across the broader scope of our business, that few purchases are made for QTY 1 and that often we can share additional discounts with customers through our close relationships with key OEMs. On the current contract, we advocated for Sourcewell members and secured volume discounts on a number of OEMs, including HP and Nutanix. By purchasing in volume or as part of a larger project, approximately 20% of Members enjoyed discounts between 10-20% below the contract ceiling price throughout 2018. Additionally, CDW•G maintains our two distribution facilities with over one million square feet of inventory space available. While our competition tries to paint these facilities as an unnecessary expense, they miss out on one of the key benefits of our model. CDW•G can regularly take action on strategic buy-in programs offered by distributors and OEMs as they feel pressure of product accumulating in their supply chain or need to attain a certain sales threshold for a financial milestone, such as their end-of- quarter or fiscal year. When these opportunities arise, CDW•G has adequate space available to buy in hundreds of units at a reduced cost—and we choose to blend that cost with the general inventory, driving down prices for Sourcewell members in the process. And let us say the ways and means of discount/rebate programs offered from competing vendors on this contract will certainly all sound appealing. But take note that without a team dedicated to tracking and managing purchases, and applying those special discounts appropriately, any resulting oversights will be as inexcusable as letting a puck slip through the five- hole. As part of the CDW Experience, we have a team of program management professionals, including a contract manager and contract analyst dedicated to Sourcewell, who ensure that Sourcewell members receive all program benefits.	*
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Due to our routine partner reviews, we rarely run into having to onboard new vendors or products for specific requests. When we do, our scrupulous process ensures that new partners work with us in delivering the CDW Experience. This process features collaboration with customers, sales teams, distribution coworkers, internal analysts, Product and Partner Management teams, and our legal department. Again, this is one of those components of technology procurement that is extremely complex behind the curtain, but for Sourcewell members the benefit of working with CDW•G is simple: security. When sourced products or related services are needed, CDW•G can easily facilitate this process for Sourcewell members. In instances where an entirely new product or related service becomes available through our catalog, such as when we began selling AWS on the current contract, our Program Management team works with Sourcewell to add it to the contract at a reasonable percentage discount for Members, taking into account relative category discounts already established on the contract. As for facilitating related services, CDW•G has the resources to develop and deliver services that require nonstandard options, or unique scopes of work, pricing and specific terms. We work with our solution architects and partners to create these project scopes and provide a wide range of services. We then have a team of service contract specialists and service contract negotiators dedicated to drafting, editing, reviewing, and negotiating service contracts to meet the specific needs of our customers. In addition, CDW•G has legal resources to negotiate customer-specific terms and project-specific terms for our customers. The contracts team handles service contracts from initial drafting to full execution of a statement of work, ensuring the Sourcewell members’ experience is streamlined and services can begin in a timely manner.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs to serve Sourcewell members are included in the pricing. Services are quotes as designed by the Member and may include training or implementation costs, which are included at the time of quote and never ‘tacked on’ after purchase.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Free ground shipping is for the cheapest ground option. For all other options, we offer Members a freight difference option. An example of this is our Discounted Overnight Shipping program. Members can elect a faster delivery method and receive a discount from our standard overnight price equivalent to the standard ground shipping benefit they would have received for the same items. For example, if standard ground freight would have cost $10 and the 2-day air option costs $25, then the Member is asked to pay $15 for 2-day air – the difference. In this methodology, the Member retains the benefit of the ‘free ground’ consideration.	*

60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Sourcewell members placing orders in Alaska and Hawaii, freight options are Ground, Express, and Priority, though these options can vary depending on shipping address. Once an order is entered all available options to that shipping address will be shown. Specific carrier options are UPS, USPS, CEVA, and UPS Freight. Transit Time are Ground 3-5, Express 2-3 Day, Priority 1-2 Day, though these can also vary depending on when the shipments leave on the truck. For Sourcewell members placing orders in Canada, standard terms for Shipping are: F.O.B. Destination, Freight prepaid, and added. All products are shipped from one of CDW Canada's partners' distribution centers in Toronto, Mississauga, Calgary and Vancouver. CDW Canada partners with numerous distributors including Ingram Micro and Tech Data within Canada to complement our purchasing model. That's why over 95% of all credit approved, in-stock orders are shipped the same day and are received the next business day. In most instances, Sourcewell members can expect purchases to be delivered the next day or within an average of 3 days by standard ground transportation. CDW Canada through distribution partners uses UPS, Purolator, FedEx, and many other freight carriers for larger shipments. *
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	While most of our industry is down-sizing and drop-shipping, CDW•G maintains a unique blend of operating our own distribution centers with drop-ship capabilities, where sensible. We have distribution centers in Nevada and Illinois that are a combined 1,000,000 square feet. Though the Illinois center primarily serves the eastern United States and the North Las Vegas center the western U.S., our two distribution center model allows us to ship based on availability and at a historical accuracy of 99.7%. More than 460 distribution coworkers work a 24x5 work schedule and we have the ability to scale up during busy seasons. Our capacity to ship is at 54,000 boxes daily, though our single day record is 37,000 boxes, leaving us plenty of capacity for this growing contract. Our customers appreciate the trickle-down value these distribution centers provide, which also allow us to offer better service on imaging, staging services for large roll-outs, and White Glove Services on the millions of Chromebooks we sell each year. We provided customers, many of them Sourcewell members, over several million Chromebooks in 2018 and performed White Glove Services on upward of 30%. Where customer projects don't require configuration or custom services, our drop-ship capabilities allow us to keep costs down. As further evidence of the unique level of service we can deliver, CDW•G was selected to be the sole mobile device provider for the 2020 U.S. Census, scheduled to deploy nearly 500,000 devices over the life of the contract to United States Census Bureau Headquarters, Census Offices (250+), and selected 2020 Decennial Census employee homes. This year, CDW•G has successfully deployed over 65,000 devices for the project. Due to our capabilities mentioned above, we are currently delivering on orders with the same exceptional service with no disruption to our normal business. *

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	*Generally and in aggregate, the pricing to Sourcewell members is lower than that offered to other cooperatives or state purchasing departments.

Audit and Administrative Fee

Line Item	Question	Response *

63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	With respect to CDW•G's compliance strategy, we are unique in how we approach managing and maintaining our contracts. Our process begins very early in the sales lifecycle by training our sales force on the Sourcewell agreement to make sure they are selling the right products at the right discounts for Sourcewell members. We can only imagine what a mess it would be for all parties should an uninformed seller transact, say, a 3rd party managed services deal on this Sourcewell agreement. After a sale has gone through, rather than putting the burden of reporting and compliance checks on the sales teams like other companies, CDW•G dedicates a highly specialized Program Management team led by Mark Ellis and David White for our K-12 Education and State and Local Government contracts. Mark, David, and their team are experts in general contract management, and specialized in the Sourcewell agreement. Mark is very familiar with Sourcewell's unique place in the cooperative contract space, drawing on lessons learned and historical data dating back to CDW's first contract with Sourcewell in 2004. Mark and his team are tightly integrated into the contract requirements and how compliance matters to the Sourcewell Membership. The next element of CDW•G's compliance process is a defined self- audit process. The Program Management team is solely responsible for ensuring that only Sourcewell members are able to access the Sourcewell agreement, utilizing the Sourcewell membership list online at https://www.sourcewell-mn.gov/member-lookup or via regular updates provided to CDW•G from Sourcewell's contract administrator Lindsey Meech. Additionally, our transparent partnership with the Sourcewell membership team allows our Sourcewell program to be nimble and use real-time information to ensure members have access to the agreement to drive both sales and compliance. The CDW•G Program Management team uses a custom contract management tool called Contract Editor. Only the Program Management team has access to the tool, which streamlines the process and positions us to strictly adhere to the agreement. The Contract Editor tool is a major differentiator for CDW•G. It is a custom-built application that integrates with our internal tools to manage the following items: * - Customer access to contract - Contract pricing - Contract shipping commitments - Contract fee compliance The tool matches Sourcewell's unique contract code from a data pool of all CDW•G sales. We access this information to ensure our reports are submitted quarterly and on time, just as we've done for nearly 20 quarters on the current contract. For example, during one recent quarter, CDWG reported $187M total sales to a total of 6,123 individual Sourcewell members representing all of the public sector segments, as well as non-profit agencies in all 50 states. These sales included products and services sourced from 663 individual manufacturing partners. Any vendor hoping to be successful in executing this contract should clearly demonstrate the ability to manage a report of this size and scope with all of the necessary detail, cross referenced to Sourcewell's membership database and in compliance with all of the contract's pricing rules. Before we submit our contract sales report to Sourcewell, the CDW•G Program Management team quality checks the report. Because we are committed to accuracy, our team goes through the entire report line-by-line to ensure membership access to the agreement, which confirms only Sourcewell members are accessing the agreement, providing any data we need to follow up on something that doesn't look right. During the recent quarter, a total of 226,639 individual notebook computers were sold during that three-month period—the report consisted of 83,000 lines, each representing an individual transaction. Good thing we hire only the biggest contract nerds out there. This thorough review also ensures pricing is sold at or below the agreed upon contract price, the proper administrative fee is remitted to Sourcewell, and confirms all of the available value-adds we've negotiated for Sourcewell members, such as free freight on orders using the cheapest ground shipping options. After we've submitted the report, we meet with Sourcewell to review the pricing and reporting to discuss any price discrepancies or numbers that look amiss to ensure we are meeting all of Sourcewell's requirements.

64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	CDW•G is proposing the same general administrative fee which led to more than $2,500,000,000 in sales over the term of the current contract: 1.00%. At CDW•G, we think simplicity and continuity is a good thing. Sourcewell and CDW•G both experienced record growth on the current contract at this administrative fee, and we expect even greater results on the next contract as our partnership grows (please see Question 9 for our expectations). For select product categories in our offer, to best meet Sourcewell member needs we propose these fees: - Software: 0.25% - Chromebooks: 0.00% - Google Chrome Management SaaS: 0.25% - Amazon Web Services: 0.25% To best serve Sourcewell's grow 1.50% For select product categories in our offer, to best meet Sourc - Desktop Computers: 1.00% - Notebook/Mobile Devices: 1.00% - Chromebooks: 0.00% - Google Chrome Management SaaS: 0.00% - Amazon Web Services: 0.00% - Microsoft Azure: 0.00% - Apple: 1.00% We are confident in our fee structure due to our track record of success, and a mutual understanding between CDW•G and Sourcewell that the highest fees don't lead to the highest growth. CDW•G has alternate cooperative contracts in our portfolio—it's worth noting any company with the resources necessary to provide on a contract of Sourcewell's size will in all likelihood hold numerous cooperatives—yet our sellers consistently choose Sourcewell because of its unique advantages: member focus, flexibility, and fair administration fees.

Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sourcewell needs a partner with the insight to identify internal metrics that matter, and then the discipline to track them. A representative sample of internal metrics we've found to be good indicators for a successful partnership are the following: - Customer Utilization ("spend" - breaking down by segment: State & Local Government, K- 12 Education, Higher Education, Federal Government) - Technology Category penetration - New members brought into contract - # of opportunities - Customer Satisfaction survey responses - Repeat customers - Customer % that grows As Sourcewell knows from the quarterly reports CDW•G's Program Management team sends, we can track many, many more internal metrics than this. And to make certain the internal metrics we track match up with Sourcewell's vision for success, we intend to meet upon award to set mutually agreed upon metrics/key performance indicators for the next five years.
66	Describe your capability to report Sourcewell me eco- labe	For Sourcewell members concerned with the environmental impact of their procurements, we track industry-recognized data to help them understand their footprint. Sourcewell members can receive from CDW•G both EPEAT reporting, which is the leading global ecolabel for the IT sector, and Energy Star, a government-backed energy efficiency measure. For these reports we provide quarterly, calendar year, or fiscal year reporting, depending on members' needs. Sourcewell members with custom time-frame reporting requests typically are honored as well. As a value-add to presenting the raw data, upon request CDW•G's Program Management team will save time for members with a summary tab that provides a snapshot of their spend by EPEAT/Energy Star versus all spend, for products we have collected this information on. If Sourcewell members have further specific requests, such as category breakouts in an easy-to-read summary, CDW•G can work with them to provide that as well. Finally, CDW•G's account managers help Sourcewell members understand and meet green initiatives. Our sales force will guide Sourcewell members toward solutions with environmentally preferred attributes at the pre-sale stage, and also make this a part of quarterly business reviews so that members are aware of our green offerings.

67	Describe your capability to identify third-party issued eco-labels, ratings or certifications for the equipment or products within your catalog related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	With new environmental legislation being proposed at all levels of government, Sourcewell members require a partner that can help them understand their purchases and remain compliant. Eco-labels, ratings, and certifications for solutions in our catalog can be found on CDW•G's website at www.cdwg.com. CDW•G can also help Sourcewell members in determining environmentally preferable solutions through a number of ways, including training our sales force on the changing requirements of environmental legislation at all government levels, and offering solutions that meet the evolving standards associated with the Environmentally Preferable Purchasing Program (EPP) and the IEEE Standard for the Environmental Assessment of Personal Computer Products.
68	Describe your strategy related to the implementation and management of multiple cooperative purchasing contract awards, if applicable.	Any reseller that believes it has the size, resources, and capabilities to meet the high standards established in recent years on the Sourcewell contract will in all likelihood hold multiple cooperative agreements. CDW•G has partnered with multiple coops for 20 years, and we are proud to say all of our historic partners have grown. Similar to our successful approach in offering competing brands of technology, we have a well-formed group of core coop partnerships that offer different benefits to their membership base. CDW•G does its sincere best to provide clear information to customers and help them in choosing both the right technology as well as the right contract for their needs. By working with CDW•G's Program Management team who are experts on each contract, our account managers are kept up-to-date on contract benefits and requirements, along with any changes to programs, which they pass along to their customers for a complete procurement picture. Each cooperative has a unique Program Manager to avoid any conflict of interest as the team works on marketing plans together. CDW•G's organizational structure supports this contract specialization, ensuring each contract partner receives the individualized attention it deserves and that allows it to grow and be successful. Sourcewell will have two trusted members of CDW•G's Program Management team who handle all reporting, who are experts on Sourcewell's unique benefits and requirements, and are responsive to Sourcewell's needs. Our strategy is not to pit cooperatives—or technology brands for that matter—against each other, but to have individualized growth plans and objectives. After the evaluation committee has read through our proposal, we hope ours for Sourcewell is clear and inviting. Please remember, as Sourcewell's primary IT contract partner on the current Technology Solutions contract, CDW•G has furthered our history of alignment, trust, and accelerated contract adoption. Due to a disciplined organizational strategy, we have collectively grown the Sourcewell contract revenue by 44% over the last 5 years and increased the number of members accessing Sourcewell's CDW•G contract by 23%. Keeping a similar alignment in the future, we expect growth to continue from our ongoing dedication to serving Sourcewell's membership at the highest level.
69	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Out of respect for the Sourcewell evaluation committee's time, to allow space in your schedules Reseller CDW•G has been an Acer America Authorized Reseller for over 17 years, and is curre Apple – Premium Corporate Reseller CDW and Apple have a very successful, established relationship. - Apple's Largest Corporate Channel Partner in the US - Apple's only reseller with the designation Premium Corporate Reseller We are an Authorized including mobile device management, carrier activations, and application development. Cisco Gold Certified Partner There is no other Cisco Gold Partner in the world that offers CDW' expertise across multiple technologies. - In 2018, CDW achieved the newest of Cisco's Master Specializations, in networking, making CDW the first Cisco channel partner in the Americas to hold all five Master Specializations that Cisco offers. The other Cisco Master Specializations are security, collaboration, data center and hybrid cloud, and cloud and managed services. Master Specializations are Cisco's highest and most exclusive level of partner certification. - At the 2018 Cisco Partner Summit, CDW was recognized as Architectural Excellence Partner of the Year: Security. In addition to this global award, CDW received 13 geography and theater/area awards. Dell EMC Titanium Black Partner In 2017, Dell EMC named CDW a Titanium Black Partner, a ne exemplary commitment to Dell EMC. - CDW is Dell's #1 Partner Worldwide. - CDW is the only channel partner that stocks Dell EMC hardware. - CDW has dedicated Dell EMC account managers. HPE Platinum Business Partner CDW has had a partnership with HP/HPE for the past 30 years. CDW is an HPE Platinum Partner and was honored with Hewlett Packard Enterprise's 2016 North America Network Service Provider (NSP) Partner of the Year Award at HPE's Global Partner Conference. HP Inc. Platinum Business Partner CDW is an HP Inc. (HPI) Platinum Business Partner and HPI's #1 partner worldwide. We are authorized to sell HP's full suite of products and field a large onsite team that provides expert

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guidance and support. Lenovo
– Largest Global Partner
CDW is Lenovo's largest Global Direct Response Channel Partner. Microsoft Gold Certified Partner CDW is a Microsoft Gold Certified Partner, #1 ranked Licensing Solution Provider (LSP) and ESA (Enterprise Software Advisor). CDW is also a Microsoft Software Asset Management (SAM) Partner and an Authorized Direct Reseller (ADR) for Open Value licensing programs in all 50 states and Canada. We are the worldwide leader in Microsoft Enterprise Agreements as well as Server and Cloud Enrollments. CDW ranks as Microsoft's #1 LSP in the following areas:
- CSP – Cloud Solution Provider
- Surface ADR – Authorized Device Reseller CDW is one of only a handful of Cloud Solution Providers to work with Microsoft. As a testament to our expertise and differentiation, CDW ranks as Microsoft's #1 LSP in the following areas:
- Reseller of Microsoft Cloud Solutions
- Office 365 customers deployed
- U.S. Partner in Azure
- Open Value Agreement CDW is an authorized Microsoft National Systems Integrator Partner offering award-winning services around all of Microsoft's key solution areas. CDW is one of only a handful of Cloud Solution Providers to work with Microsoft.

At the individual level, CDW•G coworkers hold nearly 6,700 technical certifications, with the highest number for leading OEMs such as Cisco, Microsoft, and Dell EMC. Cisco. CDW has over 1,700 Cisco-certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. We hold over 90 Cisco Expert certifications.
CDW has the highly qualified resources to stay current with Cisco technologies and continue to meet the standards for all of our specializations. CDW has almost 1,900 Cisco certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. Certifications include:
- ~100 CCIE/CCDE (includes 1 Quintuple, 6 Triple, 16 Double)
- ~350 Cisco Certified Professionals (CCNP/CCDP/CCSP/CCVP/CCIP)
- ~650 Cisco Certified Associates (CCNA/CCDA)
- ~700 Cisco Certified Sales Experts Microsoft. As a testament to our expertise and differentiation, we have approximately 300 Microsoft-focused engineers, technical specialists, presales consultants, and project managers dedicated exclusively to our customers' Microsoft engagements. Our team has completed more than 6,000 Microsoft services engagements and 750 joint Microsoft-CDW engagements to date.
Dell EMC. We have the following certified Dell-EMC engineers at CDW•G
- ~40 EMC certified technology architects
- ~10 Dell EMC Enterprise technical pre-sales specialists
- ~10 Dell EMC client solution specialists
- ~10 EMC certified cloud architects
- 1 EMC certified data scientist
- ~10 EMC certified implementation engineers

One of the reasons we've been so successful in receiving technical certifications and validation from our partners is through organizational investment. CDW employs a dedicated vendor accreditations coordinator (VAC) who takes responsibility for monitoring coworkers' technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances department, which comprises Vendor Managers for all major hardware manufacturers including HPE/I, Dell, IBM, Lenovo, HDS, Cisco, NetApp, and EMC. We have the highest-level reseller partnerships (Platinum or Gold) with these vendors, which are usually contingent on CDW maintaining minimum numbers of accredited resources at all levels from sales, pre-sales, field and systems engineer to architect. However, we tend to exceed these. Four CCIEs are required for a company to maintain its Cisco Gold Certified Partner status. CDW has more than 10x the required number with 63 CCIEs in our company.
Each of the partner vendors has designated an Account Manager and Systems Engineer to CDW, who communicates product developments to our Vendor Managers, as well as the associated technical training courses available. Some vendors also have Partner Education Managers specializing in training and certification guidance for CDW. The Vendor Managers then work with the VAC to identify the staff impacted by the development and make bookings for training and exams.

Finally, CDW•G has coworkers that hold various levels of project management related certifications including the following.
- Certification: American Society for Quality - Certified Six Sigma Green Belt
- Certification: CCIE
- Certification: CCNP/CCDP
- Certification: Certified ScrumMaster (CSM)
- Certification: Cisco Telepresence PM Certification
- Certification: CISSP
- Certification: CSM
- Certification: CSM (Certified Scrum Master)
- Certification: ITIL Foundation
- Certification: ITIL Foundation
- Certification: ITIL Foundation

		- Certification: ITIL Foundation, MBA - Certification: ITIL Practitioner - Certification: ITIL Service Operation - Certification: Lean Six Sigma Black Belt - Certification: Master Certificate in Project Management - Certification: Master of Science in Project Management - Certification: MBA - Certification: MCSE - Certification: PMI CAPM - Certification: PMI PgMP - Certification: PMI PMP - Certification: PMI-RMP - Certification: Project + - Certification: Six Sigma Yellow Belt - Certification: Six Sigma Black Belt - Certification: Six Sigma DMAIC Green Belt
70	Summarize your current approach to serving Sou for- profit) and plans to grow utilization of your	Currently, we serve Members in each vertical with a specialized sales team dedicated to similarly situated accounts (government, education, or not-for-profit) to promote familiarity with the common technology trends for each vertical as well as gain expertise in handling various regulations or contracting norms for that part of the Member base. In addition to the specialized sales team, we segment our marketing along these verticals—creating special landing pages on cdwg.com and publishing magazines for each vertical, such as www.EdTechMagazine.com to give focus to the discreet issues facing Members which might be solved by technology. This platform has been a valuable resource for feedback to CDW•G from the community we serve; though we obviously need to feature some advertisement to fund the investment, we try to keep that activity to a minimum to showcase the message of solutions in the forefront. We intend to continue our sales team segmentation approach to serving Members because it wo us closer to the customer, increases understanding of their unique challenges and amplifies our Additionally, CDW•G is experiencing a transformation from a VAR into a solutions provider including robust services to compliment the products we have traditionally sold and enable better outcomes through a completely implemented and supported solution. Our logistics capabilities remain top-notch and we do not intend to cede any ground to the competition on our unmatched reputation for smooth transactions and reliable delivery. We are building atop that foundation with the same intense focus on bringing exceptional value, reliability and customer-focus to the service portfolio as it expands. Engineering talent will continue to mostly be arranged by technology—a wireless network requires deep understanding of the nuances of the connectivity and access point specifications for number of users, area served, materials used in the building—less knowledge about the customer segment. Our design specialists are trained to surface segment specific considerations, while the engineers maintain their expertise in the technology itself. Specific to the growth of Sourcewell, CDW•G will continue to work closely with Sourcewell to present the Sourcewell contract to new Members as an alternative to going through a time and resource-consuming RFP process. As demonstrated in the past, CDW•G can customize the Sourcewell agreement to meet the unique needs of each customer vertical. For example, we onboarded AWS with customer specific terms and conditions for K-12 Education. And we will work with Sourcewell to identify low-spend CDW•G customers that have successfully adopted other Sourcewell contracts. We've begun efforts like this before, and feel we have a good blueprint for CDW•G to build a plan with Sourcewell and leverage other Sourcewell contract partners, such as Grainger, to increase the number of members accessing the technology contract. CDW•G will reciprocate efforts with any non-competing Sourcewell contract partner to maximize Sourcewell's overall contract adoption, regardless of commodity.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as"Marketing Plan."

- Financial Strength and Stability - Financial Strength and Stability.zip - Tuesday August 13, 2019 07:37:56
- Marketing Plan/Samples - Marketing Plan Samples.zip - Tuesday August 13, 2019 07:38:08
- WMBE/MBE/SBE or Related Certificates - WMBEMBSBE or Related Certificates_CDW QNA Letter.pdf - Tuesday August 13, 2019 07:38:18
- Warranty Information - Warranty Information.zip - Tuesday August 13, 2019 07:38:32
- Pricing - Pricing.zip - Tuesday August 13, 2019 10:00:57
- Supplemental Pricing Documentation (if needed) - Supplemental Pricing Documentation.zip - Tuesday August 13, 2019 10:10:00
- Additional Document - Additional Documentation.zip - Tuesday August 13, 2019 11:47:45

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Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

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

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

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

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

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

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

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

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

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

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

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- Robert Kirby, President, CDW Government LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

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AMENDMENT #1
TO
SOURCEWELL CONTRACT #081419-CDW

This Amendment is by and between **Sourcewell** (Sourcewell) and **CDW Government LLC** (Vendor). Sourcewell and Vendor will be collectively known hereinafter as "Parties."

Vendor was awarded a Sourcewell Contract for Technology Catalog Solutions effective December 1, 2019, relating to the provision of services by Vendor and to Sourcewell and its Members.

The parties agree that certain terms within the Agreement shall be updated and amended and only to the extent as hereunder provided.

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.

2. Article 8 B. Administrative Fee is amended to add, "Upon written request of Vendor, Sourcewell will consider a reduction in Administrative Fees. The following Administrative Fee Reductions are approved through this amendment and remain in effect through the term of this Contract:

Affected Member:	**Approved Administrative Fee Reduction Through the Term of this Contract:**
National Sheriff's Association, Alexandria, Virginia	0.25%
State of Ohio Department Administrative Services	0.25%
Suffolk County Community College, New York	0.25%
Mansfield, Texas Independent School District	0.50%
All Florida State Universities Statewide	0.50%
University of Idaho	0.50%
All K-12 and HED in New York State	0.50%
University of Oregon	0.50%
All Oklahoma State Universities Statewide	0.50%
Tarrant County College District, Texas	0.50%
University of Maryland	0.50%

3. Notwithstanding the above, for all Sourcewell members, the Administrative Fee for Software shall be 0.25% and there shall be no fee for Chromebook hardware and Google Chrome License.

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4. The Agreement and any previous amendments are incorporated into this Amendment by reference.

Except as amended by this Amendment, the Agreement remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 2/25/2020 | 8:56 PM CST

CDW Government LLC

By: DocuSigned by: Robert F Kirby 7BE3F6B21781400...
Authorized Signature

Robert F Kirby
Name – Printed

Title: President, CDW Government LLC

Date: 2/25/2020 | 11:27 AM CST

APPROVED:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Authorized Signature

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 2/25/2020 | 9:00 PM CST

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

CHRISTOPHER PERRY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NNWF124	9/22/2023	BROTHER	5938989	$15,120.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Brother PocketJet 8 PJ-863 - printer - B W - direct thermal Mfg. Part#: PJ863 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	30	7109168	$419.00	$12,570.00
Brother Fanfold Case - printer carrying case - hard case Mfg. Part#: PA-FFC-810LHC Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	30	7202808	$85.00	$2,550.00

SUBTOTAL	$15,120.00
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$15,120.00**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF COCOA CITY OF COCOA 65 STONE ST RM 209 COCOA, FL 32922-7982 **Phone:** (321) 433-8558 **Payment Terms:** VISA	**Shipping Address:** CITY OF COCOA SUSAN LAMBERT 1226 W KING ST COCOA, FL 32922-8620 **Shipping Method:** UPS Ground (2- 3 Day)
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

John Vrablik | (877) 466-6333 | johnvra@cdwg.com

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$15,120.00	**$414.14/Month**	**$15,120.00**	**$475.98/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

• Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

• Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?

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About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

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Susan Lambert

From: Connor Williams
Sent: Monday, September 25, 2023 3:18 PM
To: Susan Lambert
Subject: Award Number 15PBJA-23-GG-03233-JAGX Notification

Susan,

FYI. We received the JAG award.

Thanks,

Connor

Connor Williams
Grants Writer – Economic Development Specialist

65 Stone Street • Cocoa, FL 32922
(321) 433-8684 cwilliams@cocoafl.gov
www.CocoaFL.gov

Serving our community with P.R.I.D.E!

From: Default <do-not-reply@ojp.usdoj.gov>
Sent: Friday, September 22, 2023 9:02 PM
To: Lora Howell <lhowell@cocoafl.gov>; Connor Williams <cwilliams@cocoafl.gov>; Connor Williams <cwilliams@cocoafl.gov>
Subject: DOJ Justice Grants System - Award Number 15PBJA-23-GG-03233-JAGX Notification

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

JUSTgrants
JUSTICE GRANTS SYSTEM

Congratulations! Application GRANT13959659 submitted under the 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation has been selected for an award. Please log into Justice Grants System (JustGrants) at https://justgrants.usdoj.gov to see award details.

For assistance logging into JustGrants, contact JustGrants.Support@usdoj.gov or 833-872-5175.

Prior to the Authorized Representative accepting the award, the Entity Administrator needs to assign a Financial Manager (responsible for submitting the Federal Financial Form), a Grant Award Administrator (responsible for submitting Grant Award Modifications, Performance Reports and Closeouts) and an Alternate Grant Award Administrator (responsible for submitting Grant Award Modifications) to the award.

To be eligible for payment, follow the Automated Standard Application for Payments (ASAP) recipient enrollment and login guidance at the JustGrants Website www.justicegrants.usdoj.gov. Please do not reply to this message. You can contact your grant manager Patrick Fines at 202-598-7516 and Patrick.Fines@usdoj.gov

For more information go to www.justicegrants.usdoj.gov
JustGrants is operated under the U.S. Department of Justice

RESOLUTION NO. 2023-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; 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, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; 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 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at the Regular City Council Meeting assembled on the 10th day of October, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-007-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 09/26/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 15,572	001-0000-331.20-28	GR2403	JAG Grant 2023-23-GG-03233	$ 0	$ 0	$ 15,572	$ 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
$ 15,572	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 15,572	001-2100-521.52-37	GR2403	Operating Supplies JAG 23-GG-03233	$ 0	$ 0	$ 15,572	$ 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
$ 15,572	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To accept the revenue and assign the expenditure for the JAG grant award. Agenda 23-613

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 10/10/23 RESOLUTION #: 2023-115

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Susan Lambert Digitally signed by Susan Lambert Date: 2023.09.26 08:00:17 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.10.04 09:36:42 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Patrick Dovale Digitally signed by Patrick Dovale Date: 2023.09.26 08:34:19 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.10.04 09:36:01 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 8/3/23 - IT

Legislation Details (With Text)

File #:	23-620	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	9/29/2023		**In control:**	City Council	
On agenda:	10/10/2023		**Final action:**		
Title:	Request approval of a Multi-Year Crossing Agreement between Florida East Coast Railway, LLC (FECR), City of Cocoa (Licensee), and Brightline Trains Florida LLC (Brightline); Authorize the City Mayor to execute the Agreement. (Interim Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa-FEC-BL-Crossing Agreement Modification Agreement-Final.pdf Crossings Maintenance Costs.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 29, 2023
Agenda Date: October 10, 2023
Prepared By: Abigail Morgan, P.E., Interim Public Works Director/City Engineer
Through: Stockton Whitten, City Manager
Requested Action:
Request approval of a Multi-Year Crossing Agreement between Florida East Coast Railway, LLC (FECR), City of Cocoa (Licensee), and Brightline Trains Florida LLC (Brightline); Authorize the City Mayor to execute the Agreement.

BACKGROUND:

Brightline Trains Florida LLC (Brightline) has developed an intercity passenger rail service from Miami to Orlando (the "Project"). Brightline has incurred the necessary and reasonable capital investments to complete the installation of crossing improvements at the Crossings to the extent required for the Project to comply with currently applicable laws regarding safety at public crossings and commence passenger rail service (the "Initial Development Cost").

The Agreement calls for the Crossings, as improved for the Project, shall continue to be governed by the Crossing Agreements between the City of Cocoa (Licensee) and FECR. In addition, the Licensee shall not be responsible for the Initial Development Cost, but shall be liable for any and all other costs due under the Crossing Agreements with respect to the Crossings as improved, provided, however, that Licensee shall be entitled to receive an estimate of any and all costs or expenses to be paid by Licensee pursuant to the Crossing Agreements at least ninety (90) days in advance of the date by which payment shall be due.

Based on the Agreement, Brightline shall assume all costs and amounts that, by previous or future agreement, would otherwise be charged to Licensee for grade crossing surface maintenance including structure capital maintenance and grade crossing signalization maintenance costs (excluding the railroad's charges for standard inspections of the crossing as set forth in the Florida Department of Transportation's Schedule of Annual Costs (as updated from time to time), the most recent version of which is attached as Exhibit B) ("Maintenance Costs") relating to all of Licensee's railroad crossings that are (a) used by both Brightline and FECR or their assigns, successors or lessees and (b) covered by existing or future FECR/Licensee crossing agreements including any amendments thereto or consolidations thereof for a period of sixteen (16) years or two full cycles of grade crossing surface maintenance as defined above, whichever is greater, commencing upon the date that an existing crossing structure at that individual railroad crossing is first used by Brightline, its assigns, successors or lessees for high speed rail revenue service from Orlando to Miami (the "Maintenance Moratorium").

According to Agreement Exhibit B, the annual Maintenance Costs excluded for the Maintenance Moratorium for a 2-Quadrant Flashing Lights and Gates with Multiple Tracks (W Highland Dr. crossing) and for a 4-Quadrant Flashing Lights and Gates with Multiple Tracks (Peachtree St. and Rosa L. Jones Dr.) will be $24,458.00 until June 30, 2026, at which time there will be CPI annual increases at every 5 year increment for the remaining years of the 16 year Agreement. Staff recommends entering into the Agreement.

STRATEGIC PLAN CONNECTION:

Comprehensive Plan Objective 2.1.14: Intermodal Facilities. The City shall coordinate with the Canaveral Port Authority, the Florida East Coast Railroad, and the Space Coast Executive Airport to maximize use of intermodal transportation nodes.

BUDGETARY IMPACT:

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

FY2024	
Amount Requested	$24,458
Account Number	001-3510-541.46-00
Account Name	Repair and Maintenance

This is a 16-year agreement with a cost of $24,458 until June 2026, at that time the cost will increase by the CIP every five years.

The FY24 Budget has sufficient funds for this maintenance cost, through the use of other budgeted maintenance costs (pavers).

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Request approval of a Multi-Year Crossing Agreement between Florida East Coast Railway, LLC (FECR), City of Cocoa (Licensee), and Brightline Trains Florida LLC (Brightline); Authorize the City Mayor to execute the Agreement.

October 3, 2023

Michael C. Blake, Mayor
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Re: Agreement between Florida East Coast Railway, L.L.C. ("FECR"), City of Cocoa, a municipal corporation of the State of Florida (the "Licensee") and Brightline Trains Florida LLC ("Brightline") with regard to the documents listed on Exhibit A hereto (as amended and assigned to date, the "Crossing Agreements" relating to the crossings referenced therein (the ("Crossings")

Dear Mr. Blake:

This letter shall serve to memorialize the agreement reached between Licensee, FECR and Brightline relating to the Crossing Agreements in existence that govern the Crossings (as such Crossings are more particularly defined in the Crossing Agreements) and terms relating to the construction, maintenance, and safety of such Crossings. Said Crossing Agreements are set forth on Exhibit A hereto. Specifically, and without modification to any other term, obligation or condition set forth in the Crossing Agreements, Licensee, FECR and Brightline hereby agree to the following terms and conditions, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties:

- Brightline is developing an intercity passenger rail service from Miami to Orlando (the "Project").
- Brightline shall incur the necessary and reasonable capital investments to complete the initial installation of crossing improvements at the Crossings to the extent required for the Project to comply with currently applicable laws regarding safety at public crossings and commence passenger rail service (the "Initial Development Cost"). It is acknowledged and agreed, however, that Brightline's commitment to cover the Initial Development Cost for the installation of crossings improvements at the Crossings for the Project shall not encompass the cost of any other improvements to the Crossings, including any improvements required or desired by Licensee such as those related to the establishment of quiet zones. The Initial Development Cost expressly excludes any and all costs related to such other improvements.

In consideration of the foregoing, Licensee confirms the following:

- The Crossings, as improved for the Project, shall continue to be governed by the Crossing Agreements between the City of Cocoa and FECR.
- The Licensee shall not be responsible for the Initial Development Cost, but shall be liable for any and all other costs due under the Crossing Agreements with respect to the Crossings as improved, provided, however, that Licensee shall be entitled to receive an estimate of any and all costs or expenses to be paid by Licensee pursuant to the Crossing Agreements at least ninety (90) days in advance of the date by which payment shall be due.
- Brightline is an intended third-party beneficiary of the Crossing Agreements, with the right to enforce the terms and conditions thereof.
- Brightline shall assume all costs and amounts that, by previous or future agreement, would otherwise be charged to Licensee for grade crossing surface maintenance including structure capital maintenance and grade crossing signalization maintenance costs (excluding the railroad's charges for standard inspections of the crossing as set forth in the Florida Department of Transportation's Schedule of Annual Costs (as updated from time to time), the most recent version of which is attached as Exhibit B) ("Maintenance Costs") relating to all of Licensee's railroad crossings that are (a) used by both Brightline and FECR or their assigns, successors or lessees and (b) covered by existing or future FECR/Licensee crossing agreements including any amendments thereto or consolidations thereof for a period of sixteen (16) years or two full cycles of grade crossing surface maintenance as defined above, whichever is greater, commencing upon the date that an existing crossing structure at that individual railroad crossing is first used by Brightline, its assigns, successors or lessees for high speed rail revenue service from Orlando to Miami (the "Maintenance Moratorium"). Brightline agrees to further provide that replacement, construction or reconstruction of crossing structures or equipment shall be completed in accordance with reasonable and customary standards for the construction, reconstruction, replacement, or installation of such improvements. This obligation of Brightline does not modify or remove Licensee's obligation to pay FECR under the Crossing Agreements but only entitles Licensee to be reimbursed by Brightline. FECR has no liability or responsibility if Brightline fails to reimburse Licensee.
- Brightline shall reimburse Licensee for Maintenance Costs paid to FECR within thirty (30) days of receipt of invoice for same from Licensee.
- Except as expressly provided herein with regard to the planned improvements to the Crossings, the Initial Development Cost and Brightline's beneficiary status, all of the terms, conditions, covenants,

agreements, and understandings contained in the Crossing Agreements shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the Licensee. This includes, without limitation, the Licensee's continuing obligations related to construction, maintenance, safety, future changes and upgrades to the Crossings and the reimbursement of costs, all of which would continue to be governed by the Crossing Agreements.

If these terms are acceptable, please sign this letter in the space provided at the end of this signature page and return that signed document to us. To facilitate this process, it is agreed that this letter may be executed in counterparts, each of which will be deemed to be an original copy of this letter and all of which, when taken together, will be deemed to constitute one and the same agreement. It is also agreed that signed counterparts may be transmitted electronically (as an Adobe PDF file) or by facsimile, and that delivery in that way shall have the same force and effect as the delivery of original signatures. Also, this letter will be construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles. Please understand, however, that the terms of this letter and any offer presented herein will expire and shall be null and void on the date that is 120 days of the date hereof if it has not been executed and returned to us by then.

Sincerely,

Brightline Trains Florida LLC

By: _____

Print Name:_____

Print Title: _____

Florida East Coast Railway L.L.C.

By: _____

Print Name: _____

Print Title: _____

AGREED, ACKNOWLEDGED AND CONFIRMED:

City of Cocoa, a municipal corporation of the State of Florida

By: _____

Print Name: _____

Print Title: _____

Exhibit A

Crossing Agreements Listing

Location	Mile Post	Street Name	DOT #	Agreement Holder	License Agreement Date
Cocoa	172+2357	West Highlands Drive	272866L	City of Cocoa	11/13/73
Cocoa	172+4761	Peachtree Street	272096S	City of Cocoa	02/01/77
Cocoa	173+2711	Poinsett Drive	272099M	City of Cocoa	02/28/68

Exhibit B

STATE OF FLORIDA DEPARTMENT OF TAANSPORTATION

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES ANNUAL MAINTENANCE COSTS

725-090-41
RAIL
06121

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & RIVI/ NUMBER	FAP NUMBER

COMPANY NAME _____

A. FDOT/AAR XING NO.:_____ RR MILE POST TIE:_____

B. TYPE SIGNALS PROPOSED: _____ CLASS: _____ DOT INDEX:

SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

Annual Maintenance Cost Exclusive of Installation

CLASS	DESCRIPTION	COST*
	2-Quadrant Flashing Lights with One Track	$2,608.00
II	2-Quadrant Flashing Lights with Multiple Tracks	$3,451.00
Ill	2-Quadrant Flashing Lights and Gates with One Track	$3,934.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	$4,940.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	$7,777.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	$9,759.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2021 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

Annual Crossing Maintenance Costs

Crossing	Type	Cost
Highland Dr.	2-Quadrant Flashing Lights and Gates with Multiple Tracks	$4,940.00
Peachtree St.	4-Quadrant Flashing Lights and Gates with Multiple Tracks	$9,759.00
Rosa L Jones Dr.	4-Quadrant Flashing Lights and Gates with Multiple Tracks	$9,759.00
	Total	**$24,458.00**

Legislation Details (With Text)

File #:	23-603	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/22/2023			**In control:**	City Council
On agenda:	10/10/2023			**Final action:**	
Title:	Conduct a Public Hearing to accept the Assessment of Fair Housing (AFH) analysis and report and hold a public hearing on the adoption of the 2023-2028 Affirmatively Furthering Fair Housing (AFFH) Plan, for the City's Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) grant programs. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Brevard County AFH Draft 8.22.2023.pdf AFH NOTICE_20230824091622.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 22, 2023
Agenda Date: October 10, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Conduct a Public Hearing to accept the Assessment of Fair Housing (AFH) analysis and report and hold a public hearing on the adoption of the 2023-2028 Affirmatively Furthering Fair Housing (AFFH) Plan, for the City's Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) grant programs.

BACKGROUND:

Brevard County, Florida, and the cities of Cocoa, Melbourne, Palm Bay, and Titusville receive federal funding from the U.S. Department of Housing and Urban Development (HUD) to support affordable housing and community development programs that serve low-and moderate-income individuals in the community. As a condition of receiving HUD funding, Brevard County and the cities must abide by federal requirements under Title VIII of the Civil Rights Act of 1968, commonly known as the Fair Housing Act. The Fair Housing Act requires federal agencies such as HUD and grantees of federal funding for housing programs to affirmatively further the policies and purposes of the Fair Housing Act, a mandate which is known as "affirmatively furthering fair housing" (AFFH).

To demonstrate compliance with AFFH, grantees must take meaningful steps to address fair housing concerns in their communities, work to overcome segregation, and promote inclusive communities without barriers that limit access to opportunity based on the seven federally protected classes.

These include race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability.

Brevard County and the cities of Cocoa, Melbourne, Palm Bay, and Titusville jointly funded this Assessment of Fair Housing (AFH) to collect and analyze recent data and community input on the fair housing challenges facing the county. The AFH combines data analysis and information gathered through a comprehensive community engagement process to identify fair housing issues across the county and outline goals and actions to address them.

The Brevard County HOME Consortium outlined specific goals and action steps to pursue over the next few years to address some of the fair housing issues and contributing factors identified in the AFH. Under Cocoa's Fair Housing Action Plan, the following goals were identified as a target/objective for the next few years:

- Increase first-time homeownership opportunities for households earning less than 90% AMI
- Support the rehabilitation and preservation of affordable housing units for lower-income homeowners
- Improve the CDBG and HOME Grant application procedures
- Enhance partnerships with local agencies to increase participation in funding opportunities for affordable housing

There was a 30-day public comment period from August 25, 2023 to September 24, 2023 for the 2023-2028 Affirmatively Furthering Fair Housing Plan. During this period a draft was available for review at the City Clerk's Office and on the Brevard County Housing website. No comments were received as part of Cocoa's public review period. Each agency is presenting this plan to their governing bodies for approval, with the final hearing by Brevard County after all cities have held their hearing.

Staff requests acceptance of the Assessment of Fair Housing (AFH) analysis and report and hold a public hearing on the adoption of the 2023-2028 Affirmatively Furthering Fair Housing (AFFH) Plan, for the City's Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) grant programs. Only one public hearing is required for approval and acceptance.

STRATEGIC PLAN CONNECTION:

Promote affordable housing initiatives in Brevard County

BUDGETARY IMPACT:

Budgeted N/A
No additional funding will be allocated to the City as all funds will be administered by Brevard County for any projects within the County and approved by the Consortium.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Conduct a Public Hearing to accept the Assessment of Fair Housing (AFH) analysis and report and hold a public hearing on the adoption of the 2023-2028 Affirmatively Furthering Fair Housing (AFFH) Plan, for the City's Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) grant programs.











Assessment of Fair Housing

Brevard County HOME Consortium

Draft
August 2023

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I. Executive Summary

Overview of the Assessment of Fair Housing

Brevard County, Florida, and the cities of Cocoa, Melbourne, Palm Bay, and Titusville receive federal funding from the U.S. Department of Housing and Urban Development (HUD) to support affordable housing and community development programs that serve low- and moderate-income individuals in the community. As a condition of receiving HUD funding, Brevard County and the cities must abide by federal requirements under Title VIII of the Civil Rights Act of 1968, commonly known as the Fair Housing Act. The Fair Housing Act requires federal agencies such as HUD and grantees of federal funding for housing programs to affirmatively further the policies and purposes of the Fair Housing Act, a mandate which is known as "affirmatively furthering fair housing" (AFFH).

To demonstrate compliance with AFFH, grantees must take meaningful steps to address fair housing concerns in their communities, work to overcome segregation, and promote inclusive communities without barriers that limit access to opportunity based on the seven federally protected classes. These include race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability.

Brevard County and the cities of Cocoa, Melbourne, Palm Bay, and Titusville jointly funded this Assessment of Fair Housing (AFH) to collect and analyze recent data and community input on the fair housing challenges facing the county. The AFH combines data analysis and information gathered through a comprehensive community engagement process to identify fair housing issues across the county and outline goals and actions to address them.

Key Themes Identified in the AFH

Through data analysis and community engagement, the AFH identified several fair housing issues and contributing factors across Brevard County. Fair housing issues are conditions in a community that restrict fair housing choice or access to opportunity such as segregation, lack of integration, racially or ethnically concentrated areas of poverty (R/ECAPs), significant disparities in access to opportunity, disproportionate housing needs, and evidence of discrimination or violations of civil rights laws or regulations related to housing. Contributing factors are phenomena that create, contribute to, perpetuate, or increase the severity of one or more fair housing issues.

Fair Housing Issues in Brevard County

- There is no local fair housing agency located in Brevard County to receive fair housing complaints, investigate concerns, coordinate education and outreach efforts, and enforce fair housing laws.

- Housing voucher recipients face discrimination in the rental housing market from landlords who will not rent to them for reasons such as prejudice against voucher holders or unwillingness to work with government programs.
- The limited supply of and high demand for rental housing allows landlords to use more stringent screening criteria for applicants regarding eviction and credit history, criminal justice involvement, and pets. Some stakeholders shared that landlords may refuse to rent to individuals and households in protected groups such as families with children, people of color, multiracial families, and older adults (55+).
- More affordable housing units are needed throughout the county for all types of populations. The lack of affordable housing options limits housing choices.
- In some close-knit communities, tenants are afraid of submitting fair housing complaints due to possible landlord retaliation, whether from existing landlords or potential future landlords.
- Environmental hazards are a concern in some areas with contamination. The Live Local Act allows for affordable housing development in industrial, commercial, and mixed-use zones, which could uncover issues with affordable housing placement in areas with environmental hazards and health risks.
- Predatory lending and foreclosures are a concern in some areas across Brevard County.
- Seniors with low, fixed incomes have a need for home rehabilitation, accessibility improvements, and home modifications to help them age in place and maintain their housing.
- Several banks in the mid-Florida/Brevard County area failed to properly maintain real estate-owned (REO) properties in predominantly Black/African American and Hispanic/Latino communities. Poorly maintained REO properties reduced surrounding property values and adversely impacted communities of color.

Contributing Factors to Fair Housing Issues in Brevard County

- There are opposition groups that organize against affordable housing projects or alternate housing options across the county, which can prevent the development of affordable housing options.
- Individuals and families can face sudden, sharp increases in housing costs, particularly for rent. This can price them out of communities with opportunities, force them to relocate, and make it harder to make ends meet.
- Many low-income seniors have difficulty getting transportation to medical appointments. For those with fixed incomes and limited housing options, the lack of accessibility to community resources and amenities can have dire consequences for their well-being.
- Seniors with low, fixed incomes are less likely to be able to afford increased housing costs or upkeep costs to maintain their homes.

- Households on fixed incomes and families earning less than 80 percent area median income (AMI) are at an increased risk of homelessness or housing instability. Households earning 80–90 percent AMI often do not qualify for many assistance programs but would benefit from services to help them remain housed.
- The Live Local Act offers new tools to encourage the development of affordable housing; however, there are not many developers looking to construct high-density affordable housing in Brevard County.
- Insurance costs and requirements have a big impact on driving up the cost of housing for rental units and homeowner units in Brevard County.
- The private market has few restraints in increasing rent.
- Shelter space is needed for all populations but is particularly hard to find for families with children. It is difficult to find nonprofit organizations or agencies that can operate shelters.
- Development costs can be cost-prohibitive in some areas, such as communities with infrastructure limitations. This can limit the construction of affordable housing projects.
- Evictions have increased since the end of pandemic moratoriums and have remained high in some areas across Brevard County.

Next Steps Outlined in the AFH

The Brevard County HOME Consortium (Consortium) outlined specific goals and action steps to pursue over the next few years to address some of the fair housing issues and contributing factors identified in the AFH. Among the fair housing issues identified, the lack of a local fair housing organization is a concern for the county as there is no countywide fair housing infrastructure in place to receive fair housing complaints, investigate concerns, coordinate education and outreach efforts, and enforce fair housing laws. The Consortium intends to work with its partner organizations to develop a fair housing strategy to coordinate and align education and outreach efforts across the county, outline strategies for serving the community given limited resources, and work with interested parties to explore options for re-establishing a local fair housing organization in Brevard County.

Each member of the Consortium also outlined its own goals and action steps to address fair housing issues over the next few years. The AFH identified the lack of affordable housing options for lower-income households as a major contributing factor of fair housing concerns. Members of the Consortium, therefore, intend to continue and improve existing housing and service programs to develop, rehabilitate, and preserve affordable housing across the county. Lastly, members of the Consortium will spend the next several months reviewing local codes and ordinances to outline strategies to utilize new statutory tools provided under the Live Local Act to encourage affordable housing development while considering the needs of various planning efforts related to housing, transportation, and more.

II. Introduction

Overview

Brevard County, Florida receives federal funding from HUD through the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs to support affordable housing and community development initiatives serving low- and moderate-income individuals in the community. Brevard County and four cities in Brevard County—Cocoa, Melbourne, Palm Bay, and Titusville—formed the Consortium to receive federal HOME funds to help meet the community's affordable housing needs. Brevard County is the lead entity for the Consortium and administers HOME funds on behalf of its members. Brevard County and the four cities receive separate allocations of CDBG funds.

Title VIII of the Civil Rights Act of 1968, commonly known as the Fair Housing Act, requires that HUD affirmatively further the goals and purposes of the Fair Housing Act. This mandate to "affirmatively further fair housing" (AFFH), also applies to recipients of HUD funding. As such, HUD requires that grantees of federal funds take meaningful steps to overcome patterns of segregation and promote inclusive communities that are free from barriers that limit access to opportunity based on the seven federally protected classes, including race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability.

Although HUD's specific requirements for grantees to demonstrate compliance with AFFH have varied over the past several years and are currently in flux, the Consortium prepared this AFH to gather updated information about the fair housing landscape in Brevard County and assist program staff in activities that enhance fair housing choice and access to opportunity in the community.

Purpose of the AFH

There are several purposes of an AFH. One is for jurisdictions that receive HUD funding to demonstrate that they are taking meaningful actions to affirmatively further fair housing and are in compliance with the Fair Housing Act. Another is for communities to assess and identify the factors that create, perpetuate, or worsen fair housing issues in their jurisdiction and outline specific action steps to address those identified issues. An AFH is also a useful tool for jurisdictions to collect recent data on fair housing issues to inform programs, provide fair housing information to members of the public, and reaffirm working relationships with partners on activities to enhance fair housing choice.

Status of Federal Fair Housing Requirements

Federal fair housing rules and regulations outlining how communities must comply with AFFH are currently changing. Fair housing requirements for communities tend to be highly politicized and, as such, federal rules and regulations have changed several times over the past few years as new administrations come and go (Figure 1).

Figure 1: Overview of Federal Fair Housing Planning Requirements

Analysis of Impediments

- HUD outlined the requirements for communities to develop an Analysis of Impediments to Fair Housing Choice (AI) in 1994. The AI included data analysis, community engagement, and an action plan for jurisdictions to address identified fair housing issues in the community.
- The AI commonly coincided with other planning efforts such as the Consolidated Plan, Annual Action Plan, and Public Housing Authority (PHA) Plan.
- The AI demonstrated that the community was engaging in fair housing planning. Communities also submitted an annual ceritification that the jurisdiction is working toward AFFH as a condition of receiving federal grant funds.

Assessment of Fair Housing

- In 2015, HUD established the requirement for communities to develop an AFH instead of completing an AI. The AFH included more extensive data analysis than the AI and intended for communities to make greater commitments to address fair housing issues.
- Jurisdictions were required to submit their AFH to HUD for review. Communities continued to submit an annual ceritification that the jurisdiction is prioritizing AFFH as a condition of receiving federal grant funds.

Preserving Community and Neighborhood Choice

- In 2020, HUD rescinded and replaced the 2015 AFFH rule with the "Preserving Community and Neighborhood Choice" rule that reverted back to HUD's pre-1994 interpretation of the 1968 Fair Housing Act's obligation for AFFH.
- Jurisdictions were not required to conduct fair housing planning, but instead needed to certify that they would take proactive steps to promote fair housing.

Interim Rule

- In 2021, HUD adopted the Interim Final Rule "Restoring Affirmatively Furthering Fair Housing Definitions and Certifications," which restored the definitions and AFFH certifications from the 2015 rule but did not require jurisdictions to conduct any specific fair housing planning process.
- Communities went back to submitting an annual ceritification that the jurisdiction is prioritizing AFFH as a condition of receiving federal grant funds.

AFFH Proposed Rule

- In February 2023, HUD issued an AFFH Proposed Rule in the Federal Register asking for public comment on a proposed new process for fair housing planning that would require communities to develop an Equity Plan following comprehensive community input. The proposed rule indicates HUD's shift toward greater community participation in identifying and developing steps to address fair housing issues.
- The public comment period for the proposed rule closed in April 2023 and HUD will spend the next several months reviewing comments and developing the final rule.
- In the meantime, communities have the option to develop a fair housing plan similar to the AI or AFH, but since there is no official fair housing planning process in place, jurisdictions have leeway in how they conduct planning efforts in the interim.
- Communities are still required to submit an annual ceritification that the jurisdiction is prioritizing AFFH as a condition of receiving federal grant funds.

More information about fair housing can be found on HUD.gov.

AFH Development Process

Although communities are not currently required to conduct a specific type of fair housing planning, the Consortium developed this AFH to collect and analyze recent data and community input on the fair housing challenges facing Brevard County. The Consortium's last fair housing plan was an AI produced in 2009. Consortium staff wanted to have updated fair housing data to help guide the Consortium's efforts to promote fair housing choice across the county.

Since there is currently no federal fair housing planning process in place, the Consortium had some flexibility in how it chose to develop this AFH. It is important to note that although the Consortium refers to this plan as an AFH, the document does not contain all of the required prompts of the 2015 AFH requirements. Instead, the Consortium opted to tailor the AFH outline to better suit the county's needs by restructuring the format and including more information on the role of the private and nonprofit sectors in fair housing choice. The AFH combines data analysis and information gathered through a comprehensive community engagement process to identify fair housing issues across the county and outline goals and actions to address them.

Community Engagement Process

The Consortium conducted engagement activities with both stakeholder organizations and the public as part of the AFH process.

Community Stakeholder Engagement Process

The Consortium aligned the community stakeholder engagement process for the AFH with the community engagement processes for the Consortium's 2023–2027 Consolidated Plan and 2022 HOME American Rescue Plan (HOME-ARP) Allocation Plan to leverage local resources across multiple planning efforts and incorporate stakeholder input gathered from a wide range of organizations, agencies, and service providers. The combined engagement activities helped illuminate fair housing issues that intersect with the varying areas of expertise among community organizations.

The community engagement activities for the Consolidated Plan and HOME-ARP Allocation Plan included fair housing as a central component, enabling the Consortium to collect targeted information from stakeholder organizations on the fair housing needs and challenges impacting Brevard County.

Engagement activities primarily took place from April to December 2022. Initial engagement efforts focused largely on the Consolidated Plan and AFH and included four topic-oriented stakeholder sessions and four facilitated discussions at regularly scheduled group meetings. Following these sessions and meetings, the Consortium began engagement activities to gather input for the HOME-ARP Allocation Plan, which involved distributing an online stakeholder survey and attending seven regularly scheduled group meetings. Overall, the Consortium gathered input from 57 organizations working across Brevard County. Table A-1 in the Appendix lists all the organizations consulted during the consultation process and Table A-2 summarizes the engagement activities.

Key Themes from the Community Engagement Process

Through the consultation process, several key themes emerged. Stakeholders noted that Brevard County no longer has a local fair housing organization to receive fair housing complaints, investigate concerns, coordinate education and outreach efforts, and enforce fair housing laws. The county previously had a long-standing organization called The Fair Housing Continuum, Inc. that served this role; however, the agency is no longer in operation. As a result, members of the Consortium and local service providers refer community members to federal, state, and regional fair housing service providers.

Stakeholders also described how many communities in Brevard County are becoming increasingly less affordable to residents. Low-income and even middle-income households have limited housing options and for many, housing that is available is not affordable. Among homeowners, the high cost of homeowners' insurance has a considerable impact on driving up the cost of housing. Specific populations, such as low-income seniors on fixed

incomes, struggle to afford sharp increases in housing costs and the upkeep required to maintain their homes.

For renters, increases in rent in the private market have priced many households out of communities and exacerbated challenges with securing rental units, particularly for recipients of assistance vouchers. Stakeholders explained that voucher recipients often struggle to locate units that are affordable to them even with the use of a voucher and that many face landlords who are unwilling to rent to them out of prejudice or because they are not willing to work with government programs. With the supply of rental units low and demand for units high, landlords can impose more stringent criteria when selecting prospective tenants.

Stakeholders reported that landlords have turned people away due to poor credit, eviction histories, criminal backgrounds, and pets as well as on the basis of a protected class such as having children, being of a particular race, being a multiracial household, or due to an individual's age. In addition, some stakeholders described how tenants who are experiencing issues with their landlords—ranging from fair housing concerns to problems with their unit—may be reluctant to bring forth complaints for fear of retaliation from current and future landlords. Stakeholders described how in smaller, close-knit communities where many residents know each other, tenants may feel that voicing concerns would prompt them to be evicted from their current housing situation or for future landlords to refuse to rent to them.

Stakeholders also described a variety of challenges surrounding the development of affordable housing. Barriers including the increased cost of construction for labor, materials, and land; limited funding opportunities; local opposition to affordable housing development projects; infrastructure limitations in some areas; and limited interest from developers to construct high-density affordable housing make it difficult for communities to add to the housing stock. Other providers noted that there is a limited outflow of households that are occupying subsidized housing units to the private market. This limits the availability of assisted housing programs for other households in need and contributes to longer waitlists.

Public Participation Process

As the lead of the Consortium, Brevard County will lead the public participation process for the AFH. The Consortium will seek feedback from the general public on the draft AFH through a public comment period and will hold public hearings in front of the city councils for the cities of Cocoa, Melbourne, Palm Bay, and Titusville as well as the Brevard County Board of County Commissioners. Table 1 lists the date, time, and location of the public hearing for each member of the Consortium.

Table 1: AFH Public Hearing Date, Time, and Location for Each Consortium Member

Public Hearing	Date and Time	Location
Cocoa Public Hearing to Review and Approve the Assessment of Fair Housing	October 10, 2023 at 6:00 PM	Cocoa City Hall Council Chambers 65 Stone Street Cocoa, FL 32922
Melbourne Public Hearing to Review and Approve the Assessment of Fair Housing	October 2, 2023 at 6:30 PM	Melbourne City Hall Council Chambers 900 E. Strawbridge Avenue Melbourne, FL 32901
Palm Bay Public Hearing to Review and Approve the Assessment of Fair Housing	October 5, 2023 at 6:00 PM	Palm Bay City Hall Council Chambers 120 Malabar Road S.E. Palm Bay, FL 32907
Titusville Public Hearing to Review and Approve the Assessment of Fair Housing	September 26, 2023 at 6:30 PM	Titusville City Hall Council Chambers 555 Washington Avenue Titusville, FL 32496
Public Hearing for the Brevard County Board of County Commissioners to Review and Approve the Assessment of Fair Housing	October 24, 2023 at 9:00 AM	Brevard County Government Center Board Room 2725 Judge Fran Jamieson Way Viera, FL 32940

During the public hearings, the Consortium will respond to requests for information from interested parties. To raise awareness and encourage public participation in the AFH, each member of the Consortium will post a public notice in newspapers including Florida Today and Al Dia.

The Consortium will follow the public participation requirements outlined in each member's Citizen Participation Plan regarding the AFH and broadening public participation to ensure reasonable accommodations for persons with disabilities.

The Consortium will publish the draft AFH on each member's website to solicit comments from the public. In addition, each member of the Consortium will hold a public hearing on the draft AFH in front of the city councils and the Brevard County Board of County Commissioners, which will provide another opportunity for public comment on the draft. In its public notices, the Consortium will provide the name and contact information for individuals to request any accommodations regarding the public hearing, public comment period, and/or access to the draft AFH.

The Consortium's public comment period will be held from August 25 to September 24, 2023. Table 1 outlines the date, time, and locations for each public hearing.

Following the adoption of the AFH, this document will be updated to include a summary of any comments received and an explanation for why any comments or recommendations were not accepted.

III. Fair Housing Laws

Overview

This section describes the various federal, state, and local laws, regulations, and case laws related to fair housing and discrimination protections for residents of Brevard County.

Federal Fair Housing Laws

All municipalities in the United States, including Brevard County and the cities of Cocoa, Melbourne, Palm Bay, and Titusville, are subject to the Fair Housing Act, administered and enforced by HUD, and other federal housing laws such as the Housing for Older Persons Act of 1995 (HOPA) and the Fair Housing Amendments Act (FHAA).

Fair Housing Act

In 1968, Congress passed the Civil Rights Act after years of advocacy in the United States against overt discrimination and segregation in the sale and rent of housing based on race, national origin, skin color, gender, and religion. The 1988 FHHA added additional protections for familial status (e.g., women who are pregnant or the presence of children under 18) and disability.

The Fair Housing Act applies to almost any person or group involved with housing in the United States including landlords, realtors, homeowners' associations (HOAs), mortgage lenders, and homeowner's insurance companies. Under the Fair Housing Act, it is illegal to discriminate on the basis of race, religion, color, sex, national origin, familial status, or disability. The following are examples of actions that are violations of the Fair Housing Act when made on the basis of protected class:

- Refusing to rent or sell housing.
- Refusing to negotiate for housing.
- Otherwise making housing unavailable.
- Setting different terms, conditions, or privileges for the sale or rental of a dwelling.
- Providing a person with different housing services or facilities.
- Falsely denying that housing is available for inspection, sale, or rental.
- Making, printing, or publishing any notice, statement, or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination.
- Imposing different sales prices or rental charges for the sale or rental of a dwelling.
- Using different qualification criteria (such as different procedures, documents, or information) for rental standards, applications, income standards, application requirements, application fees, credit analyses, sale approval, or rental approval.

- Evicting a tenant or a tenant's guest.
- Harassing a person.
- Failing or delaying performance of maintenance or repairs.
- Limiting privileges, services, or facilities of a dwelling.
- Discouraging the purchase or rental of a dwelling.
- Assigning a person to a particular building, neighborhood, or section of a building or neighborhood.
- For profit, persuading or trying to persuade homeowners to sell their homes by suggesting that people of a particular protected characteristic are about to move into the neighborhood (referred to as "blockbusting").
- Refusing to provide or discriminate in the terms or conditions of homeowner's insurance because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling.
- Denying access to or membership in any multiple listing service or real estate brokers' organization.
- Refusing to make a mortgage loan or provide other financial assistance for a dwelling.
- Refusing to provide information regarding loans.
- Imposing different terms or conditions on a loan, such as different interest rates, points, or fees.
- Discriminating in appraising a dwelling.
- Conditioning the availability of a loan on a person's response to harassment.
- Refusing to purchase a loan.

Under the Fair Housing Act, it is also illegal to threaten, coerce, intimidate, or interfere with anyone exercising a fair housing right or assisting others who exercise the right or retaliate against a person who has filed a fair housing complaint or assisted in a fair housing investigation.

FEDERALLY PROTECTED CLASSES UNDER THE FAIR HOUSING ACT

- Race
- Color
- National Origin
- Religion
- Sex
- Familial Status
- Disability

Certain types of housing are exempt from federal fair housing laws, such as owner-occupied buildings with four or fewer units, single-family homes sold or rented by the owner without an agent, and housing operated by religious organizations or private clubs that are limited to members.

While the State of Florida and local laws may offer additional protections, they cannot override the protections provided by the Federal Fair Housing Act.

Some examples of housing practices that violate the Fair Housing Act include the following:

- The manager of an apartment complex restricts families with children to only one section of the building.
- A landlord offers a discount on application fees to applicants who attended a specific high school.
- A realtor lies about a home having a pending offer when showing it to a couple who do not speak English proficiently.
- An apartment manager runs a credit check on applicants under 30 years old but not on older applicants.

Housing for Seniors

The 1995 HOPA creates an exception to Title VIII of the Fair Housing Act to allow for housing developments for seniors (referred to as "older persons" in the law). HOPA offers exceptions to discrimination based on family status for housing specifically designed for elderly individuals. To qualify for this exception, the housing must meet certain criteria and comply with all HOPA exemption requirements. The housing may be provided under a state or federal program designed to assist elderly persons or intended for and solely occupied by those at least 62 years old. Alternatively, the housing may be intended and operated for occupancy by those who are at least 55 years old, with at least 80 percent of the units having at least one occupant verified to be 55 years of age or older.

All other Fair Housing Act protections apply to housing for seniors including the prohibition of discrimination on the basis of race, color, religion, sex, disability, or national origin.

Advertising

All types of housing advertising are governed by the Fair Housing Act, including paper flyers, newspaper ads, advertising on websites, and lawn signs. Advertisements cannot show a preference, limitation, or discrimination based on a protected class. Examples of illegal advertisements are:

- A lawn sign outside an apartment building that includes "Sorry, no kids."
- A realtor's flyer for an open house that is only distributed in local churches.
- Website ads claiming an apartment is "Perfect for young professionals."

The National Fair Housing Alliance recommends that instead of focusing on who an ideal tenant would be or what type of person would likely not like a housing unit, an advertisement for housing should focus on the property characteristics and the amenities. Advertisements should be available to a broad number of people.

Additional Protections for Persons with Disabilities

Housing providers are required to make reasonable accommodations and allow reasonable modifications for persons with disabilities to remove barriers under the Fair Housing Act. The FHAA, signed in 1988, amended the Fair Housing Act to include persons with disabilities as a protected class and added additional regulations for policy accommodations and building modifications.

Under the FHAA, a person with a disability includes individuals with a physical or mental impairment that substantially limits one or more major life activities; individuals who are regarded as having such an impairment; and individuals with a record of such an impairment. "Major life activities" include walking, seeing, caring for oneself, hearing, speaking, breathing, learning, and working. Disabilities may also include mental or emotional illness, difficulties associated with aging, HIV/AIDS, and recovering from alcohol or drug addiction (completing a treatment program).

If a person requires the use of a walker, a wheelchair, a personal-care attendant, or a service animal to live in and enjoy housing in a way that is equivalent to a person without a disability, they are protected from housing discrimination.

An "accommodation" is a change in any rule, policy, procedure, or service needed for a person with a disability to have equal access to and enjoyment of their home. For example, allowing a service animal despite a "no pets" policy or allowing a tenant to mail in a rent check when others must physically deliver checks to a drop box.

A "modification" is a structural change made to the existing premises occupied or to be occupied by a person with a disability to afford such person full enjoyment of the premises. A ramp installed into the front entrance of a house where there are only stairs, changing doorknobs to levers for someone with a mobility disability, or allowing a tenant with a sight impairment to install visual doorbells are all examples of reasonable modifications.

Like other housing discrimination laws, protections for people with disabilities apply to rental and owner-occupied housing, government zoning and other land-use planning, and HOAs.

AFFH Mandate and Discriminatory Effects

The Fair Housing Act requires HUD and all its program participants, including Brevard County and the cities of Cocoa, Melbourne, Palm Bay, and Titusville, to affirmatively further fair housing. The law directs HUD to "ensure that the agency and its program participants proactively take meaningful actions to overcome patterns of segregation, promote fair housing choice, eliminate disparities in opportunities, and foster inclusive communities free from discrimination."

In February of 2023, HUD published a Notice of Proposed Rulemaking called "Affirmatively Furthering Fair Housing" in the Federal Register that outlines requirements for HUD and grant recipients to comply with the AFFH mandate. The public comment period for the proposed rule closed in April 2023 and HUD will spend the next several months reviewing comments and preparing the Final Rule. The proposed rule indicates HUD's shift toward greater community participation in the identification of a jurisdiction's fair housing issues and the development of action steps to address them. Until HUD publishes the Final Rule, communities are encouraged to continue fair housing planning efforts in a form similar to the AI or AFH.

In addition to banning overt forms of discrimination on the basis of protected classes, the Fair Housing Act also bans policies and practices that have an unjustified discriminatory effect on protected groups. This means that policies and practices that may seem neutral but are shown to have a disparate impact on a protected group or create, perpetuate, or enhance segregation are prohibited under the Fair Housing Act regardless of the policy or practice's intent. While HUD's specific interpretation of how to determine whether a practice has a discriminatory effect has shifted over the past decade with different administrations, HUD published a Final Rule in the Federal Register in March 2023 that restores the 2013 Final Rule that codified the "Discriminatory Effects Standard." This standard outlines a three-part burden-shifting framework based on decades of HUD and civil rights legal casework. In general, the standard requires that a plaintiff in a discriminatory effects case first demonstrate that a practice has caused or will cause a discriminatory effect on a protected class. Next, the defendant must prove that the practice is necessary to achieve a non-discriminatory and legitimate interest. If the latter is established, the plaintiff can still prevail if they can demonstrate that the non-discriminatory and legitimate interest is achievable through a less discriminatory practice.

Other Federal Laws

Housing design and construction are also subject to federal accessibility requirements under the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973 (Section 504). Section 504 states that "no qualified individual with a disability in the United States shall be excluded from, denied the benefits of, or be subjected to discrimination under" any program or activity that receives federal financial assistance.

The law applies to housing with five or more units funded with federal funds, requiring accessibility features in some dwelling units (units located on an accessible route that can be approached, entered, and used by individuals with physical disabilities) and all public areas in all new construction or substantial rehabilitation. At least five percent of new construction units in a federally funded development (or at least one unit) must meet accessibility standards for people with physical disabilities, and at least two percent (or at least one unit) must meet accessibility standards for hearing or visual disabilities. The standards for these units are found in the Uniform Federal Accessibility Standards.

State and local governments also need to ensure that people with disabilities can equally benefit from all their programs, services, and activities. Title II of the ADA applies to state and local governments, regardless of federal funding sources, and covers almost all aspects of state and local government functions. The ADA has requirements that influence public education, voting, employment, transportation, recreation, health care, social services, courts, and town meetings. These requirements may affect, for example, how those with disabilities can participate in meetings regarding accessibility policy and regulation changes, planning for infrastructure within neighborhoods, and the design of government buildings.

Table 2 outlines additional federal laws, executive order, and regulations that impact fair housing and provide protections against discrimination.

Table 2: Other Federal Laws and Regulations Impacting Fair Housing

Federal Law/Regulation	Brief Description
Title VI of the Civil Rights Act of 1964	Title VI prohibits discrimination against any person on the basis of race, color, and national origin in programs and activities that received federal funding.
Age Discrimination Act of 1975	This Act prohibits discrimination on the basis of age in programs and activities that receive federal funding.
Violence Against Women Act of 1994	The Violence Against Women Act provides housing protections for people who have previously or are currently experiencing domestic violence, sexual assault, dating violence, or stalking and are applying for or living in housing units that receive federal funding.
Equal Credit Opportunity Act of 1974	This Act prohibits discrimination on the basis of race, color, religion, national origin, sex, marital status, age, receipt of public assistance, or good faith exercise of any rights under the Consumer Credit Protection Act. Creditors must also provide applicants with the reasons they were denied credit, if it is requested.
Consumer Credit Protection Act Of 1968	This Act provides protections for consumers from creditors, banks, and credit card companies by requiring the full disclosure of the terms and conditions of finance charges in credit transactions and offers to extend credit.
Home Mortgage Disclosure Act (1975) ("HMDA")	This Act requires that many financial institutions maintain, report, and publicly disclose information about mortgage loans.

Federal Law/Regulation	Brief Description
Section 1031 Of Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) ("Dodd-Frank")	Section 1031 of the Dodd-Frank Act provides protections for consumers by allowing the Consumer Financial Protection Bureau to prevent individuals or service providers from committing unfair, deceptive, or abusive acts or practices under federal law in connection with consumer transactions for financial products or services.
Executive Order 11063: Equal Opportunity in Housing (1962)	This Executive Order prohibits discrimination on the basis of race, color, creed, and national origin in the sale, leasing, rental, or other disposition of properties owned or operated by the federal government or provided with federal funding.
Executive Order 12892: Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing (1994)	This Executive Order requires federal agencies to affirmatively further fair housing in their programs and activities and tasks the secretary of HUD with coordinating AFFH efforts.
2016 Equal Access Rule	This regulation states that HUD-funded homeless service providers must shelter clients in a shelter or facility that aligns with their gender identity and that clients not be isolated or segregated based on gender identity.

State of Florida Fair Housing Laws

Florida Fair Housing Act

In addition to the federal Fair Housing Act and additional federal civil rights laws and regulations related to housing, housing discrimination is barred by the Florida Fair Housing Act outlined in Chapter 760 Part II of the Florida Statutes, which mirrors the federal Fair Housing Act. The Florida Fair Housing Act does not expand protections to any additional protected classes of people, types of housing, or types of housing transactions. Florida law does not prohibit cities and counties from passing local nondiscrimination laws.

The Florida Commission on Human Relations (the Commission) enforces the Florida Fair Housing Act and is regulated and described in the Florida Statutes. Rental housing laws not related to discrimination based on protected class are covered under Chapter 83 Part II of the Florida Statutes.

Like other Florida Statutes, the Florida Fair Housing Act is enforced by the state attorney general, who may begin civil action for damages, injunctive relief, civil penalties (up to

$10,000 per violation), and other legal consequences if the attorney general has reasonable cause to believe that a person or group has engaged in a pattern or practice of discrimination as defined by Florida law, or has been discriminated against as defined by Florida law, where "such discrimination raises an issue of great public interest." Legal action can be filed either within the circuit court in the county where the potential discrimination took place or within the circuit court of the Second Judicial Circuit in Leon County. For repeated Florida Fair Housing Act violations in which the defendant is found guilty, penalties increase in severity. The fine amount may be up to $25,000 for one prior violation within the preceding five years, and up to $50,000 for two or more violations within the preceding seven years.

In 2020, Florida made several updates to the Florida Fair Housing Act, including changing the term "handicap" to "disability," removing the condition that an "administrative complaint" be filed before a housing discrimination complaint be filed with the Commission, and removing a requirement that all housing for seniors register with the Commission every two years or face fines for noncompliance. The State also updated language around housing title and deed transactions, prohibiting any property title from restricting ownership, occupancy, or use of property based on a protected class. Lastly, the state added legal protections for those with a disability who require an emotional support animal under the federal Fair Housing Act. The law also created a criminal penalty for falsifying documentation or misrepresenting the medical need for the use of an emotional support animal for a specific disability.

In 2021, the Commission verified that the state's law prohibiting discrimination based on "sex" in housing and public accommodation includes sexual orientation and gender identity for persons identifying as LGBTQI+.

Tenant and Landlord Laws

Florida's tenant and landlord laws are separate from fair housing discrimination laws but can, in practice, be used for (or contribute to) housing discrimination based on protected classes.

Eviction Laws

Florida's eviction laws, within Chapter 83 of the Florida Statutes, describe the process for a legal housing eviction within the state. Tenants may be evicted for:

- Nonpayment of rent.
- A material breach of contract.
- Nuisance activity.
- Remaining on the property after the expiration of a lease.
- Statutory tenant obligations.

The Florida Statutes also describe which potential eviction criteria are "curable," or able to be corrected before a landlord may file for an eviction. The law states that tenants may rebut an eviction for:

- Landlord retaliation.
- Landlord refusing to complete repairs.
- Landlord noncompliance with a statutory duty.
- Property being uninhabitable.
- Any legal defense.
- Any equitable defense.

Florida law does not specify any tenant protections for some situations that are regulated in other states, such as instances where a landlord-owned property is sold or goes into foreclosure. Florida law also does not provide for, or require, the appointment of counsel for any legal housing cases involving discrimination or evictions.[1]

Local Fair Housing Laws

Local governments—including counties and municipalities—can establish local laws related to fair housing so long as they abide by federal and state laws such as the Fair Housing Act. Adopting local fair housing laws allows local governments to help ensure equal opportunities for all residents, prevent housing discrimination, and offer additional protections for groups not included in federal and state fair housing laws. In Florida, numerous local governments have developed fair housing ordinances that expand housing protections to additional groups and offer protections on the basis of age, ancestry, genetic information, source of income, military service member status, marital status, gender identity and expression, and history of domestic violence, sexual assault, and stalking.[2]

Table 3 provides an overview of the local fair housing laws in Brevard County. Among the members of the Consortium, the cities of Cocoa, Melbourne, Palm Bay, and Titusville each have a fair housing ordinance that offers protections to the seven groups protected under federal and state law. West Melbourne, although not a Consortium member, includes protections against housing discrimination on the basis of age, ancestry, marital status, and place of birth. Brevard County does not have a local fair housing ordinance.

[1] Legal Services Corporation. 2021. Eviction Laws Database: State/Territory Dataset. Prepared by the Center for Public Health Law Research at Temple University's Beasley School of Law for Legal Services Corporation. Washington, DC.

2 National Apartment Association, Fair Housing: Florida.

Table 3: Local Fair Housing Laws in Brevard County

Jurisdiction	Local Fair Housing Laws	Description
Brevard County	Brevard County does not have a county fair housing ordinance.	Brevard County's local laws are outlined in the Brevard County Code, which does not include a fair housing ordinance. The code states that applicable housing, parking requirements, and reasonable accommodation standards will abide by fair housing requirements. Brevard County does not have an ordinance outlining any additional protected groups beyond those described in the federal and state Fair Housing Acts.
Cocoa	Cocoa has a local Fair Housing Ordinance.	Cocoa's Fair Housing ordinance states that the city will comply with federal and state fair housing laws by promoting equal opportunity for all persons to obtain adequate housing and for the city to work toward eliminating housing discrimination. The ordinance's protected classes include the same seven protected groups under federal and state law.
Melbourne	Melbourne has a local fair housing ordinance called the "Melbourne Fair Housing Code."	Melbourne's Fair Housing Code states that the city shall promote equal opportunity for all persons to obtain adequate housing and for the city to work toward eliminating housing discrimination. The code's protected classes include the same seven protected groups under federal and state law.
Palm Bay	Palm Bay has a local Fair Housing Ordinance.	Palm Bay's Fair Housing ordinance states that the city shall promote equal opportunity for all persons to obtain adequate housing and for the city to work toward eliminating housing discrimination. The ordinance's protected classes include the same seven protected groups under federal and state law.

Jurisdiction	Local Fair Housing Laws	Description
Titusville	Titusville has a local Fair Housing Ordinance.	Titusville's fair housing ordinance states that the city shall promote opportunities for all persons to obtain housing of their choice and for the city to work toward eliminating housing discrimination. The ordinance's protected classes include the same seven protected groups under federal and state law.
West Melbourne	West Melbourne has a local fair housing ordinance called the "Fair Housing Code."	West Melbourne's Fair Housing Code states that the city shall promote equal opportunity for all persons to obtain adequate housing and for the city to work toward eliminating housing discrimination. The code's protected classes include the same seven protected groups under federal and state law as well as the following additional protected groups: • Age • Ancestry • Marital Status • Place of Birth

County and City Codes, as of July 2023.

IV. Demographic and Housing Market Analysis

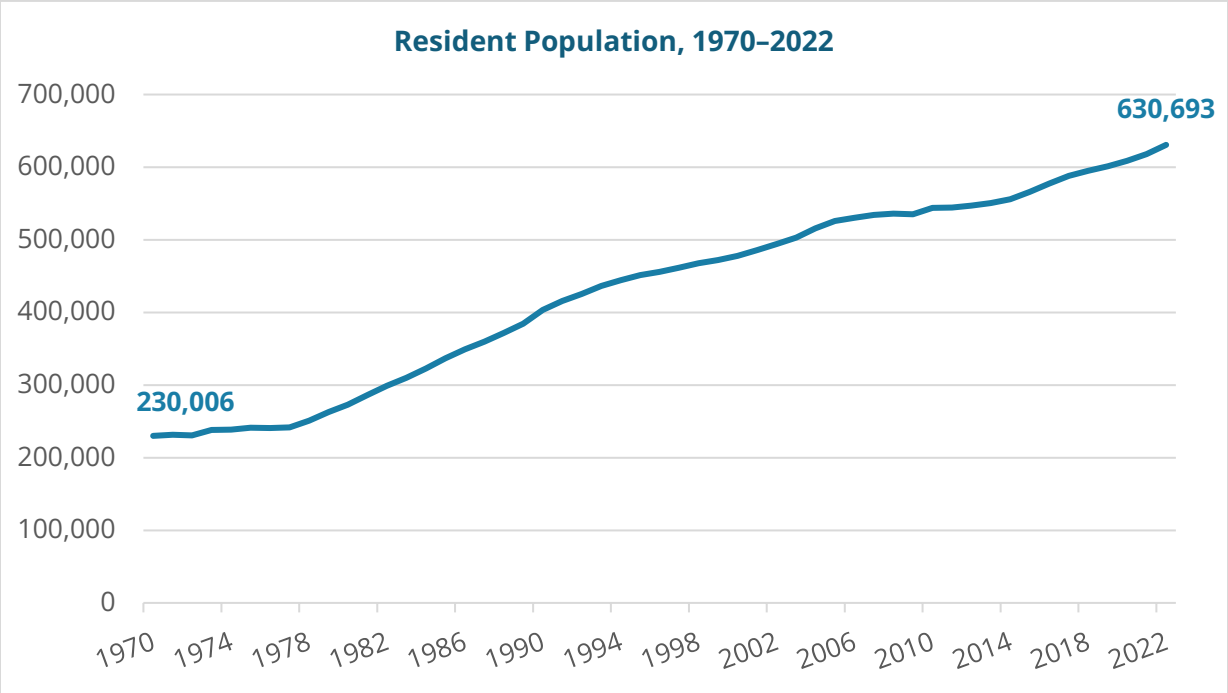
Overview

Brevard County has experienced significant population growth in the last few years along with the rest of Florida. Continued population growth places greater pressure on the local housing market and impacts housing affordability, transportation systems, and access to community resources such as medical facilities, businesses, service providers, public amenities, and more. Almost a quarter of Brevard County's current population is aged 65 plus and most households are homeowners. Median incomes are higher than the state average and poverty rates are lower than the state average.

Population Trends

Brevard County has a population of just over 600,000 people, depending on the source of the estimate. Figure 2 highlights the rapid growth experienced in Brevard County, particularly since 2010.

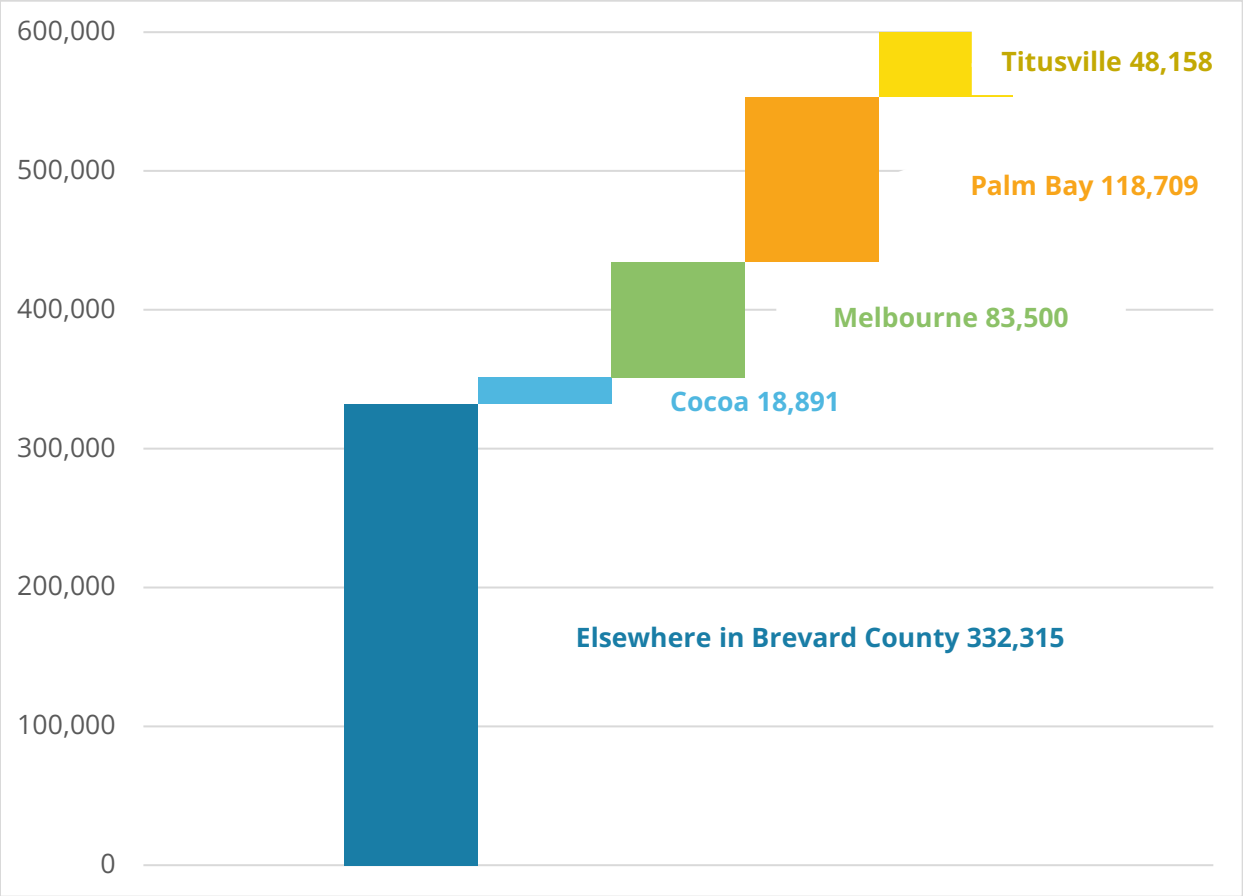
Figure 2: Resident Population in Brevard County, FL



Data source: U.S. Census Bureau, Resident Population in Brevard County, FL, retrieved from FRED, Federal Reserve Bank of St. Louis.

Figure 3 indicates that 269,258 people (45 percent) in Brevard County live in the cities of Cocoa, Melbourne, Palm Bay, and Titusville, while the rest live elsewhere in the county.

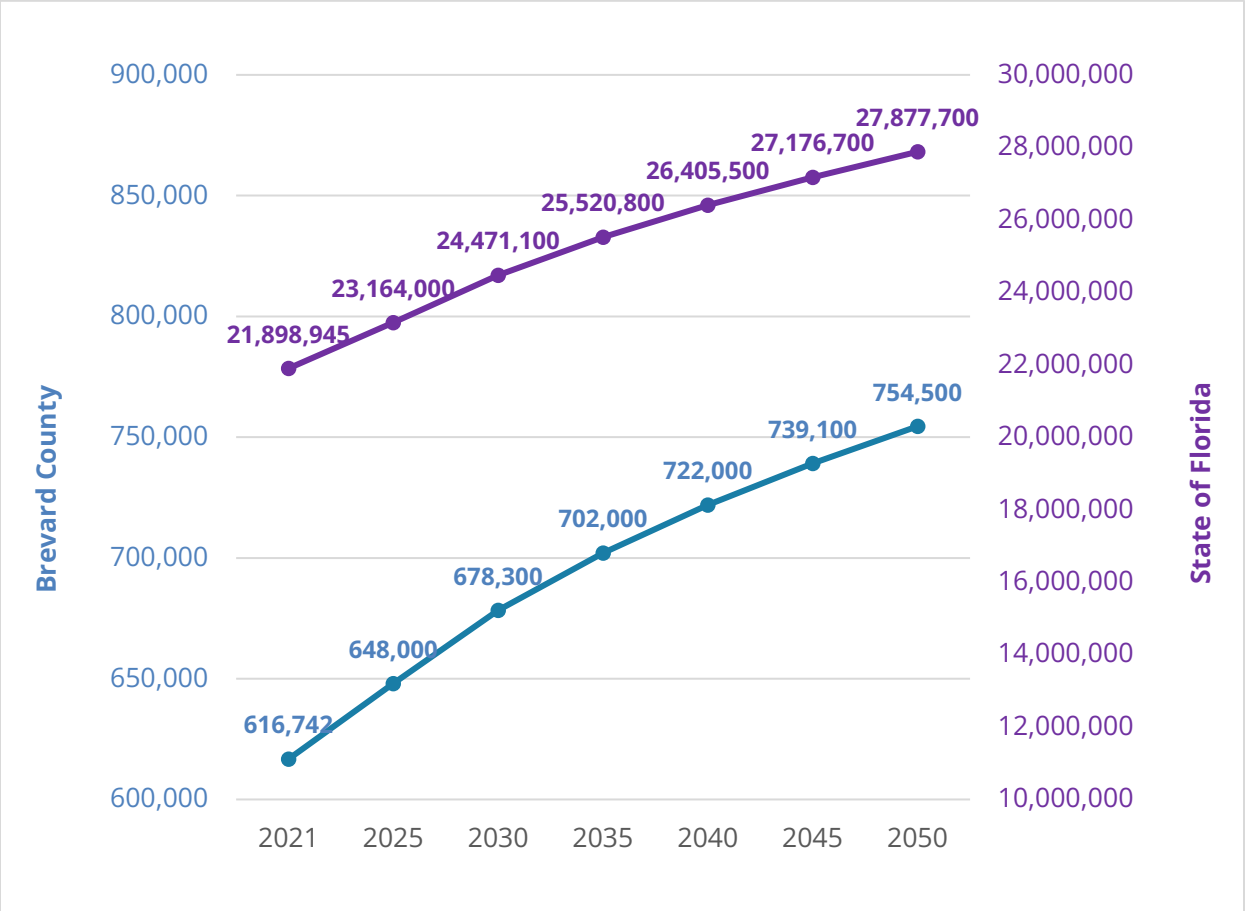
Figure 3: Total Population of Brevard County



Data source: 2017–2021 American Community Survey (ACS) 5-Year Estimates; Table B01003 Total Population.

Between 2021 and 2050, the population of Brevard County is projected to increase by 22 percent from 616,742 to 754,500 people, while the state's population is projected to increase by 27 percent over the same period (Figure 4).

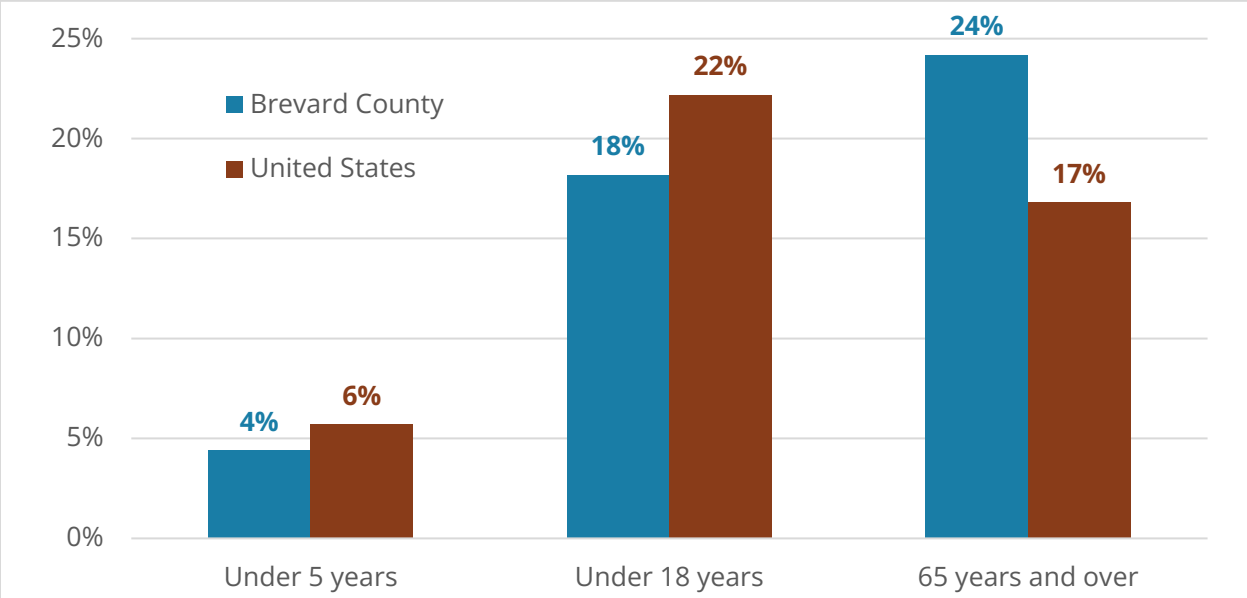
Figure 4: Population Projections (2025–2050) for Brevard County and the State of Florida



Data source: Bureau of Economic and Business Research Florida Population Studies, Volume 55 Bulletin 192 February 2022.

Almost a quarter of all persons in Brevard County are aged 65 years or over while this figure is 17 percent for the United States. This demographic reality highlights a greater demand for adaptable housing and services geared toward older people who may require assistance aging in place. During the consultation process for the AFH, stakeholders noted that seniors living on fixed incomes are often unable to afford increases in housing costs or the upkeep and modifications to maintain their homes. Service providers also noted that low-income seniors have difficulty getting transportation to medical appointments.

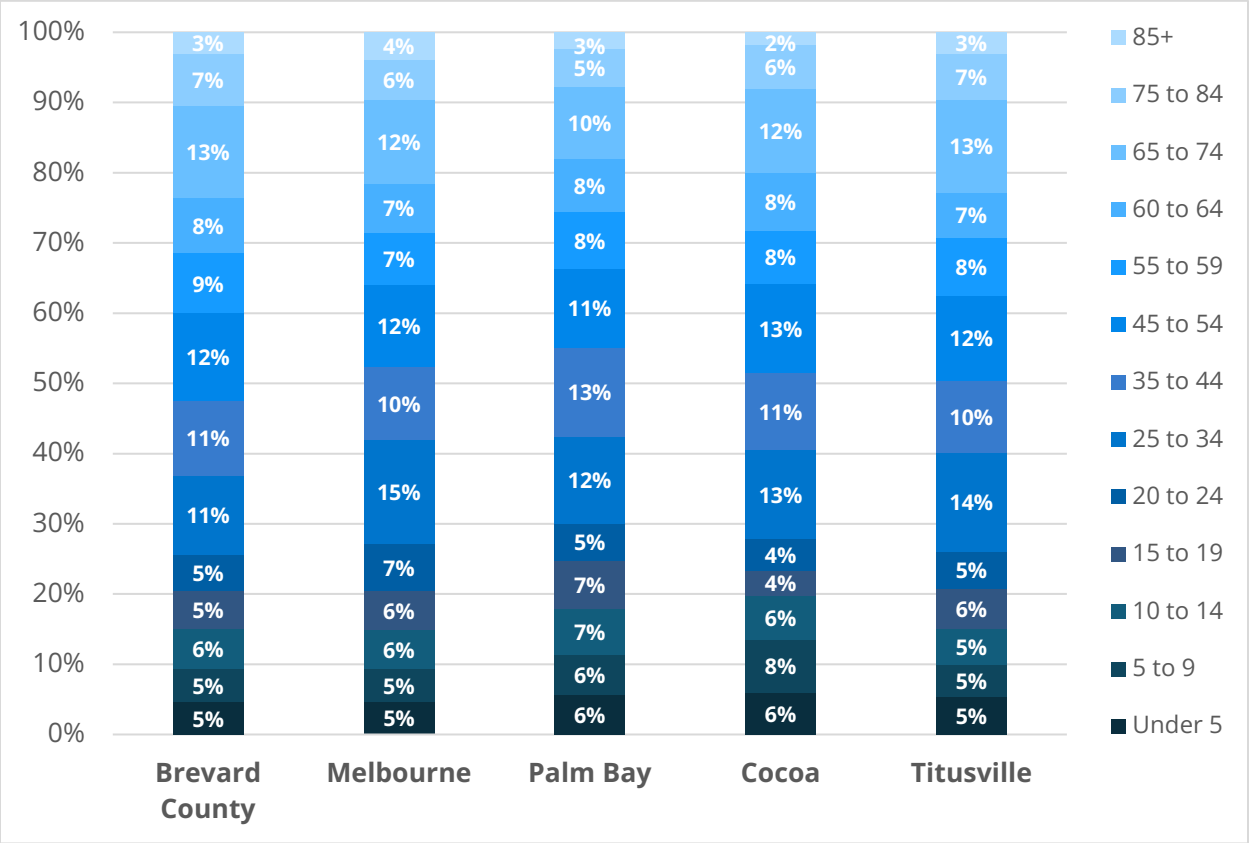
Figure 5: Share of the Population by Age Group in Brevard County and the United States



Data source: 2016–2020 ACS QuickFacts.

Figure 6 depicts the share of the population across age groups for Brevard County, Cocoa, Melbourne, Palm Bay, and Titusville. The data indicate that the population's age distribution is largely the same across the Consortium members. In general, there are higher shares of residents over 65 years of age and lower shares of residents under age 20.

Figure 6: Percentage of the Population by Age Group in the Consortium

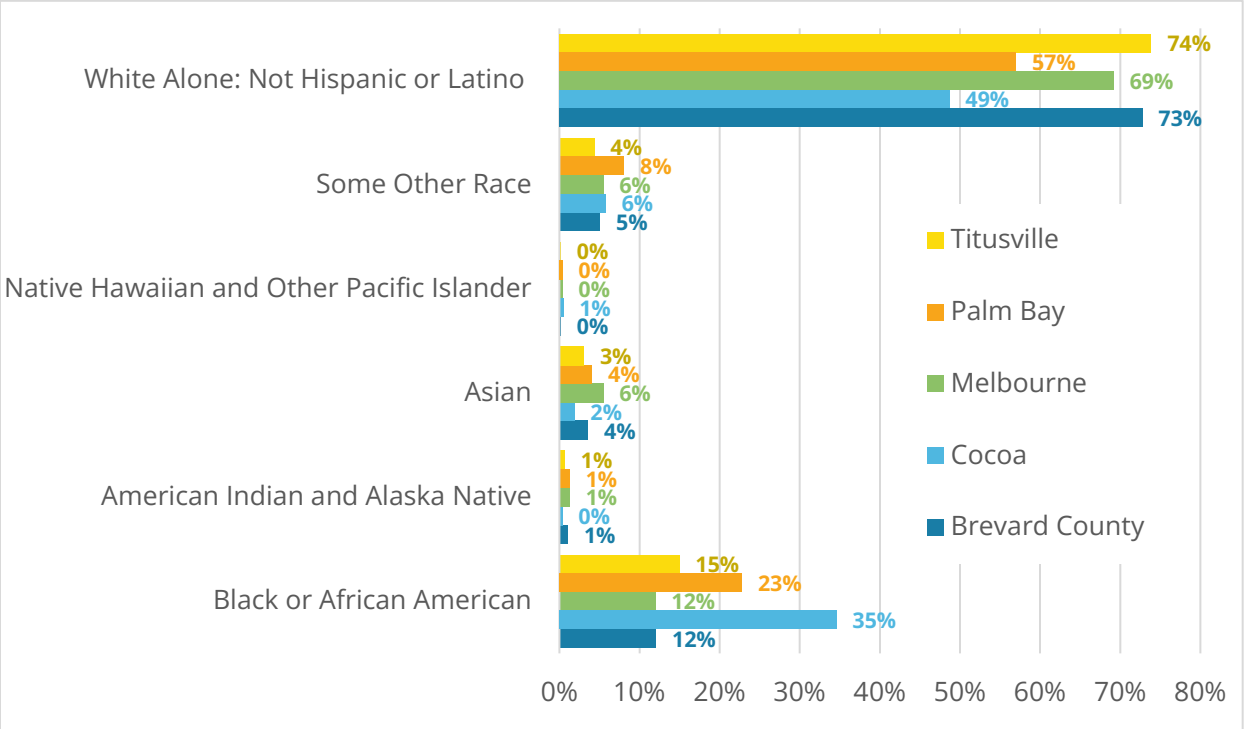


Data source: 2017–2021 ACS 5-Year Estimates Data Profiles DP05.

Data indicate that Brevard County has become more racially diverse over the past 10 years. Notably, the percentage of county residents identifying as multiracial increased by over 300 percent between 2010 and 2020, from 14,367 to 60,818.

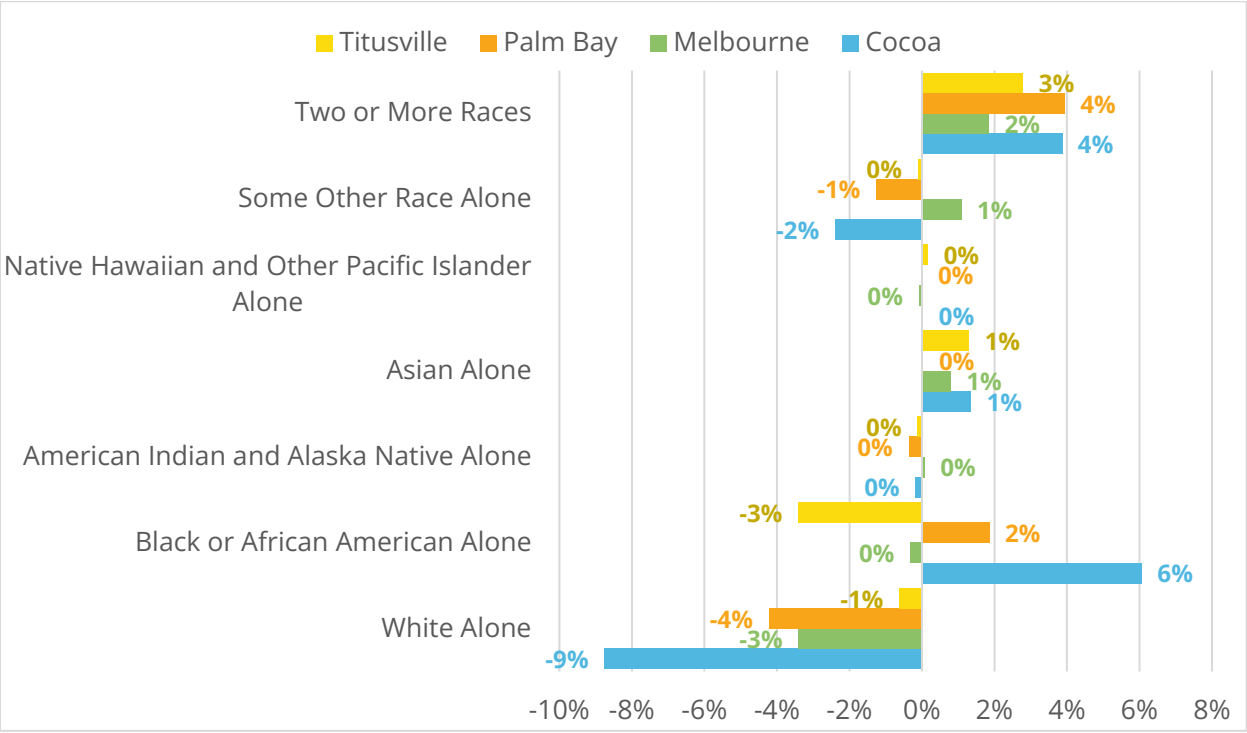
Figure 7 provides a breakdown of the percent of the population by race and ethnicity for each member of the Consortium and Figure 8 indicates the percent change in the population by race and ethnicity since 2010. Individuals identifying as White make up the largest racial group for each jurisdiction; however, the number of people identifying as White alone has declined despite overall population growth over the past 10 years. In 2020, 448,180 (74 percent) of Brevard County's population identified as White compared with 450,927 (83 percent) of the population in 2010. Conversely, the county's Hispanic population increased by 55 percent to 67,907 by 2020 and now accounts for 11 percent of the county's population. The Census Bureau considers whether a person identifies as Hispanic or Latino as an ethnicity, which is a separate category from race. From 2010 to 2020, the percentage of individuals identifying as Black/African American increased by 7 percent to 58,692 individuals and now comprises 12 percent of Brevard County's population. In the city of Cocoa, 35 percent of the population identifies as Black/African American.

Figure 7: Percentage of the Population by Race and Ethnicity



Data source: 2017–2021 ACS 5-Year Estimates Data Profiles DP05.

Figure 8: Change in Population Share by Race and City 2010–2020

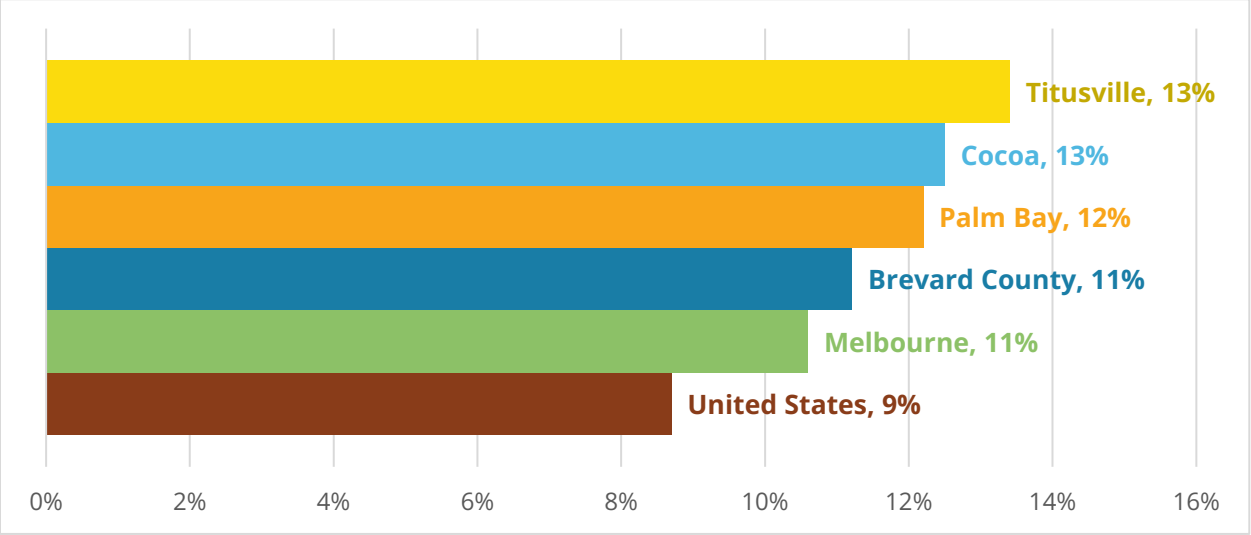


Data source: 2016–2020 and 2006–2010 ACS 5-Year Estimates Detailed Tables; Table ACSDT52020 Race.

Within the county, 11 percent of the population under age 65 reported at least one type of disability. Titusville and Cocoa had the highest levels of reported disability, at 13 percent each, followed by Palm Bay (12 percent) and Melbourne (11 percent) (see Figure 9).

Brevard County's 2009 AI identified the need for inclusionary housing for special needs populations (such as individuals with developmental disabilities) as an issue and this continues to be a concern today. During the consultation process for the AFH, stakeholders noted that Titusville has a particular need for supportive housing for individuals such as those with severe mental illness and substance use disorder. Currently, a proposed supportive housing project that is in the permitting process has received backlash from local residents who have voiced concerns about the development.

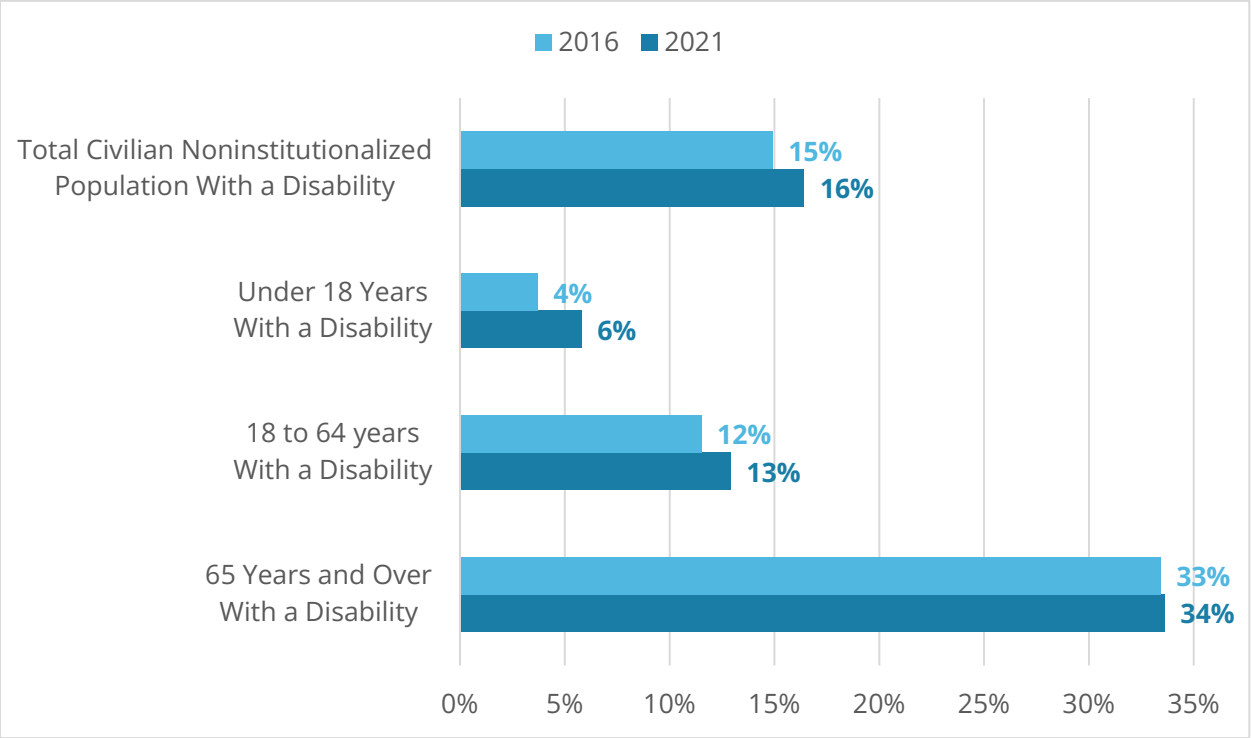
Figure 9: Percentage of the Population Under Age 65 with a Disability



Data source: 2017–2021 ACS QuickFacts.

Figure 10 depicts the percentage of the total population with a disability in Brevard County in 2016 and 2021 and indicates that the share of the population in each age group has increased slightly over the five-year period.

Figure 10: Percentage of the Population with a Disability in Brevard County



Data source: 2012–2016 and 2017–2021 ACS 5-Year Estimates; CP02 Comparative Social Characteristics in the United States.

Language Accommodations

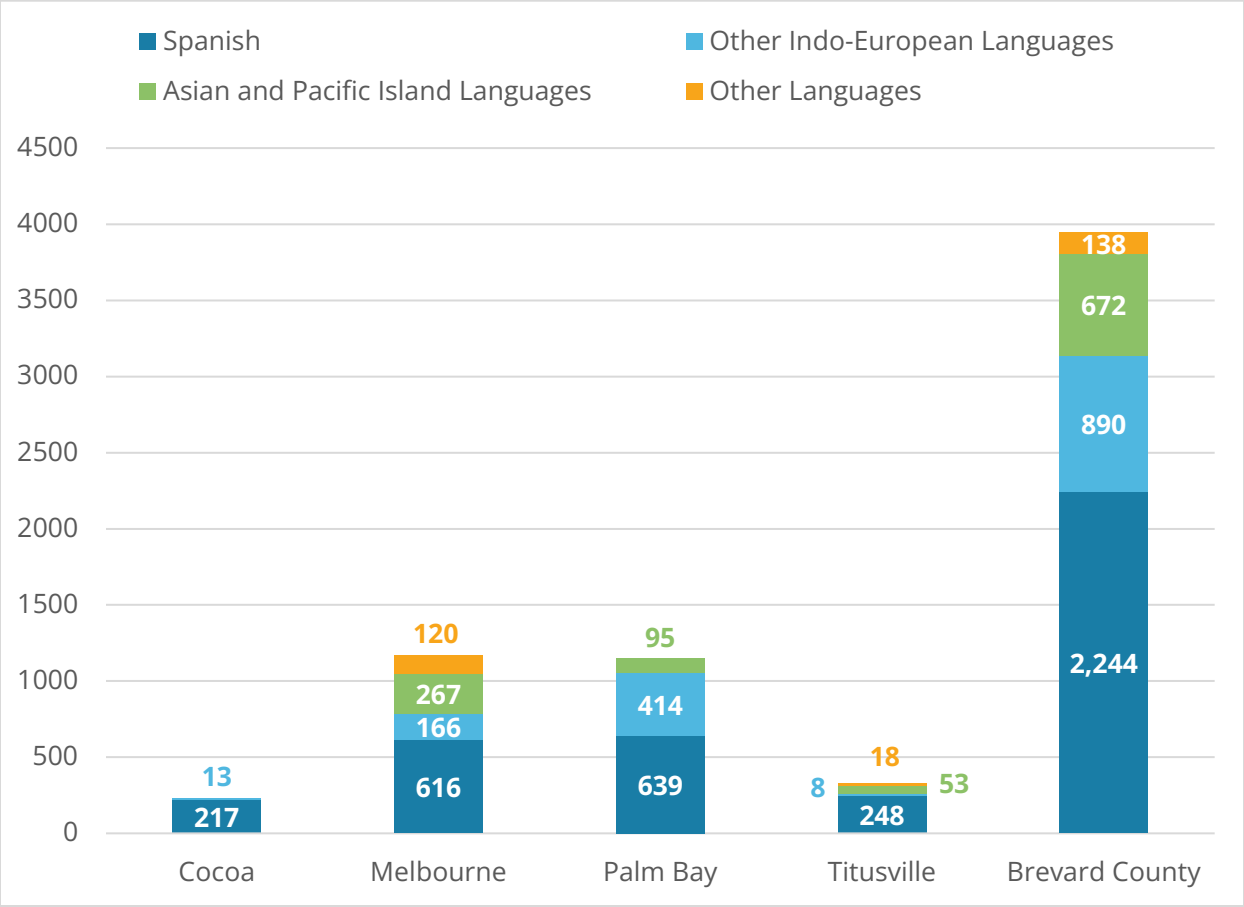
The Fair Housing Act prohibits discrimination based on national origin, and while English proficiency is not specifically addressed, the courts have found that national origin discrimination includes the linguistic characteristics of persons from a foreign geographic area. A limited English proficiency (LEP) household is defined by the Census Bureau's ACS as a household in which no one aged 14 and over speaks English at home or, if household members speak a language other than English, they indicate that they speak English less than "very well."

HUD has issued guidance clarifying that discrimination against people who do not speak, read, or write English proficiently is prohibited under the Fair Housing Act.

Figure 11 outlines the number of LEP households in Brevard County. Across the county, about 3,944 households, comprising 2 percent of total households, include LEP individuals who speak English less than very well. Of the county's LEP households, 2,244 speak Spanish (57 percent), 890 speak another Indo-European language (23 percent), 672 speak an Asian or Pacific Islander language (17 percent), and 138 speak another language (3 percent). Within the four cities, a large share of LEP households spoke Spanish, while Palm Bay and Melbourne saw high numbers of LEP households speaking other Indo-European languages

and Asian and Pacific Islander languages. Notably, Melbourne was home to most of the county's LEP households speaking an "Other" language.

Figure 11: Number of LEP Households by Language in Brevard County



Data source: 2017–2021 ACS 5-Year Estimates; Table S1602 Limited English-Speaking Households.

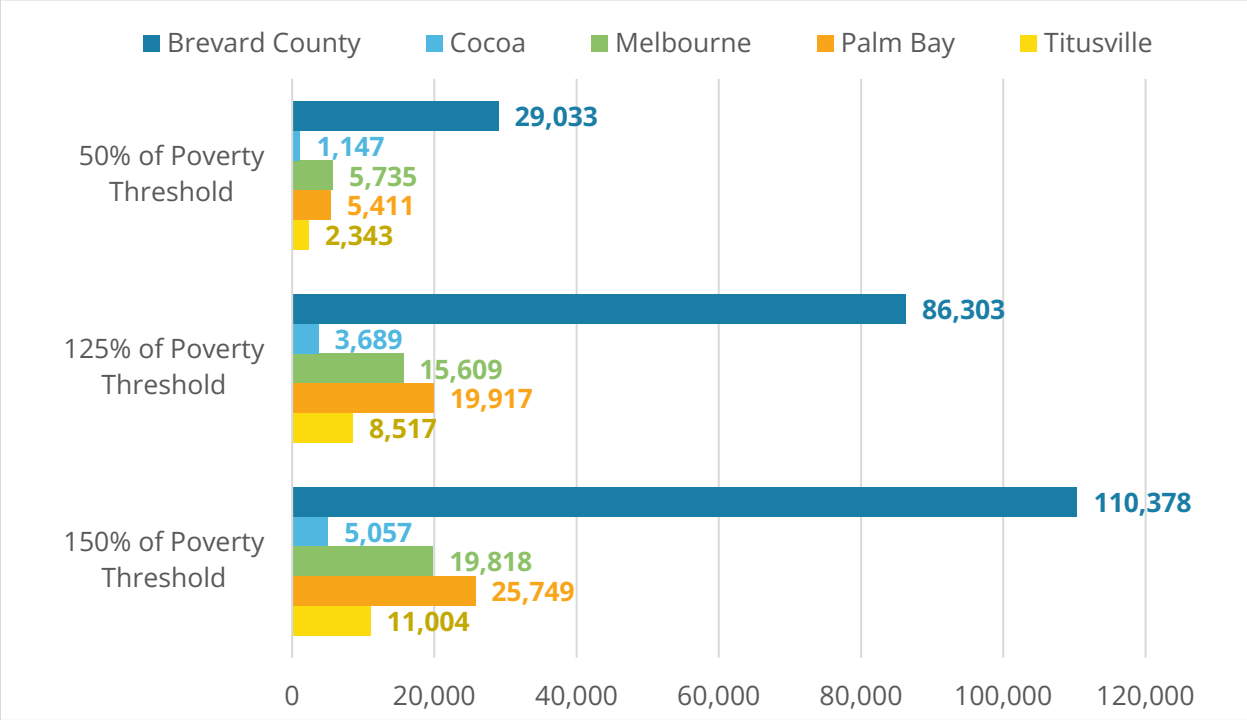
Income and Employment Trends

Figure 12 depicts the number of households in Brevard County, Cocoa, Melbourne, Palm Bay, and Titusville that have annual incomes below given poverty thresholds. The Census Bureau considers a household as being in poverty when annual household income is lower than the federal poverty threshold calculated based on family size, number of children, and for one- and two-person households, the age of the householder. In 2021, the federal poverty threshold for a three-person family with one child under 18 years of age was $21,811. A three-person family earning below 50 percent of the poverty threshold would therefore earn less than $10,906. Likewise, a three-person family below 150 percent of the poverty threshold would earn less than $32,717.

The data indicate that there were 110,378 households in Brevard County earning less than 150 percent of the poverty threshold in 2021. Of these households, 25,749 were in Palm Bay (23 percent), 19,818 were in Melbourne (18 percent), 11,004 were in Titusville (10

percent), 5,057 were in Cocoa (5 percent), and the remaining 48,750 lived elsewhere in Brevard County (44 percent). Among families earning less than 50 percent of the poverty threshold, 5,735 were in Melbourne (20 percent), 5,411 were in Palm Bay (19 percent), 2,343 were in Titusville (8 percent), 1,147 were in Cocoa (4 percent), and the remaining 14,397 were elsewhere in Brevard County (50 percent).

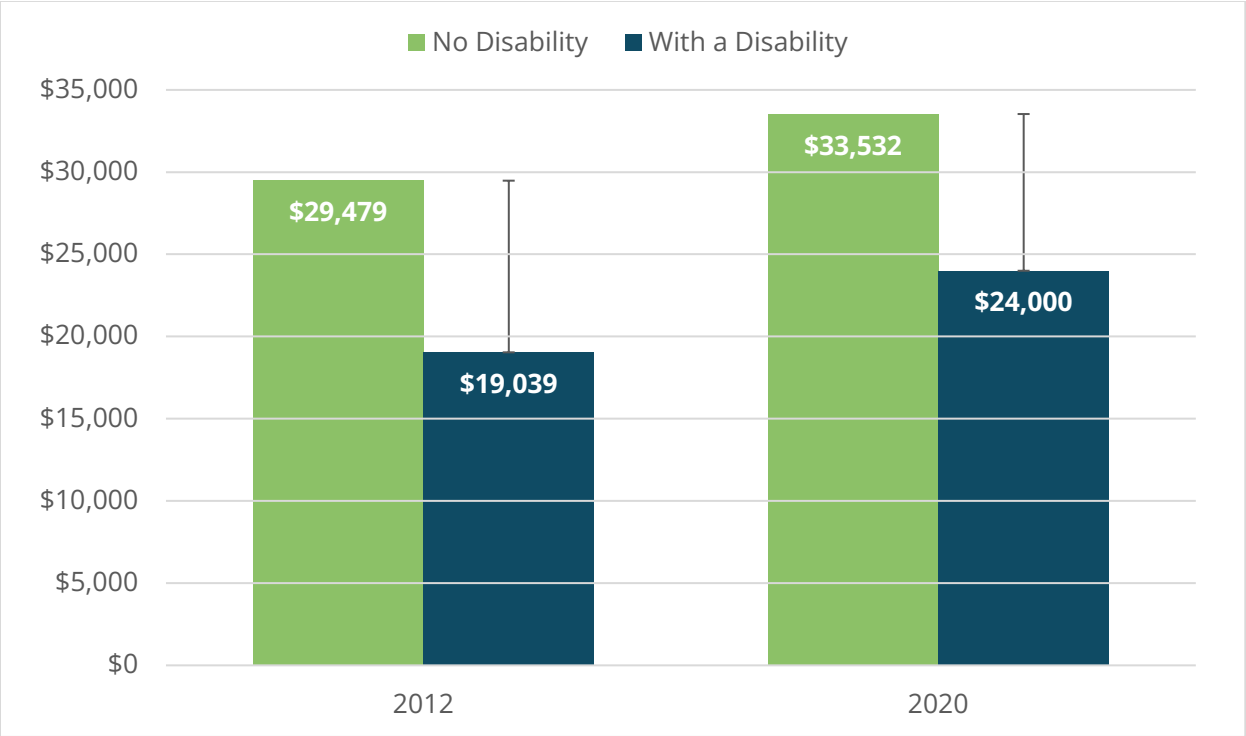
Figure 12: Number of Individuals Below Given Poverty Ratios in Consortium



Data source: 2017–2021 ACS 5-Year Estimates; Table S1701 Poverty Status in the Past 12 Months.

The gap in annual median earnings between county residents who report having a disability and those who do not has remained the same between 2012 and 2020: around $10,000. Still, those without a disability in 2020 earned 39 percent more than residents with a disability. This discrepancy creates an unequal ability to access affordable housing. See Figure 13 below for a comparison.

Figure 13: Change in Annual Median Earnings by Disability Status in Brevard County (2012; 2020)

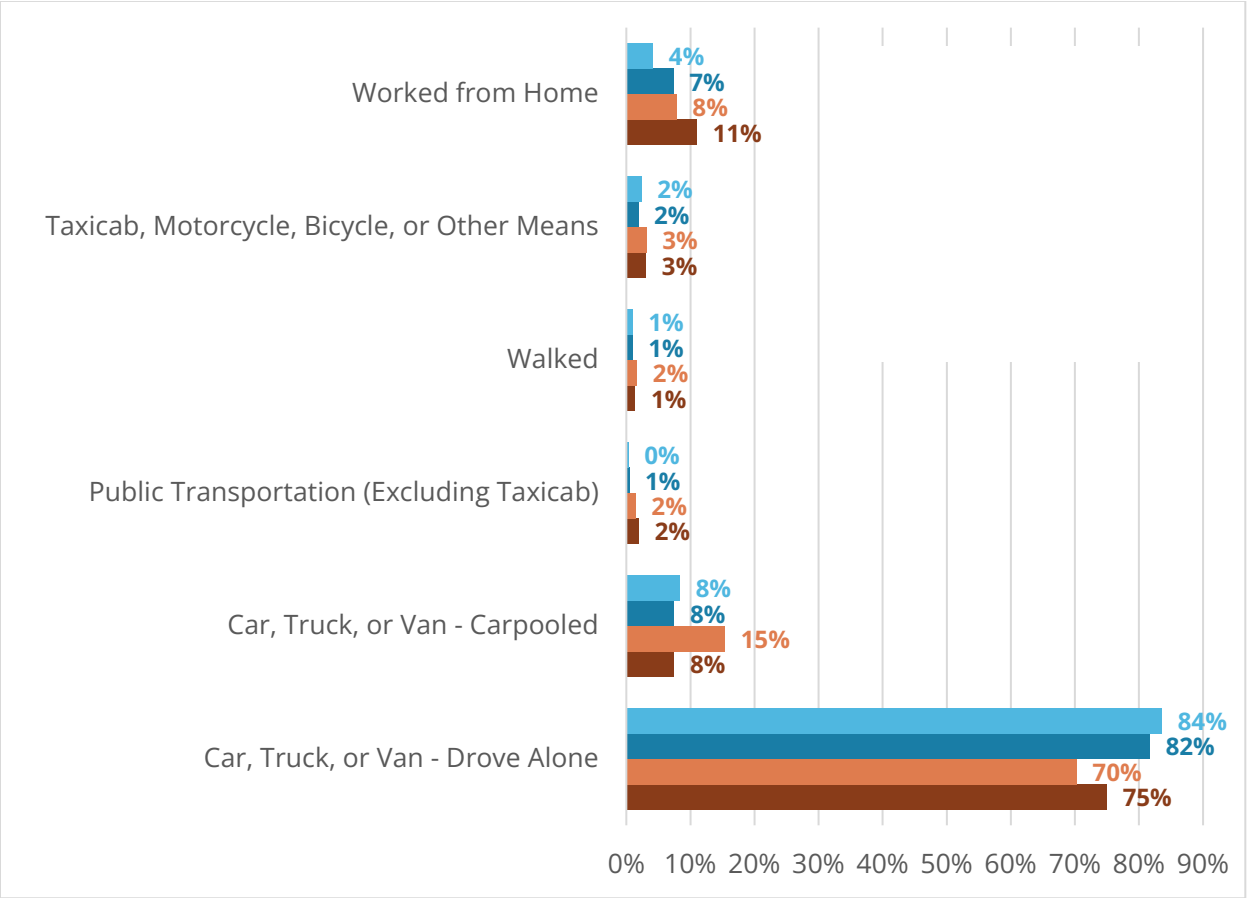


Data source: 2016–2020 and 2008–2012 ACS 5-Year Estimates; Table S1811 Selected Economic Characteristics for the Civilian Noninstitutionalized Population by Disability Status.

Data from 2020 suggest that fewer employed residents of Brevard County who report having a disability drive a car, truck, or van by themselves as their primary mode of transportation to work than residents without a disability. This trend has been the case for nearly ten years, though the number of residents with a disability who drive alone to work has increased by 5 percent over this time while the number of those who do not report having a disability has decreased slightly (by 2 percent). Because the number of residents with a disability who carpooled decreased by 7 percent during this period, presumably, some of those who formerly carpooled now drive alone to work.

Some residents who formerly commuted to work now work from home. Even before the COVID-19 pandemic began in March 2020, 7 percent of employed Brevard County residents without a disability were working from home, up from 4 percent almost a decade earlier. A higher percentage of employed residents who report having a disability worked at home, increasing from 8 percent to 11 percent.

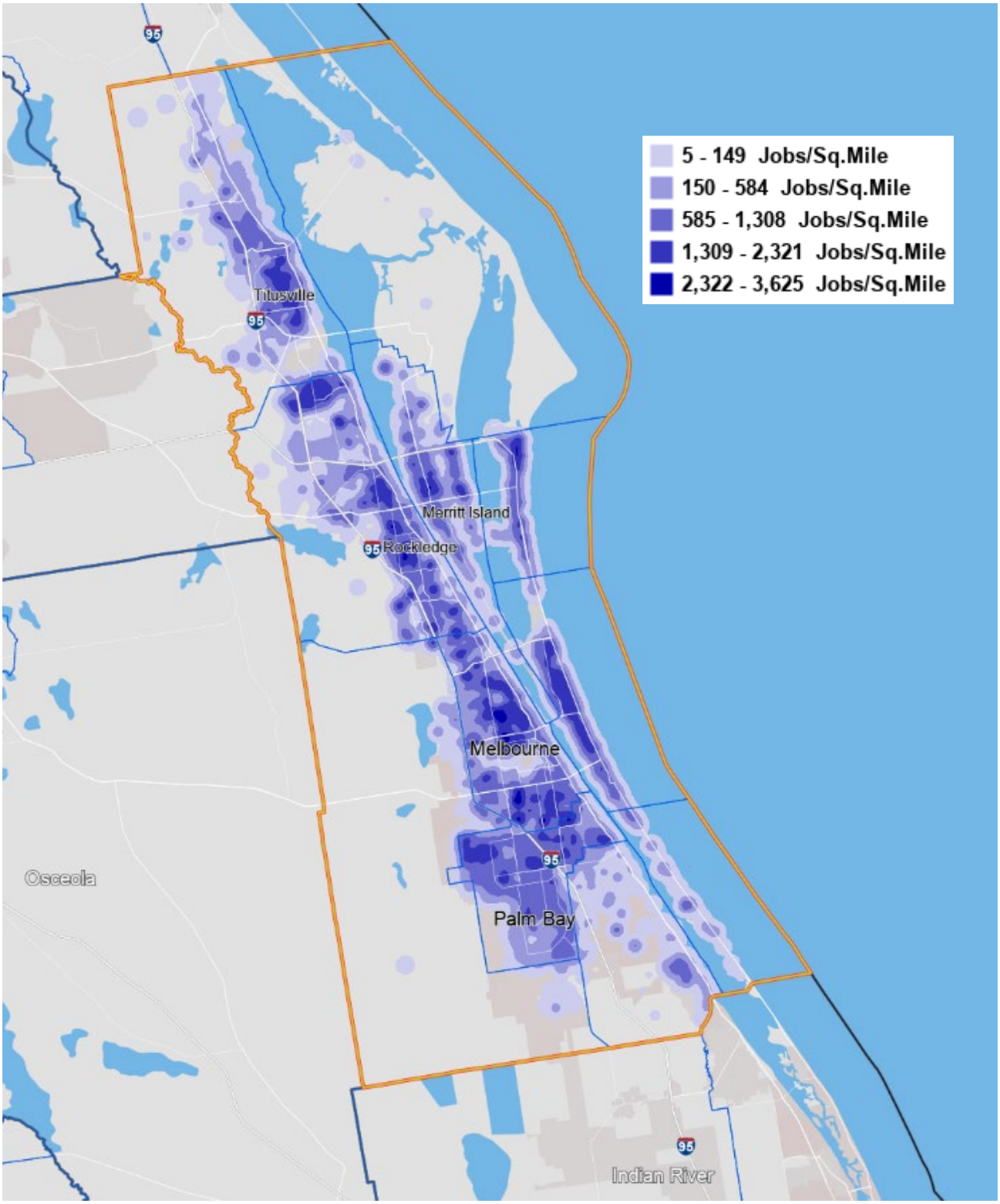
Figure 14: Change in Mode of Transportation Commuting to Work by Population Percent in Brevard County and Disability Status (2012–2020)



Data source: 2016–2020 and 2008–2012 ACS 5-Year Estimates; Table S1811 Selected Economic Characteristics for the Civilian Noninstitutionalized Population by Disability Status.

Figure 15 depicts job density surrounding major employment centers in Brevard County including Port Canaveral, Patrick Air Force Base, Eastern Florida State College, and the Florida Institute of Technology. The map reflects major employment industries in Brevard County including public and government jobs, medical and health services, and the space industry.

Figure 15: Job Density (Jobs Per Square Mile) in Brevard County



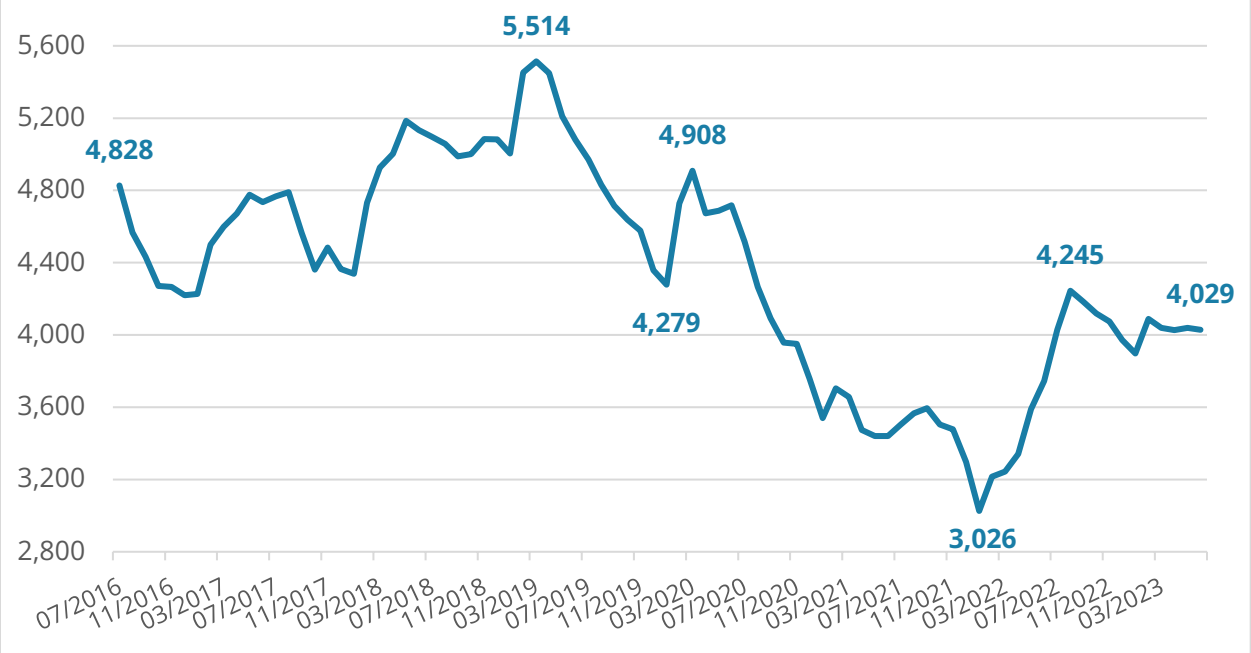
Data source: 2020 On the Map, Longitudinal Employer-Household Dynamics.

Housing Trends

Most Brevard County residents own their homes rather than rent. Melbourne has the lowest homeownership rate (59 percent) while the areas of the county outside the cities of Cocoa, Melbourne, Palm Bay, and Titusville have the highest homeownership rate (81 percent).

Figure 16 shows the total monthly housing listings in Brevard County from July 2016 to June 2023. In January 2020, the number of listings dropped to 4,279 yet increased to 4,908 during the onset of the COVID-19 pandemic in the U.S. in March of that year. For the next several months, the number of listings sharply declined to a low of 3,026 by January 2022, after which the number of monthly housing listings steadily increased. This fluctuation likely reflects the impact of the pandemic on the real estate market as well as changes in interest rates.

Figure 16: Total Monthly Housing Listings in Brevard County

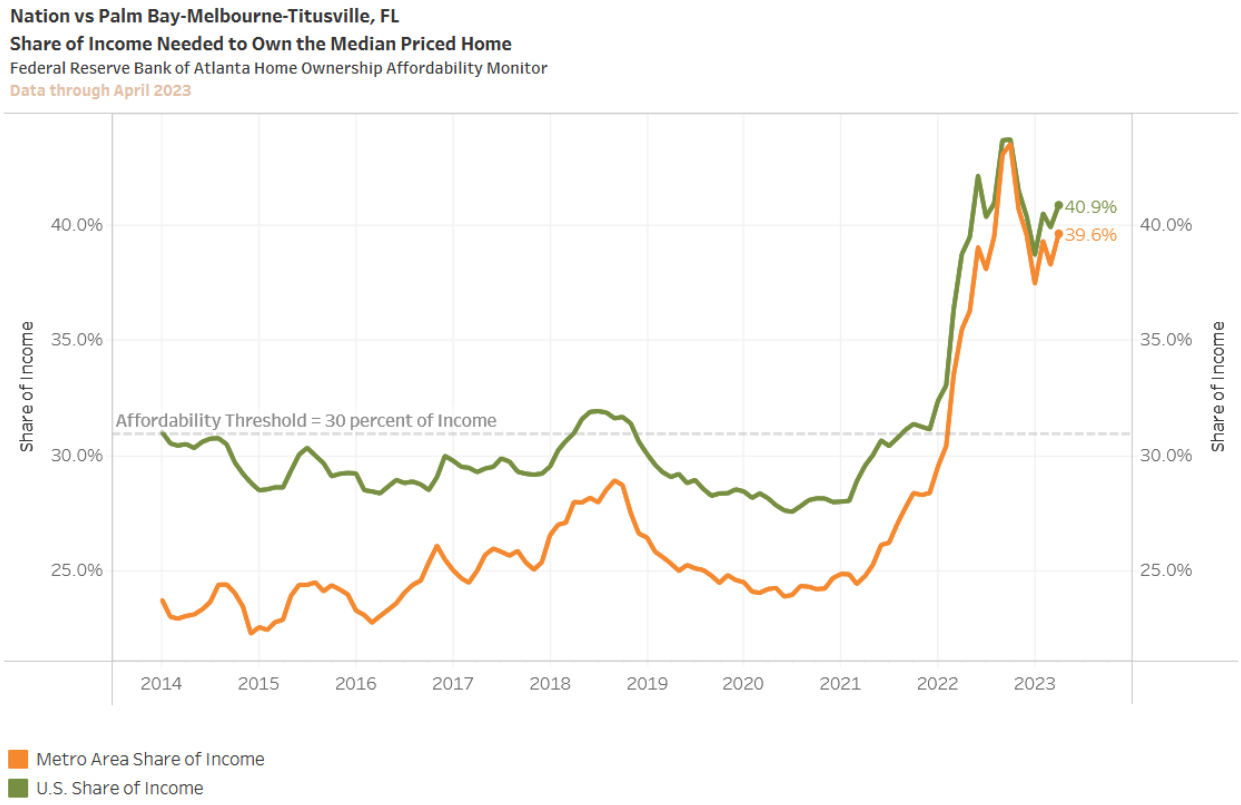


Data source: Realtor.com, Housing Inventory: Total Listing Count in Brevard County, FL, retrieved from FRED, Federal Reserve Bank of St. Louis, June 16, 2023.

The Federal Reserve Bank of Atlanta developed an interactive home affordability tool called the Home Ownership Affordability Monitor Index. The tool measures the ability of a median income-earning household to pay the estimated annual costs associated with owning a median-priced home and provides a snapshot of affordability for a community. Figure 17 depicts the index for the entire country in green and compares it to the Palm Bay-Melbourne-Titusville metro area, which covers Brevard County in orange. The index shows the share of income needed for a median-income household to own a median-priced home from 2014 to 2023. The data indicate that households in Brevard County would need to

dedicate about 40 percent of their income to own a median-priced home, which is slightly lower than the national share of 41 percent. Considering that HUD defines housing as affordable when a household spends less than 30 percent of its income on housing costs, the data suggest that housing is unaffordable for the average household and has become increasingly less affordable in recent years.

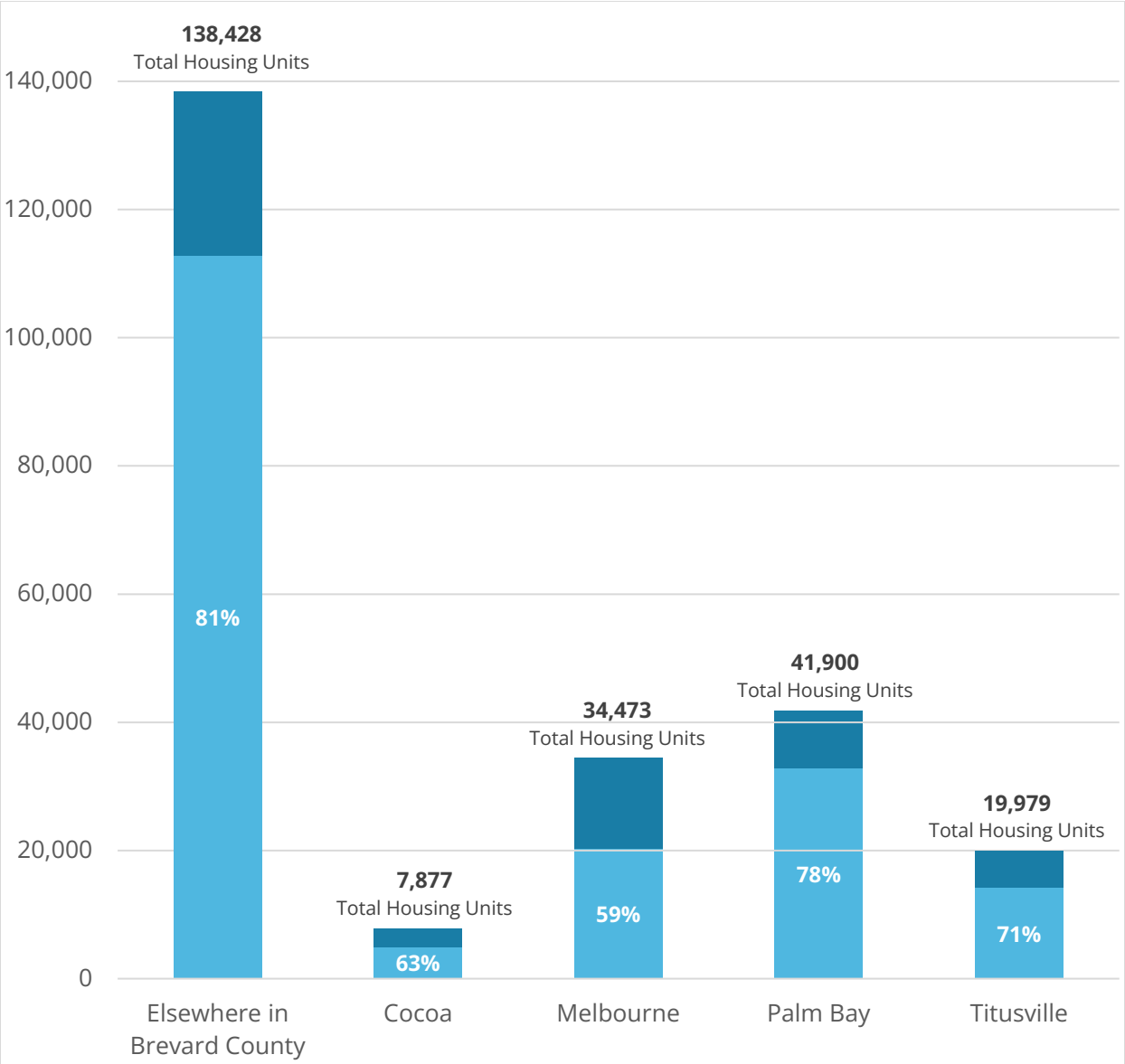
Figure 17: Share of Income Needed to Own a Median-Priced Home in Brevard County



Data source: Federal Reserve Bank of Atlanta, Home Ownership Affordability Monitor Index.

Most occupied housing units in Brevard County are owner-occupied units. In Cocoa, 63 percent of units are owner-occupied, while this figure is 59 percent for Melbourne, 78 percent for Palm Bay, 71 percent for Titusville, and 81 percent for the remaining areas in Brevard County (Figure 18).

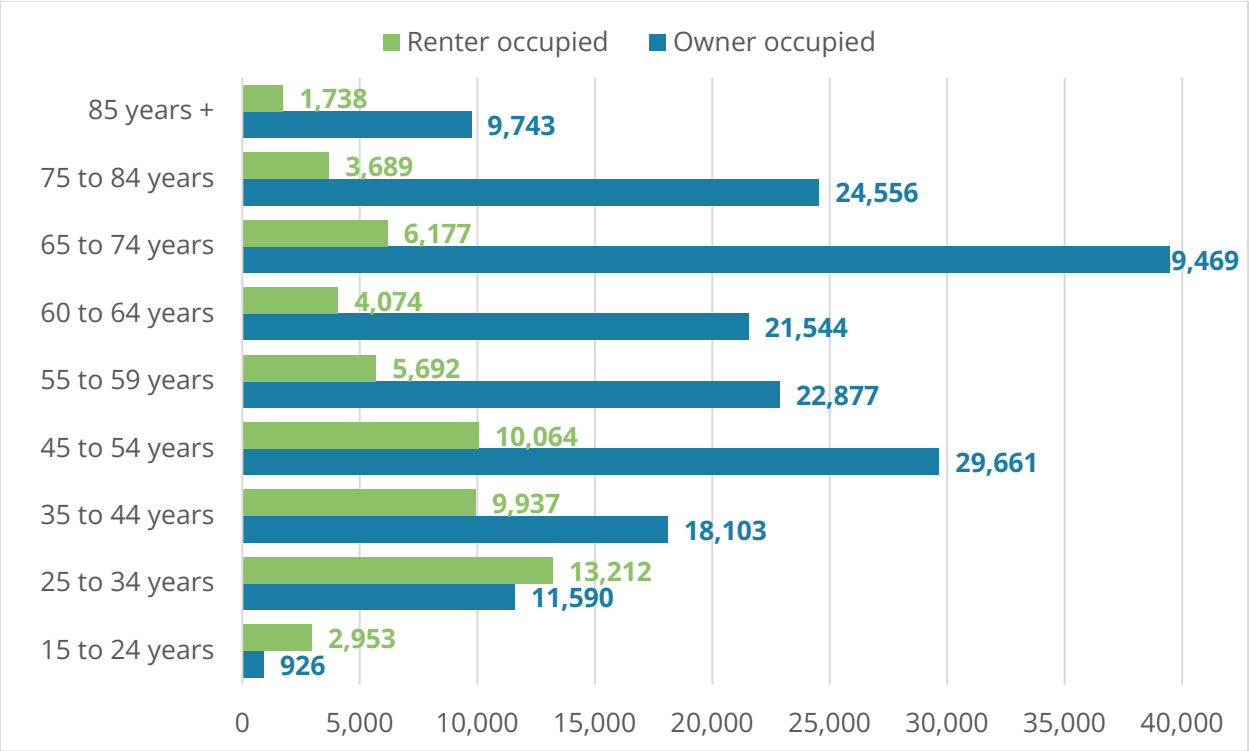
Figure 18: Percentage of Owner-Occupied Housing of Total Occupied Housing Units in Brevard County



Data source: 2017–2021 ACS 5-Year Estimates; Table S2504 Physical Housing Characteristics for Occupied Housing Units.

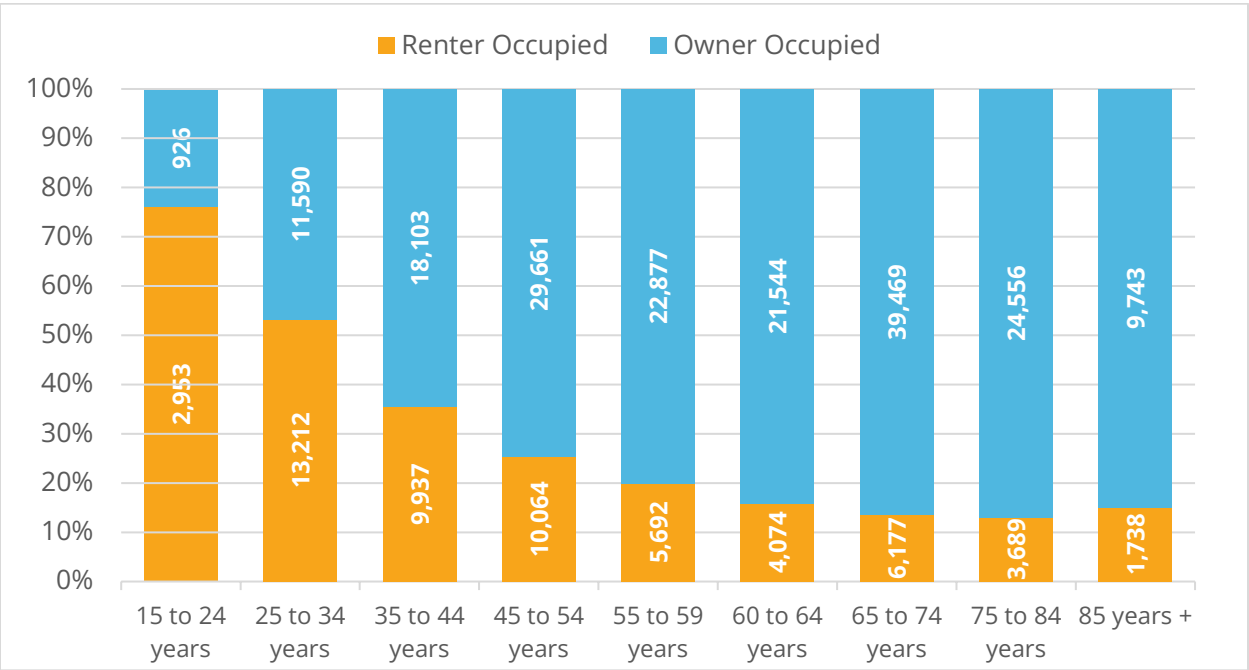
Owner-occupied households tend to be occupied by persons ages 35 and over, while, conversely, younger heads of households are more likely to rent housing. Still, data indicate that three out of every four millennial-aged households (between 25–40 years old) in Brevard County are homeowners, which is the third-highest such figure among the nation's 110 largest metropolitan areas (Florida Today, 2023). Figures 19 and 20 depict the number and percentage of households by tenure and the age of the head of household.

Figure 19: Age of the Head of Household for Owner-Occupied and Renter-Occupied Housing Units in Brevard County



Data source: 2016–2020 ACS 5-Year Estimates Detailed Tables; Table B25007 Tenure by Age of Householder.

Figure 20: Percentage of Heads of Households by Age Bracket and Tenure



Data source: 2016–2020 ACS 5-Year Estimates Detailed Tables; Table B25007 Tenure by Age of Householder.

Investor-Purchased Single-Family Homes

An emerging issue affecting homeownership in Brevard County is the purchase of single-family homes by investment groups, corporations, or institutions, rather than homebuyers purchasing a primary residence, usually for the purposes of fixing and reselling the properties ("flipping" the homes) and to use as long-term rentals.

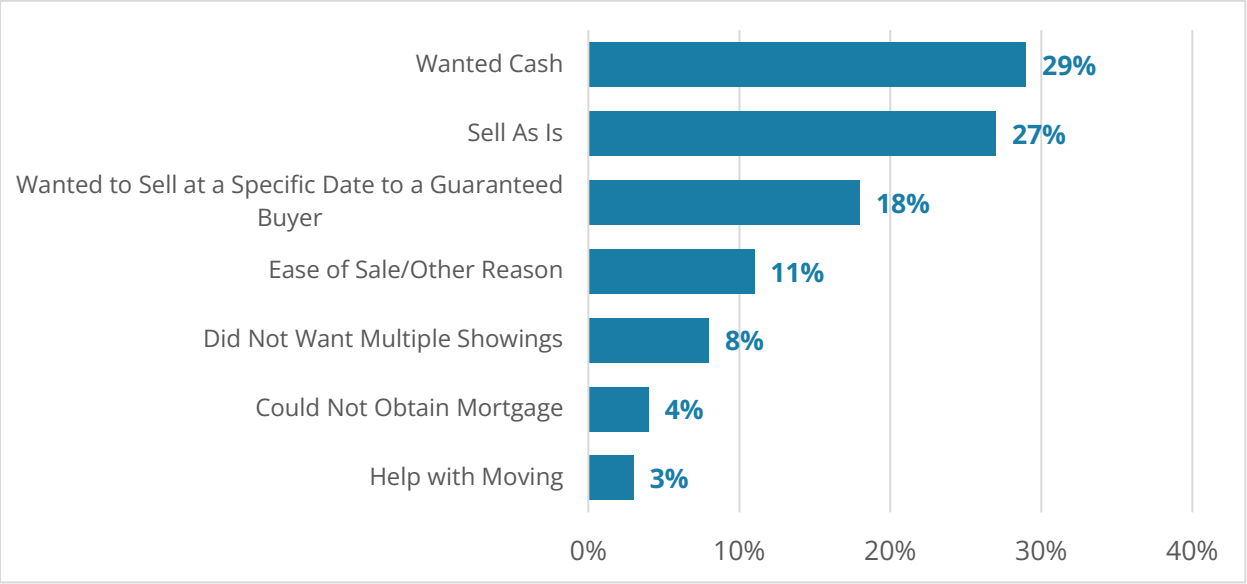
While most homes for purchase are still sold to owner-occupants, the number of corporations buying single-family homes is growing, particularly in southern states. In 2021, 16 percent of all single-family home sales in Florida were to investors, up almost 3 percent from 2020, which was the sixth-highest percentage of single-family housing sales to investors among all states in the U.S.[3] The national average in 2021 was 13 percent. In Brevard County, all 87 homes in the single-family housing development of Cypress Bay in Palm Bay were purchased by a pair of companies backed by New York investment bank Goldman Sachs in 2022 for $45 million.

Corporate purchase of homes affects the local housing market in several ways. First, many potential homeowners are unable to compete with a company in purchasing a home, as institutional buyers tend to have greater financial resources to pay cash for properties and buy a house "as is" without an inspection or pre-sale repairs since companies have funding available to complete any repair work needed on the house and can take larger risks with housing quality. Homes that are purchased and in need of work are generally referred to as "starter homes" and represented about 40 percent of all homes purchased by investors. When these homes are purchased by companies, it removes the low- to mid-priced homes from the market that could be fixed by owner-occupants gradually or with sweat equity. More than half of the eventual renters of corporate-purchased homes are between the ages of 25–44, the demographic often competing for the purchase of these homes.[4]

[3] RealtyTrac Investor Purchase Report—Winter 2022.

[4] Impact Of Institutional Buyers On Home Sales And Single-Family Rentals, National Association Of Realtors Research Group, May 2022.

Figure 21: Percent Distribution of Reasons Homeowners Sold to Institutional Buyers

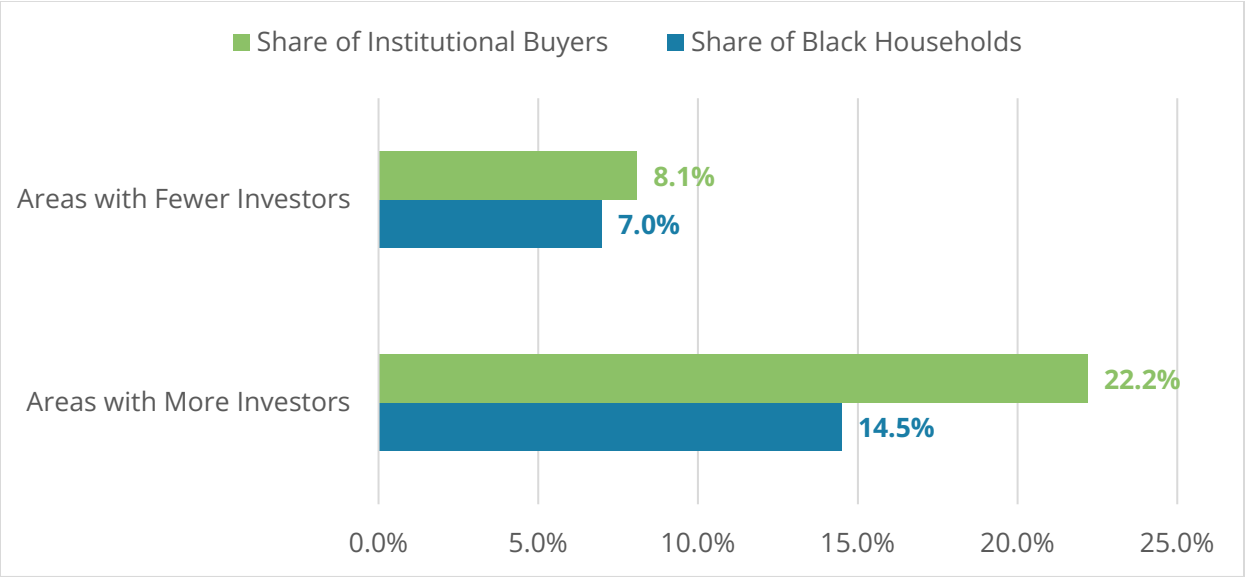


Data source: Impact of Institutional Buyers on Home Sales and Single-Family Rentals, National Association Of Realtors Research Group, May 2022.

In addition, corporate home purchases remove owner-occupied housing from the marketplace and increase rental housing stock, as more than 40 percent of corporate home purchases are for long-term rentals. Despite the increased housing rental stock, average rents in areas with high home purchases by investors go up more than the national average.

Investor-owned housing could have direct fair housing implications since areas with higher percentages of corporate home purchases occur in areas with higher percentages of Black/African American households (Figure 22). If households of color are affected equally or at higher rates by increased rent prices, limited homeownership opportunities, or displacement due to housing costs, these scenarios would represent fair housing concerns.

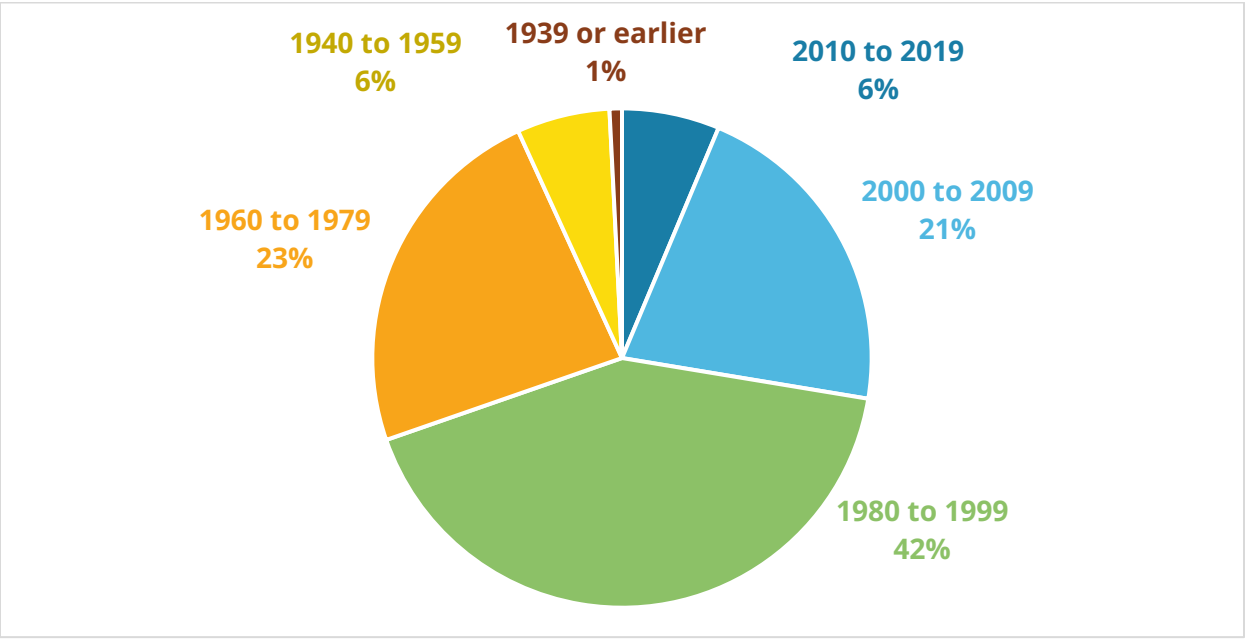
Figure 22: Percentage of Black Households in Areas with Above-Average Investor Housing Purchases



Data source: Impact of Institutional Buyers on Home Sales and Single-Family Rentals, National Association Of Realtors Research Group, May 2022.

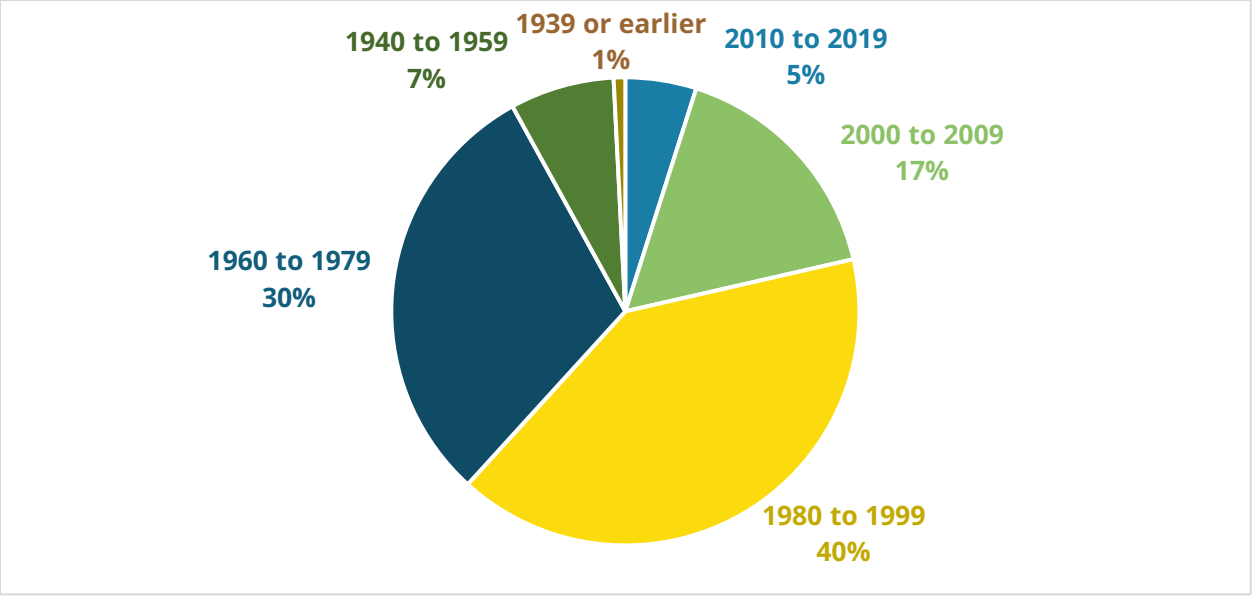
Data on the housing stock in Brevard County also indicate that a majority of both the owner-occupied and renter-occupied housing units were built between 1980 and 1999, while most of the newly constructed units built since 2000 are owner-occupied (Figures 23 and 24).

Figure 23: Age of Owner-Occupied Housing by Year Structure Was Built in Brevard County



Data source: 2017–2021 ACS 5-Year Estimates; Table S2504 Physical Housing Characteristics for Occupied Housing Units.

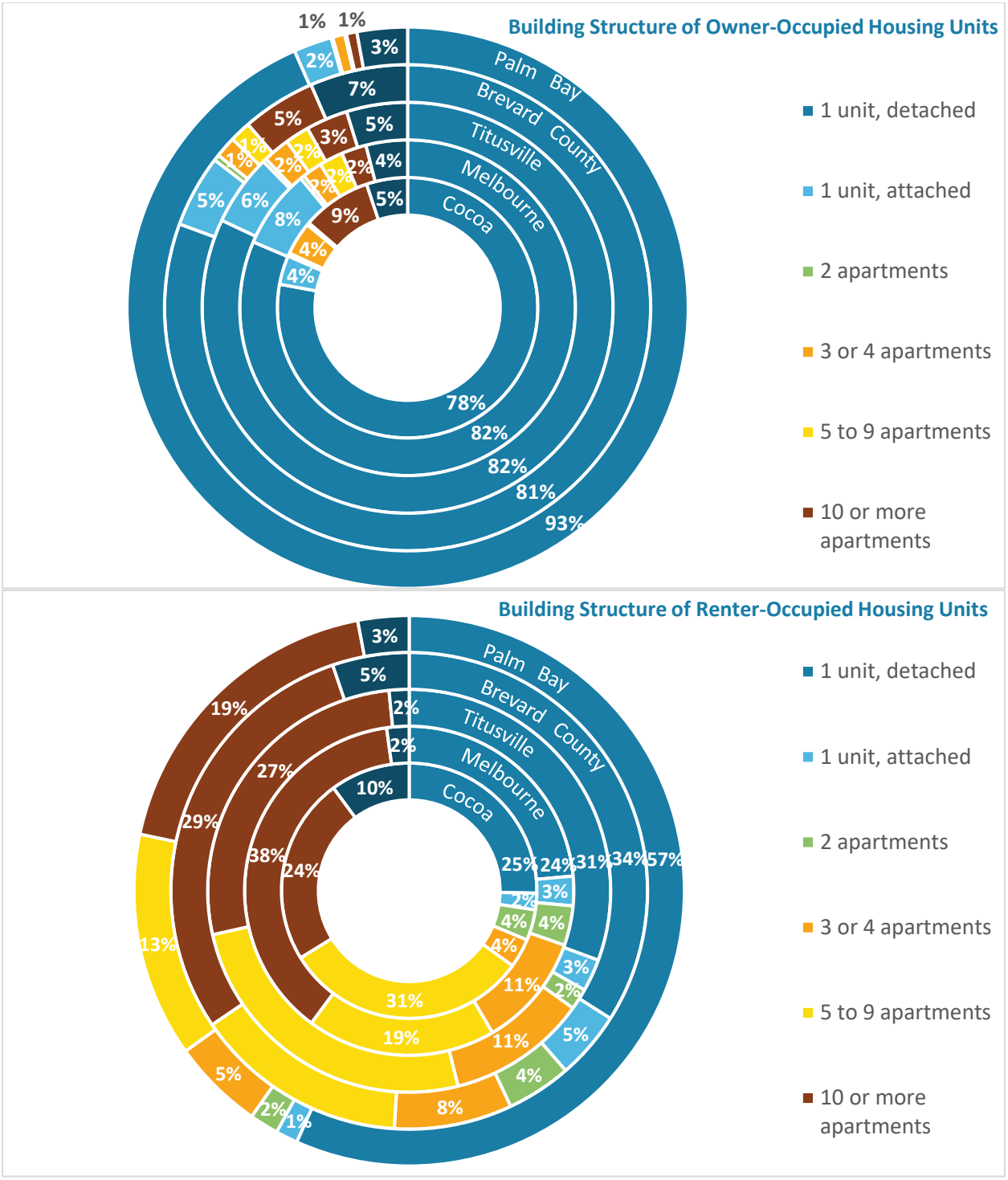
Figure 24: Age of Renter-Occupied Housing by Year Structure Was Built in Brevard County



Data source: 2017–2021 ACS 5-Year Estimates; Table S2504 Physical Housing Characteristics for Occupied Housing Units.

Most owner-occupied housing units in Brevard County, in addition to each of the four communities, are single-family housing units, while renter-occupied housing units vary considerably across communities, with Palm Bay containing primarily single-family housing units to Melbourne with primarily buildings containing 10 or more units. Figure 25 depicts the share of units by size and community for owners (top) and renters (bottom).

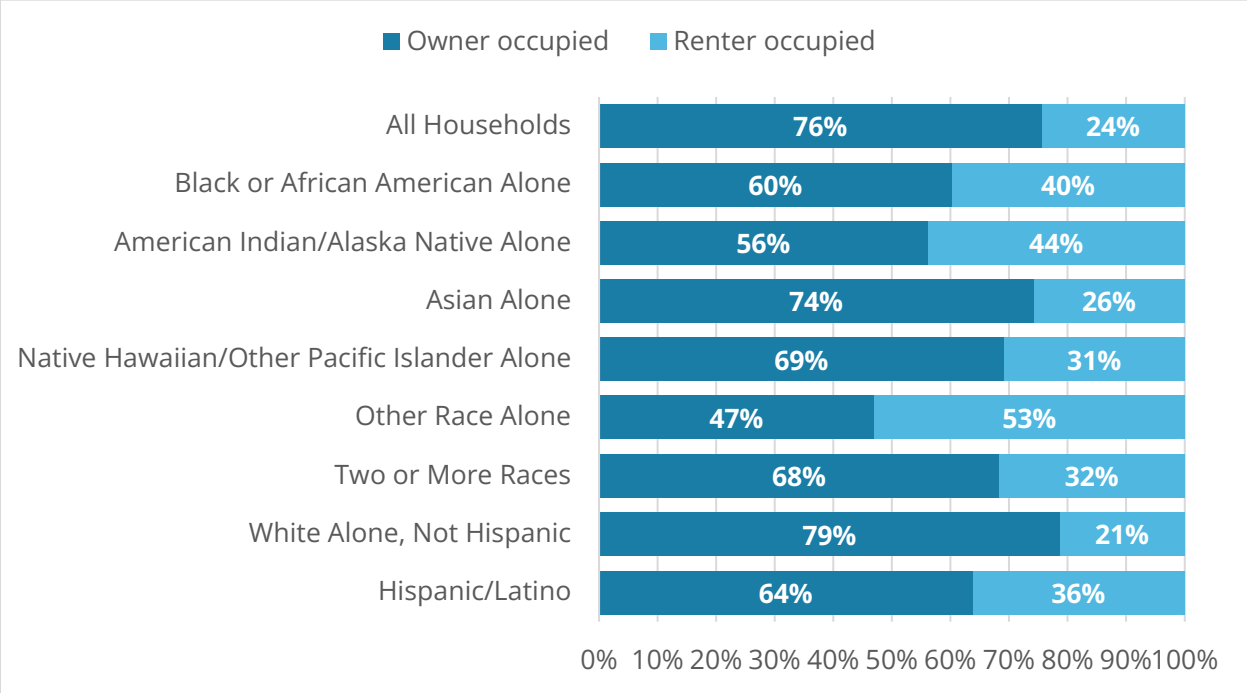
Figure 25: Units in Structure of Owner-Occupied (Top) and Renter-Occupied (Bottom) Housing Units



Data source: 2017–2021 ACS 5-Year Estimates; Table S2504 Physical Housing Characteristics for Occupied Housing Units.

Figure 26 outlines the percentage of owner-occupied and renter-occupied households by race and ethnicity in Brevard County. The data indicate that 76 percent of households were homeowners and 24 percent were renters overall, but when disaggregated by race and ethnicity, 79 percent of White households lived in owner-occupied units while 47 percent of households identifying as another race lived in owner-occupied units.

Figure 26: Race and Ethnicity in Owner-Occupied vs Renter-Occupied Housing in Brevard County by Percent



Data source: 2016–2020 ACS 5-Year Estimates Detailed Tables; Table B25003 Tenure.

Evictions and Foreclosures

Eviction and Foreclosure Filings in Brevard County

Data from the Shimberg Center provides information on the number of monthly eviction and foreclosure filings across Brevard County from January 2019 to March 2023. Figure 27 depicts the monthly number of evictions and foreclosures over the three-year period and indicates that there was significant monthly variation across the county.

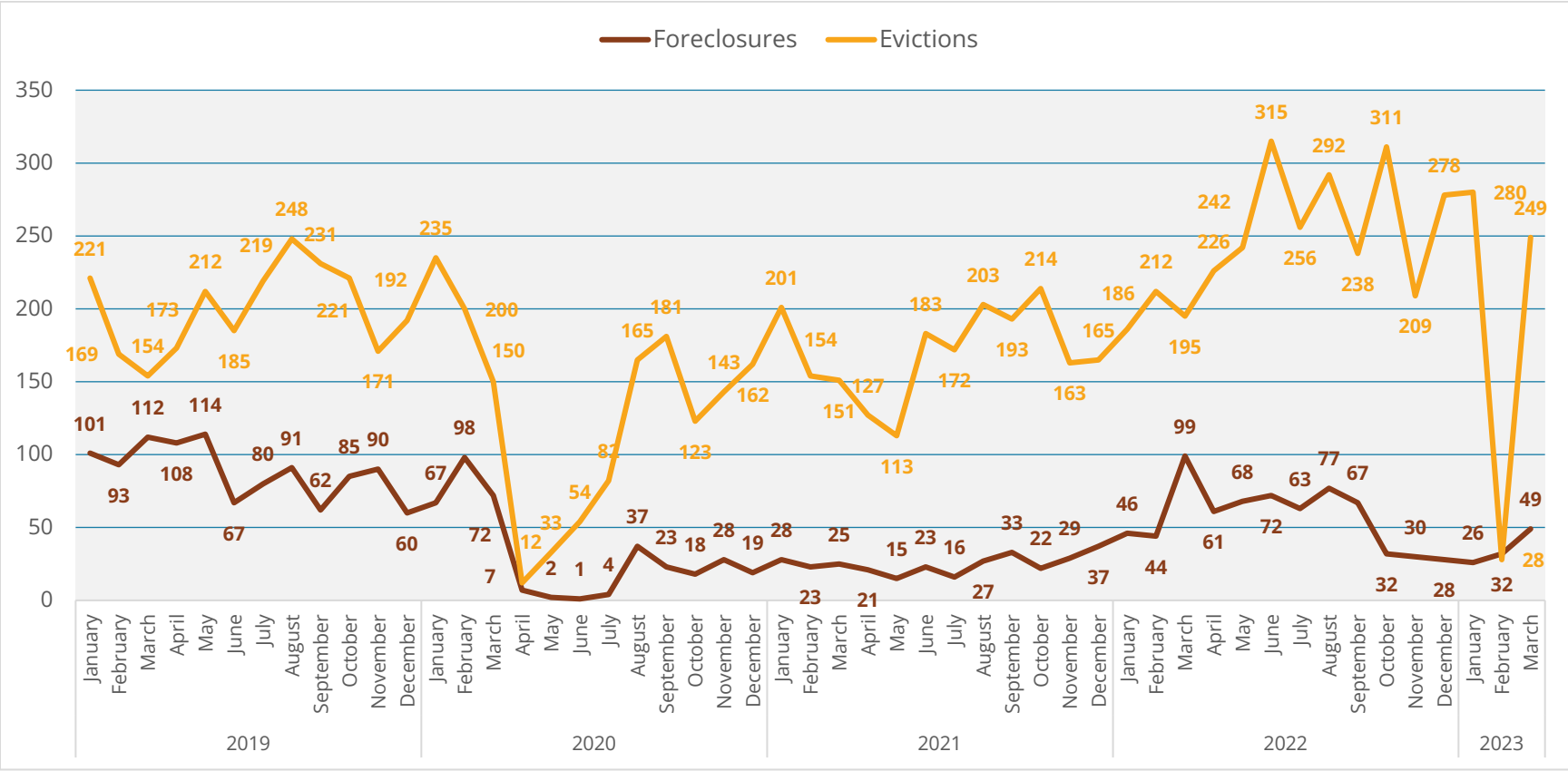
For evictions, there were an average of 200 filings a month in 2019. Over the next three years, the average was 128 in 2020, 170 in 2021, 247 in 2022, and as of March 2023, 186 average eviction filings each month. For foreclosures, there were on average 89 filings in 2019, 31 in 2020, 25 in 2021, 57 in 2022, and as of March 2023, 36 foreclosures on average each month.

Notably, the number of eviction filings dropped to 12 and the number of foreclosures to 7 in April 2020. By July 2020, evictions filings increased to 82 while foreclosures decreased

further to 4. The sharp drop in eviction filings and foreclosures in mid-2020 relative to 2019 likely reflects the first federal eviction and foreclosure moratorium, which was in effect from mid-March to the end of July 2020. The first moratorium, established by the Coronavirus Aid, Relief, and Economic Security Act, covered federally related properties, or in other words, properties assisted by federal assistance programs or with federally backed financing from agencies including HUD, the Department of Veterans Affairs, and the Department of Agriculture. At the state level, Florida Governor Ron DeSantis issued Executive Order 20-94, which established a statewide moratorium on April 1, 2020 and was extended multiple times until it expired on October 1, 2020. In addition, the Centers for Disease Control and Prevention's moratorium, which began on September 4, 2020 and ran until June 30, 2021, likely contributed to the relatively low number of eviction filings and foreclosures from mid- to late-2020 to mid-2021 compared to the number of filings pre-pandemic.

In more recent months, the number of eviction filings varied considerably by month yet trended higher than pre-pandemic levels. Foreclosures, on the other hand, were less volatile following the end of pandemic-era protections and appear to have increased during the summer of 2022 and decreased toward the end of the year.

Figure 27: Monthly Evictions and Foreclosures in Brevard County



Data source: 2023 Shimberg Center.

V. Access to Opportunity

Overview

"Housing discrimination" can refer to individual actions, but also to residential patterns, whether intentional or unintentional. Research indicates that children who grow up in disadvantaged neighborhoods are more likely to have poorer health, lower lifetime earnings, and other negative quality of life factors compared to children who grow up in areas of opportunity. Equity in neighborhood choice is a component of fair housing and the level of neighborhood quality, and its relation to protected classes, can be analyzed using different types of information.

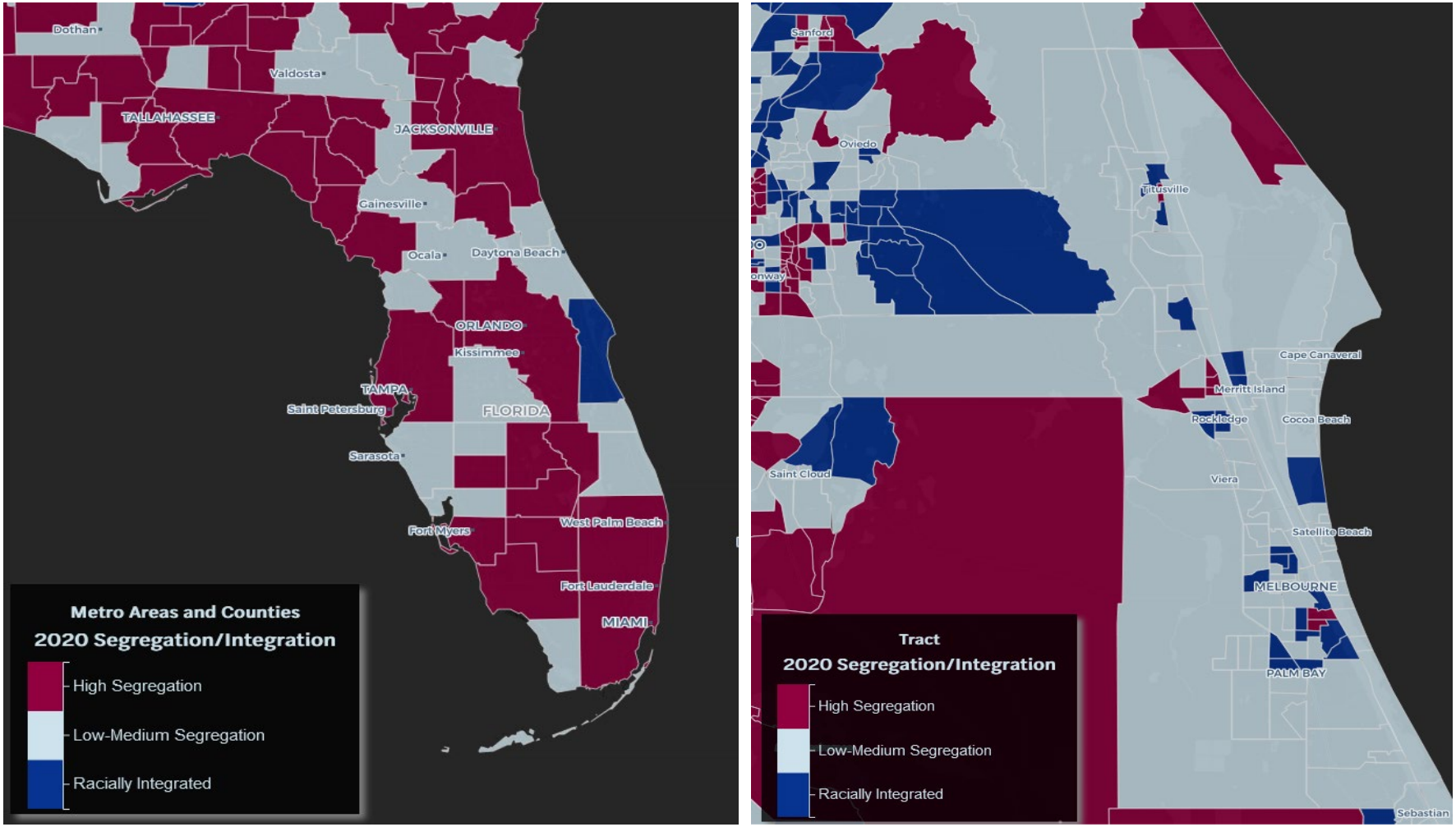
Segregation Indices

Segregation and diversity indices help measure the percentage of residents belonging to a minority group, the degree to which a minority group is distributed in a community, and the number of minority groups in an area (diversity). There are numerous index calculations and methods, each with a unique purpose, but a sample of segregation indices can help show signs of housing discrimination and barriers to housing opportunity.

The University of California—Berkeley's Roots of Structural Racism project measures racial residential segregation using several methods for every city and metropolitan area in the U.S. After the 2020 Census, the study found that of all metro areas in the U.S. with over 200,000 people, the Palm Bay-Melbourne-Titusville metropolitan statistical area (MSA)—which comprises most of Brevard County—is one of only five that are considered "integrated" for residential segregation. The data indicate that Brevard County has become more diverse since 1980 and overall levels of segregation have decreased; however, there is variation across census tracts.

Residential segregation is just one method for analyzing barriers to housing choice. It does not necessarily measure the income level of residents, the quality of the housing, and the quality of schools and other amenities within a given neighborhood.

Figure 28: Racial/Ethnic Segregation by County (Left) and Racial/Ethnic Segregation by Census Tract (Right)



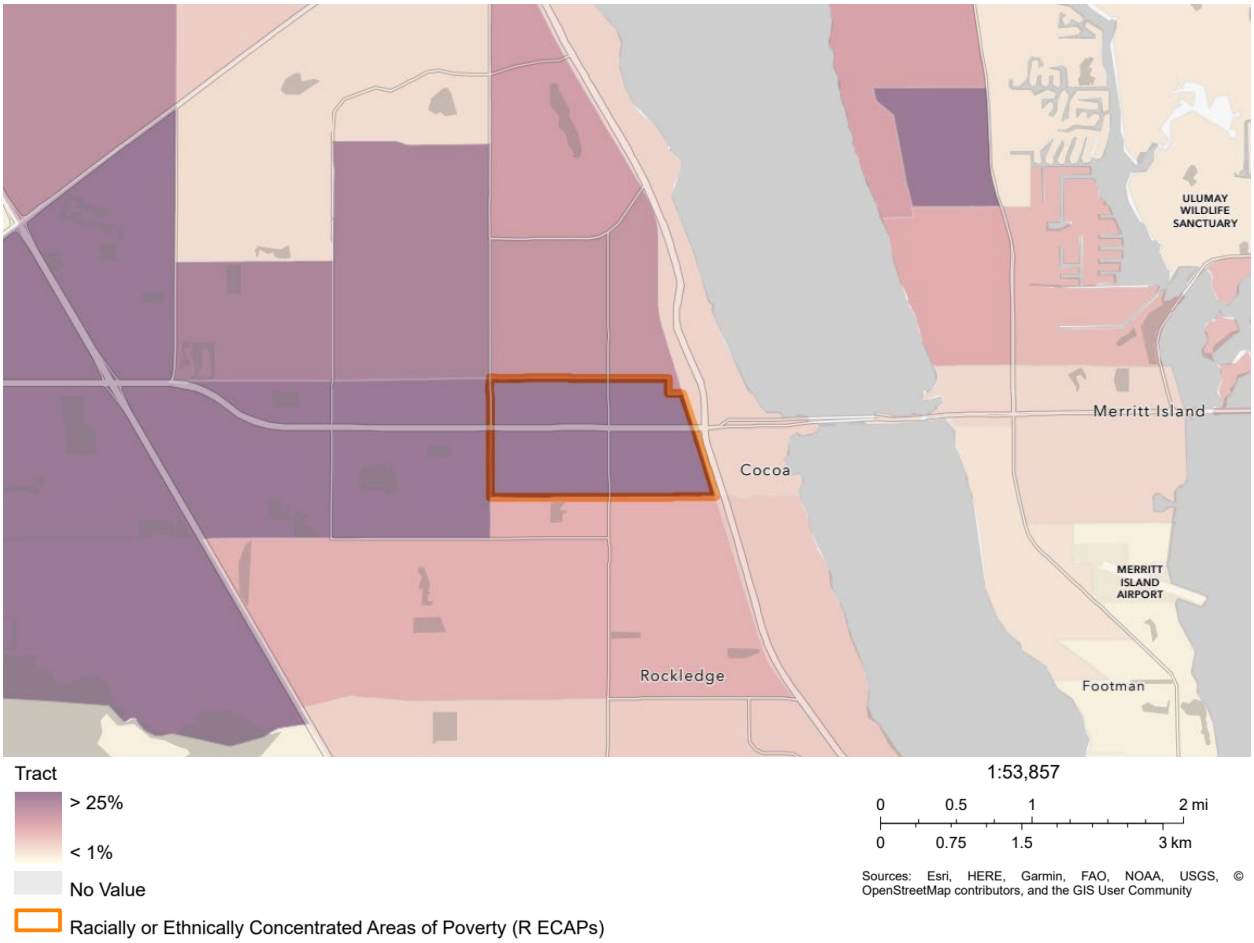
Data source: Stephen Menendian, Arthur Gailes, and Samir Gambhir, [The Roots of Structural Racism: Twenty-First Century Racial Residential Segregation in the United States](#) (Berkeley, CA: Othering & Belonging Institute, 2021).

R/ECAPs

R/ECAPs are census tracts designated by HUD as meeting racial/ethnic concentration and poverty thresholds. Specifically, R/ECAPs are census tracts where the population of individuals identifying as a race or ethnicity other than White is 50 percent of the population or more. The census tract must also qualify as having "extreme poverty," which HUD defines as having 40 percent of the population living at or below the federal poverty line. The area may also meet the poverty threshold by exceeding 40 percent or three times the average tract poverty rate in the metro area.

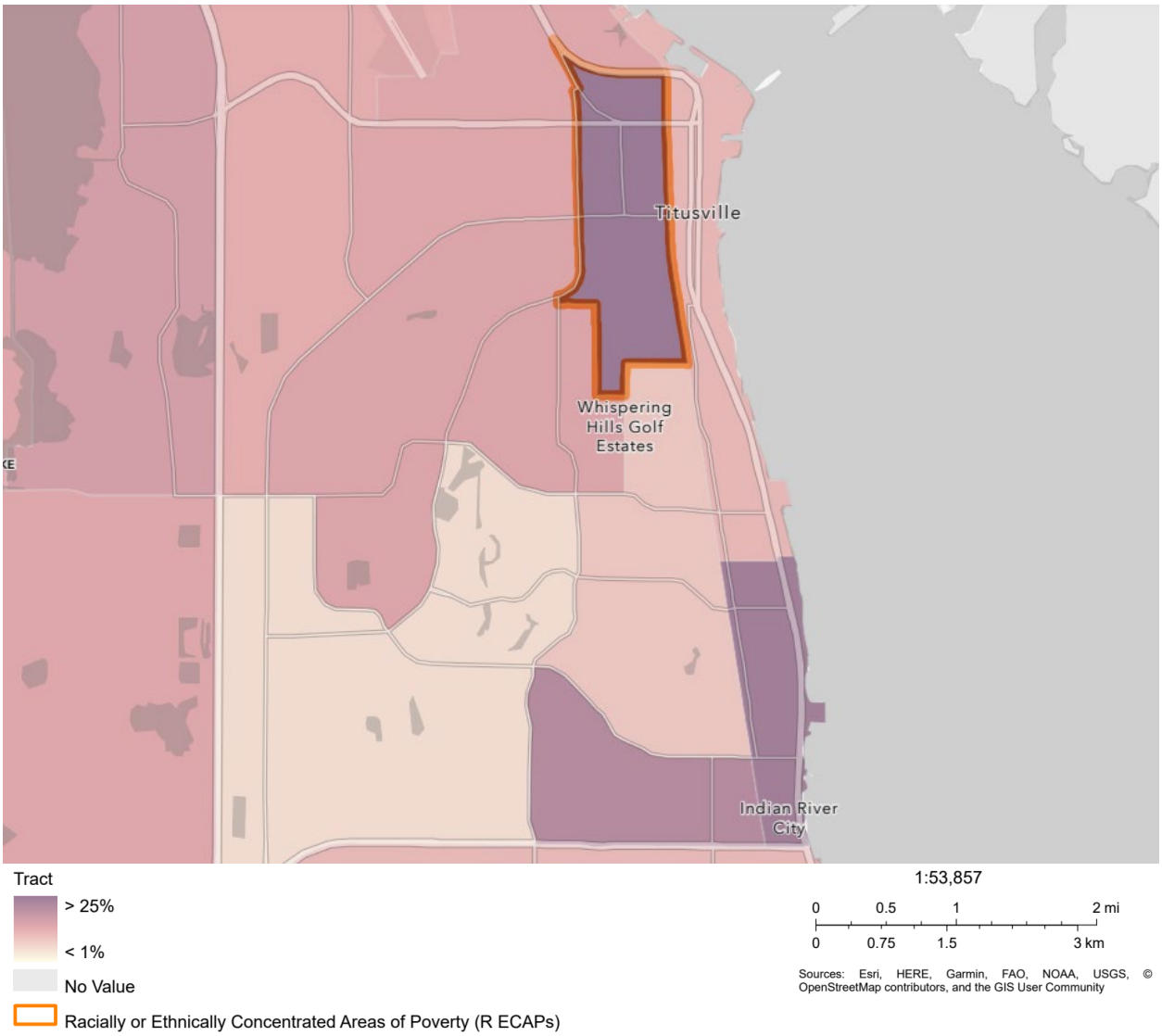
Figures 29 and 30 depict Brevard County's two R/ECAPs. One is located in Cocoa (Figure 29) and the second is in Titusville (Figure 30).

Figure 29: Cocoa R/ECAP Census Tract with Percentage of Population Below the Poverty Level



Data source: HUD Data; 2013–2017 ACS 5-Year Estimates

Figure 30: Titusville R/ECAP Census Tract with Percentage of Population Below the Poverty Level

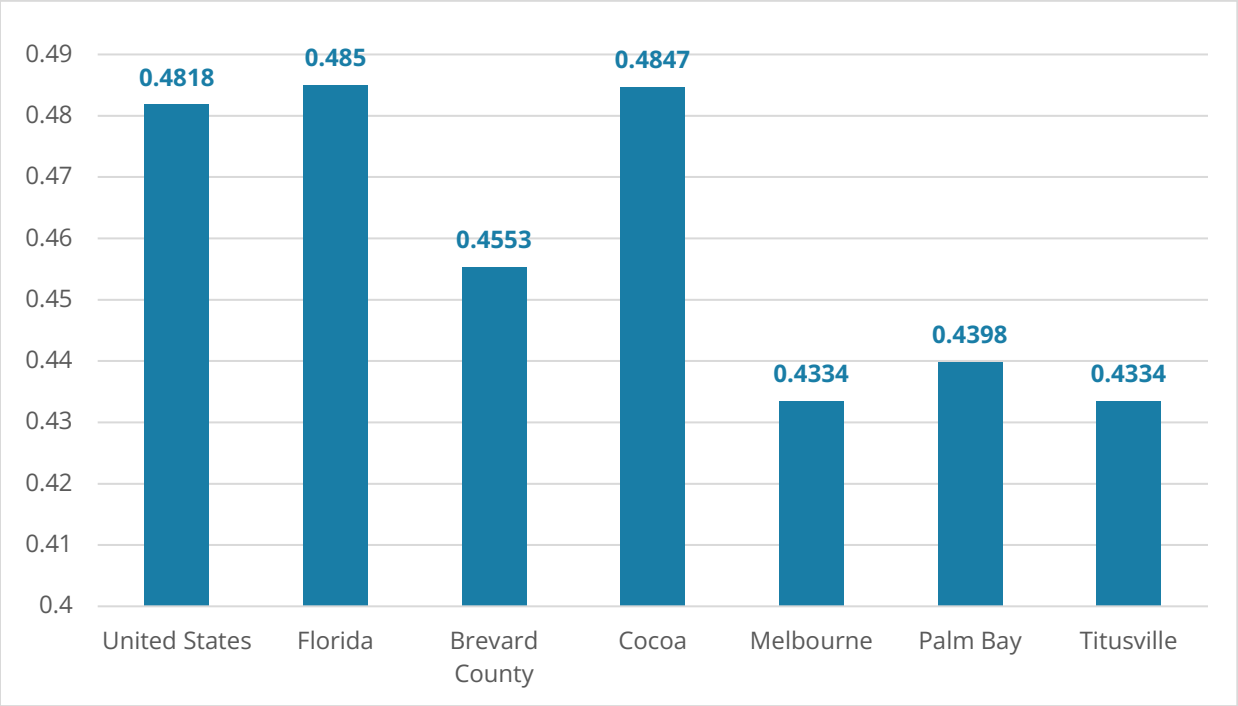


Data source: HUD Data; 2013–2017 ACS 5-Year Estimates.

Gini Index

The Gini index of income inequality measures how much household incomes in an area deviate from an equal distribution, on a scale from 0 to 1. A Gini index of 0 is an exactly equal distribution of income, while a Gini index of 1 is complete inequality in how household incomes are distributed. All municipalities within Brevard County have a Gini index that is less than the Florida statewide value of 0.485. The city of Cocoa has the highest index value (0.488), while the cities of Melbourne, Palm Bay, and Titusville have comparatively lower values. This suggests that Melbourne, Palm Bay, and Titusville have a more equal distribution of household income relative to the countywide Gini index of 0.455 (Figure 31).

Figure 31: GINI Index of Income Inequality for Selected Areas



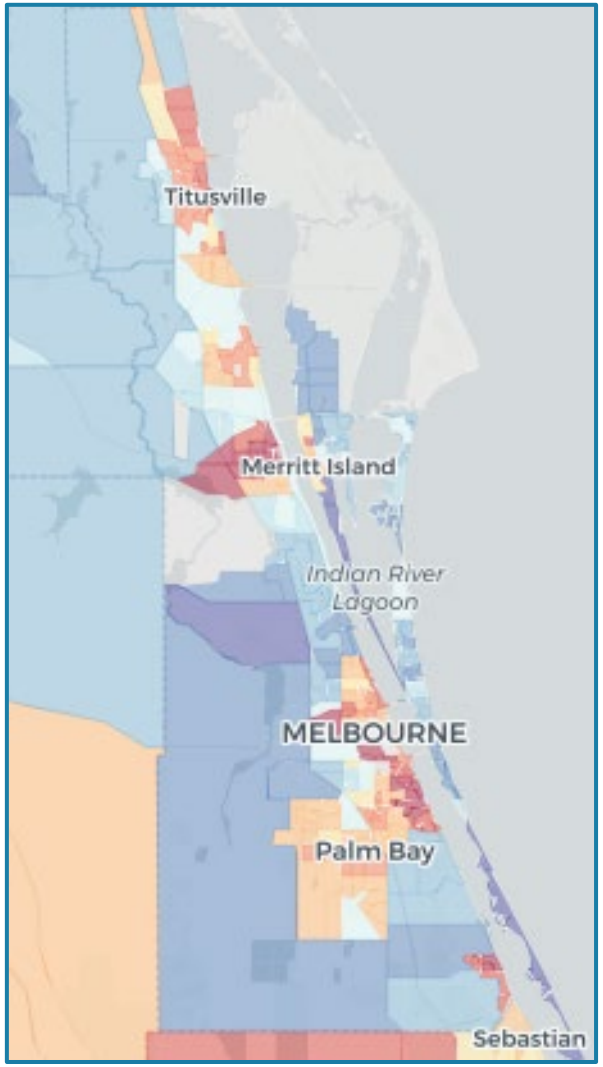
Data source: 2017–2021 ACS 5-Year Estimates Detailed Tables; Table B19083 GINI Index of Income Inequality.

Area Deprivation Index

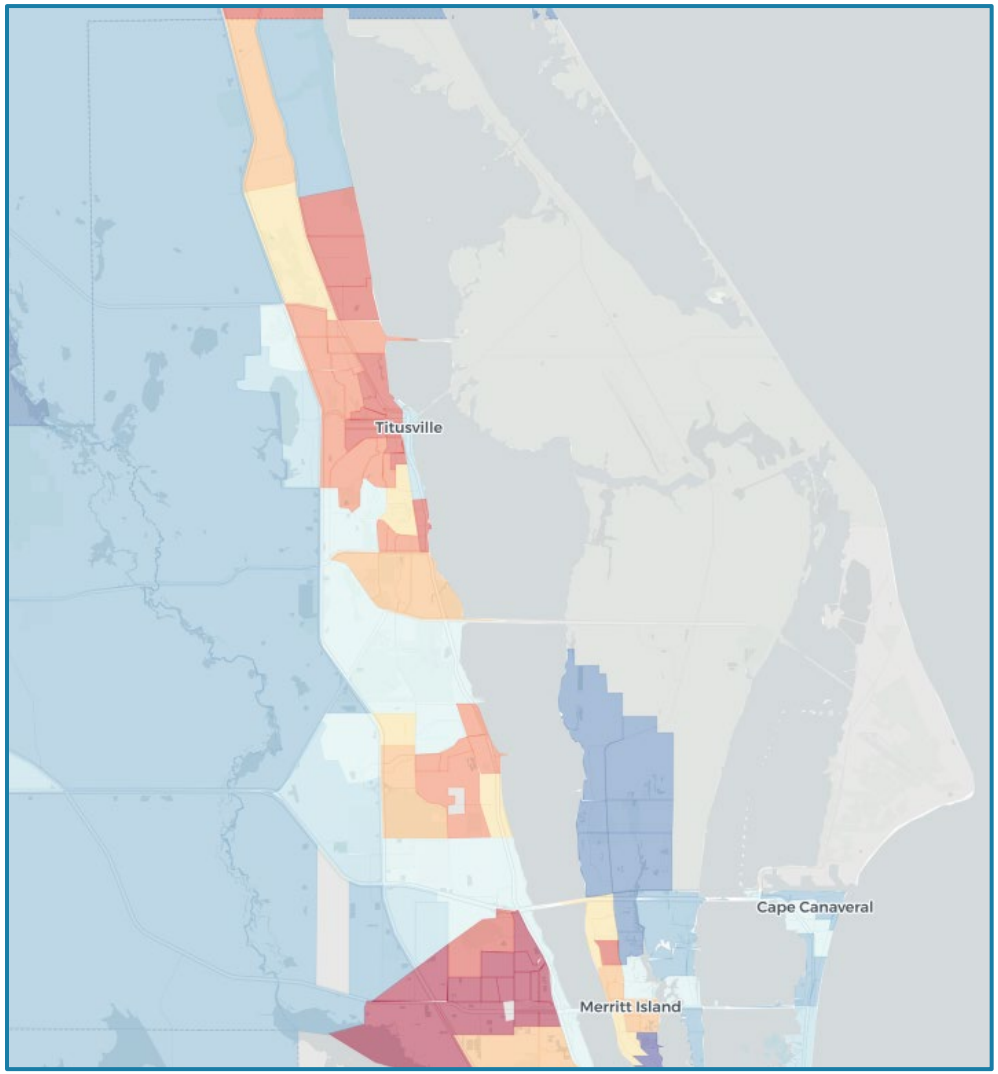
The University of Wisconsin—Madison established the Neighborhood Atlas to map an area's overall neighborhood quality using factors related to income, education, employment, and housing quality. Using a measure called the area deprivation index, the Neighborhood Atlas visually depicts the level of socioeconomic disadvantage for each census tract block group in a community using a scale of 1 for the least disadvantaged block groups to 10 for the most disadvantaged block groups. Figure 32 depicts the Neighborhood Atlas for Brevard County and indicates that there is noticeable variation across communities in the County.

Figure 32: Neighborhood Atlas in Brevard County

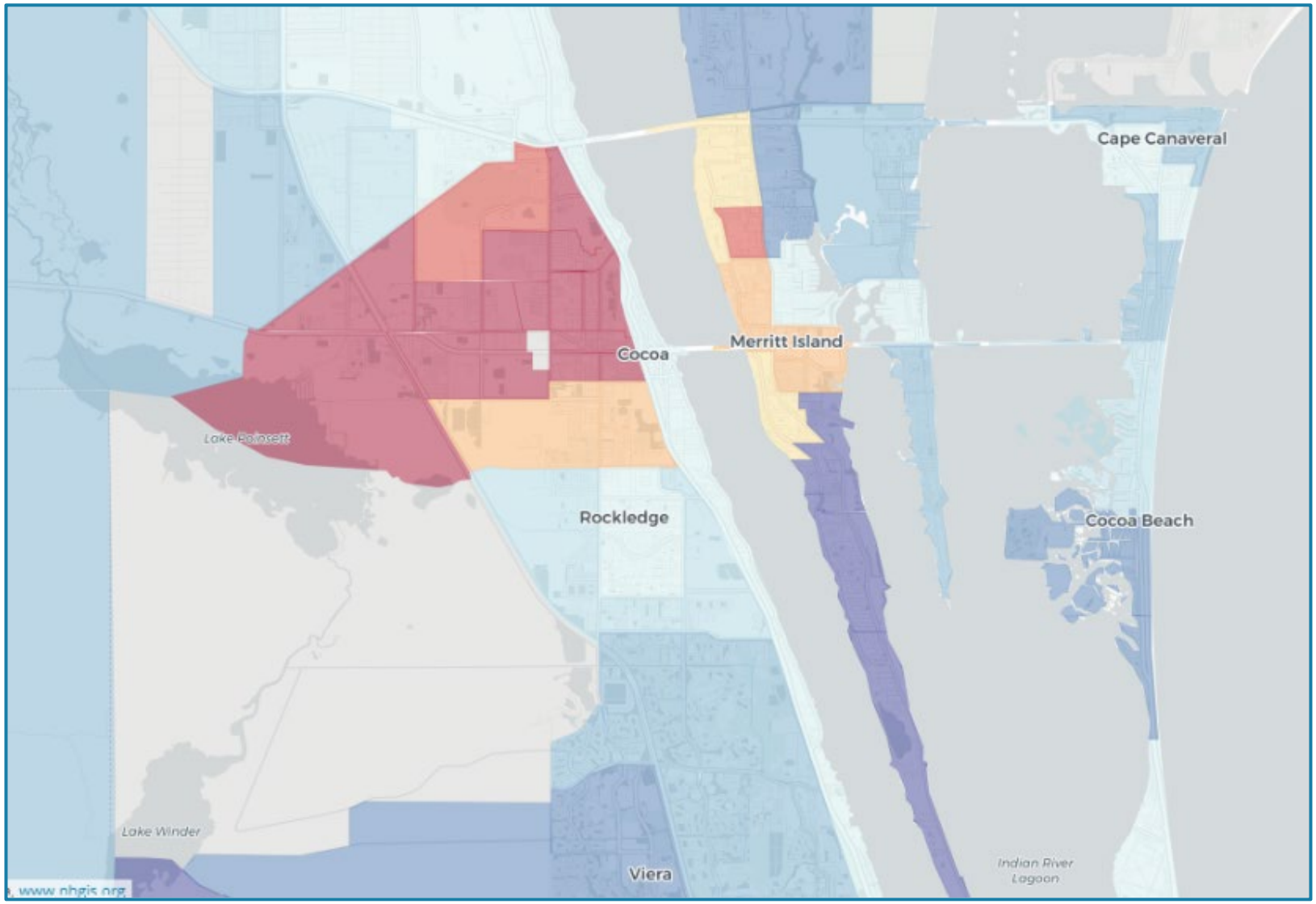
Map A: Brevard County



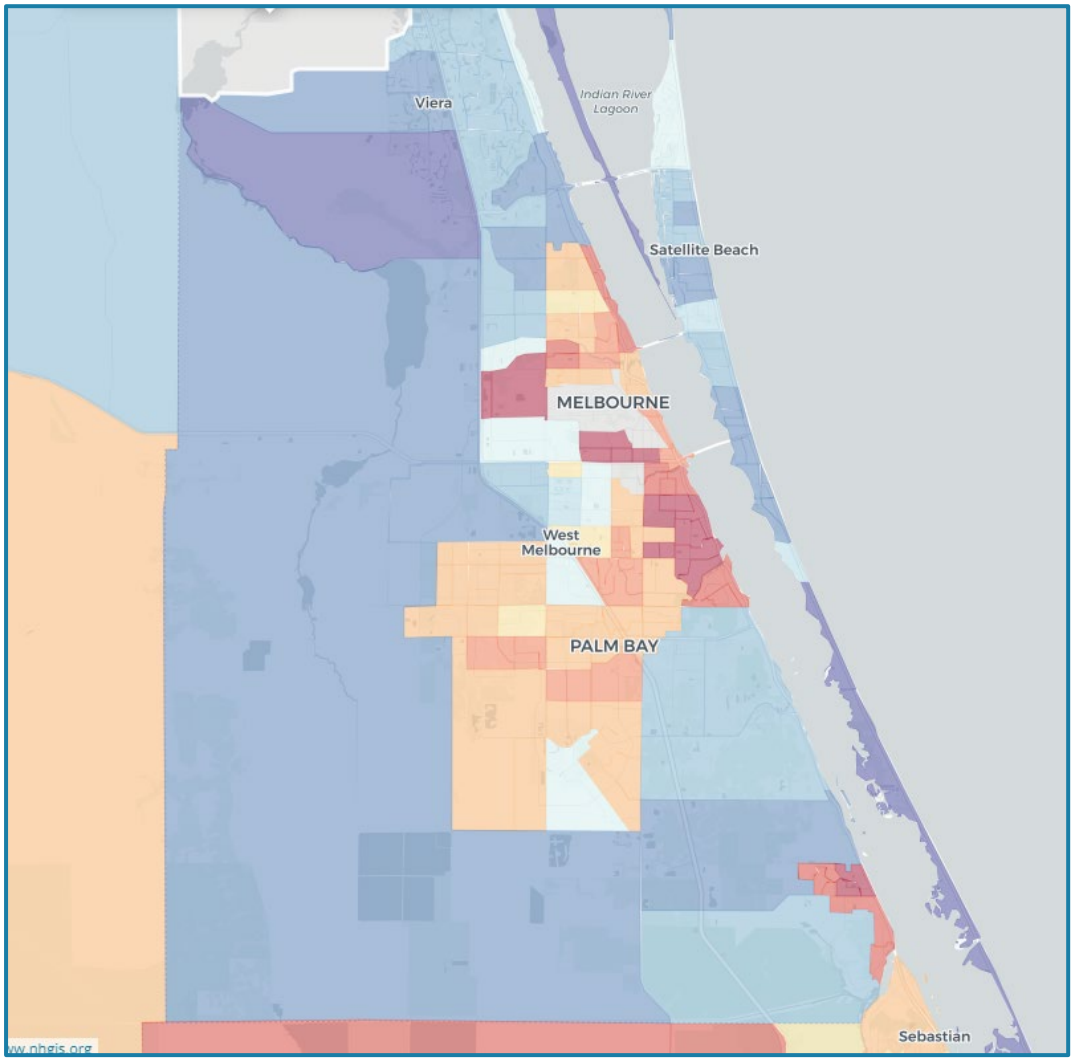
Map B: Northern Brevard County



Map C: Central Brevard County



Map D: Southern Brevard County



Data source: 2021 Neighborhood Atlas, University of Wisconsin—Madison School of Medicine and Public Health.

Environmental Quality

The quality of the natural environment, including pollution, noise, and the likelihood of natural hazards and the effects of climate change, is a significant part of neighborhood quality and is often unequal across neighborhoods and the communities within them.

Pollution and exposure to the impacts of climate change disproportionately affect communities of color, such as exposure to air and water pollution, and growing risks of housing instability from climate crises like extreme heat, flooding, and wildfires.

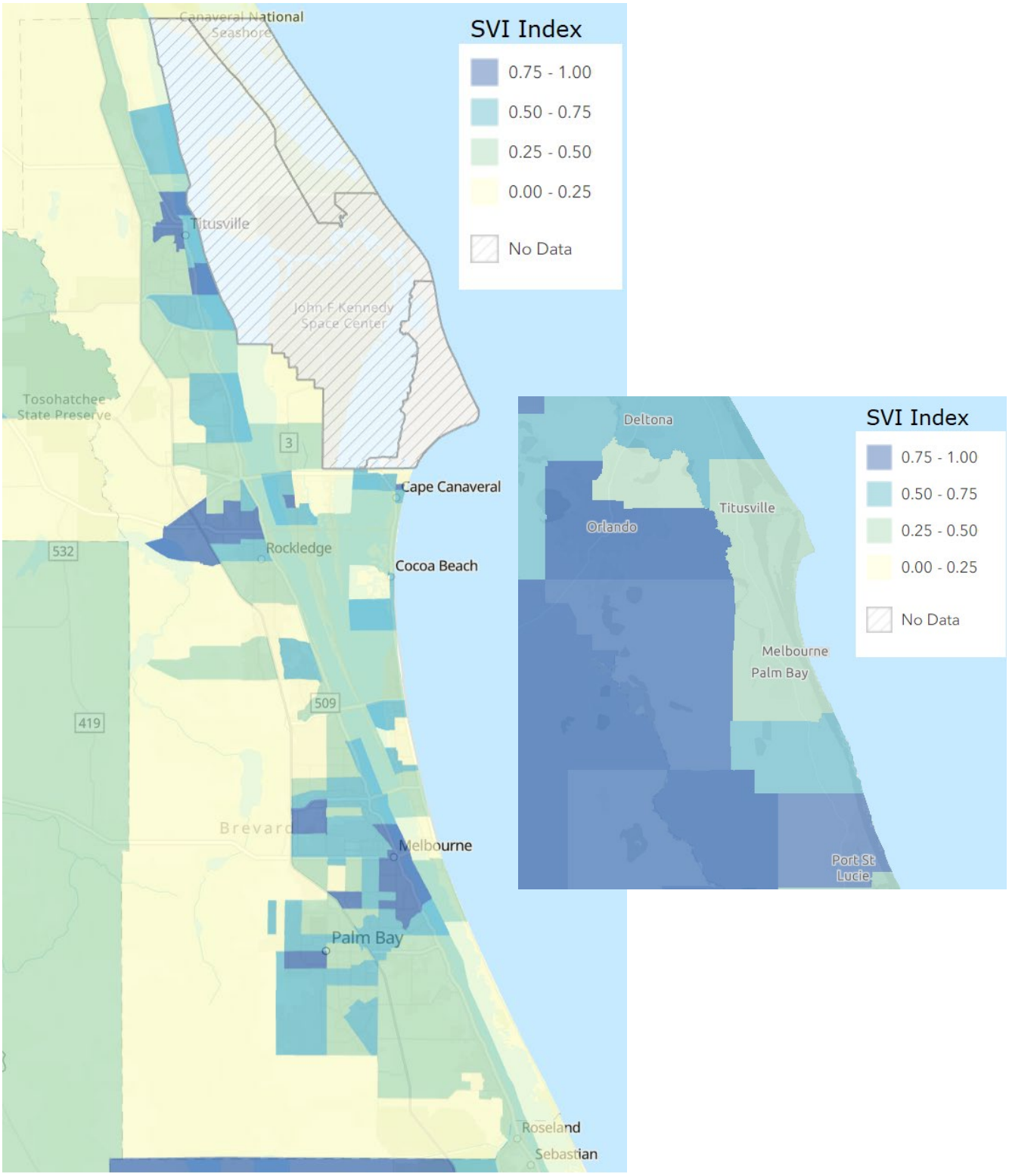
The idea of unequal exposure or an unequal burden by vulnerable populations (including the fair housing protected classes) has led to calls for environmental justice. Environmental justice is defined by the federal government, including the U.S Environmental Protection Agency, Department of Energy, Department of Justice (DOJ), and HUD, as "the fair treatment and meaningful involvement of all people, regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies." In addition, fair treatment means that, "no population bears a disproportionate share of negative environmental consequences resulting from industrial, municipal, and commercial operations or from the execution of federal, state, and local laws, regulations, and policies."

Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations" issued in 1994, requires federal agencies, including HUD, to consider how federally assisted projects may have disproportionately high and adverse human health or environmental effects on minority and/or low-income populations.

Environmental justice can be analyzed in several ways. One is to assess the residents of an area who are most at risk before a disaster occurs. The U.S. Centers for Disease Control and Prevention Social Vulnerability Index (SVI) identifies at-risk groups, (socially vulnerable populations) that would require special attention in a disaster like a hurricane or flood. In emergency preparedness and rescue, the goal for emergency responders is to reach every person in a community. The SVI ranks census tracts using a metric that takes into account the population's socioeconomic status, household characteristics, racial and ethnic minority demographic composition, housing types, and transportation. Percentile ranking values for each tract range from 0 to 1, with higher values indicating greater vulnerability.

Within Brevard County, census tracts with a high SVI are located in and around the cities of Cocoa, Melbourne, Palm Bay, and Titusville, all in the top 75 percent of census tracts for social vulnerability in the county. The county as a whole, however, is in the lower half of social vulnerability among all counties across the country and has a lower ranking than most surrounding Florida counties (Figure 33).

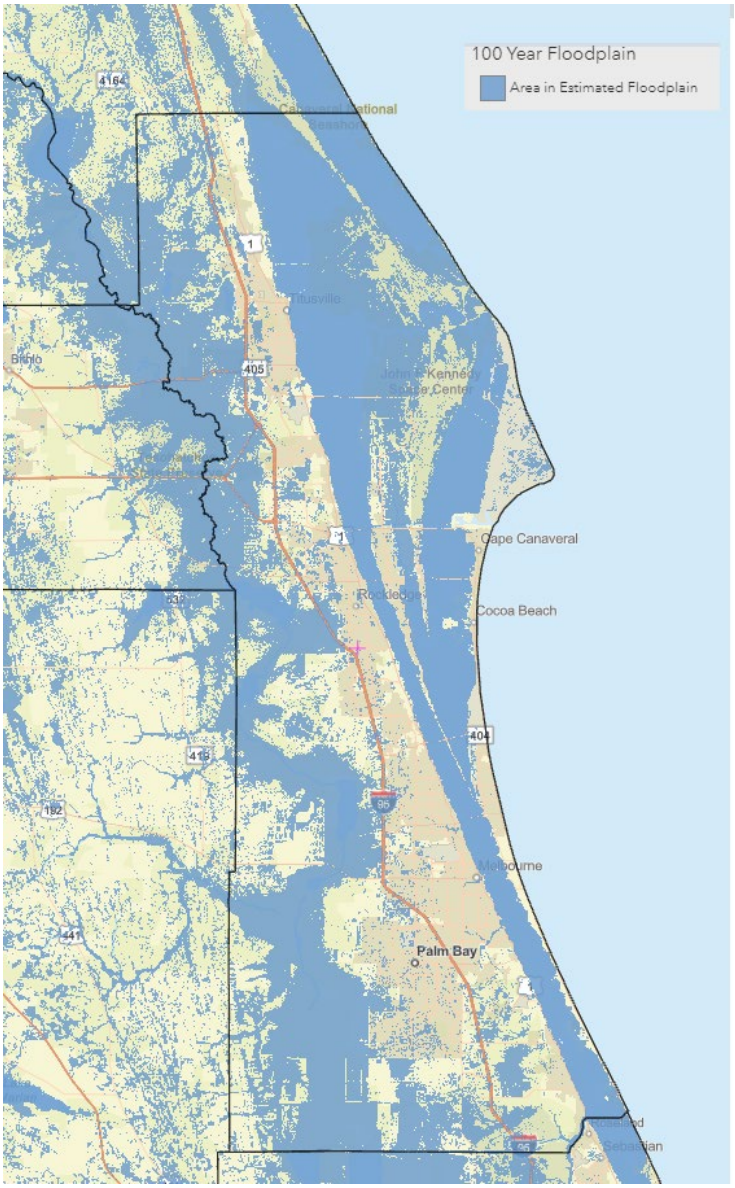
Figure 33: Social Vulnerability in Brevard County Census Tracts



Data source: 2020 Centers for Disease Control and Prevention SVI.

While health and safety are a top priority, financial and housing vulnerability is a concern among low-income residents who may not have the financial resources to recover after a disaster. Homes and businesses in high-risk flood areas with mortgages from government-backed lenders are required to have flood insurance; however, the high cost of homeowners insurance in Florida increases the housing cost burden and makes homeownership infeasible for many. Figure 34 depicts the Federal Emergency Management Agency's (FEMA's) 100-year floodplain map for Brevard County and indicates that significant portions of the County are within a floodplain.

Figure 34: 100-Year Floodplain in Brevard County



Data source: FEMA 100-year Floodplain mapping showing areas that are considered a "high risk" for flooding (Zone A—on official FEMA maps).

Transportation

Low- to moderate-income households without a vehicle are at a disadvantage in accessing jobs and services, particularly if public transit is inadequate or absent. Access to public transit can therefore be critical for these households and without convenient access, households can have fewer employment opportunities. Enhancing connectivity between residential areas with low- and moderate-income households with employment opportunities is key to expanding fair housing choices. Transportation is just one element influencing access to opportunity and includes elements such as pedestrian safety; proximity to and accessibility of jobs, services, and amenities to housing options; and the availability and access of transit options for different communities.

Brevard County can be difficult to traverse due to its geography. During the consultation process, stakeholders noted that it can take 45 minutes to one hour to travel the entire length of the county and that this commute is even longer for individuals traveling by bus when accounting for multiple bus stops along the way. For those that rely on public transit, navigating the county can quickly become quite time-consuming. The Chamber of Commerce identified transportation as an economic development issue since the area's hotel industry depends upon low-income employees who often utilize public transportation because they cannot afford a personal vehicle. Stakeholders also noted that seniors living on fixed incomes also have difficulty securing transportation to medical appointments.

Space Coast Transportation Planning Organization

The Space Coast Transportation Planning Organization (SCTPO) is the metropolitan planning organization that administers all policies and procedures for state and federal transportation funding for Brevard County. Brevard County is served by a bus-based transit system operated by Space Coast Area Transit. SCTPO has published several studies and assessments in recent years exploring issues related to transportation and employment access as well as pedestrian safety concerns.

SCTPO's Bicycle & Pedestrian Master Plan explored transportation and employment access in Brevard County. Although housing was not a component of the plan, it included data from a transit user survey indicating that 23 percent of survey respondents ride a bicycle because they lack access to a vehicle. According to the plan, households in poverty and households without access to a car may depend on walking and bicycling as their primary modes of transportation. Though access to a car is generally widespread in Brevard County, areas with limited access to a car are also the areas with the highest poverty rates and include downtown Titusville, central and eastern Cocoa, and central areas in Melbourne. In these areas, residents unable to afford a car are at a disadvantage regarding the transportation options available to them. Over 60 percent of residents in transportation-disadvantaged areas are residents belonging to minority communities and,

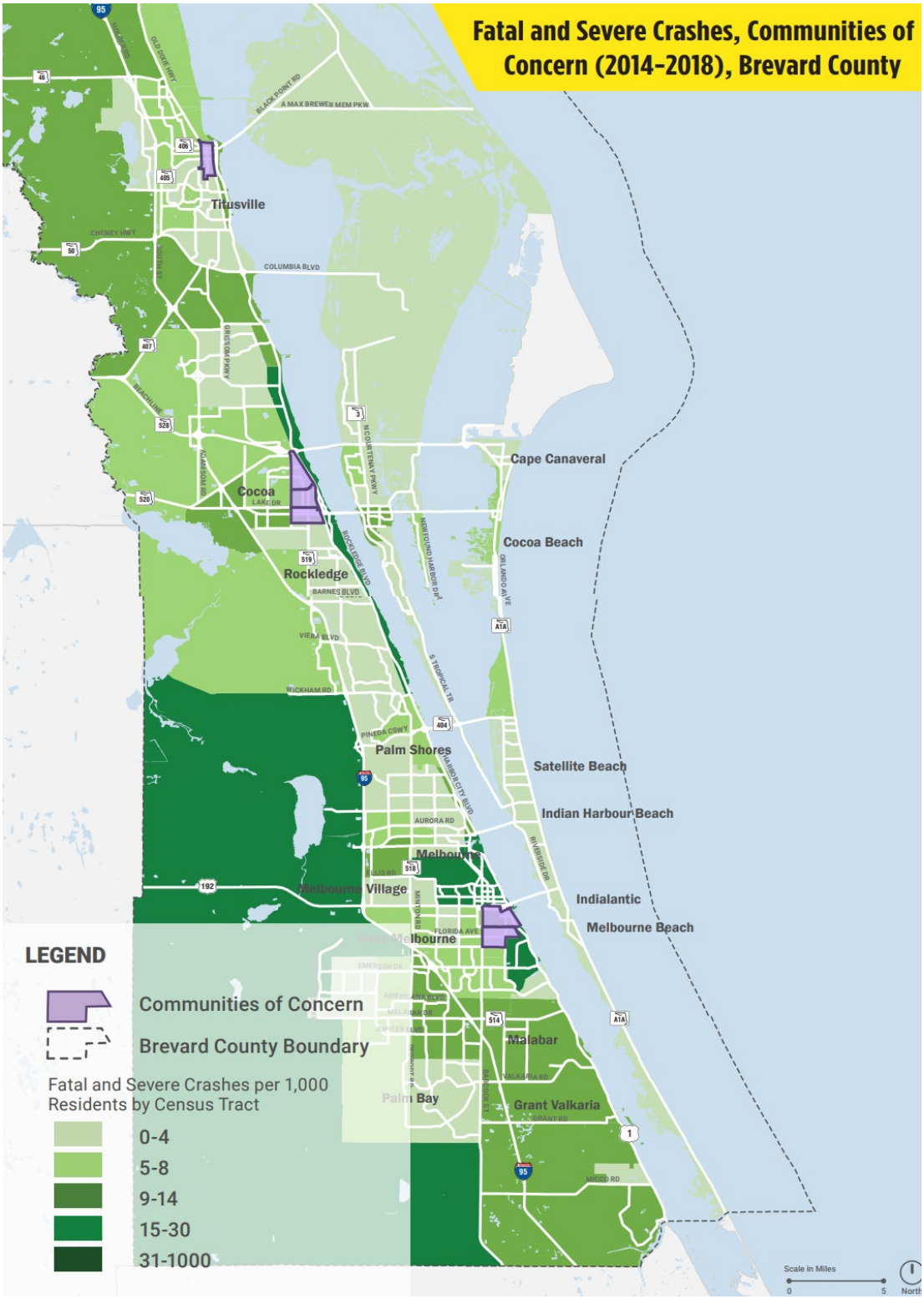
with limited access to personal vehicles, many residents utilize public transit, carpooling, vanpooling, walking, and biking.

The plan also identified transit corridors in Brevard County that are crucial regional connections and currently lack facilities or have significant gaps in existing facilities. This process helped determine which transit corridors to prioritize for bicycle and pedestrian improvements and identified whether underprivileged communities in Brevard County were equitably represented in the SCTPO's bicycle and pedestrian improvement network. The plan considered census block groups as underprivileged if 30 percent or more households were below the federal poverty level or 20 percent or more households did not own a car. Using this criterion, the plan identified nine "priority corridors" that influence the prioritization of bicycle and pedestrian improvements countywide, help determine transit routes, and factor into proposed transit projects each year.

The SCPTO also published a Transportation Resiliency Master Plan in 2023 to explore the vulnerabilities of the region's transportation system to hazards such as aging infrastructure, hurricanes, flooding, and other stressors. The plan also analyzes which communities are most at risk in the event of different hazards. Although the plan did not assess the relationship between housing and transportation in Brevard County, the SCPTO will include housing as a component of its upcoming 2050 Long Range Transportation Plan. The development of the 2050 Long Range Transportation Plan will span about two years and will be completed in 2025. Linking transportation with land use planning will be key to enhancing connectivity between housing, job centers, and other amenities across the county.

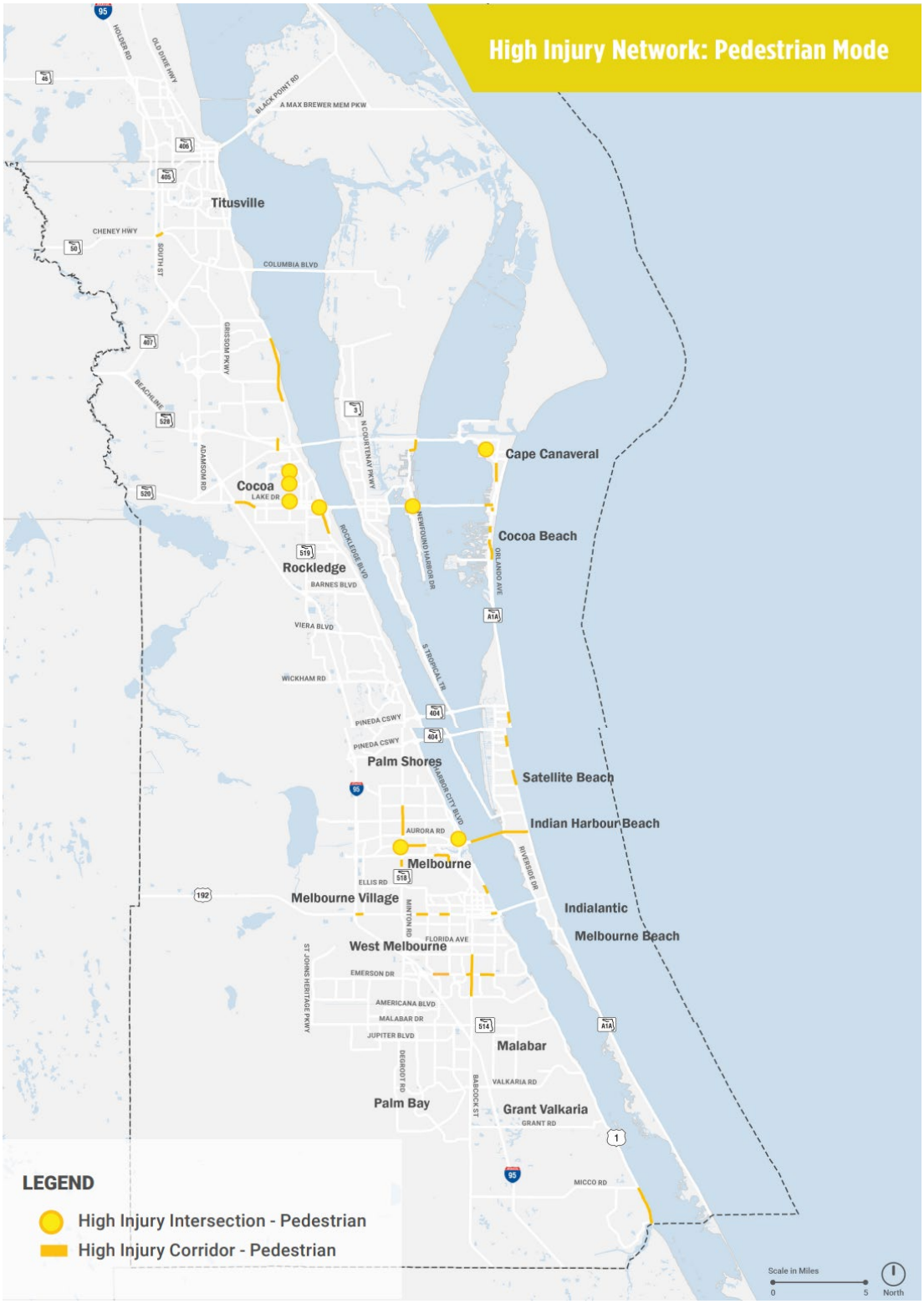
Lastly, SCTPO published a Vision Zero report in 2020 that outlines the county's goal of eliminating fatalities and severe injuries on Brevard County's roadways. Pedestrian safety has become a top concern as there were 3,343 deaths or severe injuries on county roadways between 2014 and 2018. Vision Zero aims to prevent fatalities on the roadways through a combination of education and targeted enforcement. Figure 35 depicts the number of fatalities and severe crashes from 2014 to 2018 and highlights communities of concern for the SCTPO. Figure 36 depicts traffic corridors and intersections in Brevard County where there were high numbers of pedestrian injuries between 2014 and 2018. Further analysis is needed to better understand the relationship between areas with high numbers of pedestrian injuries and transportation access and availability.

Figure 35: Fatalities, Severe Crashes, and Communities of Concern in Brevard County



Data source: 2020 SCTPO Vision Zero.

Figure 36: High Injury Locations for Pedestrians in Brevard County



Data source: 2020 SCTPO Vision Zero.

VI. Fair Housing Education and Enforcement

Overview

The following section outlines current fair housing education and enforcement activities available to residents of Brevard County and includes a summary of existing groups, organizations, and agencies providing fair housing resources such as legal assistance.

Appointed Boards and Commissions

Florida Commission on Human Relations

In 1969, the State of Florida Legislature established the Florida Commission on Human Relations to enforce the Florida Civil Rights Act and address complaints of discrimination in housing, employment, and public accommodations on the basis of race, color, religion, sex (including gender identity and sexual orientation), pregnancy, national origin, age, disability, familial status, and marital status. Through education, outreach, and partnerships with other organizations and agencies, the Commission promotes the fair treatment of persons within the state's protected classes.

The Commission is comprised of 12 members who are appointed by the governor and confirmed by the Florida senate for four-year terms. Commission members must represent the various racial, religious, ethnic, social, economic, political, and professional groups across Florida, and at least one member must be aged 60 or older. Governor Ron DeSantis appointed six members to the Commission in July 2020.

Chapter 760 of the Florida Statutes outlines the responsibilities of the Commission which include providing the following services:

- Investigating allegations of discrimination in employment, housing, and public accommodations (e.g., businesses, hotels, movie theatres, etc.).
- Investigating complaints of state employee whistle-blower retaliation.
- Offering mediation services to facilitate conflict resolution.
- Assisting Florida businesses through training services and distributing educational resources.

According to its website, the Commission has investigated and closed more than 74,000 cases and has negotiated about $13 million in settlements for more than 1,500 people through its mediation services. Information from the state's Office of Program Policy Analysis and Government Accountability indicates that in FY 2020–2021, the Commission accepted 1,897 cases involving discrimination, resolved 1,926 cases, and resolved 59 percent of complaints within the required timeframe.

The Commission is the State of Florida's Fair Housing Assistance Agency, which means it participates in HUD's Fair Housing Assistance Program and receives annual funding from HUD to process fair housing complaints, investigate allegations of discrimination, and conduct administrative or judicial enforcement of fair housing issues. HUD's FY 2021 Fair Housing and Equal Opportunity (FHEO) Annual Report notes that during FY 2021, HUD filed 64 fair housing complaints in Florida while the Commission filed 637.

Florida Housing Finance Corporation

The Florida Legislature established the Florida Housing Finance Corporation (Florida Housing) in 1980 to help provide a variety of affordable housing opportunities for residents across the state. Florida Housing currently offers numerous federal and state-funded homeowner and rental housing programs that assist households and develop housing units. In its 2022 Annual Report, Florida Housing notes that there are 4,737 rental units in Brevard County that have received funding from Florida Housing and are either currently providing affordable housing or are in the construction pipeline.

Florida Housing must comply with federal fair housing requirements. For housing funded using Low-Income Housing Tax Credits (LIHTC), fair housing issues are monitored closely by HUD and facilitated by an information-sharing memorandum of understanding among the departments of Treasury, HUD, and DOJ. Properties with fair housing issues could be found to be out of compliance with the LIHTC program and potentially lose tax credits.

As of August 2021, all housing counseling required under or provided in connection with HUD programs must be provided by HUD-certified housing counselors. For the CDBG and HOME programs, all homebuyer education programs must be facilitated by a HUD-certified housing counseling agency and course material must include fair housing information.

Local Affordable Housing Advisory Committees

Local governments that receive State Housing Initiatives Partnership (SHIP) funding are statutorily required to establish an Affordable Housing Advisory Committee (AHAC) to review local policies and recommend incentives for the development of affordable housing (Florida Statute, Chapter 420.9076). Each AHAC is composed of eight to 11 members among whom there must be one representative from at least six of the 11 categories described in the SHIP statute. These categories include individuals with specific expertise or representing particular interests related to affordable housing such as housing developers, housing lenders, real estate professionals, members of local planning agencies, advocates for low-income communities, and more. Together, a jurisdiction's AHAC reviews established policies, procedures, ordinances, land development regulations, and the jurisdiction's Comprehensive Plan as well as develops a Housing Incentive Plan that lays out specific methods to encourage affordable housing development. Brevard County and each of the four cities in the Consortium has its own AHAC.

Consortium Fair Housing Education and Outreach

The Consortium jointly funds various education and outreach activities to promote public awareness of fair housing laws, rights, and resources for residents who believe they have been discriminated against. Consortium members annually set aside part of their CDBG, HOME, and SHIP allocations to jointly fund fair housing education and outreach activities across the county. Some of this funding was used to support the development of this AFH to provide Consortium program staff and the community with updated data on fair housing issues impacting Brevard County.

In past years, the Consortium has funded activities including fair housing public service announcements (PSAs) on Space Coast Government TV, educational billboards strategically placed around major traffic corridors in Brevard County, and fair housing training sessions for the general public and targeted groups such as tenants. In addition, each Consortium member has a dedicated fair housing coordinator or a process in place for staff to accept complaints of housing discrimination from residents and refer individuals to federal, state, and local resources for further assistance. Consortium program staff also work externally with local organizations offering fair housing services and internally with county and city government departments to comply with federal fair housing laws and regulations.

Lastly, each member of the Consortium conducts routine subrecipient monitoring to ensure that organizations receiving grant funding for housing programs provide equal access to and marketing of housing opportunities for Brevard County residents. Brevard County also implements its Title VI Nondiscrimination Plan which outlines the county's policy to ensure that LEP persons have meaningful access to county programs, services, and benefits. The plan outlines the process and contact for residents to submit complaints of discrimination.

Opposition to Affordable Housing

As with other communities across the country, Brevard County has seen groups of local residents, businesses, or other entities organize in opposition to affordable housing development projects. Opposition groups often cite concerns over increased traffic, perceived threats to public safety, and decreased property values as reasons against the development of affordable housing in their communities. The following examples are two recent instances of local opposition to affordable housing projects in Brevard County.

In 2022, Daily Bread withdrew a proposal to develop a $25M affordable housing project called Grace Place for a four-story apartment building with 126 affordable housing units. The project would have been located on Malabar Road in Palm Bay, but Daily Bread withdrew the proposal shortly before a scheduled city council meeting to review the organization's request for $5M following resident backlash against the project. News articles explained that residents were against the project for a variety of reasons including concerns over increased traffic near the project site, concerns about decreased property

values, social media posts contributing to misinformation that the project was already approved, and unanswered questions about the nonprofit's proposal.

In Titusville, Carrfour Supportive Housing currently has plans to develop Apollo Gardens on Demaret Drive, which would develop 84 units of supportive housing for persons experiencing homelessness and adults with serious mental health illnesses who are high utilizers of behavioral health care services. Many residents are expected to have incomes below 60 percent AMI. As of May 2023, the project is in the permitting stage of development. Some local residents have organized in opposition to the development and use social media and a website to organize their efforts, distribute materials, and fundraise for a lawyer to provide legal assistance.

Fair Housing Testing

There is currently no active fair housing organization located in Brevard County that conducts fair housing testing and enforcement. There was a Cocoa/Rockledge-based nonprofit called The Fair Housing Continuum, Inc., which was founded in 1995 and received funding under HUD's Fair Housing Initiatives Program (FHIP). The Fair Housing Continuum, Inc. provided public fair housing education and outreach, conducted fair housing testing to identify discrimination, and provided services and assistance to individuals who felt they had been discriminated against in the housing market. The Fair Housing Continuum, Inc. closed its doors in recent years due to insufficient funding.

Although there is no longer a HUD FHIP organization in Brevard County, Community Legal Services of Mid-Florida is a regional FHIP organization that has an office in neighboring Volusia County. The organization's website indicates that its Daytona Beach Office serves Volusia County and Brevard County and that Community Legal Services accepts volunteers for fair housing testing; however, it is unclear whether the organization currently conducts fair housing testing in Brevard County.

Reporting Fair Housing Act Violations

The federal Fair Housing Act and the Florida Fair Housing Act both allow persons who believe they have been discriminated against to file a housing discrimination complaint with HUD, the Florida Commission on Human Relations, or another fair housing enforcement agency within one year of when the last instance of alleged discrimination occurred. In addition, individuals have two years from the last instance of alleged discrimination to file a housing discrimination complaint in federal court if the individual does not want to file the complaint through a fair housing agency.

Table 4 summarizes the various entities that will accept or refer housing discrimination complaints from residents in Brevard County and any stated limits for the period to submit the complaint.

Table 4: Entities That Will Accept and/or Refer Fair Housing Complaints from Brevard County Residents

Entity	Method for Submitting Complaints	Stated Time Limits for Submitting Complaints	More Information
Brevard County Housing and Human Services Department	Submit a written statement describing the complaint to Brevard County. Brevard County will refer the complaint to a fair housing agency.	**1 year** from the date of the alleged act of discrimination to file the complaint.	Contact: Brian Breslin Phone: 321-633-2076 Email: Brian.Breslin@BrevardFL.gov Website URL
Melbourne Housing and Urban Improvement Division	Submit a written statement describing the complaint to the city of Melbourne. The city will refer the complaint to a fair housing agency.	**180 days** from the date of the alleged act of discrimination to file the complaint.	Phone: 321-608-7530 Email: huid@mlbfl.org Website URL
Palm Bay Housing Programs	Submit a written statement describing the complaint to the city of Palm Bay. The city will refer the complaint to a fair housing agency.	**180 days** from the date of the alleged act of discrimination to file the complaint.	Phone: 321-726-5633 Website URL
Titusville Neighborhood Services Department	Submit a written statement describing the complaint to the city of Titusville. The city will refer the complaint to a fair housing agency.	**N/A**	Phone: 321-567-3987 Website URL
Community Legal Services of Mid-Florida	Call the helpline or visit the website for online intake.	**1 year** from the date of the alleged act of discrimination to file the complaint.	Helpline: 1-800-405-1417 Website URL

Entity	Method for Submitting Complaints	Stated Time Limits for Submitting Complaints	More Information
Florida Commission on Human Relations	Complaints can be mailed, submitted online, or submitted over the phone.	**1 year** from the date of the alleged act of discrimination to file the complaint.	Phone: 850-488-7082 Email: fchrinfo@fchr.myflorida.com Website URL
HUD Office of FHEO	Complaints can be mailed, submitted online, or submitted over the phone.	**1 year** from the date of the alleged act of discrimination to file the complaint.	National FHEO Intake Phone Number: 1-800-669-9777 Website URL

Data is current as of June 2023.

Current Resources

The following information summarizes fair housing and legal resources available to eligible residents in Brevard County and is current as of June 2023. Some organizations and agencies serve the state or a specific region or are local to the county. It is important to note that some online resources continue to list The Fair Housing Continuum, Inc. as a resource; however, the nonprofit is no longer in operation.

HUD FHEO and the Florida Commission on Human Relations

HUD's Office of FHEO aims to eliminate housing discrimination, promote economic opportunity, and achieve diverse, inclusive communities by providing enforcement, administration, and educational resources of federal fair housing policies and laws. Individuals who believe they have been discriminated against can file a housing complaint directly with HUD or a fair housing agency such as the Florida Commission on Human Relations. The Commission is the State of Florida's Fair Housing Assistance Agency and works closely with HUD to investigate allegations of housing discrimination and enforce fair housing laws. More information about the Commission is provided earlier in this section of the AFH.

Florida Veterans Legal Helpline

The Florida Department of Veterans Affairs funds the Florida Veterans Legal Helpline, which is managed by Bay Area Legal Services and offers eligible veterans living in Florida access to legal advice and services for a variety of cases involving veterans benefits, family, housing, drivers licenses, Social Security, advanced directives, and criminal records. The website specifies that all veterans—regardless of discharge status—can receive services as long as they meet income and legal case requirements. The website further explains that it

does not accept criminal, traffic, personal injury, medical malpractice, or other fee-generating cases or class action cases.

Florida Senior Legal Helpline

Bay Area Legal Services manages the Florida Senior Legal Helpline, which offers free legal advice and referrals to Florida seniors (aged 60+) and their family members on legal issues involving family law, housing, caregiver services, public benefits, guardianship, elder abuse prevention, and more. The helpline's website notes that Bay Area Legal Services serves eight counties (Hardee, Highlands, Hillsborough, Manatee, Pasco, Pinellas, Polk, and Sarasota counties) as well as the rest of Florida, and information on the website clarifies that some in-person events, such as legal clinics, are limited to locations within the eight specified counties, while other services such as the helpline are available for all Florida residents.

Florida Office of Financial Regulation

For individuals with information on predatory lending or those who believe they have been the victim of predatory lending, Florida's Office of Financial Regulation accepts complaints and will investigate financial fraud. The agency's website explains that it provides regulatory oversight of financial service providers in the State of Florida. The Office's Bureau of Financial Investigations looks into allegations of securities and lending fraud and other crimes impacting consumers and the financial services industry. The agency clarifies that it does not represent individuals in private litigation, so if an individual is trying to recover money or property, they should consult legal counsel in addition to providing information to the Office of Financial Regulation.

Florida Department of Financial Services

The Florida Department of Financial Services was created in 2003 to consolidate the state's Department of Insurance, Treasury, State Fire Marshal, and the Department of Banking and Finance into a single department and now includes 13 divisions serving the state. The department offers an Insurance Consumer Helpline for Florida residents to receive guidance related to insurance concerns and complaints. The website indicates that specialists can help residents to resolve their insurance concerns, review their coverage options, and help ensure that their claim is processed in a reasonable timeframe.

Community Legal Services of Mid-Florida

Community Legal Services of Mid-Florida is a self-described full-service civil legal aid law firm that provides free legal aid to low-income people with non-criminal legal issues in Florida. The organization works with clients on issues related to consumer protection, debt, family law, children and education, domestic violence, elder abuse and neglect, health and income-related benefits, housing, and veterans' benefits. The organization offers a helpline for individuals who believe they have been victims of housing discrimination and provides

information on its website related to fair housing such as fair housing laws, lending discrimination, and fair housing testing.

HUD data indicate that Community Legal Services received $625,000 in FY 2022 under HUD's FHIP. Of this funding, HUD provided $425,000 to Community Legal Services under its Private Enforcement Initiative, which provides funds for intake and testing activities as well as covers expenses for investigating and litigating fair housing complaints under the Fair Housing Act. HUD also awarded Community Legal Services $200,000 under its Education and Outreach Initiative, which funds fair housing education activities for the public and housing providers about equal opportunity in housing and compliance with fair housing laws.

Community Legal Services has ten local offices in the Central Florida region and the Daytona Beach Office serves Volusia and Brevard Counties. In its 2021 Annual Report, the organization indicated that it provided legal services to 565 children and 591 adults in Brevard County.

Brevard County Legal Aid

Brevard County Legal Aid was established in 1970 by the Brevard County Bar Association and provides legal services for low-income persons on topics including family law, foreclosure, domestic violence, guardianship, bankruptcy, and landlord/tenant cases. Brevard County Legal does not specialize in fair housing cases; however, the organization will take legal cases related to housing and will refer individuals to other fair housing agencies such as the Florida Commission on Human Relations and Community Legal Services of Mid-Florida.

Table 5: Fair Housing and Legal Resources Available to Brevard County Residents

Organization	Services Provided	Eligible Recipients	Contact Information
Brevard County Legal Aid	Legal services and referrals.	Low-income persons living in Brevard County.	Address: 1038 Harvin Way, Suite 100 Rockledge, FL 32955 Phone: 1-321-631-2500 Website URL
Community Legal Services of Mid-Florida	Legal services.	Low-income persons who live in Florida and have a legal issue in Florida.	Helpline: 1-800-405-1417 Website URL Daytona Beach Office (Serving Volusia and Brevard Counties) Address: 1440 North Nova Road, Suite 101

Organization	Services Provided	Eligible Recipients	Contact Information
			Daytona Beach, FL 32117 Phone: 386-257-6824
Florida Commission on Human Relations	Discrimination complaint intake, mediation, trainings, and educational resources.	Florida residents, businesses, and organizations.	Address: 4075 Esplanade Way, Room 110 Tallahassee, FL 32399 Phone: 850-488-7082 Toll-Free: 1-800-342-8170 Email: fchrinfo@fchr.myflorida.com Website URL
Florida Senior Legal Helpline	Legal advice and referrals.	Seniors (60+) living in Florida.	Helpline: 888-895-7873 Website URL
Florida Veterans Legal Helpline	Legal advice and representation for veterans.	All veterans living in Florida regardless of discharge status that meet income and case requirements.	Helpline: 866-486-6161 Website URL
HUD Office of FHEO	Discrimination complaint intake, mediation, trainings, and educational resources.	Anyone.	National FHEO Intake Phone Number: 1-800-669-9777 Website URL
Florida Legal Services	Legal services and advocacy.	Low-income people who live in Florida and have a legal issue in Florida.	Address: PO Box 533986 Orlando, FL 32853 Phone: 407-801-4350 Website URL
Florida Office of Financial Regulation	Accepts complaints and information related to financial crimes such as predatory lending. Does not offer private litigation services.	Anyone in Florida with information on financial fraud.	Webpage URL for filing a complaint

Organization	Services Provided	Eligible Recipients	Contact Information
Florida Department of Financial Services	Insurance Consumer Helpline for guidance related to insurance concerns or complaints.	Anyone in Florida with insurance concerns or complaints.	Insurance Consumer Helpline: 1-877-693-5236 Webpage URL

Data is current as of June 2023.

VII. Comprehensive Plan and Zoning Ordinances

Overview

The Comprehensive Plan and zoning ordinances are interrelated documents that guide local policies for the development and preservation of community assets. In the Comprehensive Plan, the land use element defines the location, type, and character of future developments while the housing element defines the preferred density of and uses for residential neighborhoods. Taken together, these elements define a vision of the type of community a jurisdiction wishes to become.

In Florida, jurisdictions exercise local controls on land use and planning through the Comprehensive Plan, zoning ordinances, subdivision ordinances, and building and development permits. Combined, these local controls can impact not only the look and feel of a community but also who can access the community.

Introduction

Role of the Comprehensive Plan and Zoning Ordinances

The range and location of housing choices available to residents are a function of public policies established at the regional and local levels that can affect housing development. Fair housing laws are designed to encourage an inclusive living environment, and assessing public policies and practices can help determine potential impediments to fair housing opportunities. This section presents an overview of government regulations, policies, and practices enacted by jurisdictions in Brevard County that may influence fair housing choice.

Comprehensive Plan

The Comprehensive Plan and zoning ordinance are two primary policy levers that local governments can use to influence the rate and intensity of housing development within their jurisdictions. The Comprehensive Plan is a planning document that serves as a framework for localities to establish a vision for their community and provides the long-term goals and policies to guide development toward achieving that vision.

Two elements in the Comprehensive Plan, the housing and land-use elements, directly impact local housing markets because they define key parameters for housing development such as permitted density, required fees, and allowable zoning uses.

The housing element and land use element must be developed to meet the requirements of Chapter 163.3177 (6)(f) of the Florida Statutes, which establishes the minimum requirements for the contents of each element.

Zoning Ordinance

Brevard County has limited ability to address barriers that are imposed by local regulations. In the State of Florida, land development decisions reside largely with municipal governments through the formulation of local controls such as Comprehensive Plans, zoning ordinances, and building and development permits.

Land use and zoning laws can contribute significantly to segregation since local controls govern the types of housing that can be constructed, the permitted density of housing developments, and various residential uses in a community.

Review of Local Zoning Ordinances

For this analysis, the AFH reviewed zoning ordinances (Land Use Regulations) for all Brevard jurisdictions (Cities of Cocoa, Palm Bay, Melbourne, Titusville, and Brevard County) in Brevard County. All jurisdictions in Brevard County enforce local zoning ordinances.

In considering how zoning might create barriers to fair housing, the AFH considered the following three key areas based on the topics raised in HUD's Fair Housing Planning Guide, which include:

- The definition used for "family" and restrictions on the number of unrelated persons in a dwelling unit.
- Dispersal requirements and regulatory provisions for housing facilities for persons with disabilities (i.e., group homes) in a single-family district.
- Minimum lot size requirements, and the opportunity to develop various housing types including apartments and housing at various densities.

Family

Under the Fair Housing Act, "familial status" refers to "children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18." A restrictive definition of "family" within a planning document may impede unrelated individuals from sharing a housing unit. Defining family broadly advances non-traditional families and supports the blending of families who may be living together for economic purposes. Restrictions in the definition of family typically cap the number of unrelated individuals that can live together. These restrictions can impede the development of group homes, effectively impeding housing choice for the disabled. However, in some cases, caps on unrelated individuals residing together may be warranted to avoid overcrowding, thus creating health and safety concerns.

Brevard County

No current definition for "family."

City of Cocoa

The City of Cocoa defines the term "family" as a single individual doing their own cooking and living on the premises as a separate housekeeping unit, or a collective body of persons doing their own cooking and living together on the premises as a separate housekeeping unit in a domestic relationship based upon birth, marriage, or other domestic bond, as distinguished from a group occupying a boardinghouse, lodging house, club, fraternity or hotel. In Cocoa's fair housing code, family is defined as "one or more individuals living as a single housekeeping unit."

City of Melbourne

The City of Melbourne defines the term "family" as a group living together as a unit whether or not related and including a single individual. This term includes community residential homes occupied by not more than six community resident home residents, but does not include any fraternity, sorority, club, convent, monastery, or group housing.

City of Palm Bay

The city of Palm Bay defines the term "family" as one or more persons occupying a single-family dwelling unit, provided that unless all members are related by blood, marriage, or adoption, no such family shall contain over four persons (step-children and foster children under state-approved care shall be deemed to be part of a natural blood-related family). The term "family" shall not be construed to mean a fraternity, sorority, club, monastery or convent, boardinghouse, or nursing home.

City of Titusville

The City of Titusville defines the term "family" as one or more individuals living as a single housekeeping unit.

Group Homes

Group homes are residential uses that do not adversely affect a community. Efforts should be made to ensure group homes can be easily accommodated throughout the community under the same standards as any other residential use. Of particular concern are group homes that serve members of protected classes such as individuals with a disability. Since group homes for individuals with a disability provide a residential living situation for occupants, imposing conditions are contrary to the purpose of a group home. More importantly, unless executed against all residential uses in the zoning district, the restrictions impede the siting of group homes in violation of the Fair Housing Act.

The two primary purposes of a group home residence are normalization and community integration. By allowing group residences throughout the community in agreement with the same standards as applied to all other residential uses occupied by a family, the purposes of the use are not hindered and housing choice for persons with disabilities is not

impeded. Toward this end, municipalities may not impose distance requirements on group homes for persons with disabilities.

Chapter 419.001 of the Florida Statutes mandates the minimum space between community residential homes to avoid concentration. The state defines a community residential home as "a dwelling unit licensed to serve the clients of the Department of Elderly Affairs, the Agency for Family Services or licensed by the Agency for Health Care Administration which provides a living environment for 7 to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents."

Florida Statutes state that local governments may reject applications for group homes on sites that would "result in such a concentration of community residential homes in the area in proximity to the site selected or would result in a combination of such homes with other residences in community, such that the nature and character of the area would be substantially altered." Specifically, state law declares a concentration of community residential homes when two are located within 1,200 feet of one another in multifamily zones. Further, a community residential home located within a radius of 500 feet of an area zoned as single-family "substantially alters the nature and character of the area."

According to Chapter 419.001(2) of the Florida Statutes, homes of six or fewer residents that otherwise meet the definition of family may locate as single-family homes in single-family neighborhoods, but not within 1,000 feet of another existing community residential facility with six or fewer residents. The statutes allow local governments to adopt more liberal standards by stating that "nothing in this section requires any local government to adopt new ordinance if it has in place an ordinance governing the placement of community residential homes that meet the criteria of this section. State Law on community residential homes controls over local ordinances, but nothing in this section prohibits a local government from adopting more liberal standards for siting such homes."

Brevard County

"Group home" means a facility in which the owners or operators are subject to licensing and approval by the State Department of Children and Families, and where the owners or operators provide basic care, personal services, and supervision necessary to meet the physical, emotional, and social needs of assigned residents. A group home shall house no more than 14 assigned residents.

Group homes shall be categorized by levels, according to the number of assigned residents residing on the premises, as follows:

1. Level I: No more than six assigned residents.
2. Level II: Seven to 14 assigned residents.

Distance restriction(s):

3. Dispersal of facilities and notification to the county.
    a. The minimum distance between level I facilities in single-family or multi-family zoned areas shall be 1,000 feet. Notification to the county shall occur at the time of home occupancy pursuant to F.S. § section 419.001(2).
    b. The minimum distance between level II facilities in multi-family zoned areas and other group homes shall be 1,200 feet. Such facilities shall also maintain a radius of 500 feet from an area of single-family residential zoning.

City of Cocoa

Group homes are permitted in the South of the Village by right in the RU-2-25 and the CBD zoning districts for group homes of six or fewer residents and require a special exception for seven or more persons in the same zoning districts.

No definition for distance restriction(s) exists for the City of Cocoa.

City of Melbourne

A group home is a building used for housing accommodations of not more than six unrelated people, not living as a single housekeeping unit but sharing kitchen or dining facilities. A group home shall be owner-occupied and occupancy shall be prearranged, which shall be for lengths of stay of at least one week or more only. This term includes boarding houses, lodging houses, rooming houses, and hostels, but does not include any community residential home, shelter, or assisted living facility.

(a) Group home, low intensity. Any group housing that meets all of the following standards:

- Is owner-occupied.
- Is intended for or occupied by not over 12 people.
- Occupancy is pre-arranged and for lengths of stay of at least one week or more only.
- Contains kitchen facilities.

(b) Group housing, high intensity. Any group home that fails to meet all of the standards for low-intensity group housing. This term includes youth hostels.

No definition for distance restriction(s) exists for the City of Melbourne.

City of Palm Bay

The City of Palm Bay does not have a definition for group homes.

No definition for distance restriction(s) exists for the City of Palm Bay.

City of Titusville

A community residential home of six or fewer residents as further defined in Chapter 419, Florida Statutes.

Distance restriction(s):

- In the Multifamily High Density (R-3) district, a residential treatment facility that is located within a radius of 1,200 feet of another existing residential treatment facility, neighborhood group home, or community residential home in a single-family or multifamily use or zone shall be an over-concentration of such homes/facility that substantially alters the nature and character of the area and shall not be allowed.
- In the Downtown Mixed-Use Midtown sub-district, recovery/halfway houses shall not be allowed within 2,400 linear feet of another group home, community residential home, soup kitchen, homeless shelter, or other recovery home/halfway houses.

Case Law Related to Group Homes

The DOJ and HUD issued a joint statement in 1999 regarding Group Homes, Local Land Use, and the Fair Housing Act. The joint statement takes the position on laws requiring that group homes be at a certain minimum distance from one another by stating that density restrictions are generally inconsistent with the Fair Housing Act. An updated joint statement in 2016 explicitly states that, "[A] local government may not block a group home or deny a requested reasonable accommodation in response to neighbors' stereotyping fears or prejudices about persons with disabilities or a particular type of disability."

With some notable exceptions, courts have generally struck down requirements that group homes maintain a minimum distance from other group homes; for example, in *Horizon House Development Services, Inc. v. Township of Upper Southampton* (8th Cir. 1993), striking down 1,000-foot dispersal requirement for group homes, and in *The Children's Alliance et al v. City of Bellevue* (W.D. Wsh. 1997), striking down 1,000-foot dispersal requirement for group homes. But in *Family style of St. Paul v. City of St. Paul*, Minnesota (3rd. Cir 1991), the court permitted the application of a dispersal requirement to prevent a cluster of 21 group homes within a 1.5-block area.

Persons With Disabilities

Other terms that may be defined in a jurisdiction's zoning ordinance and could result in disparate impact are "disabled individuals," "disability," and other terms referring to individuals with a disability. Limitations on the definition of "family" can adversely impact protected groups by restricting access to and availability of affordable housing options. Similarly, a jurisdiction's definition for terms related to disabled persons can be considered an impediment to fair housing if they are inconsistent with definitions provided under the Fair Housing Act and restrict housing choice. The Fair Housing Act defines a disabled person as "an individual with mental or physical impairments—including hearing, mobility,

and visual impairments, cancer, chronic mental illness, HIV/AIDS, or mental retardation—that substantially limits one or more major life activities."

Currently, all communities follow Florida definitions for disabled persons and developmentally disabled persons as defined in Chapter 393.063 of the Florida Statutes. This is consistent with the Fair Housing Act and therefore not considered an impediment.

Allowable Densities and Land Use Designations

The following section summarizes allowable densities and land-use designations within the jurisdictions in Brevard County.

Permitted Residential Densities by Zone

Several factors, governmental and non-governmental, affect the supply and cost of housing in a local housing market. The governmental factor that most directly influences these market conditions is the allowable density range of residentially designated land. In general, higher densities allow developers to take advantage of economies of scale, reduce the per-unit cost of land and improvements, and reduce development costs associated with new housing construction. Reasonable density standards ensure the opportunity for higher-density residential uses to be developed within a community, increasing the feasibility of producing affordable housing. The minimum required densities in multi-family zones ensure that land zoned for multi-family use, the supply of which is often limited, will be developed as efficiently as possible for multi-family uses.

Table 6: Permitted Residential Densities

Government	Residential Density Range (units/ac)	Planning Document
Brevard County	.4 - 30	1988 Brevard County Comprehensive Plan, Chapter 11: Future Land Use Element (Updated February 2022)
Cocoa	.4 - 25	City Of Cocoa Comprehensive Plan 2020- 2030, Chapter 1: Future Land Use Element
Melbourne	0 - 30	City Of Melbourne Comprehensive Plan, Chapter I: Future Land Use Element (Updated July 2011)
Palm Bay	.2 - 20	City of Palm Bay Comprehensive Plan 2001-2011 (Updated June 2019), B. Land Use Element
Titusville	1 - 15	City of Titusville Comprehensive Plan, Future Land Use Element

Density Bonuses

A density bonus is a local incentive to increase the number of deed-restricted housing units for lower-income households by private housing developers in exchange for an increase in building height, housing density (units/acre), or building footprint (also measured as a "floor area ratio") above what is allowed by right within the zoning ordinance.

Brevard County

Per Brevard County Sec. 62-6305, developments located within any residential or commercial zoning or future land use category with a density of six units per acre or greater, and with a minimum of 30 percent of units designated as affordable housing, or meeting the Affordbale Housing Tax Credits (AHTC) definition and eligibility requirements, are eligible to apply for a 25 percent density bonus consistent with the criteria in the County Comprehensive Plan, provided the overall residential development density does not exceed the density in the next highest residential future land use designation.

In addition, Section 62-6310 of the Brevard County Land Development Code allows affordable housing developers to seek reduced design requirements and standards by up to 35 percent for eligible developments 30 acres or under. The standards that may be reduced include front yard setbacks, side yard setbacks, rear yard setbacks, and guest parking spaces. For developments 30 acres and under, permitted on-street parking spaces in the public right-of-way along site frontages may count as one-half of a space toward on-site parking requirements.

City of Cocoa

Not applicable: only in commercial districts for businesses.

City of Melbourne

A density allowance is designated by the Future Land Use category established in the city's Comprehensive Plan. Recent legislation (June 2023) includes a 30 percent density bonus for R2 and R3 zoning districts.

City of Palm Bay

The city of Palm Bay currently permits flexibility in densities for all housing, particularly under its planned unit development process. The city has routinely offered higher densities in most zoning categories.

City of Titusville

Recent updates to Titusville's ordinance (Sec. 33-107) allow increased densities and flexibility for infill areas in the target area, thus encouraging and creating more opportunities for affordable housing.

Parking Minimums

The number of parking spaces required for housing developments can adversely impact the production of affordable housing by reducing the potential number of dwelling units per acre, increasing development costs, and ultimately constricting the availability of housing types in a community. As a particular concern for multi-family, affordable, and senior housing projects, a jurisdiction's parking requirement policy, and whether there are exceptions for affordable housing developments, can serve as an indicator of a community's willingness to provide more affordable housing options.

Brevard County

1. Flexible design requirements and criteria for developments providing a minimum of 30 percent of affordable or workforce housing.
2. Flexibility remains available through the county Land Development Regulations and the county Comprehensive Plan in multiple future land use categories and zoning classifications countywide. It has been used in one multi-family apartment development.

For eligible affordable developments, permitted on-street parking spaces in the public right-of-way along site frontages may count as one-half of a space toward onsite parking requirements. For developments providing a minimum of 30 percent of affordable (up to 120 percent AMI) or 15 percent workforce (up to 140 percent AMI) housing units, road widths, driveway widths, drive aisle widths, turn radii, and similar guidelines may be reduced.

City of Cocoa

Cocoa requires a minimum of two off-street parking spaces per dwelling unit.

City of Melbourne

- Melbourne allows for the following parking minimums: single-family units.
- Reduce parking requirements for one-bedroom multifamily units to one parking space.
- Allow all multifamily residential parking spaces to be 10 feet in width.

City of Palm Bay

Palm Bay allows for the following parking minimums:

- Allow a carport in lieu of an enclosed garage for
- Allow flexible setback requirements for all development upon approval by the planning and zoning board and city council.
- Allow parking in driveways.

- Driveways may be used to satisfy the parking requirements for single-family dwellings, duplexes, and mobile homes provided that sufficient space is available exclusive of right-of-way or road easements.

City of Titusville

Titusville requires that all developments provide a minimum of two spaces or an amount equal to five percent of the vehicular spaces for bicycles. The city also allows for a reduction of parking and setback requirements for affordable housing.

Accessory Dwelling Units

An accessory dwelling unit (ADU) is a residential unit that is secondary to the primary residence of the homeowner. It can be an apartment within the primary residence, or it can be an attached or freestanding home on the same lot as the primary residence. These units offer independent living facilities for one or more inhabitants, including permanent provisions for living, sleeping, cooking, and sanitation. In many high-cost communities, this type of housing offers a more affordable option for low-income households because they often rent for less than apartments of comparable size.

Brevard County

Brevard County does not permit ADUs by right. The county has outlined the following goals in its SHIP Affordable Housing Development Recommendations report:

1. Continue established procedures and direct staff to evaluate the feasibility of developing additional county regulation changes for ADUs consistent with Florida Statutes and HB 1339(2020) (estimated time of completion: one to two years).
2. Consolidate ADUs and similar units into one section of the County Code (estimated time of completion: one to two years).
3. Develop a User Guide for use and application (estimated time of completion: one to two years).
4. Provide density, intensity, and impact fee waivers and concurrency exemptions for affordable ADUs and tiny homes (estimated time of completion: two years).
5. Incentivize the development of ADUs and tiny homes in permissible areas with local housing program funds and lands (estimated time of completion: one to two years).

City of Cocoa

ADUs are not permitted in the City of Cocoa.

City of Melbourne

A residential ADU is allowed in residential zoning districts within one-third acre lots (as of June 2023). In the Central Business Overlay Zone and the Eau Gallie Art Overlay, one ADU is allowed with no minimum lot area requirement. Within nonresidential developments, one residential ADU is allowed.

The City of Melbourne has a number of older granny flats built in the 1940s/1950s. Also, a lot of newer developments include ADUs.

City of Palm Bay

The City of Palm Bay currently permits ADUs in residential zoning districts.

City of Titusville

The City of Titusville currently permits residential ADUs in residential zoning districts.

Short-Term and Vacation Rentals

Vacation rentals are any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project. In comparison, hosted rentals are short-term rentals in which the host remains in the home and are not considered "public lodging." Renting a single room or rooms other than the whole unit is not regulated by the Florida Department of Business and Professional Regulation. Hosted rentals may still be subject to other city, county, or other local-level requirements.

Home-sharing websites such as Airbnb have become increasingly popular in recent years in many areas of Florida, resulting in a significant increase in homes being offered on a short-term basis to generate rental income. Short-term rentals are particularly popular in coastal locations, such as Brevard County, which have a robust demand for tourist accommodations. While the impact of short-term rentals on housing availability and affordability is still being evaluated, there is evidence that short-term rentals have a negative effect on housing affordability by changing the way residential properties are used and reducing housing availability for residents.

In this challenging housing market, some tenants have even started to use Airbnb for longer-term housing. This could lead a family with children to live in a 1-bedroom, 1-bathroom apartment for a high rent level—a trend that investors may be noticing and pricing for. Illegal rooming houses (without proper licensing or zoning) are also increasingly a source of privately owned affordable housing. Tenants do not have the same protections in these places and are even more reluctant to call for an inspection for fear of a property being shut down. This allows landlords to evict people outside of the legal process or even threaten immigrant tenants with Immigration and Customs Enforcement custody.

The 2022–2026 Brevard County Consolidated Plan noted that the conversion of lots of housing to vacation rentals was an issue in communities heavily impacted by tourism. Much of the housing near amenities (service industries, schools, employment centers) has been turned into rentals (VRBO, Airbnb, etc.). In addition, beach-access communities are mostly Airbnb/VRBO-oriented, with a few enclaves of affordability, but limited and diminishing in supply.

Licensing

In order to be legal, the State of Florida requires property managers or hosts to acquire a license. These can be obtained through the Florida Department of Business and Professional Regulation Vacation Rental and Timeshare Project Licensing division. Florida requires that anyone renting an entire unit more than three times in a calendar year and for periods of less than 30 days or one month must acquire a license. If the property is advertised anywhere or regularly rented exclusively to the public, it also needs a license.

The one place where hosts can find an exception is with the phrase "entire unit." If hosts rent a single room or multiple units that do not comprise the entire unit, then that place is not considered to be public lodging. The Florida Department of Business and Professional Regulation and the Division of Hotels and Restaurants do not require these rentals to get a license because of this classification.

Public Housing and Voucher Programs

Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8 require 5 percent of all public housing units to be accessible to persons with mobility impairments. Another 2 percent of public housing units must be accessible to persons with sensory impairments. In addition, a PHA's administrative offices, application offices, and other non-residential facilities must be accessible to persons with disabilities. The Uniform Federal Accessibility Standards is the standard against which residential and non-residential spaces are judged to be accessible.

Brevard County is home to four PHAs. The Housing Authority of Brevard County (HABC) and the Melbourne Housing Authority (MHA) utilize the same staff to jointly administer programs serving the City of Melbourne and the non-entitlement areas of Brevard County. HABC and MHA own and operate public housing units while HABC also administers a Section 8 Housing Choice Voucher program. The Cocoa Housing Authority (CHA) serves the City of Cocoa and manages its own Housing Choice Voucher program. In addition, CHA manages properties that were converted from public housing to Project-Based Rental Assistance and LIHTC units. Lastly, the Housing Authority of the City of Titusville (HACTV) serves the City of Titusville and oversees a Housing Choice Voucher program and public housing units.

In 2021, a total of 8,432 individuals comprising 3,486 households were assisted across Brevard County by the four PHAs. Table A-3 in the Appendix provides an overview of the demographic information for households residing in PHA units in Brevard County.

VIII. Homeownership: Real Estate, Lending, and Insurance

Overview

The following section summarizes key trends and themes involving real estate, lending, insurance markets, and real estate trade groups as they relate to fair housing, discrimination, and access to opportunity. Private housing mortgage, real estate, and insurance transactions all fall under the federal Fair Housing Act and the Florida Fair Housing Act. This section explores these housing topics within Brevard County with respect to the Fair Housing Act.

Mortgage Lending

Analysis of mortgage lending in Brevard County primarily relies on lending data made publicly available through the HMDA Regulation C. HMDA, enacted in 1975, requires that financial institutions, including banks, savings associations, credit unions, and other lenders, annually disclose mortgage data to the public and regulators to show lending patterns. This data serves various purposes, including determining whether lenders are meeting community housing needs, supporting public officials in investments to encourage development, and identifying potential patterns of discriminatory lending that are illegal under the Fair Housing Act.

It is important to note that HMDA data alone cannot conclusively identify individual instances of discrimination in lending. Instead, the HMDA analysis aims to explore patterns of discrepancies in lending outcomes and identify areas of concern. If a pattern of discrimination is suspected based on the data, an in-depth investigation will look at the lending institution's loan data, policies, and practices to determine if discrimination has occurred based on a protected class.

HMDA Data Terminology

The following terms are used regarding mortgage lending in HMDA data:

Loan origination	The multi-step process by which borrowers apply for a loan and lenders process the loan application.[5]
Lien	A legal right that gives an individual or entity a claim to a collateral property until the outstanding debt is paid off.[6]
Conventional loan	Any mortgage loan that is not insured or guaranteed by the government (such as under the Federal Housing Administration,

[5] Origination: Definition in Finance, Loan Process & Requirements, Investopedia.com.

[6] Lien: Three Main Types of Claim Against and Asset, Investopedia.com.

	Department of Veterans Affairs, or Department of Agriculture loan programs).[7]
FHA loan	A mortgage loan guaranteed by the Federal Housing Administration. Serves low- and moderate-income households with mortgage, refinancing, or rehabilitation loans.[8]
VA loan	A mortgage loan guaranteed by the U.S. Department of Veterans Affairs. Serves eligible veterans, service members, or surviving spouses with mortgage, refinancing, or rehabilitation loans.[9]
Farm Service Agency/Rural Housing Service loan	A mortgage loan guaranteed by the U.S. Department of Agriculture's Farm Service Agency/Rural Housing Service. Serves low- and moderate-income households living in rural areas with mortgage, refinancing, or rehabilitation loans.[10]
First lien	The first lien that is placed on a property (also called the first mortgage lien or the primary lien).[11]
Subordinate lien	Any lien that is not the first lien. The order of the lien on the property determines the order in which the lien is repaid.[12]
Cash-out refinancing	A type of mortgage refinancing that converts home equity into cash. A new mortgage is taken out for more than the previous mortgage balance, and the difference is paid in cash.[13]

HMDA Overview

HMDA data from 2021 indicates that 816 unique financial institutions reported 65,494 loan applications across Brevard County. Of these loans, 1,372 (2 percent) originated in Cocoa, 11,463 (17 percent) originated in Melbourne, 4,965 (8 percent) originated in Palm Bay, 4,636 (7 percent) originated in Titusville, and the remaining 43,058 (66 percent) originated in other locations in Brevard County. Among all loan applications, 70 percent were conventional loans, 17 percent were VA loans, 12 percent were FHA loans, and less than one percent were Farm Service Agency/Rural Housing Service loans.

Countywide, home purchase loans accounted for 38 percent of all loan applications in 2021. About one-third (32 percent) of loans were for refinancing, 21 percent were for cash-out

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[7] What is a conventional loan? CFPB.

[8] Special loan programs, CFPB.

[9] Ibid.

[10] Ibid.

[11] What is a First Mortgage Lien?, Better.com.

[12] Understanding Mortgage Subordination, Quicken Loans.

[13] Cash-Out Refinancing Explained: How It Works and When to Do It, Investopedia.com.

refinancing, and 5 percent were for home improvement. There was a similar distribution across the four cities in the Consortium (see Table A-4 in the Appendix).

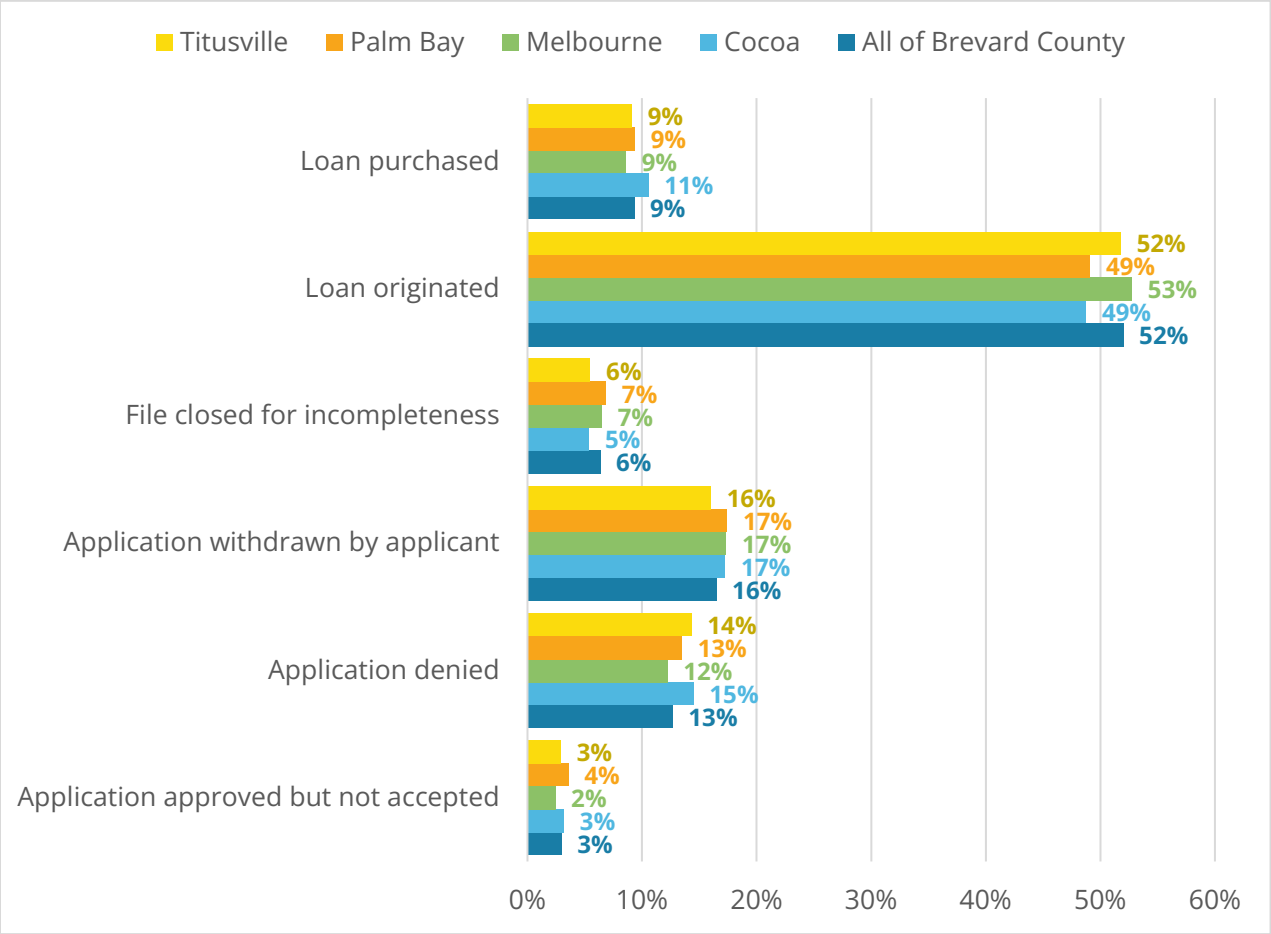
The majority of loan applications were for primary residences; 91 percent of applicants intended to use the property as their primary residence. Notably, 3,202 applications (4.9 percent) were intended as investment properties and another 2,971 (4.5 percent) were for secondary residences. Over half of the investment properties (53 percent) and secondary residences (56 percent) were located in Melbourne.

HMDA regulations require that financial institutions disclose the type of action taken on a loan application as one of the following:

Loan originated	The loan application was approved and the financial institution offered credit to the applicant.
Loan approved but not accepted	The loan application was approved but the applicant did not accept the offer of credit.
Loan denied	The loan application was denied.
Loan withdrawn by applicant	The applicant withdrew the loan application before the financial institution made a credit decision on the application.
Loan closed due to incompleteness	The loan application was closed due to lack of information. The financial institution sent the applicant a written notice of incompleteness.
Loan purchased	The financial institution purchased the loan after closing and did not make a credit decision prior to closing.

Across Brevard County, 52 percent of all loan applications were originated, and 13 percent were denied. Sixteen percent of loan applications were withdrawn by the applicant before the financial institution could make a credit decision, and 3 percent of applications were approved but not accepted by the applicant. Financial institutions closed 6 percent of applications due to incompleteness and purchased 9 percent of loans. Figure 37 indicates that there was not much variation in loan actions taken across the Consortium.

Figure 37: Loan Actions Taken in Brevard County



Data source: 2021 HMDA.

Characteristics of Loan Applicants

One method to explore whether barriers to lending opportunities exist in a community is to analyze differences in outcomes by an applicant's demographic characteristics.

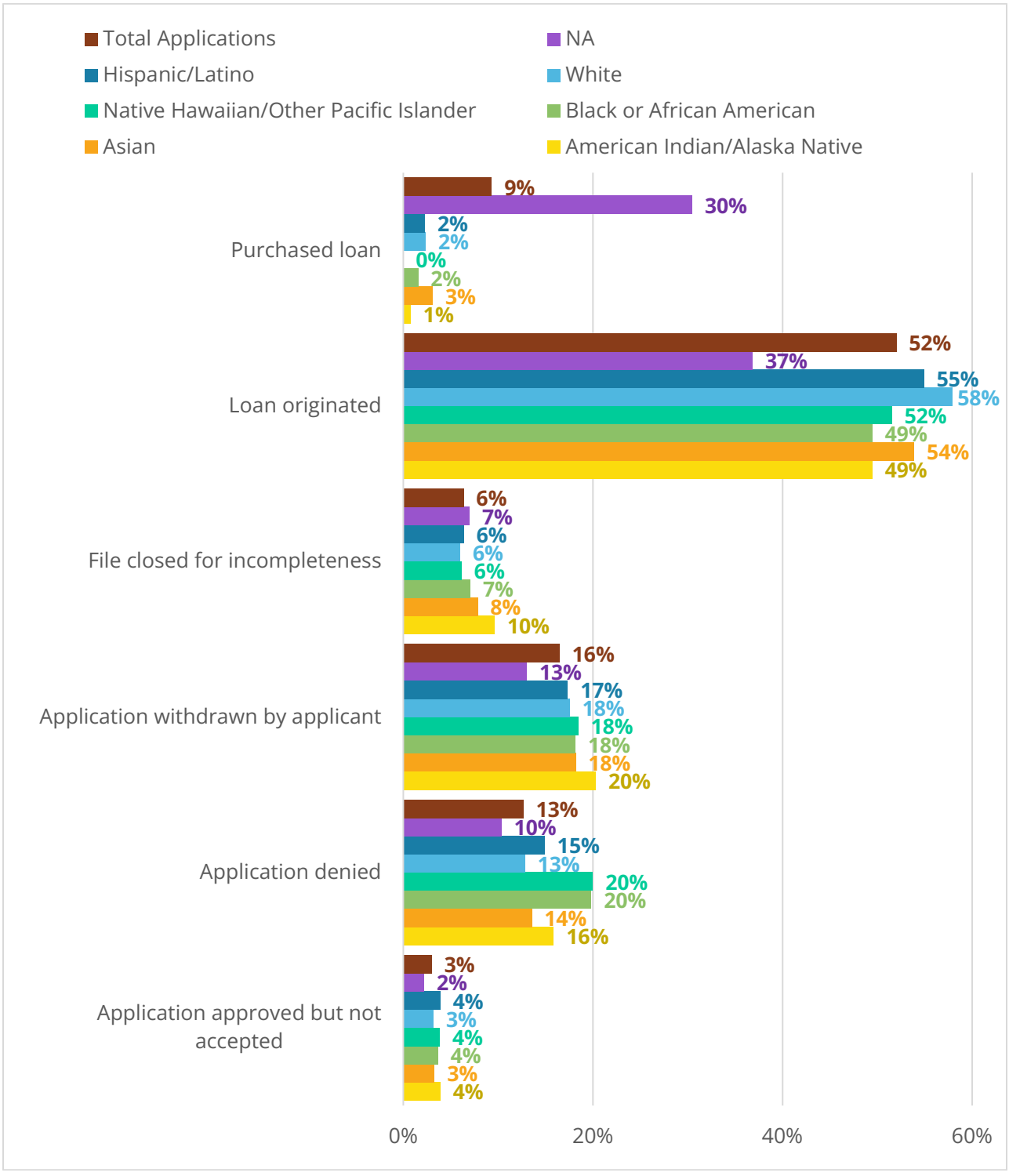
In 2021, most applicants in Brevard County were male (55 percent), White (66 percent), over age 55 (41 percent), and earned over 100 percent of AMI (44 percent) (see Table A-5 in the Appendix). There was some variation in applicant demographics between Cocoa, Melbourne, Palm Bay, Titusville, and all of Brevard County; however, applicant sex, race, ethnicity, age bracket, and income category were largely the same across jurisdictions. Notably, between 15 and 27 percent of data on applicant sex, race, and ethnicity was not available, which indicates that there is an incomplete picture of the demographic characteristics of loan applicants across the county.

Figure 38 depicts the percentage of loan applications by action taken for race and ethnicity. The data indicate that while 52 percent of all loan applications resulted in a loan origination, this figure was 49 percent for applicants identifying as Black/African American and applicants

identifying as American Indian/Alaska Native. The highest rate for loan origination was for White applicants at 58 percent and the lowest was for applicants that did not disclose their race at 37 percent.

The data also indicate that 13 percent of all loan applications were denied and when disaggregated by race and ethnicity, there was variation in application denial rates. Specifically, 10 percent of applications for applicants that did not disclose their race were denied, while this figure was 13 percent for White applicants, 14 percent for Asian applicants, 15 percent for Hispanic/Latino applicants, 16 percent for American Indian/Alaska Native applicants, 20 percent for Black/African American applicants, and 20 percent for Native Hawaiian/Other Pacific Islander applicants.

Figure 38: Loan Actions by Race/Ethnicity for Brevard County



Data source: 2021 HMDA.

Loan Application Denial by Race/Ethnicity

In 2021, 8,297 loan applications were denied in Brevard County. Of these denied applications, the top four primary reasons for denial were debt-to-income ratio (29 percent), credit history (25 percent), incomplete credit application (18 percent), and collateral (11 percent). Table 7 shows that there was variation in the primary reasons for denial by race and ethnicity (see Table 7 below). For applicants identifying as Asian, Black/African American, or Hispanic/Latino, the data indicate that the debt-to-income ratio was the primary reason for application denial and comprised a greater share of denied applications relative to the total population of denied applications. It is important to note that for some groups, such as applicants identifying as American Indian/Alaska Native or Native Hawaiian/Other Pacific Islander, the number of denied applications is small and the HMDA analysis therefore may not accurately reflect the primary reasons for loan application denial for these populations.

Overall, the data suggest that the debt-to-income ratio is the primary reason for loan application denial in Brevard County and is a challenge for many prospective homebuyers.

Table 7: Most Common Reasons for Loan Application Denial in Brevard County by Race/Ethnicity

Race/Ethnicity	Total Denied	Collateral		Credit Application Incomplete		Credit History		Debt-to-Income Ratio	
		#	%	#	%	#	%	#	%
American Indian/ Alaska Native	61	4	7%	8	13%	15	25%	22	36%
Asian	214	19	9%	31	14%	39	18%	82	38%
Black or African American	730	58	8%	81	11%	211	29%	242	33%
Native Hawaiian/ Other Pacific Islander	26	1	4%	5	19%	10	38%	7	27%
White	5,575	620	11%	972	17%	1,418	25%	1,591	29%
Hispanic/Latino*	807	74	9%	121	15%	210	26%	258	32%
N/A	1,691	206	12%	394	23%	355	21%	452	27%
Total Denied Applications	8,297	908	11%	1,491	18%	2,048	25%	2,396	29%

Data source: 2021 HMDA. *Hispanic/Latino is classified as an ethnicity that is separate from race categories in HMDA data. Total denied applications in this table is the sum of all race rows.

Loan Application Denial by Income Category

Among the 8,297 denied loan applications, the top four primary reasons for denial were debt-to-income ratio (29 percent), credit history (25 percent), incomplete credit application (18 percent), and collateral (11 percent). These top four reasons for all denied loan applications were among the top reasons for denial across all income categories.

For applicants with incomes under 80 percent AMI, the primary reason for loan application denial was due to the applicant's debt-to-income ratio. For applicants with incomes above 80 percent AMI, the primary reason for application denial was credit history. The HMDA data indicate that the primary reasons for application denial differ across income categories in Brevard County.

Table 8: Top Primary Reasons for Loan Application Denial in Brevard County by Income Category

Income Category	Total Denied	Collateral		Credit Application Incomplete		Credit History		Debt-to-Income Ratio	
		#	%	#	%	#	%	#	%
Zero/Negative Income	267	5	2%	86	32%	29	11%	89	33%
0–30% AMI	568	22	4%	34	6%	107	19%	342	60%
30–50% AMI	1,127	89	8%	120	11%	244	22%	525	47%
50–80% AMI	1,918	185	10%	316	16%	470	25%	647	34%
80–100% AMI	880	89	10%	165	19%	251	29%	238	27%
100% AMI +	2,894	470	16%	617	21%	734	25%	522	18%
N/A	643	48	7%	153	24%	213	33%	33	5%
Total Denied Applications	8,297	908	11%	1,491	18%	2,048	25%	2,396	29%

Data source: 2021 HMDA.

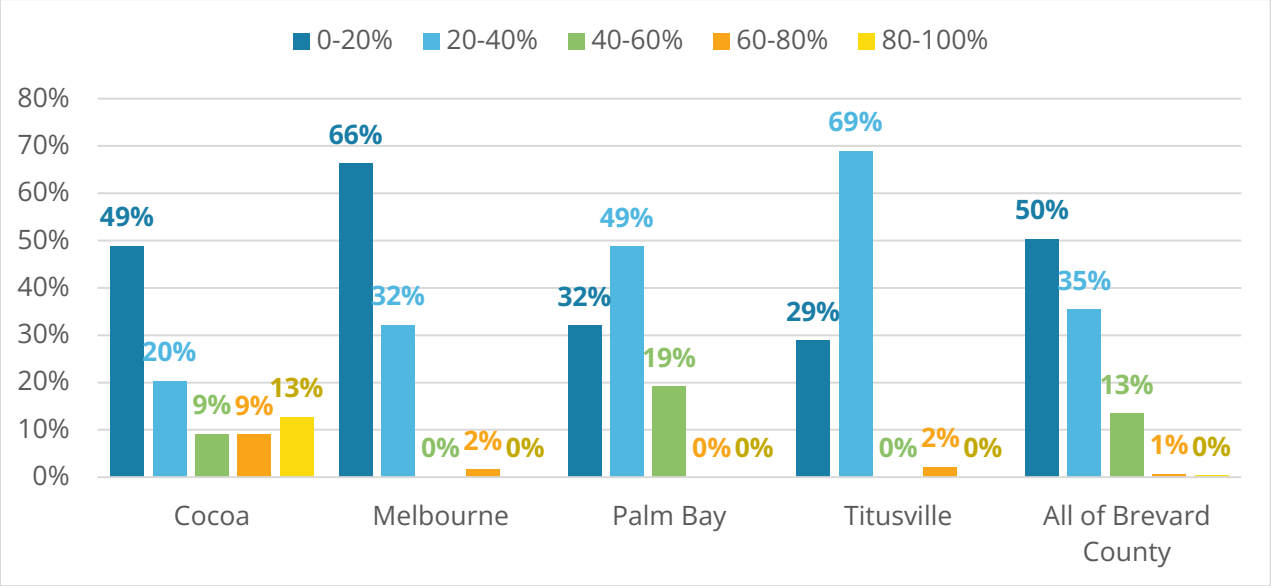
Loan Actions by Census Tract Minority Share

In addition to exploring lending outcomes by applicant race/ethnicity and income category, outcomes may differ by the percentage of minority residents located in the same census tract due to historical patterns of discrimination such as redlining. Analysis of an area's demographic composition can show if the characteristics of residents within a given location correlate with disparities in loan outcomes. One way to do this is to disaggregate the data by census tract minority share, or in other words, the percentage of minority residents in a

census tract. For this analysis, "minority" refers to individuals who identify as Hispanic (of any race) or belong to a race group other than White.

HMDA data for each loan application includes the corresponding census tract of the applicant and the tract's demographic and income data derived from the ACS (Figure 39). For Cocoa, Melbourne, and Brevard County at large, most loan applications were for properties located in census tracts in which under 20 percent of residents are in a racial or ethnic minority group. For Palm Bay and Titusville, most loan applications were for properties located in census tracts in which 20–40 percent of residents are in a racial or ethnic minority group. Notably, Cocoa was the only jurisdiction among the four cities in the Consortium that included loan applications in census tracts in which 80–100 percent of residents are in a racial or ethnic minority group.

Figure 39: Loan Applications by Census Tract Minority Share Across Brevard County



Data source: 2021 HMDA.

Loan actions can also be grouped by census tract minority share using HMDA data. The data indicate that the percentage of denied loan applications varies by census tract minority share. The lowest denial rate (11 percent) was for loan applications in census tracts in which 80–100 percent of residents are racial or ethnic minorities, while the highest denial rate (21 percent) was for loan applications in census tracts in which 60–80 percent of residents are racial or ethnic minorities. It is important to note that the sample sizes for both of these minority tract share categories are low, which suggests that the denial rates from the data may not accurately represent the denial rate in similar tracts. Additional analysis is needed to better explain the relationship between loan actions taken and census tract minority share in Brevard County.

Table 9: Loan Actions Taken by Census Tract Minority Share

Loan Action Taken*	0–0% Minority Total=32,947		20–40% Minority Total=23,174		40–60% Minority Total=8,784		60–80% Minority Total=414		80–100% Minority Total=175	
	#	%	#	%	#	%	#	%	#	%
Application Approved But Not Accepted	881	3%	688	3%	373	4%	8	2%	4	2%
Application Denied	3,971	12%	3,026	13%	1,195	14%	86	21%	19	11%
Application Withdrawn by Applicant	5,571	17%	3,756	16%	1,365	16%	74	18%	33	19%
File Closed for Incompleteness	2,087	6%	1,490	6%	563	6%	28	7%	6	3%
Loan Originated	17,495	53%	12,039	52%	4,267	49%	176	43%	87	50%
Loan Purchased	2,899	9%	2,132	9%	1,016	12%	40	10%	25	14%

Data source: 2021 HMDA. *Table excludes preapproval requests that were denied and preapproval requests that were approved but not accepted.

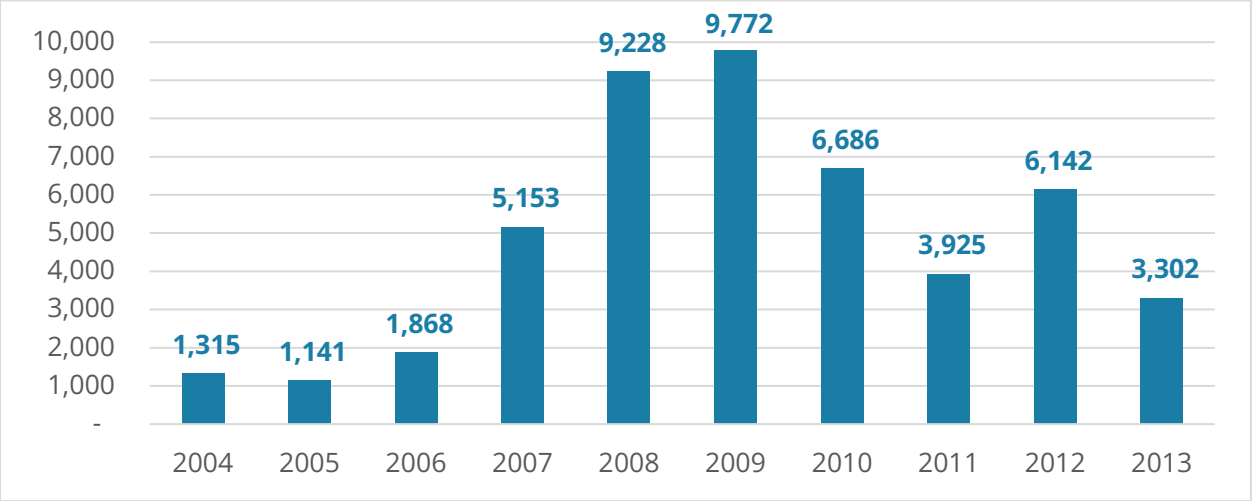
Foreclosed Properties

The Subprime Mortgage Crisis and REO Properties

The national subprime mortgage housing crisis that began in 2008 hit the state of Florida hard compared to other parts of the country. In 2012, the state hit its highest foreclosure rate, with almost 13 percent of all Florida mortgages in foreclosure, and one in 32 homeowners receiving a foreclosure filing.[14] At the time, Florida led the nation in the number of foreclosure filings and had the highest foreclosure rate in the country. Four of the country's top five metro areas with the highest foreclosure rates were in Florida, including the Palm Bay-Melbourne-Titusville MSA, which covers Brevard County.[15]

In March 2012, around 14,300 home loans in Brevard County (15.6 percent) were 90 or more days delinquent, in foreclosure, or transitioned into REO status.[16] In other words, one out of every 109 housing units were foreclosed. By 2014, foreclosure rates in Brevard County had decreased but were still high compared to the rest of the country. Specifically, in February 2014, Brevard County had the highest foreclosure rate in the nation for MSAs with a population of 200,000 and one in every 296 housing units had a foreclosure filing during the month, which was nearly four times the national average.

Figure 40: Annual Recorded Foreclosures in Brevard County



Data source: Brevard County Clerk of Courts, Recording: Number of Foreclosures. 2013 does not include the months of November and December.

[14] Florida Housing Finance Corporation, 2012 Annual Report.

[15] Florida: An Overview of Foreclosures, The Florida Legislature Office of Economic and Demographic Research, presented February 4, 2015

[16] Comprehensive Housing Market Analysis: Palm Bay-Melbourne-Titusville, U.S. Department of Housing and Urban Development Office of Policy Development and Research, Florida April 1, 2012.

With the high number of foreclosures, banks and other lending institutions possessed a high number of REO properties in Brevard County and the surrounding areas in Florida.[17] The institutions included Bank of America, U.S Bank, Wells Fargo, Deutsche Bank, and the Federal National Mortgage Association ("Fannie Mae"), among other financial institutions. Upkeep of the properties, including lawncare and maintenance activities, fell to the lending institution owner of the REO properties.

Between 2008–2012, 20 nonprofit fair housing agencies joined together to conduct a countrywide investigation showing that the REO properties in neighborhoods with a majority of Black/African American and/or Hispanic/Latino residents were not treated equally with properties in predominantly White, affluent areas. The REO properties owned by several banks—including Fannie Mae, Wells Fargo, Deutsche Bank, and others—were much more likely to have yards filled with trash, broken doors, damaged windows, and other signs of neglect, while homes in predominantly White neighborhoods were generally maintained and marketed for sale. Poorly maintained homes lowered the value of the REO properties and the surrounding homes in the neighborhood by 5–10 percent, making the property less likely to be sold and more likely to remain vacant.

One nonprofit agency involved with the investigation and legal action was The Fair Housing Continuum, Inc., which is now no longer in operation. The organization was based in Brevard County and spent 564 hours in the fair housing investigation, which included inspecting Fannie Mae REO properties in the central Florida region. In addition to The Fair Housing Continuum, Inc., other Florida fair housing organizations involved with the investigation and legal action were Housing Opportunities Project for Excellence, Inc., which works in Miami-Dade and Broward Counties, and The Fair Housing Center of the Greater Palm Beaches, which works throughout Florida.

Together, the nonprofits investigated over 2,300 properties owned and maintained by Fannie Mae throughout the U.S., collected evidence on over 35 aspects of the maintenance of each property investigated, and took over 49,000 photographs and images.

Nationwide, the investigation found that 24 percent of Fannie Mae's properties in communities of color had 10 or more deficiencies, compared with just 6 percent of properties in predominantly White neighborhoods. The disparities persisted even when controlling for non-racial factors, like property age and crime statistics. The group of nonprofit fair housing agencies filed multiple lawsuits as a result of the investigation and by 2022, the group reached a settlement with Fannie Mae for $53M.[18] This was the first time

[17] Consequences of the Foreclosure Crisis, HUD PD&R Edge.

[18] Fair Housing Center of the Greater Palm Beaches and Other Fair Housing Groups Reach Historic Settlement with Fannie Mae.

that the courts confirmed that the upkeep and marketing of foreclosed, lender-owned properties is covered by the Fair Housing Act.[19]

In June 2013, the complaint against Wells Fargo—which was also included in the lawsuit—was settled, with Wells Fargo agreeing to provide $1.4M to The Fair Housing Continuum, Inc. to "promote home ownership, neighborhood stabilization, property rehabilitation, and development in communities of color." The complaints against Bank of America and US Bank have not been resolved.

Foreclosures in 2023

Events during the subprime mortgage crisis are now over a decade old, but foreclosure rates have started rising again in Brevard County, and some nearby areas in mid-Florida have witnessed some of the highest foreclosure initiation rates in the country.

Among the 223 MSAs in the U.S. with a population of at least 200,000 people, several areas in Florida witnessed some of the highest foreclosure rates across the country in May 2023. Specifically, one in every 1,647 homes in Palm Bay had a foreclosure filing. Among larger metro areas with populations of over 1 million people, some of the country's highest foreclosure rates were in Jacksonville, FL, in which one in every 1,699 housing units had a foreclosure filing, and in Orlando, FL, in which one in every 2,049 housing units had a foreclosure filing. Florida also had the highest number of foreclosures initiated across the country in May 2023, with 2,901 foreclosures in progress (15 percent more than the next highest state for foreclosures, California, with 2,451).

Given the impacts of the 2008 housing crisis, as well as the findings from the REO property investigation, the Consortium will continue to monitor information related to foreclosures and housing discrimination across Brevard County in upcoming years.

Homeowners Insurance

Insurance companies in Florida face a unique market unlike anywhere else in the country. A combination of multiple natural disasters including hurricanes and flooding, and what members of the insurance industry describe as abuse of the legal system, has destabilized the market and pushed many insurance companies to leave the state or dissolve into insolvency. As a result, many homeowners across Florida are faced with unaffordable insurance coverage with the highest average premiums in the country.

For insurance companies operating in Florida, rates have increased and companies have become more selective about which properties they will insure. During the consultation sessions for the AFH, stakeholders noted that the cost of homeowners' insurance is increasingly unaffordable for many middle-income households. They shared stories of

[19] Landmark housing discrimination settlement with Fannie Mae sets key precedent, Reuters, February 11,2022.

insurance companies that were denying coverage of homes with older roofs or requiring households to replace their roof every 12 years in order to maintain coverage. News articles from across the state over the past few years have highlighted similar stories of insurance companies tightening various policies such as roof requirements as a way to protect themselves against financial risk. In response to the issue, the Florida Legislature implemented new roof requirements for homeowners' insurance in May 2022 that aimed to protect homeowners from stringent requirements and provide financial support to fund needed repairs.

On top of issues concerning insurance requirements to maintain coverage, homeowners in Florida face high premiums. Average premiums across the state are $4,231, which is almost three times higher than the nationwide average of $1,544. In addition, most homeowners' insurance policies do not cover flood damage.[20] For those that add flood protections to their policies, premiums are much higher. Given the prevalence and destruction of natural disasters in recent years, as well as projections that premiums will continue to rise, the cost of maintaining a home has become increasingly less affordable for many Florida residents.

The alternative to insurance in the private market is insurance by Citizens Property Insurance Corporation ("Citizens"), which was created by the Florida Legislature in 2002 as a last resort for homeowners who could not find affordable coverage in the private market. A homeowner is eligible for Citizens insurance if there is no coverage available from a Florida-authorized insurance company or the quote for a premium in the private market is 20 percent or more than the cost of coverage from Citizens.[21] In some parts of the state, Citizens is the dominant insurance provider, and news articles indicate that the premiums that Citizens charges are insufficient to cover the risk the entity has assumed, which is concerning given the precarious state of the broader industry.

Predatory Lending

There is no one definition of "predatory lending," but various red flags such as loans that include misleading information and hidden loan terms; forged loan documents; high interest rates, penalties, and fees; high-pressure sales tactics; and misdirection are all signs of this phenomenon. Predatory lending often targets vulnerable people and those who are not able to find financing through traditional means, and many victims of predatory lending are members of protected classes under the Fair Housing Act.

Nationally, several laws address predatory lending, notably the Truth in Lending Act and the Equal Credit Opportunity Act. Within the Florida Statutes, Chapter 494, PART IV: Florida Fair Lending Act includes restrictions aimed at stopping predatory lending practices from occurring within the state. Florida law also sets limits on interest rates. For example, a two-

[20] Triple-I: Extreme Fraud and Litigation Causing Florida's Homeowners Insurance Market's Demise, Insurance Information Institute, June 2023.

[21] Citizens Eligibility Requirements, Citizens Property Insurance Corporation.

year $2,000 loan is limited to 31 percent APR; however, banks are exempt from state rate caps, so lenders can sometimes avoid this regulation.

HUD's website offers resources to help recognize and avoid predatory lending. Specifically, HUD warns that companies that ask for a fee in advance of services or advise individuals to stop paying their mortgage lenders and pay them instead are often scams.

Since predatory lending often involves illegal activities, it is difficult to collect and analyze data on the prevalence of predatory lending in a community. Information gathered through the consultation sessions in the development of the AFH indicate that some staff within the Consortium have concerns that predatory lending will reemerge as an issue in Brevard County. Program staff shared that in the years leading up the housing crisis in 2008, predatory lenders targeted low-income households in Brevard County, particularly in Cocoa. Many of these households ultimately lost their homes to foreclosure due to predatory lending tactics. The City of Cocoa continues to post materials on its website to educate residents about the dangers of predatory lending, red flags to look out for, and resources for getting help.

Real Estate Associations

Real estate transactions, which have a long history of discrimination in the U.S., are covered by the federal and Florida Fair Housing Acts. Discrimination on the basis of protected characteristics has been a part of the housing market, legally and by practice, throughout the county's history in individual housing transactions and local housing laws and policies, and through intentional and incidental patterns of residential segregation.

Even after the passage of the Fair Housing Act, individuals identifying as White in the U.S. are still more likely to be homeowners than individuals identifying as Black/African American or American Indian and Alaska Native, even after accounting for factors like location and education. Moreover, a White person who did not complete high school is more likely to be a homeowner than a Black/African American person with a college degree.

National Association of Realtors

The National Association of Realtors (NAR) is a real estate trade organization that connects members of the real estate industry, sets professional standards and licensing requirements for realtors, influences policies impacting the industry, and provides training and resources to its members. The designation of "realtor" is a registered collective membership mark of NAR, and its use signifies an individual's affiliation with the organization and its code of ethics. NAR additionally has local affiliate groups that represent multi-state regions and metro areas/cities.

On its website, the organization includes a statement on its commitment to diversity and inclusion, which reads:

> *NAR fully embraces perspectives from all walks of life—regardless of race, ethnicity, gender, religion, age, sexual orientation, gender identity, disability, national origin, socioeconomic status, political affiliation, or any other qualities by which we may define ourselves.*

NAR also publishes a code of ethics for members, which details standards for realtors. Each year, NAR publishes its Professionalism in Real Estate Practice handbook, which provides guidance for professionals in applying the Code of Ethics.

Lastly, NAR's 2023–2025 Strategic Plan and Diversity, Equity, and Inclusion Strategic Plan outline the organization's objectives and long-term goals, several of which are related to fair housing awareness and education, fair housing choice, and promoting sustainable communities:

Political advocacy	Strengthen messaging around Fair Housing in political advocacy efforts.
Housing production and access	Improve housing availability, affordability, accessibility, and sustainability to better meet consumer demand. Critically review NAR public policy through an equity lens and incorporate the NAR operating value of diversity, equity, and inclusion as an organic part of the policy development and review process.
Climate and sustainability	Raise member understanding of the impact of climate change and the importance of sustainability practices to the industry.
Strategic alliances	Significantly expand NAR strategic alliances to improve collaboration on a wide range of issues impacting real estate and sustainable, vibrant, accessible communities.

2023–2025 Strategic Plan.

State and Local Branches of NAR

NAR has state and local branches across the country; in Florida, these include Florida Realtors and the Space Coast Association of Realtors. In addition to adopting the ethics standards set by NAR, the state branch promotes its own policy priorities and educational programs for members on its website.

The Space Coast Association of Realtors also outlines its code of ethics online and publishes a Public Policy Statement on its website to "provide the public and our government officials with a better understanding of our specific positions."

Residents in Brevard County can file an ethics complaint to the Space Coast Association of Realtors, including discrimination based on a protected class. The association's website indicates that the complaint must be in writing, using the specified forms provided by the association, and state the facts on which the complaint is based. In addition, complaints must be received by the association within 180 days of the conclusion of the transaction or event, or within 180 days "after the facts constituting the matter could have been known in the exercise of reasonable diligence, whichever is later."

IX. Subsidized and Supportive Housing

Overview

The following section assesses the subsidized and supportive housing policies and programs (including rental assistance) available in Brevard County, including housing for seniors and other special needs populations. These policies and programs influence housing choice throughout the county despite challenges faced by members of the community in utilizing these resources.

The section also examines the availability and capacity of emergency shelter (ES) and other housing available for persons experiencing homelessness, funding sources for this housing, and the challenges that individuals and families face trying to access these resources.

Housing Funding and Incentives

The governments of Brevard County and the Cities of Cocoa, Melbourne, Palm Bay, and Titusville all receive funding from the State of Florida and the federal government that can be used to create or rehabilitate housing units and emergency housing and help those in need of safe, affordable, accessible, and supportive housing (housing with social services). Local agencies including the Brevard Homeless Coalition and the PHAs serving the county (including the HABC, CHA, MHA, and the HACTV) receive direct funds from HUD.

Table 10: Affordable Housing Funding Administrative Agencies in Brevard County

Agency	Organization Type
Brevard Homeless Coalition	Continuum of Care (CoC) lead agency
HABC	PHA
MHA	PHA
CHA	PHA
HACTV	PHA
Florida Housing Finance Corporation	Administrator of federal LIHTC and state housing programs

Definitions

Each housing program has its own set of definitions. The following terms are defined by the State of Florida in the Florida Statutes to clarify various income and affordability terms:

Affordable — Refers to monthly rents or monthly mortgage payments (including taxes, insurance, and utilities) that do not exceed 30 percent of that

	amount which represents the percentage of the median adjusted gross annual income for the households.
Extremely low-income persons	One or more natural persons or a family whose total annual household income does not exceed 30 percent of the median annual adjusted gross income for households within the state. The Florida Housing Finance Corporation may adjust this amount annually by rule to provide that in lower-income counties, extremely low income may exceed 30 percent of AMI and that in higher-income counties, extremely low income may be less than 30 percent of AMI.
Very low-income persons	One or more natural persons or a family, not including students, the total annual adjusted gross household income of which does not exceed 50 percent of the median annual adjusted gross income for households within the state, or 50 percent of the median annual adjusted gross income for households within the MSA or, if not within an MSA, within the county in which the person or family resides, whichever is greater.
Low-income persons	One or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 80 percent of the median annual adjusted gross income for households within the state, or 80 percent of the median annual adjusted gross income for households within the MSA or, if not within an MSA, within the county in which the person or family resides, whichever is greater.
Moderate-income persons	One or more natural persons or a family, the total annual adjusted gross household income of which is less than 120 percent of the median annual adjusted gross income for households within the state, or 120 percent of the median annual adjusted gross income for households within the MSA or, if not within an MSA, within the county in which the person or family resides, whichever is greater.

Data source: 2022 Florida Statutes, Chapter 420 Housing.

State Housing Funding

The State of Florida has several programs to fund and regulate affordable and supportive housing within the state.

State Housing Initiatives Partnership (SHIP)

The SHIP program, administered by the Florida Housing Finance Corporation, provides each Florida county and CDBG entitlement city the opportunity to receive at least $350,000 for affordable housing construction and preservation annually. The program may fund both homeownership properties and multifamily housing developments.

To receive SHIP funds, eligible local governments must "establish a local housing assistance program by ordinance; develop a local housing assistance plan and housing incentive strategy; amend land development regulations or establish local policies to implement the incentive strategies; form partnerships and combine resources in order to reduce housing costs; and ensure that rent or mortgage payments within the targeted areas do not exceed 30 percent of the AMI limit, unless authorized by the mortgage lender."

State Apartment Incentive Loan (SAIL)

The SAIL program, also administered by the Florida Housing Finance Corporation, approves low-interest loans annually for the construction or substantial rehabilitation of affordable multifamily housing units. The loan rate is zero percent for developments that reserve 80 percent of their units for farmworkers, commercial fishing workers, or persons experiencing homelessness.

Low-Income Housing Tax Credits (LIHTC)

The LIHTC program is a federal program through the Internal Revenue Service that is administered at the state level by the Florida Housing Finance Corporation. The LIHTC program gives the state the ability to award the equivalent of billions of dollars each year for the acquisition, rehabilitation, or new construction of rental housing targeted to lower-income households.

Live Local Act

A series of amendments to the Florida Statutes known as the "Live Local Act" (SB 102) were signed into law on March 29th, 2023. The Live Local Act provides funding and incentives for workforce and affordable housing, as defined in the Florida Statutes, as well as other housing changes. Among the changes are:

1. Prohibition on rent control. Counties and municipalities within Florida may not adopt housing rent control rules/ordinances, with no exceptions.[22]
2. Waiver of local processes for multifamily residential and mixed-use developments:
    a. If 10 percent of units within a proposed housing or mixed-use development are "affordable," counties **may** approve the development on land zoned commercial or industrial.
    b. If at least 40 percent of the residential units in the proposed development are set aside as "affordable" for 30 years, the county **must** administratively approve the development and cannot require a rezoning, land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, or density restriction (for mixed-use

[22] Senate Bill 102: How the "Live Local Act" Incentivizes Affordable and Workforce Housing in the State of Florida, Stearns Weaver Miller News.

projects, at least 65 percent of the development's total square footage must be residential).

3. Housing property inventory. Every three years, each county or municipality must inventory and list all properties within its jurisdiction that may be appropriate for use as affordable housing. The local governments are also encouraged to adopt best practices for surplus land programs.
4. "Ad valorem" property tax exemptions. Local taxes (based on value) such as property tax are reduced or eliminated from some qualifying property. Long-term affordable housing owned by nonprofit organizations may be eligible, as is "missing middle" or "workforce" housing for those households with moderate incomes.

Assisted Housing Inventory

The Shimberg Center maintains an Affordable Housing Inventory of state and federally subsidized rental housing properties across the state. The Affordable Housing Inventory includes public housing and properties subsidized by the Florida Housing Finance Corporation, HUD multifamily programs, the U.S. Department of Agriculture, and local housing finance authorities. Shimberg's Affordable Housing Inventory User Guide specifies which subsidy programs are included in the Affordable Housing Inventory, and since the list only includes assisted properties subsidized with specific resources, it may not contain a complete inventory of all assisted units in Brevard County.

The Affordable Housing Inventory indicates that 58 properties across the county in the beginning of 2023 were subsidized by state and federal funding. Table 11 indicates that these properties included a total of 6,108 housing units, of which 6,003 were assisted units with rent or income restrictions. Seventy-eight percent of assisted units across the county received funding from the Florida Housing Finance Corporation, 34 percent were subsidized by a HUD multifamily program, 23 percent were subsidized by a local housing finance authority, and 13 percent were HUD public housing. For Cocoa, Melbourne, Palm Bay, and Titusville, most units were also subsidized by the Florida Housing Finance Corporation. Lastly, 1,743 units across the county received monthly rental assistance from a HUD program. Of these units, 43 percent were located in Cocoa, 38 percent were in Melbourne, 6 percent were in Titusville, and 5 percent were in Palm Bay.

Table 11: Assisted Rental Housing by Funding Source and Jurisdiction

Brevard County				
Funding Source	**# Properties**	**# Total Units**	**# Assisted Units**	**HUD Rental Assistance Units**
Florida Housing Finance Corporation	39	4,737	4,674	1,221
HUD Multifamily	27	2,078	2,013	1,743
Local Housing Finance Authority	12	1,409	1,387	460
HUD Public Housing	5	811	807	0
Total	58	6,108	6,003	1,743
Cocoa				
Funding Source	**# Properties**	**# Total Units**	**# Assisted Units**	**HUD Rental Assistance Units**
Florida Housing Finance Corporation	7	771	771	376
HUD Multifamily	11	796	758	757
Local Housing Finance Authority	1	50	50	49
Total	15	1,190	1,152	757
Melbourne				
Funding Source	**# Properties**	**# Total Units**	**# Assisted Units**	**HUD Rental Assistance Units**
Florida Housing Finance Corporation	11	1,471	1,444	565
HUD Multifamily	9	773	746	667
Local Housing Finance Authority	4	582	582	258
HUD Public Housing	1	150	148	0
Total	16	1,723	1,694	667

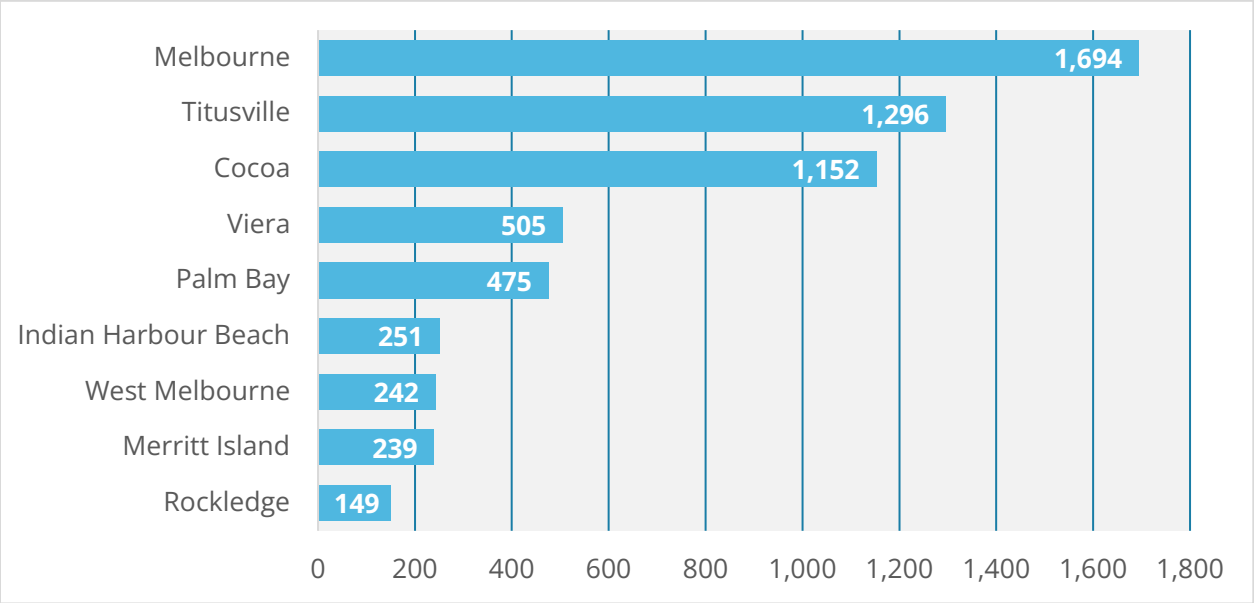
Palm Bay				
Funding Source	**# Properties**	**# Total Units**	**# Assisted Units**	**HUD Rental Assistance Units**
Florida Housing Finance Corporation	5	467	475	85
HUD Multifamily	1	85	85	85
Local Housing Finance Authority	3	233	211	85
Total	5	497	475	85

Titusville				
Funding Source	**# Properties**	**# Total Units**	**# Assisted Units**	**HUD Rental Assistance Units**
Florida Housing Finance Corporation	10	1,042	1,042	110
HUD Multifamily	3	300	300	110
Local Housing Finance Authority	2	272	272	68
HUD Public Housing	2	255	254	0
Total	12	1,297	1,296	110

Data source: 2023 Shimberg Center.

Figure 41 shows the distribution of assisted units by location across the county and indicates that 1,694 (28 percent) units are in Melbourne, 1,296 (22 percent) are in Titusville, 1,152 (19 percent) are in Cocoa, and 475 (8 percent) are in Palm Bay.

Figure 41: Number of Assisted Rental Units by Location



Data source: 2023 Shimberg Center.

Lastly, data from the Shimberg Center provide an estimate for the number of assisted units with income restrictions by location across Brevard County. The Affordable Housing Inventory only includes data on income-restricted units for 68 percent of all assisted units across the county. The available data provide an estimate for the number of assisted units that are affordable to extremely low-income and very low-income households. Table 12 indicates that a total of 4,644 assisted units have data on the unit's income restrictions and of them, 87 percent are restricted to households earning 55–88 percent AMI, 5 percent are restricted to households earning 40–50 percent AMI, and 9 percent are restricted to households earning less than 35 percent AMI. Of the income-restricted units affordable to the lowest income households, about one-third are located in Cocoa, and over half of units that would be affordable to households earning 40–50 percent AMI are located in Melbourne. Although the data on income-restricted units in Brevard County is incomplete and therefore an underrepresentation of the county's affordable housing stock, the available data provide a useful estimate for the distribution of income-restricted units in communities across the county.

Table 12: Assisted Units by Income Restrictions and Location

Location	Assisted Units with Income Category Data *Only 77% of units contain data					Total Assisted Units
	Less than 35% AMI	40–50% AMI	55–80% AMI	Assisted Units with Data	% of Total Assisted Units with Data	
Cocoa	132	0	622	754	65%	**1,152**
Indian Harbour Beach	0	0	0	0	0%	**251**
Melbourne	82	121	1,240	1,443	85%	**1,694**
Merritt Island	0	0	85	85	36%	**239**
Palm Bay	15	0	460	475	100%	**475**
Rockledge	11	0	99	110	74%	**149**
Titusville	94	80	868	1,042	80%	**1,296**
Viera	10	21	474	505	100%	**505**
West Melbourne	60	0	170	230	95%	**242**
Brevard County Total	**404**	**222**	**4,018**	**4,644**	**77%**	**6,003**

Data source: 2023 Shimberg Center.

Federal Voucher Assistance

The Consortium also reviewed data from HUD's Housing Choice Voucher Data Dashboard on the availability and use of federal vouchers at the HABC, the CHA, and the HACTV. Table 13 includes data on the number of vouchers by program type that are available and in use as of March 2023. Since the MHA only operates public housing units, this PHA was not included in the table.

The first row in the table identifies the number of Housing Choice Vouchers available and in use at each PHA. The HABC has the most Housing Choice Vouchers (2,084) and as of March 2023, recipient households were using 1,781 of them (86 percent). The CHA has 170 available vouchers and a utilization rate of 86 percent, while the HACTV has 738 available vouchers and a utilization rate of 93 percent.

The remaining rows in Table 13 include information on special-purpose vouchers. The Mainstream Voucher Program, previously known as Mainstream 5 or Section 811 vouchers,

assists households that include a non-elderly person with disabilities. Only the HABC and the CHA receive Mainstream 5 vouchers and currently, each PHA has about 50 vouchers in use.

The Family Unification Program provides vouchers to serve two main types of recipients: 1) families that lack adequate housing and are at imminent risk of the household's children being placed in out-of-home care and 2) youth between the ages of 18 and 24 who have left or will soon leave the foster care system and are either currently homeless or at risk of becoming homeless. Only CHA has Family Unification Program vouchers and 5 (38 percent) are currently used by recipients.

Non-Elderly Disabled vouchers serve families where the head, co-head, or spouse is a non-elderly person with disabilities. All three of the PHAs have Non-Elderly Disabled vouchers, and the CHA and the HACTV have high utilization rates; however, the data for CHA and the HACTV indicates that more vouchers were in use in March 2023 than were available. There is no additional information provided to explain why.

The last special use voucher is provided through the Veterans Affairs Supportive Housing program, which offers rental assistance and case management to homeless veterans. The HACTV is the only PHA that has Veterans Affairs Supportive Housing vouchers and the current utilization rate is 83 percent.

Table 13: Availability and Utilization of Vouchers by Type and PHA

Voucher Type	Housing Authority of Brevard County			Cocoa Housing Authority			Housing Authority of the City of Titusville		
	# Vouchers Available	# Vouchers in Use	Utilization Rate	# Vouchers Available	# Vouchers in Use	Utilization Rate	# Vouchers Available	# Vouchers in Use	Utilization Rate
Housing Choice Vouchers	2,084	1,781	86%	170	147	86%	738	687	93%
Mainstream Vouchers	75	54	72%	53	51	96%	N/A	N/A	N/A
Family Unification Program Vouchers	N/A	N/A	N/A	13	5	38%	N/A	N/A	N/A
Non-Elderly Disabled Vouchers	200	141	71%	75	76	101%	125	127	102%
Veterans Affairs Supportive Housing Vouchers	N/A	N/A	N/A	N/A	N/A	N/A	296	246	83%

Data source: HUD Housing Choice Voucher Data Dashboard. Note: Data is current as of March 2023.

Rental Unit Affordability and Occupancy

One data source to better understand unit affordability and occupancy is Comprehensive Housing Affordability Strategy (CHAS) data, which estimate the number of households occupying rental units affordable at different income levels. CHAS data use HUD-Adjusted Median Family Incomes (HAMFIs) to classify household income which, for the purposes of this analysis, are comparable to AMI. Table 14 depicts the number of households by income level who were occupying rental units that are affordable to specific HAMFI categories in 2019. For example, rental units affordable at 30 percent HAMFI are rental units where the gross rent for the unit is affordable to a household making 30 percent HAMFI. Rental units affordable at 50 percent HAMFI would have gross rents that are unaffordable to a household earning 30 percent HAMFI but would be affordable to a household earning 50 percent HAMFI. In 2019, CHAS data indicates that there were approximately 5,385 rental units affordable to households earning 30 percent HAMFI and 10,500 rental units affordable to households earning 50 percent HAMFI.

Table 14: Households Occupying Rental Units by Unit Affordability and Household Income

Rental Unit Affordability	Occupant Income Category				
	0–30% HAMFI	30–50% HAMFI	50–80% HAMFI	80–100% HAMFI	Over 100% HAMFI
Rental units affordable at 30% HAMFI	2,460	1,195	825	285	620
Rental units affordable at 50% HAMFI	2,855	2,870	2,315	1,100	1,360
Rental units affordable at 80% HAMFI	4,680	5,440	7,750	4,320	8,580
Rental units affordable at greater than 80% HAMFI	1,175	1,330	1,925	1,640	6,440

Data source: 2015–2019 CHAS.

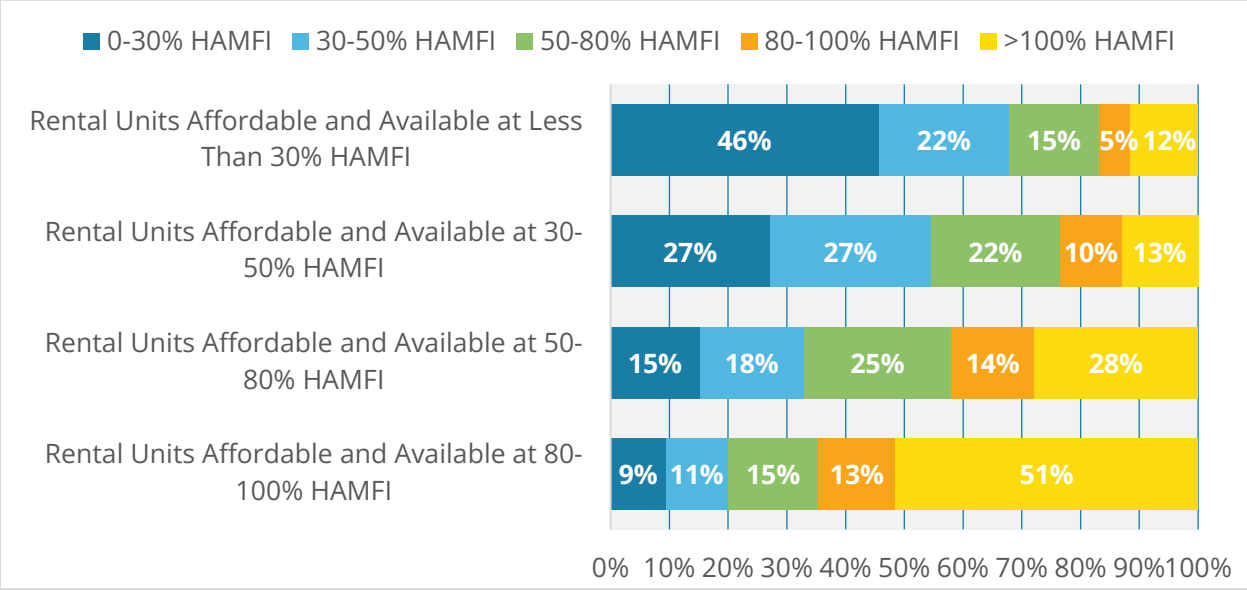
The data indicate that there were a significant number of renter households who were living in units that were not affordable given their household income category. Figure 42 depicts the share of households by income category who were occupying rental units affordable to specific income levels. The data suggest that for rental units at all income levels, there was a mismatch between the income level of the households occupying those units and the income category for which the rental unit would be affordable. Specifically,

only 46 percent of rental units that are affordable to households earning 30 percent HAMFI were occupied by households earning less than 30 percent HAMFI. In other words, 54 percent of rental units that would be affordable to extremely low-income households were occupied by higher-income households. There were similar trends for rental units affordable at other income levels. For example, only 27 percent of rental units affordable to very low-income households were occupied by households earning 30–50 percent HAMFI.

It is important to keep in mind that these data do not provide information that explains the mismatch between households and rental units. For instance, extremely low-income households may not occupy rental units that are affordable to them because these units are not located in their communities. Alternatively, units affordable to households earning 30 percent AMI may be hard to find and, when they are available, extremely low-income households may need to compete with higher-income households to secure them.

Another important consideration is that the number of rental units affordable and available at different income levels does not align with the number of households in each income category. There are fewer units affordable and available for extremely low-income and very low-income households and more units that are affordable for higher-income households. The lack of affordable housing options for the lowest-earning households can force households to reside in units that are unaffordable to them.

Figure 42: Percent of Units Occupied by Households at Different Income Levels



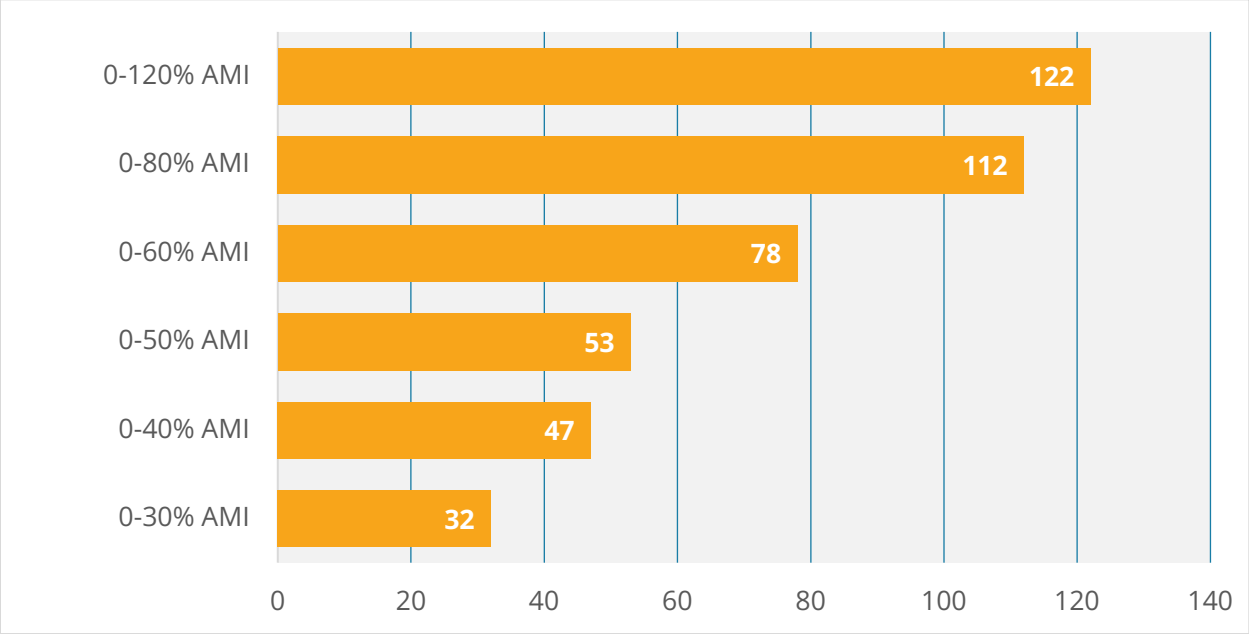
Data source: CHAS Data, 2019.

Shortage of Affordable Rental Housing Units

Data from the Shimberg Center on the affordability and availability of rental housing units in the Palm Bay-Melbourne-Titusville, FL Metropolitan Statistical Area provide an estimate of the surplus and deficit of units in the community by income category. Figure 43

estimates the number of rental units that are affordable and available for every 100 renter households at a given income level in 2019. Shimberg estimates that there are 32 affordable and available units for every 100 renter households earning less than 30 percent AMI. For households earning less than 40 percent AMI, there are 47 affordable and available rental units for every 100 households. The data indicate that the number of affordable and available rental units gradually increases as the income category rises, and it is not until the income threshold reaches 80 percent AMI and below that there are more units affordable and available than households.

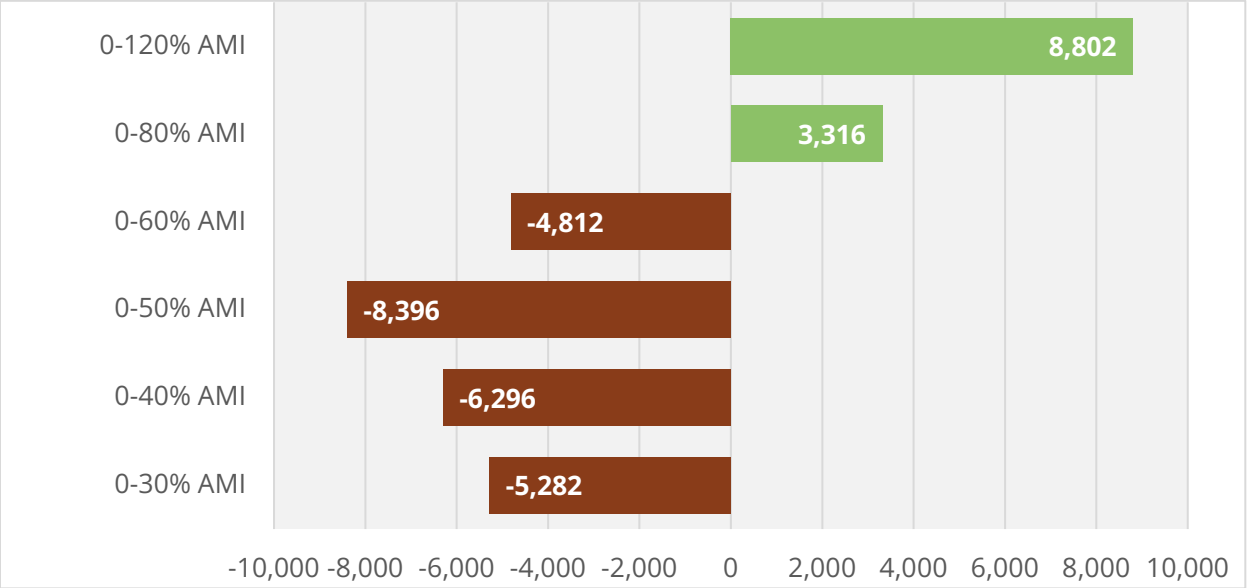
Figure 43: Affordable and Available Rental Units Per 100 Renter Households



Data source: 2019 Shimberg Center.

Figure 44 depicts Shimberg's estimates for the number of available rental units affordable and available at different income levels given the population of renters at each percent AMI. The data suggest that there is a shortage of rental units for households earning less than 30 percent AMI, 50 percent AMI, and 60 percent AMI; however, for households earning less than 80 percent AMI and less than 120 percent AMI, there is a surplus of rental units affordable and available to renter households.

Figure 44: Number of Affordable and Available Rental Units by Percent AMI

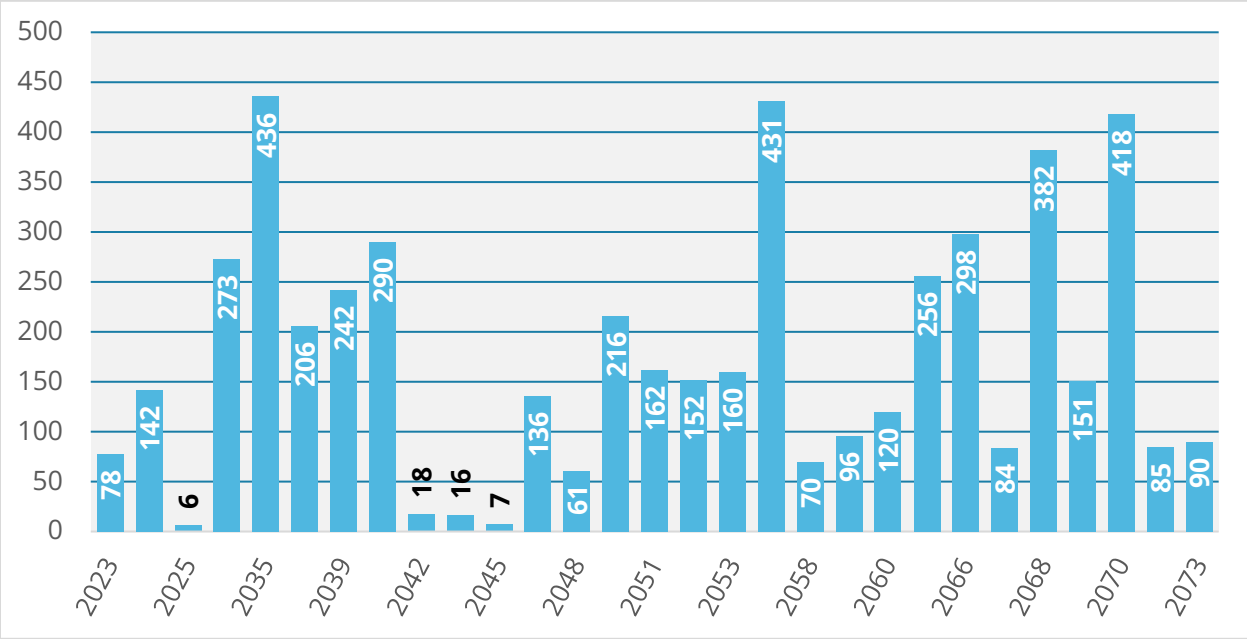


Data source: 2019 Shimberg Center.

Assisted Units at Risk of Subsidy Expiration

The Shimberg Center's Affordable Housing Inventory also provides data on the estimated year of subsidy expiration for assisted units across Brevard County. Figure 45 depicts the number of assisted units by year of subsidy expiration and provides an indication of how many units could be lost if no action were taken to preserve the affordability of assisted units. The Affordable Housing Inventory shows that over the next few years, Brevard County could lose 78 assisted units in 2023, 142 assisted units in 2024, and six assisted units in 2025. Notably, 436 assisted units have subsidy expirations in 2035. It is important to note that property managers track subsidy expiration dates for their units and many, especially nonprofit organizations, work to extend the affordability of assisted units rather than let subsidies expire. This data helps underscore the importance of preserving the county's existing assisted housing stock.

Figure 45: Assisted Rental Units by Year of Subsidy Expiration



Data source: Shimberg Center, 2019.

Unmet Need for Rental Assistance

Quantitative data on the availability and use of federal rental assistance in Brevard County suggest that rental assistance is available for some and the number of households using a voucher fluctuates over time and by program. For Housing Choice Vouchers, overall utilization rates are high across the county. Data from the Housing Choice Voucher Data Dashboard provide insight into the monthly fluctuation in Housing Choice Voucher utilization rates for each PHA and indicate that in recent years, the HABC's Housing Choice Voucher utilization rate hit a low of 83 percent in November 2019 and then grew to 91 percent by November 2021, after which the rate decreased to 86 percent by March 2023. For the CHA, the Housing Choice Voucher utilization rate was 96 percent in April 2019, which decreased to 89 percent by March 2020, grew to 93 percent by February 2021, decreased to 77 percent by March 2022, and grew to 86 percent by March 2023. Lastly, the HACTV's Housing Choice Voucher utilization rate remained within the mid-90 percent range throughout 2019 and early 2021. By June 2021, the utilization rate was 99 percent; however, since this time, the rate has gradually decreased to 93 percent.

Monthly fluctuations in Housing Choice Voucher utilization rates are to be expected as households exit programs and new recipients are awarded vouchers. Data from the Housing Choice Voucher Data Dashboard indicate that annual Housing Choice Voucher program attrition rates across the county's PHAs are low. On average, 10 percent of recipient households had left the Housing Choice Voucher program at the HABC as of March 2023, while this figure was 14 percent at the HACTV and 12 percent at the CHA.

Unmet Need for Affordable Housing and Rental Assistance from the Consultation Process

During the consultation sessions in the development of the AFH, stakeholders described the housing needs facing the lowest-income residents in Brevard County. Stakeholders described how increasing housing costs and the shortage of affordable housing options contribute to housing instability for many county residents. The shortage of affordable housing includes extremely low-income, very low-income, and moderate-income households, and for specific subpopulations, achieving and maintaining housing stability can be a significant challenge. For individuals experiencing homelessness, stakeholders noted that there are few permanent supportive housing (PSH) options for individuals who need long-term affordable housing paired with wraparound supportive services, such as chronically homeless individuals. Other subpopulations with specific housing needs include seniors, service sector workers, and individuals who face barriers in the rental market due to eviction histories, criminal records, or poor credit. In terms of rental assistance, stakeholders explained that many households would benefit from financial assistance with housing costs; however, there are several challenges with existing tenant-based rental assistance programs. They described that voucher recipients are often unable to locate and secure a unit that is affordable to them in the private market, even with their voucher. For those who manage to find an affordable unit, many will encounter landlords who are reluctant to accept their voucher for a variety of reasons, including an unwillingness to follow program rules and inspections, an unwillingness to work with the government, and negative perceptions about voucher recipients.

Services and Housing for Seniors

Both housing designed for seniors including supportive housing, and services meant to help seniors live in their own homes to "age in place," are funded by federal, state, and local government; however, these resources are often in short supply and are out of financial reach for many Brevard County residents.

Assisted Housing for Seniors

The Florida Agency for Health Care Administration provides a publicly available search tool on its website, FL Health Finder, to identify healthcare-related facilities across the state. For Brevard County, this information provides an estimate of the number of assisted housing beds available for seniors. Table 15 outlines the number of licensed beds in assisted living facilities and nursing homes located in Brevard County. Data from FL Health Finder uses the following definitions for assisted living facilities and nursing homes:

Assisted Living Facility Assisted living facilities provide full-time living arrangements in the least restrictive and most home-like setting. The basic services include but are not limited to providing housing and nutritional meals; helping with the activities of daily living, like bathing, dressing, eating, walking, physical transfer, giving medications or helping residents give themselves

medications; arranging for health care services; providing or arranging for transportation to health care services; health monitoring; giving respite care; and providing social activities. Assisted living facilities are licensed and surveyed by the State of Florida.

Nursing Home A nursing home provides nursing, personal, custodial, and rehabilitative care. Nursing homes, sometimes called skilled nursing facilities, are freestanding, which means they are not part of a hospital. Nursing homes are licensed and surveyed by the State of Florida.

Data source: *Florida Agency for Health Care Administration Glossary.*

Table 15 indicates that there are 4,181 total licensed assisted living beds and 2,819 total licensed nursing home beds available in Brevard County in 2023. Of the county's assisted living beds, 29 (1 percent) are located in Cocoa, 1,900 (45 percent) are located in Melbourne, 708 (17 percent) are in Palm Bay, and 419 (10 percent) are in Titusville. Most assisted living beds (91 percent) are provided by for-profit companies and only 9 percent are offered by nonprofit organizations. Notably, 50 percent of the county's for-profit assisted living beds are located in Melbourne while 56 percent of the county's nonprofit assisted living beds are in Titusville.

Among the county's inventory of licensed nursing home beds, 948 beds (34 percent) are located in Melbourne, 381 beds (14 percent) are in Palm Bay, and 397 beds (14 percent) are located in Titusville. There is no data available for licensed nursing home beds located in Cocoa. As with assisted living beds, the majority of nursing home beds (85 percent) are provided by for-profit companies, and fewer beds (15 percent) are offered by nonprofit organizations. The data also indicate that there are no licensed nonprofit nursing home beds located in Melbourne and Palm Bay, although Titusville has 157 licensed nonprofit nursing home beds, which comprises 36 percent of the county's total inventory of nursing home beds provided by nonprofits.

Table 15: Licensed Beds by Facility Type in Brevard County

Assisted Living Licensed Beds	Brevard County	Cocoa	Melbourne	Palm Bay	Titusville
For-Profit	3,809	23	1,900	697	211
Nonprofit	372	6	0	11	208
Total	**4,181**	**29**	**1,900**	**708**	**419**

Nursing Home Licensed Beds	Brevard County	Cocoa	Melbourne	Palm Bay	Titusville
For-Profit	2,386	NA	948	381	240
Nonprofit	433	NA	0	0	157
Total	2,819	NA	948	381	397

Data source: 2023 FL Health Finder, Florida Agency for Health Care Administration.

Homelessness System and Resources

The Consortium also analyzed information on the existing shelter and housing inventory available to persons experiencing homelessness across Brevard County. Exploring the availability and accessibility of resources for persons experiencing homelessness is a useful component of fair housing planning because oftentimes, barriers to shelter for persons experiencing homelessness are indicative of challenges that some of the most vulnerable members of the community face in accessing permanent housing.

Housing Inventory Count

The 2022 Housing Inventory Count (HIC) provides an estimate for the number of ES, transitional housing (TH), and PSH beds located in Brevard County. Table 16 includes the number of shelter beds disaggregated by bed/unit type and project type. Project types include emergency shelter (ES), Safe Haven (SH), transitional housing (TH), permanent supportive housing (PSH), rapid rehousing (RRH), and other permanent housing (OPH). The table includes the following bed and unit types:

- **Family units**: Units for households with children.
- **Family beds**: Beds for households with children.
- **Adult-only beds**: Beds for households without children.
- **Child-only beds**: Beds for households with only children.
- **Veteran beds**: Beds for veterans and their households.
- **Youth beds**: Beds for youth aged 24 or younger.
- **Chronic beds**: Beds for chronically homeless individuals.
- **Seasonal**: Beds available for part of the year.
- **Total year-round beds**: Beds available for the entire year.

The table indicates that there are a total of 1,978 beds across the county. The most common project type is rapid rehousing which accounts for 920 beds (47 percent). There are also 373 (19 percent) transitional housing beds, 236 (12 percent) other permanent beds, 221 (11 percent) emergency shelter beds, 207 (10 percent) permanent supportive housing beds, and 21 (1 percent) Safe Haven beds. All of the beds in Brevard County are

available year-round, and the most common bed type is family beds, which account for 60 percent of total beds. There are 767 (39 percent) adult-only beds, 156 beds (8 percent) for youth between the ages of 18 and 24, and 22 beds (1 percent) for children under age 18. In addition, there are 30 beds (2 percent) designated for individuals who are chronically homeless, and 489 beds designated (25 percent) for veterans. There are no designated beds for victims of domestic violence and no seasonal beds. A breakdown of shelter beds and units by provider is available on the HUD Exchange.

Table 16: HIC Beds in Brevard County by Bed/Unit Type and Project Type

Bed/Unit Type	Project Type					Total
	ES	TH & SH	PSH	RRH	OPH	
Family units	17	51	45	186	55	**354**
Family beds	42	192	128	635	192	**1,189**
Adult-only beds	159	202	79	283	44	**767**
Child-only beds	20	0	0	2	0	**22**
Chronically homeless beds	0	0	30	0	0	**30**
Veterans' beds	24	160	68	178	59	**489**
Youth beds	34	3	9	36	74	**156**
Year-round beds	221	394	207	920	236	**1,978**
Seasonal beds	0	0	0	0	0	**0**
Total	**221**	**394**	**207**	**920**	**236**	**1,978**

Data source: 2022 HIC. Note: The sum of each column may be greater than the total number of beds for each project type because some rows are subsets and should not be added.

Unmet Need for Shelter Beds

Data from the 2022 Point-in-Time (PIT) count provide a snapshot of the individuals and households experiencing homelessness on a given night across Brevard County and is useful for capturing insights on shelter utilization. Comparing data from the PIT and HIC helps estimate the unmet level of need across the county.

Table 17 provides PIT data for Brevard County and indicates how many individuals and households were sheltered or unsheltered on the day of the PIT count. The data show that there were 916 individuals comprising 767 households who were experiencing

homelessness on a given night in Brevard County. Among households experiencing homelessness, 351 (46 percent) were sheltered and 416 (54 percent) were unsheltered. For individuals, 473 (52 percent) were sheltered and 443 (48 percent) were unsheltered. Part of the reason Brevard County has a high rate of unsheltered individuals is because of the area's warmer climate.

Table 17: PIT Count of Individuals and Households in Brevard County

Households by Type	Sheltered		Unsheltered	Total
	ES	SH & TH		
Adult-only households	122	173	402	697
Families	16	27	14	57
Children-only households	13	0	0	13
Total Households	**151**	**200**	**416**	**767**
Individuals by Subpopulation	**Sheltered**		**Unsheltered**	**Total**
	ES	**SH & TH**		
People in adult-only households	125	177	415	717
People in families	55	103	28	186
People in children-only households	13	0	0	13
Chronically homeless persons	27	1	262	290
Severely mentally ill	8	18	163	189
Chronic substance abuse	7	19	167	193
Veterans	6	119	30	155
HIV/AIDS	0	1	8	9
Victims of domestic violence	1	1	119	121
Unaccompanied youth	20	7	7	34
Total Individuals	**193**	**280**	**443**	**916**

Data source: 2022 PIT.

When comparing data from the PIT and HIC, a few unmet needs become apparent. One is that there appears to be an insufficient number of shelter beds and supportive housing for chronically homeless individuals. The PIT count indicates that there were 290 chronically homeless individuals, of whom 28 (10 percent) were staying in emergency shelter or transitional housing while the remaining 262 (90 percent) were unsheltered. The HIC

indicates that there are 30 designated permanent supportive housing beds for chronically homeless individuals across the county. While it is unclear the extent to which chronically homeless individuals are residing in undesignated permanent supportive housing beds, the fact remains that there were 262 unsheltered chronically homeless individuals and a total of 207 permanent supportive housing beds across the county.

Another unmet need is for victims of domestic violence. The PIT count reveals that there were 121 victims of domestic violence on a given night in 2022 and that two (2 percent) were staying in a shelter and 119 (98 percent) were unsheltered. Given that the county has no designated beds for victims of domestic violence and the majority of victims are living in unsheltered locations, there appears to be a high need for shelter and housing space specifically for victims of domestic violence.

Lastly, there appears to be an unmet need for individuals with a severe mental illness or chronic substance use disorder. The PIT count indicates that there were 189 individuals with a severe mental illness, of whom 26 (14 percent) were sheltered and 163 (86 percent) were unsheltered. Similarly, there were 193 individuals with a substance use disorder and 26 (13 percent) were staying at a shelter while 167 (87 percent) were unsheltered. Individuals in either of these populations would most likely benefit from housing that is coupled with supportive services specific to their needs.

Homeless Management Information System System Performance Indicators

The Consortium also analyzed Homeless Management Information System (HMIS) data from 2022 on system performance indicators including program exits, returns to homelessness, and average length of stay to identify unmet needs in Brevard County.

In 2022, a total of 1,732 households were served, of which 1,709 were enrolled in a shelter or housing program and 1,193 exited a program during the year. Table 18 provides the number of households that exited a program by household and exit type. The data indicate that 576 (48 percent) of all households exited to a permanent destination, 508 (43 percent) exited to a temporary destination, and 109 (9 percent) exited to an unknown destination. Exits to permanent destinations are preferable to temporary or unknown locations when an individual or household exits a CoC program as these destinations offer greater housing stability. Permanent destinations can include exits to permanent supportive housing, permanent rental housing, permanent subsidized housing, or staying permanently with family or friends. Temporary destinations can include institutional, group, or assisted housing such as foster care or nursing homes; medical institutions such as hospitals, substance use treatment facilities, or psychiatric facilities; jails, prisons, or juvenile detention facilities; hotels or motels; emergency shelter, Safe Haven, or transitional housing; or temporarily staying with family or friends. Lastly, unknown destinations can include individuals who passed away during the program year, individuals who did not provide information as to where they exited, or individuals who exited to places not meant for human habitation such as vehicles or parks.

Among households that exited during the year, 740 (62 percent) were adult-only households, 235 (20 percent) were households with at least one adult and child, and 217 (18 percent) were households that only included children. Overall, households with children experienced higher exit rates to permanent destinations compared to adult-only households. Specifically, 44 percent of adult-only households exited to permanent destinations, while this figure was 57 percent for adult and child households and 53 percent for child-only households. Across the three household types, a small percentage of households exited to unknown destinations in 2022.

Table 18: Exit Destinations by Household Type

Exit Destinations	Household Type							
	All Households (Total=1,709)		Adult Only (Total=1,101)		Adult and Child (Total=373)		Child Only (Total=232)	
Households that exited during FY 2022	1,193		740		235		217	
	#	%	#	%	#	%	#	%
Permanent destinations	576	48%	329	44%	133	57%	114	53%
Temporary destinations	508	43%	330	45%	80	34%	97	45%
Unknown destinations	109	9%	81	11%	22	9%	6	3%

Data source: 2022 HMIS.

Table 19 provides additional insight into household exit destinations based on program enrollment and indicates that households that were enrolled in rapid rehousing or permanent supportive housing witnessed higher exit rates to permanent destinations than households that were not enrolled in one of these programs. While the table indicates that households could be enrolled in various combinations of shelter and housing programs, for households that were at some point enrolled in rapid rehousing or permanent supportive housing, the exit rate to permanent destinations was at least 60 percent. In comparison, for households that were not enrolled in rapid rehousing or permanent supportive housing, the highest exit rate to permanent destinations was 36 percent. This data suggests that households enrolled in rapid rehousing or permanent supportive housing are more likely to exit to permanent destinations compared to households not enrolled in these programs.

Table 19: Exit Destinations by Program Enrollment

Program Enrollment	Exit Destinations							
	Total Households		Permanent Destinations		Temporary Destinations		Unknown Destinations	
	#	%	#	%	#	%	#	%
ES/SH only	496	100%	179	36%	265	53%	52	10%
TH only	211	100%	69	33%	118	56%	24	11%
ES/SH + TH	18	100%	5	28%	12	67%	1	6%
RRH only	283	100%	194	69%	63	22%	26	9%
ES/SH + RRH	158	100%	109	69%	43	27%	6	4%
TH + RRH	18	100%	14	78%	4	22%	0	0%
ES/SH + TH + RRH	4	100%	3	75%	1	25%	0	0%
PSH only	5	100%	3	60%	2	40%	0	0%

Data source: 2022 HMIS.

Table 20 outlines the number of households who exited a program by exit destination and household type which include the following subpopulations.

- **Adult-Only 55+:** Households in which all members are at least 55 years old.
- **Adult with Three+ Children:** Households with at least one adult and three or more children.
- **Fleeing Domestic Violence:** Households where the head of household or any adult member identified that they were fleeing domestic violence at the time of project entry.
- **Have Disabled Member:** Households in which the head of household or an adult identified that they have a disabling condition at project entry.
- **First-Time Homeless:** A household that entered an ES, SH, TH, RRH, or PSH project and was not previously enrolled in any projects in the two years prior to entry.
- **Returners from a Permanent Destination:** A household that entered an ES, SH, TH, RRH, or PSH project and has a previous exit to a permanent destination from a project in the 15–730 days prior to enrollment.

The data indicate that the largest household subpopulation in 2022 was first-time homeless households, which accounted for 703 households. Of the first-time homeless households who exited a program during the year, 284 (40 percent) exited to a permanent destination, 353 (50 percent) exited to a temporary destination, and 66 (9 percent) exited to

an unknown destination. The second-largest subpopulation was households that included a disabled member, which accounted for 439 households. Half of these households exited to a permanent destination, 41 percent exited to a temporary destination, and 8 percent exited to an unknown location.

When comparing the household subpopulations, households fleeing domestic violence had the highest exit rate to permanent destinations (91 percent); however, this was also the smallest subpopulation, with 11 households that exited during the program year. In addition, three of the five recorded subpopulations had at least half of their households exiting to a permanent destination. The exception was for first-time homeless households and returners from a permanent destination where half of the households exited to temporary destinations.

Differences in the distribution of households exiting to permanent, temporary, or unknown locations across household subpopulations could indicate a need for more targeted housing, shelter, and services to better serve households experiencing homelessness.

Table 20: Exit Destinations by Subpopulation

Household Subpopulations	Exit Destinations							
	Total Households		Permanent Destinations		Temporary Destinations		Unknown Destinations	
	#	%	#	%	#	%	#	%
Adult-only 55+	285	100%	144	51%	112	39%	29	10%
Adult with 3+ children	70	100%	41	59%	24	34%	5	7%
Fleeing domestic violence	11	100%	10	91%	1	9%	0	0%
Has a disabled member	439	100%	220	50%	182	41%	37	8%
First-time homeless	703	100%	284	40%	353	50%	66	9%
Returners from a permanent destination	38	100%	16	42%	19	50%	3	8%

Data source: 2022 HMIS.

The Consortium also analyzed data on the number of days that households stayed in emergency shelter, Safe Haven, or transitional housing projects and the days spent in rapid rehousing and permanent supportive housing projects prior to move-in. Table 21 outlines the average cumulative number of days that households stayed in a project (referred to as "days homeless"). For the 1,709 households enrolled in a shelter or housing program in FY 2022, households spent an average of 188 days homeless. For adult-only households, the

average was 216 days, while this figure was 209 days for households with at least one adult and child, and 23 days for households with only children.

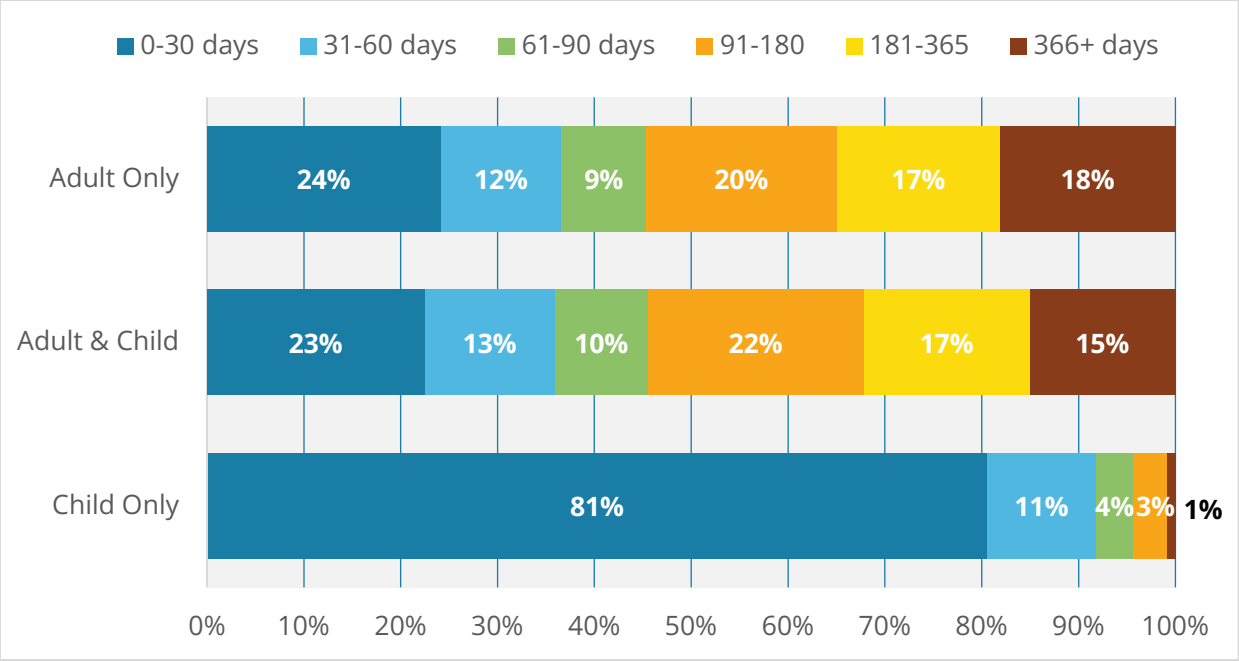
Table 21: Average Cumulative Days Homeless

Household Type	# Households	Average Days Homeless
All households	1,709	188
Adult-only	1,101	216
Adult and child	373	209
Child-only	232	23

Data source: 2022 HMIS.

Figure 46 depicts the share of households by household type in various intervals of days homeless. Overall, there is a more even distribution across intervals for households that contain adults compared to households with only children where 81 percent of households were homeless for less than 30 days.

Figure 46: Percentage of Households by Intervals of Days Homeless



Data source: 2022 HMIS.

Lastly, the Consortium reviewed data on returns to homelessness. Table 22 outlines the number of households that enrolled in an emergency shelter, Safe Haven, transitional housing, rapid rehousing, or permanent supportive housing project during the reporting period and have a record of previously exiting to a permanent destination six months prior to project enrollment. In 2022, 266 households had exited to a permanent destination six

months prior, of whom 28 returned to homelessness within six months. When disaggregated by household type, adult-only households had the lowest return rate at 6 percent while child-only households had the highest return rate of 18 percent.

Table 22: Returns to Homelessness by Household Type

Household Type	# Households Who Had Exited to Permanent Destinations	# Returns to Homelessness	% Returns to Homelessness
Adult-only	139	9	6%
Adult and child	62	7	11%
Child-only	65	12	18%
All households	266	28	11%

Data source: 2022 HMIS.

Overall, the data indicate that although child-only households spent fewer days homeless on average, this population witnessed a higher rate of returns to homelessness compared to adult-only and adult and child households in 2022. HMIS data also suggest that households enrolled in rapid rehousing or permanent supportive housing are more likely to exit to permanent destinations compared to households not enrolled in these programs, and that exits to permanent destinations vary by household subpopulation.

Unmet Needs in Brevard County

During the consultation process in the development of the AFH, stakeholders described the shelter and supportive housing needs facing persons experiencing homelessness in Brevard County. Stakeholders noted that there is currently limited shelter space across the county and that the overall shortage of affordable housing makes it challenging for individuals experiencing homelessness to locate permanent housing options. This has contributed to longer stays in short-term arrangements, such as emergency shelter, and can limit the availability of shelter space for other individuals in need of assistance.

Stakeholders also mentioned specific subpopulations with unmet shelter needs including single men and women, unaccompanied youth, youth who have aged out of foster care, seniors, and LGBTQI+ individuals. Many of these subpopulations do not have designated shelter space or targeted supportive services available to them. Stakeholders explained how some individuals are turned away from shelters either due to the lack of beds or a lack of services to assist them. Notably, there are also no designated shelter beds for victims of domestic violence or human trafficking across the county and stakeholders noted that this can make it harder to adequately meet this population's needs. Lastly, stakeholders described how existing shelter capacity is often unable to accommodate entire households experiencing homelessness and that as a result, household members may need to split up across shelter facilities in order to be sheltered.

X. Evidence of Housing Discrimination

Overview

The following section reviews HUD fair housing complaint data on the prevalence and nature of cases of housing discrimination and then explores a sample of problematic online rental advertisement listings on a given day to showcase fair housing concerns impacting Brevard County.

Fair Housing Complaints

Many interactions involving housing transactions are covered under the Fair Housing Act, at all points in the housing process, whether for rental housing (including inquiries and applications for rental housing, lease conditions, seeking housing assistance, interactions with management, rental costs, rental housing renewal, and evictions) or homeowner housing (like viewing homes for sale, offering to purchase a home, getting a mortgage, homeowners insurance, home inspections, transaction fees, and in HOA rules).

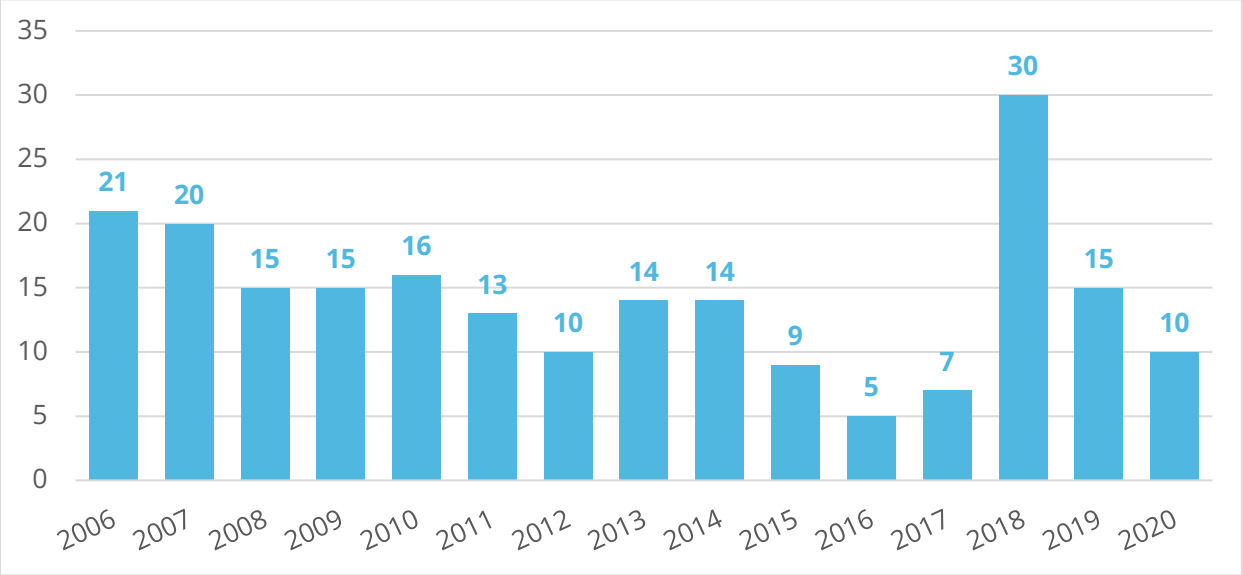
In Brevard County, residents who believe they have experienced housing discrimination have several avenues to file a complaint and may also qualify for additional assistance with suspected instances of housing discrimination. Residents can file a complaint with HUD's Office of FHEO for allegations of housing discrimination on the basis of a federally protected class. Any person or organization that can affect housing opportunities could have a complaint filed against them, including property owners and managers, developers, real estate agents, mortgage lenders, HOAs, and insurance providers. FHEO investigates complaints, which may be one or both of the following types:

- Discrimination under the Fair Housing Act (including housing that is privately owned and operated).
- Discrimination and other civil rights violations in housing and community development programs, including those funded by HUD.

HUD provides publicly available data on housing complaints submitted to FHEO since 2006, with the most recent data being for 2020. While HUD complaint data is a useful resource for better understanding the prevalence and nature of housing discrimination in a community, it is often an undercount of instances of housing discrimination because many individuals who experience discrimination or suspect they have been discriminated against do not report it. There are a variety of reasons an individual may not report housing discrimination such as lacking evidence to support their case; fearing retaliation for reporting the event; being unwilling to participate in an investigation; not wanting to bring attention to themselves, the suspected perpetrator, or the incident; not knowing how to file a complaint; not knowing that the discrimination they experienced is a fair housing violation; and more.

FHEO data indicate that from 2006 to 2020, there were 214 complaints filed by individuals for housing discrimination in which the alleged violation took place in Brevard County. Figure 47 indicates that 30 complaints were filed in 2018, which was the most complaints recorded for a single year within the dataset. Figure 48 depicts the sum of complaints by the basis of the complaint in the bar chart and then provides a breakdown of race-based complaints in the pie chart. It is important to note that a single complaint could be on the basis of more than one protected class.

Figure 47: Annual Fair Housing Complaints Submitted to HUD in Brevard County

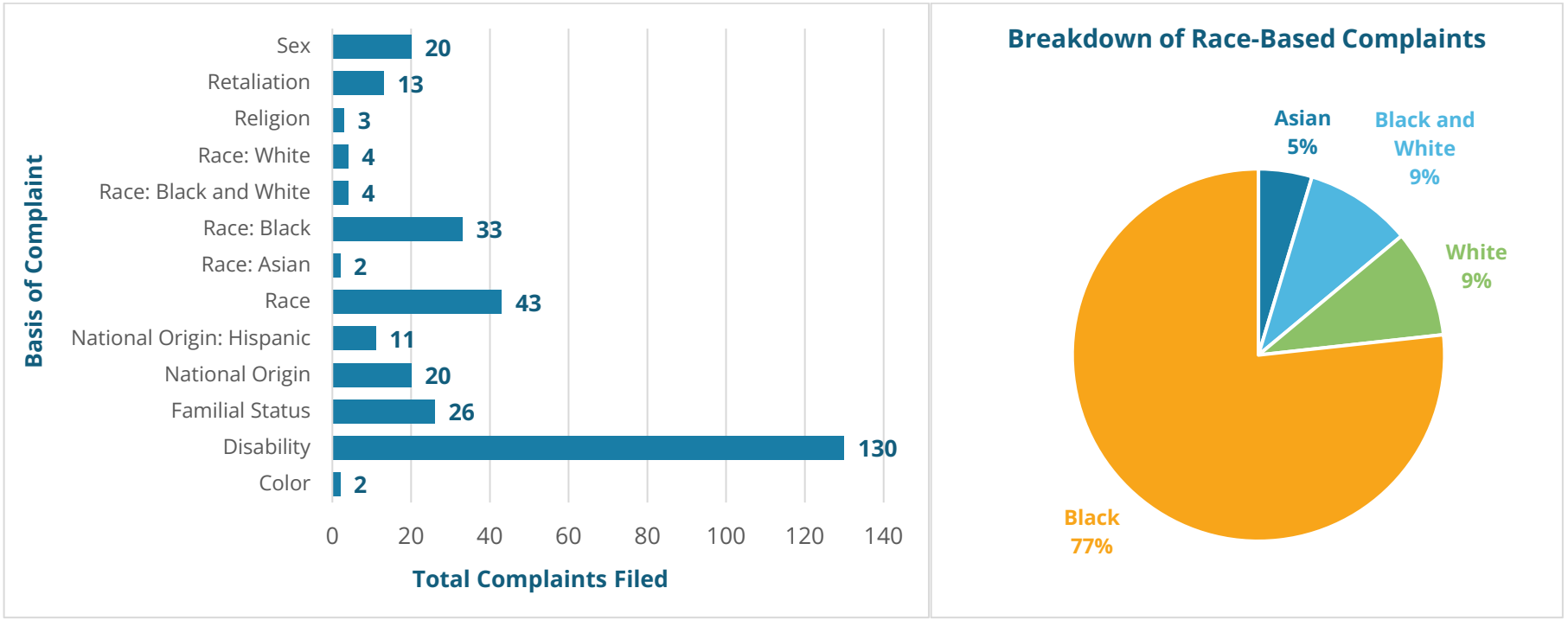


Data source: HUD FHEO Filed Cases in Brevard County (2006–2020), HUD, Updated November 10, 2020.

Of the 214 complaints filed during the time period, 130 (61 percent) were for discrimination on the basis of disability. Complaints on the basis of disability are often related to an individual being denied a modification or accommodation related to their disability. A common example includes an individual with a disability being denied the request to keep their assistance or service animal in their housing unit when they live in an apartment that has a no pets policy.

The second most common basis for complaints in Brevard County was on the basis of race which accounted for 43 or 20 percent of complaints. Among race-based complaints, 33 were on the basis of being Black/African American (77 percent), four were on the basis of being Black/African American and White (9 percent), four were on the basis of being White (9 percent), and two were on the basis of being Asian (5 percent). Among the 20 complaints submitted on the basis of national origin, 11 (55 percent) were on the basis of being Hispanic/Latino.

Figure 48: Basis of Fair Housing Cases Submitted to HUD in Brevard County (Left) and Breakdown of Race-Based Complaints (Right)



***Data source:** HUD FHEO Filed Cases in Brevard County (2006–2020), Updated November 10, 2020.*

Community Data

Advertisements for housing are protected under the Fair Housing Act. Advertisements for nearly all types of housing are covered, including housing with legal exceptions under other sections of the law, like owner-occupied housing or multifamily housing with four or fewer units. The Fair Housing Act prohibits the making, printing, and publishing of advertisements that indicate a preference, limitation, or discrimination on the basis of protected class. "Advertising" also extends to online and web-based media, radio, as well as in-person, email, or phone discussions with prospective tenants and homebuyers.

While professional management companies of rental housing must follow fair housing laws as much as landlords who may own only a few rental units, professional management companies often have training and policies for advertisements. Owners of a few rental units are not typically housing professionals and may not know fair housing law, leading to housing advertisements that either would likely be found illegal in court or could be illegal depending on the circumstances.

Rental housing advertisements for properties within the Brevard County area were sampled from the website Craigslist in the category "Apartments/Housing for Rent" on a single day in June 2023. The language used in individual advertisements (quoted verbatim) that is listed in Table 23 could be considered discriminatory on the basis of the listed protected class. The three protected class groups found in multiple advertisements in the sample included familial status, religion, and disability.

Occupancy restrictions are a common statement on ads, which, when used to restrict families from housing, are illegal. Note that not all occupancy restrictions are inherently illegal, but could be illegal depending on fire, health, or building code occupancy requirements, and other similar exceptions within fair housing law. Likewise, use of an illegal drug is not covered by the Fair Housing Act, but a person who formerly used illegal drugs and has completed a treatment program would be considered as having a disability and therefore covered under the law. The ability to drive a car (and hold a driver's license rather than other legal identification) or perform housing maintenance (rather than ask or hire others to help with a task) also should not be stated within a housing advertisement.

Though there has been progress in educating the public about the requirements and rights under the Fair Housing Act, public education for both rental housing owners and tenants is needed continuously.

Table 23: Examples of Problematic Statements in Craig's List Ads for Rentals in Brevard County

Problematic Statement from Rental Ad	Related Protected Class
For single occupant.	Familial Status
Located within a 5-minute walking distance to church.	Religion
Only one person, no couples, no overnight guests.	Familial Status
No drug use. If suspected will require drug testing.	Disability
Great for family and kids.	Familial Status
Please, no couch potatoes!	Possibly any protected class.
Only 1 Occupant. No exceptions!	Familial Status
We only rent to 3 people.	Familial Status
Per HOA rules no more than 4 unrelated persons allowed in unit.	Familial Status
Asking $1,200 per month for single person. May consider couples, please ask.	Familial Status
Preferably Christian renters.	Religion
Must show driver's license.	Possibly any protected class.

Data source: Craig's List Rental Ads in Brevard County, June 2023.

XI. Fair Housing Action Plan

Overview

The following section summarizes the fair housing issues identified in the AFH and describes the steps that the Consortium will pursue to take meaningful actions to address some of the challenges that limit fair housing choice and contribute to disparities in Brevard County.

Identified Fair Housing Issues

Through data analysis and the consultation process, the AFH identified several fair housing issues and contributing factors impacting fair housing choice, segregation or the lack of integration, R/ECAPs, and disparities in access to opportunities. The AFH utilizes the following HUD definitions to describe fair housing issues, contributing factors, and meaningful actions:

Fair Housing Issue	A condition in a jurisdiction's geographic area of analysis that restricts fair housing choice or access to opportunity and includes such conditions as ongoing local or regional segregation or lack of integration, R/ECAPs, significant disparities in access to opportunity, disproportionate housing needs, and evidence of discrimination or violations of civil rights law or regulations related to housing.
Contributing Factor	A factor that creates, contributes to, perpetuates, or increases the severity of one or more fair housing issues. Goals in an AFH are designed to overcome one or more contributing factors and related fair housing issues.
Meaningful Actions	Significant actions that are designed and can be reasonably expected to achieve a material positive change that affirmatively furthers fair housing by, for example, increasing fair housing choice or decreasing disparities in access to opportunity.

The Consortium identified several fair housing issues and contributing factors in its analysis, which are summarized in Tables 24 and 25. The lack of a local fair housing organization is a concern for the county as there is not a countywide fair housing infrastructure in place to receive fair housing complaints, investigate concerns, coordinate education and outreach efforts, and enforce fair housing laws. The Consortium and other local providers work to fill this need, but having a fair housing agency with its own dedicated funding to lead these efforts would benefit county residents.

Other identified fair housing issues include discrimination in the rental housing market against unprotected groups including people with poor credit histories, criminal backgrounds, eviction records, and pets as well as protected classes such as families with children, people of color, multiracial households, and older adults (55+). Among homeowners, the AFH also identified concerns about predatory lending targeting low-income households, foreclosures, and discriminatory banking practices related to REO properties that adversely impact predominantly Black/African American and Hispanic/Latino neighborhoods.

Table 24: Fair Housing Issues in Brevard County

#	Fair Housing Issue	Associated with the Following Contributing Factors	Groups Impacted by Issue
1	The County does not have a local fair housing agency to accept fair housing complaints, conduct fair housing testing, provide fair housing education and outreach, or enforce fair housing laws.	12	All protected classes.
2	Housing voucher recipients face discrimination in the rental housing market from landlords who will not rent to them. Landlords may be prejudiced against them or be unwilling to work with government voucher programs.	5, 9	All protected classes. Persons with rental assistance vouchers
3	The limited supply of and high demand for rental housing allows landlords to use more stringent screening criteria for applicants regarding eviction and credit history, criminal justice involvement, pets, and even protected groups such as families with children, people of color, multiracial families, and older adults (55+).	1, 2, 4, 5, 6, 8, 9, 11	Protected classes including familial status (e.g., families with children), race, color, and age. Persons with eviction and poor credit histories, criminal backgrounds, and pets.
4	More affordable housing units are needed throughout the county, for all types of populations. The lack of affordable housing options limits housing choice.	1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 14	All protected classes. All persons with incomes below 120% AMI.
5	In some small, closeknit communities, tenants are afraid of submitting fair housing complaints due to possible landlord retaliation, whether from existing landlords or potential future landlords.	12	All protected classes.
6	Environmental hazards are a concern in some areas with contamination. The Live Local Act allows for affordable housing development in industrial, commercial, and mixed-use zones, which could uncover issues with affordable housing placement in areas with environmental hazards and health risks.	1, 7, 11	All protected classes. All persons with incomes below 120% AMI.

#	Fair Housing Issue	Associated with the Following Contributing Factors	Groups Impacted by Issue
7	Predatory lending and foreclosures are a concern in some areas across Brevard County.	12	All protected classes. All persons with incomes below 100% AMI.
8	Seniors with low, fixed incomes have a need for home rehabilitation, accessibility improvements, and home modifications to help them age in place and maintain their housing.	3, 4, 9	Seniors (age 55+), persons with disabilities. Seniors with incomes below 80% AMI.
9	Several banks in the mid-Florida/Brevard County area failed to properly maintain REO properties in predominantly Black/African American and Hispanic/Latino communities. Poorly maintained REO properties reduced surrounding property values and adversely impacted communities of color.	15	People of color including people identifying as Black/African American and/or Hispanic/Latino. Communities with foreclosed properties (REO properties).

Table 25: Contributing Factors to Fair Housing Issues Across the Consortium

#	Fair Housing Contributing Factor
1	"Not in my backyard" mindsets and opposition to affordable housing or alternate housing options are issues in certain areas across the county that can prevent the development of affordable housing options.
2	Individuals and families can face sudden, sharp increases in housing costs, particularly for rent. This can price them out of communities with opportunities, force them to relocate, and make it harder to make ends meet.
3	Many seniors have difficulty getting transportation to medical appointments. For those with fixed incomes and limited housing options, the lack of accessibility to community resources and amenities can have dire consequences for their wellbeing.
4	Seniors with low, fixed incomes are less likely to afford increased housing costs and/or upkeep costs to maintain their homes.
5	Housing voucher recipients often struggle to locate rental units that are affordable and available to them.
6	Households on fixed incomes and families earning less than 80 percent AMI are at risk of homelessness or housing instability. Households earning 80–90 percent AMI often do not qualify for many assistance programs but would benefit from services to help them remain housed.

#	Fair Housing Contributing Factor
7	The Live Local Act offers new tools to encourage the development of affordable housing; however, there are not many developers looking to construct high density affordable housing in Brevard County.
8	Insurance costs and requirements have a big impact on driving up the cost of housing for rental units and homeowner units. Increasing costs for homeowners insurance and destruction following natural disasters and weather events also contribute to high housing costs.
9	The private market has few restraints on increasing rent.
10	Shelter space is needed for all populations but is particularly hard to find for families with children. It is difficult to find nonprofits/agencies who can operate shelters.
11	Development costs can be prohibitive in some areas, such as communities with infrastructure limitations.
12	The county previously had a local fair housing agency (The Fair Housing Continuum, Inc.), but the organization no longer exists. Other groups (such as the Consortium and service providers) offer fair housing resources and referrals, but overall fair housing resources and services across the county are limited.
13	Evictions have increased since the end of pandemic moratoriums and have remained high in some areas across Brevard County.
14	Certain types of housing that would be affordable to lower income persons, such as tiny homes and ADUs, are not allowed in some jurisdictions. This limits options to help lower-income residents find housing.
15	Discriminatory practices by banks related to poorly maintained REO properties reduced property values and adversely impacted predominantly Black/African American and Hispanic/Latino communities.

AFH Goals and Action Steps

The Consortium met for a series of working sessions to outline the group's fair housing goals and action steps for the next several years. Table 26 includes the Consortium's joint goals and action steps for Brevard County and the cities of Cocoa, Melbourne, Palm Bay, and Titusville to pursue as a Consortium.

The Consortium's first goal is to continue providing fair housing education and outreach efforts to county residents. Currently, members of the Consortium set aside part of their CDBG and HOME resources to fund ongoing fair housing activities that have included PSAs on Space Coast TV, placement of fair housing billboards located across the county, and training sessions for the general public and tenants. Although the Consortium jointly works to provide fair housing services to the community in the absence of a local fair housing organization, it is important to recognize that the Consortium's resources are insufficient to fully meet the needs of the community. In the upcoming years, the Consortium plans to devote some of its resources to public education and outreach efforts as well as work with local partners to explore strategies for reestablishing a local fair housing

organization. Specifically, the Consoritum plans to meet with existing partner organizations to outline a common strategy for providing fair housing outreach and education across Brevard County to help meet the community's needs in the short and medium term. During consultation sessions for the AFH, the Consortium received feedback from service providers that various county resources contain outdated information on local fair housing resources. Part of the Consortium's efforts can therefore include coordinating with partners to update fair housing-related content so residents have a better sense of what resources are available and which organizations to contact. In addition, the Consortium intends to work with interested parties in reestablishing a local fair housing organization by exploring the potential agency's funding needs and possible funding sources. Working with interested parties to set up a local fair housing organization with dedicated funding sources would help better meet the community's fair housing needs in the long term.

Another Consortium goal is to continue creating affordable rental housing opportunities. To work toward this goal, the Consortium will continue preparations for its one-time HOME-ARP funding, which includes developing HOME-ARP policies and procedures based on the activity selections in the Consortium's HOME-ARP Allocation Plan. The Allocation Plan set aside $3M for affordable housing development and part of HUD's requirements for administering and monitoring HOME-ARP funding includes developing HOME-ARP policies and procedures. Once the Consortium develops its policies and procedures, the Consortium will develop and issue a request for proposals (RFP) for projects to develop affordable and accessible rental housing opportunities. In addition, the Consortium will work together to establish affordable housing development goals for various AMI categories based on the needs of the county. Setting development goals and aligning multiple planning efforts—such as the Consolidated Plan, HOME-ARP Allocation Plan, and SHIP reports—will help the Consortium coordinate efforts across different strategies that are ultimately working toward the shared goal of enhancing housing options for residents.

Lastly, the Consortium plans to participate in future planning meetings with the SCTPO to encourage joint planning efforts between transportation and housing. The AFH identified the need for improved transportation access relative to housing, particularly for lower-income residents and seniors. By coordinating with the SCTPO, the Consortium aims to leverage resources and improve connectivity between housing, transportation, employment centers, and other amenities across Brevard County.

Consortium's Fair Housing Action Plan

Table 26 outlines the Consortium's joint fair housing goals and actions over the next several years. The goals and actions in the table include activities that Brevard County, Cocoa, Melbourne, Palm Bay, and Titusville will pursue together.

Table 26: Consortium's Fair Housing Goals and Action Steps

#	**AFH Goal** *The target/ objective for the next few years*	**Action Steps** *The next steps in making progress toward the goal*	**Fair Housing Issue(s) the Action Aims to Address** *The issue(s) the action will help address*	**Anticipated Resources** *The resources expected to support the identified action*	**Expected Outcomes** *The specific outcomes the action aims to accomplish*
1	**Provide Fair Housing Public Outreach and Education**	**Enhance Intra-Consortium Coordination** • Consult with the Consortium's partner organizations to establish common goals for providing fair housing outreach and education across Brevard County. • Outline strategies and methods for providing fair housing outreach and education; identify target audiences for fair housing materials; and establish best practices for creating and publishing fair housing information.	There is not an active local fair housing organization in Brevard County.	HOME, SHIP, CDBG	• Renew and reaffirm relationships between the Consortium and its partners on fair housing goals and strategies. • Develop the county's fair housing strategy to guide actions over the next five or so years.
		Create and Publish Public Outreach & Fair Housing Education Resources • Using the county's fair housing strategy, develop fair housing resources for the public such as a PSA on Space Coast Government TV and fair housing information on the county's/city's websites.	There is not an active local fair housing organization in Brevard County. Evidence indicates that fair housing discrimination takes	HOME, SHIP, CDBG	• Increase public education and awareness of fair housing issues. • Clarify the process for residents to access fair housing resources and services.

#	AFH Goal *The target/ objective for the next few years*	Action Steps *The next steps in making progress toward the goal*	Fair Housing Issue(s) the Action Aims to Address *The issue(s) the action will help address*	Anticipated Resources *The resources expected to support the identified action*	Expected Outcomes *The specific outcomes the action aims to accomplish*
		• Coordinate with the Consortium's partners so that fair housing resources and information reflect what is currently available in the county and are updated routinely.	place in Brevard County.		• Reduce the frequency of fair housing issues in Brevard County.
		Look into Re-Establishing a Local Fair Housing Organization • Support interested parties in outlining steps for reestablishing a local fair housing organization, including exploring funding needs and potential funding sources.	There is not an active local fair housing organization in Brevard County.		• Assist partners in exploring options for reestablishing a local fair housing organization.
2	**Create Affordable Rental Housing Opportunities**	• Develop HOME-ARP policies and procedures to guide the use of the Consortium's one-time allocation of HOME-ARP funding ($3M was set aside for affordable housing development). • Issue an RFP to solicit proposals to develop accessible, affordable rental housing options that are available to persons with disabilities.	There is a need for accessible affordable housing options for persons with disabilities.	HOME-ARP	• The Consortium estimates that HOME-ARP could fund 10 rental units, assuming that HOME-ARP covers 100 percent of the cost for each unit.

#	AFH Goal *The target/ objective for the next few years*	Action Steps *The next steps in making progress toward the goal*	Fair Housing Issue(s) the Action Aims to Address *The issue(s) the action will help address*	Anticipated Resources *The resources expected to support the identified action*	Expected Outcomes *The specific outcomes the action aims to accomplish*
		• Facilitate a strategic planning meeting with the Consortium to establish affordable housing development goals for various AMI categories based on need and tie multiple planning efforts (Consolidated Plan, HOME-ARP Allocation Plan, SHIP reports, etc.) together. • Continue to issue RFPs to fund the development of a variety of affordable housing options for Brevard County residents.	There is a need for housing affordable to households earning less than 140% AMI.	HOME, SHIP, CDBG	• Coordinate affordable housing projects across the Consortium. • Establish affordable housing development goals to guide efforts across multiple fundings sources and plans.
3	**Align Planning Initiatives to Increase Access to Opportunity for Underserved Residents Across Brevard County**	**Continue Engagement and Coordination with the SCTPO** • Participate in transportation planning meetings to provide input on the affordable housing needs of lower-income households, underserved communities, and protected classes in Brevard County. • Advocate for further study of the relationship between housing and transportation and best practices for policy and planning in the upcoming 2050 Long Range Transportation Plan. • Work with SCTPO to encourage connectivity between transit systems,	There is a need for accessibility to public transportation for residents of low-income areas and seniors.	Florida Department of Transportation (FDOT)	• Enhance alignment between transportation and housing planning. • Improve residents' connectivity between affordable housing units, public transportation, and other community amenities.

#	**AFH Goal** *The target/ objective for the next few years*	**Action Steps** *The next steps in making progress toward the goal*	**Fair Housing Issue(s) the Action Aims to Address** *The issue(s) the action will help address*	**Anticipated Resources** *The resources expected to support the identified action*	**Expected Outcomes** *The specific outcomes the action aims to accomplish*
		affordable housing, and employment centers in the county.			

Brevard County's Fair Housing Action Plan

Table 27 outlines Brevard County's fair housing goals and actions over the next several years. The goals and actions in the table include activities that Brevard County will pursue outside of the Consortium.

Over the next few years, Brevard County will continue to provide funding opportunities to support the development of a range of affordable and workforce housing options for residents. Based on the findings from the AFH, the county will ensure that the RFPs for funding opportunities encourage the development of housing units that are accessible to people with disabilities and are available to a variety of income levels. The consultation sessions for the AFH indicated that there is a shortage of affordable housing options for a variety of income levels; however, households earning between 80–90 percent AMI often do not qualify for housing assistance programs and as a result are not served. Part of this process will therefore include reviewing how multiple funding sources such as CDBG, HOME, and SHIP can be leveraged to meet housing needs for households earning up to 140 percent AMI to better meet the community's housing needs.

In addition to continuing its current affordable and workforce housing development activities, Brevard County also intends to explore the County Code and ordinances in light of the Live Local Act. Along with the county's AHAC and planning and zoning boards, staff will meet over the next few months to develop recommendations for ways to provide flexible options and incentives to encourage the development of affordable housing options. Since the Live Local Act allows for affordable housing development projects in areas zoned for industrial, commercial, and mixed use, the county will study current sites for suitability for affordable housing projects and consider how to utilize new statutory tools made available under the Live Local Act.

Table 27: Brevard County's Fair Housing Goals and Action Steps

#	AFH Goal *The target/ objective for the next few years*	Action Steps *The next steps in making progress toward the goal*	Fair Housing Issue(s) the Action Aims to Address *The issue(s) the action will help address*	Anticipated Resources *The resources expected to support the identified action*	Expected Outcomes *The specific outcomes the action aims to accomplish*
1	**Create and Preserve Affordable Housing and Workforce Housing**	**Fund affordable housing options (at or below 120 percent AMI) that are accessible to persons with disabilities.** • Continue to advertise RFP funding opportunities that will create or preserve affordable housing that is accessible to persons with disabilities.	There is a lack of affordable housing options that are affordable to households earning below 120 percent AMI and accessible to persons with disabilities.	HOME, SHIP, CDBG	• Create and preserve affordable housing that is accessible to persons with disabilities.
		Fund housing developments for workforce housing (at or below 140 percent AMI) • Continue to advertise RFP funding opportunities that will create or preserve affordable/workforce housing.	There is a need for workforce housing affordable to households earning up to 140 percent AMI.	HOME, SHIP, CDBG	• Create and preserve workforce housing.
2	**Provide Incentives and Flexible Options in County Code and Ordinances to Encourage Affordable Housing Development**	• Work with the AHAC and planning and zoning board to review the County Code and ordinances and develop recommendations for potential modifications. • Study the county's commercial, industrial, and mixed-use sites that could utilize new statutory tools under the Live Local Act. • Create an inventory of eligible parcels for affordable housing development. • Develop a timeline and next steps for implementing incentive strategies in the County Code, reviewing draft ordinances, and developing policy changes.	Deficits and loss of affordable/workforce housing units and to persons with disabilities and persons in protected classes.	SHIP incentives and strategies including those per FL SB 102, Live Local Act	• Identify methods for the county to facilitate development and infill projects in commercial, industrial, and mixed-use sites.

Cocoa's Fair Housing Action Plan

Table 28 outlines the City of Cocoa's fair housing goals and actions over the next few years. The goals and actions in the table include activities that the city will pursue outside of the HOME Consortium.

Over the next few years, Cocoa intends to review and strengthen the city's existing housing programs and services, update public-facing information on available resources, and better leverage its limited resources to address priority needs. The data analysis and information gathered through the consultation process for the AFH identified significant housing needs in Cocoa; however, the city's CDBG and HOME resources continue to decrease each year, which limits the reach of housing programs and services. While the city's SHIP allocation from the state will increase over the next fiscal year, anticipated resources in the coming years are not sufficient to fully address housing needs in Cocoa.

Given limited resources and the needs identified in the AFH, the city plans to continue its Purchase Assistance Program, which helps qualifying low-income households become first-time homeowners. The city would like to modify the program to include the Diamond Square Community Redevelopment Area (CRA) and expand eligibility to households earning up to 90 percent AMI. The Diamond Square CRA is an area that includes a high level of need for housing assistance. Through the consultation sessions for the AFH, stakeholders also indicated that there is a shortage of affordable housing options for a variety of income levels; however, households earning between 80–90 percent AMI often do not qualify for housing assistance and as a result are not served. The AFH further identified predatory lending as a concern in Cocoa. By providing first-time homebuyer assistance, the city can educate households about the warning signs of predatory lending while offering financial assistance for households to become homeowners. Using CRA funding, the city anticipates helping up to 10 households over the next two years through the program.

Cocoa also intends to continue its Housing Rehabilitation Program, which funds rehab for very low-income and low-income homeowners living in older homes in need of maintenance. Currently, the program has a closed waitlist with 30 households that need assistance. Although the city is unable to serve many households with current funding levels, data analysis and information gathered through the consultation process indicate that a significant portion of the city's affordable housing stock is old and requires rehab. By assisting lower-income households in maintaining their housing, Cocoa helps enhance housing stability while preserving the city's affordable housing stock.

Additionally, two of the city's goals include revising internal grant application procedures and working with partner organizations to better align grant funding opportunities with community needs. Through the consultation process, stakeholders shared that existing procedures can be confusing and cumbersome for service providers applying for city funding. The city intends to streamline its CDBG and HOME grants application process to make it easier for organizations to apply for funding while highlighting needed community services such as homelessness prevention and transportation services. These efforts would also include outreach to organizations such as informational sessions to clarify the application process, answer questions, and highlight city funding priorities. Cocoa also plans to modify some of its program requirements for beneficiaries so it is easier for assisted households to participate in and understand program rules.

Lastly, Cocoa plans to review and update materials that list available housing programs and services for residents. Internally, the city would like to develop updated handouts for city staff to better refer residents to available resources. Externally, Cocoa intends to coordinate with partners and align public outreach and education efforts so residents in need have current resources and contacts for available services.

Table 28: Cocoa's Fair Housing Goals and Action Steps

#	**AFH Goal** *The target/objective for the next few years*	**Action Steps** *The next steps in making progress toward the goal*	**Fair Housing Issue(s) the Action Aims to Address** *The issue(s) the action will help address*	**Anticipated Resources** *The resources expected to support the identified action*	**Expected Outcomes** *The specific outcomes the action aims to accomplish*
1	**Increase First-Time Homeownership Opportunities for Households Earning Less Than 90 Percent AMI**	Review and modify the city's existing Purchase Assistance Program so more lower income households can become first-time homeowners by: • Expanding the program to include the Diamond Square CRA. • Increasing the income eligibility requirements to serve households earning up to 90 percent AMI.	• There is a lack of affordable housing for households earning less than 90 percent AMI. • Oftentimes, households earning between 80–90 percent AMI do not qualify for housing programs and go unassisted.	CRA funds	Over the next two years, the city anticipates assisting 10 households through the program.
2	**Support the Rehabilitation and Preservation of Affordable Housing Units for Lower-Income Homeowners**	Continue the city's existing Housing Rehabilitation Program to provide funding for very low-income and low-income households to maintain their homes, remain stably housed, and ultimately preserve the city's housing stock.	• There is a lack of affordable housing for very low-income and low-income households as well as seniors and persons with disabilities. • Many lower-income households living in older units need rehabilitation assistance to preserve their current housing.	SHIP and CDBG funds	Over the next two years, the City anticipates rehabbing two to three housing units, assuming that each unit receives up to $40K in assistance. The number of units assisted depends on the city's SHIP and CDBG allocations as well as the extent of rehabilitation required for eligible housing units.
3	**Improve the City's CDBG and HOME**	Review and revise the city's existing HOME application procedures to:	While not directly tied to a fair housing issue, this goal will help more effectively	CDBG and HOME resources	The city intends to review and revise CDBG and HOME procedures prior to

#	**AFH Goal** *The target/objective for the next few years*	**Action Steps** *The next steps in making progress toward the goal*	**Fair Housing Issue(s) the Action Aims to Address** *The issue(s) the action will help address*	**Anticipated Resources** *The resources expected to support the identified action*	**Expected Outcomes** *The specific outcomes the action aims to accomplish*
	Grant Application Procedures	• Make housing programs easier for beneficiary households to participate in and understand. Review and revise the city's existing CDBG grant application procedures to: • Streamline the application process to make it easier for providers and nonprofits to apply for funding. • Highlight needed community services, such as homelessness prevention and transportation assistance, and tie these services to funding opportunities.	utilize limited city resources to address priority needs.		the next RFP cycle in FY 2024.
4	**Enhance Partnerships with Local Agencies to Increase Participation in Funding Opportunities for Affordable Housing and**	• Identify partner organizations that do not currently apply for city funding but could provide affordable housing and homelessness prevention in Cocoa. • Conduct outreach to existing partners as well as potential	While not directly tied to a fair housing issue, this goal will help service providers access funding opportunities to address Cocoa's priority needs.	CDBG	The city intends to conduct outreach to partner organizations prior to the next RFP cycle for CDBG in January 2024.

#	AFH Goal *The target/objective for the next few years*	Action Steps *The next steps in making progress toward the goal*	Fair Housing Issue(s) the Action Aims to Address *The issue(s) the action will help address*	Anticipated Resources *The resources expected to support the identified action*	Expected Outcomes *The specific outcomes the action aims to accomplish*
	Homelessness Prevention	partners to provide informational sessions on the city's grant application process and answer questions. • Share the city's priorities for providing affordable housing and homelessness prevention services with prospective grant applicants.			
5	**Improve Outreach and Education on Housing Programs and Resources Available for Residents**	Review and revise the city's internal process for referring residents to housing programs and services by: • Creating handouts listing the current housing programs and services available to Cocoa residents. • Sharing updated resources with staff across City departments.	There is a need to update the city's internal process for referring residents to housing programs and services.	CDBG, HOME, and SHIP	The city plans to update internal resources over the next year.
		Enhance the city's external process for sharing information on current housing programs and services by: • Creating external-facing handouts listing current housing programs and	There is a need to improve coordination with external partners and better align information on current housing programs and services available to Cocoa residents.	CDBG, HOME, and SHIP	The city plans to work with partner organizations to align resources and share content with the public over the next two years.

#	**AFH Goal** *The target/objective for the next few years*	**Action Steps** *The next steps in making progress toward the goal*	**Fair Housing Issue(s) the Action Aims to Address** *The issue(s) the action will help address*	**Anticipated Resources** *The resources expected to support the identified action*	**Expected Outcomes** *The specific outcomes the action aims to accomplish*
		services available to Cocoa residents. • Develop PSAs to share current housing programs and services with community members. • Work with partner organizations to align public outreach and education initiatives related to housing programs and services for residents.			

Melbourne's Fair Housing Action Plan

Table 29 outlines the City of Melbourne's fair housing goals and actions over the next several years. The goals and actions in the table include activities that the city will pursue outside of the HOME Consortium.

Over the next few years, Melbourne will continue funding opportunities to promote housing stabilization through its owner-occupied rehabilitation program as well as develop a new foreclosure prevention strategy. The city's owner-occupied rehabilitation program provides qualifying low-income homeowners with a deferred payment loan to fund necessary repairs to bring homes into compliance with City Code and the Florida Building Code. During the consultation process, stakeholders noted that seniors living on a fixed income often struggle to maintain their homes and that rising housing costs exacerbate challenges with housing stability in Brevard County. Through the city's rehabilitation program, Melbourne is able to help low-income homeowners maintain their housing and remain stably housed while preserving some of the city's affordable housing stock. In FY 2023–2024, Melbourne anticipates funding the fullscale rehabilitation of five to seven homeowner units.

Information gathered through the consultation sessions for the AFH indicated that predatory lending is a concern for some communities in Brevard County and that sharp increases in housing costs can threaten housing stability and risk foreclosure for many lower-income households. In the wake of sudden and sharp increases in housing costs, predatory lenders may also take advantage of low-income homeowners that are unable to find financing through traditional means. Both predatory lending and foreclosure can destabilize households and disrupt entire communities. To address concerns over predatory lending and foreclosures, the city intends to develop a foreclosure preventure strategy that would assist eligible households at risk of foreclosure with payments, taxes, insurance, and utilities. The strategy would incorporate educational resources on noticing and avoiding predatory lending while offering assistance to help stabilize households in the community. Melbourne plans to further develop and outline this strategy in its Local Housing Assistance Plan during FY 2024–2025.

Lastly, the city intends to continue funding affordable housing development projects, TH and supportive services for households experiencing homelessness, and assistance to keep families stably housed. Melbourne works with nonprofit agencies and partners to provide public services, case management, and rental assistance to families at risk of homelessness or currently experiencing homelessness.

Table 29: Melbourne's Fair Housing Goals and Action Steps

#	AFH Goal *The target/ objective for the next few years*	Action Steps *The next steps in making progress toward the goal*	Fair Housing Issue(s) the Action Aims to Address *The issue(s) the action will help address*	Anticipated Resources *The resources expected to support the identified action*	Expected Outcomes *The specific outcomes the action aims to accomplish*
1	**Promote Housing Stabilization**	Continue the city's current open strategy for owner-occupied rehabilitation	• Helping families earning less than 80 percent AMI. • Helping seniors age in place. • Address families at risk of homelessness or housing instability.	HOME and SHIP, based on funding and set-aside requirements	The city anticipates serving five to seven owner-occupied full-scale rehabilitation projects in SHIP FY 2023–2024, with a budget for each project of approximately $95,000.
		• Create a new strategy to serve households at risk of foreclosure through assistance with payments, taxes, insurance, and utility protection. • Outline a strategy in the city's Local Housing Assistance Plan during FY 2024–2025.	• Low-income households can be targeted by predatory lenders and/or lose their housing to foreclosure. • Insurance costs contribute to the unaffordable cost of housing.	Staff time to develop strategy	• Help stabilize households and prevent foreclosure for low-income homeowners. • Develop a new strategy to guide city efforts.
2	**Provide Public Services and Case Management for At-Risk Households**	Continue to work with non-profit agencies to provide public services, case management, and direct financial	Persons experiencing or at risk of homelessness and those with disabilities and/or mental health conditions have	CDBG—Public Services	• Assist residents in remaining stably housed. • Connect residents with needed

#	AFH Goal *The target/ objective for the next few years*	Action Steps *The next steps in making progress toward the goal*	Fair Housing Issue(s) the Action Aims to Address *The issue(s) the action will help address*	Anticipated Resources *The resources expected to support the identified action*	Expected Outcomes *The specific outcomes the action aims to accomplish*
		services for rent to families who are at risk of homelessness or homeless.	acute needs and need services to achieve housing stability.		services to prevent episodes of homelessness. •
3	**Encourage New Construction of Affordable Housing**	Review projects and award American Rescue Plan Act (APRA) funding for the development of affordable housing for households earning less than 80 percent AMI.	There is a need for housing affordable to households earning less than 80 percent AMI.	$1.5M in American Rescue Plan Act funds	• Development of affordable housing units. • Anticipated to be completed by October 1, 2026.
4	**Provide Purchase Assistance with Rehabilitation & Housing Counseling**	Provide purchase assistance and housing counselling to households earning between 80–120 percent AMI to assist with rehabilitation.	Households earning between 80–120 percent AMI often do not qualify for other programs and fall through the cracks. There is a need for home rehabilitation, accessibility improvements, and home modifications to help people remain stably housed.	$309K in SHIP for two fiscal years	$309,631 had been earmarked in two SHIP fiscal years to provide purchase assistance and counselling. The anticipated completion date is by June 30, 2025.
5	**Provide TH and Supportive Services for Persons Experiencing Homeless**	Continue to work with non-profit organizations in HOME and CDBG FY 2024–2025 that can provide housing units to at-risk persons/families due to domestic violence, aging out of foster care,	Provides units and supportive services to homeless and families at risk of homelessness who earn less than 80 percent AMI and in most cases are below 30 percent AMI.	CDBG and HOME	Create new units for households experiencing homelessness and offer case management and supportive services to help households move onward to permanent housing and self-sufficiency.

#	AFH Goal *The target/ objective for the next few years*	Action Steps *The next steps in making progress toward the goal*	Fair Housing Issue(s) the Action Aims to Address *The issue(s) the action will help address*	Anticipated Resources *The resources expected to support the identified action*	Expected Outcomes *The specific outcomes the action aims to accomplish*
		mental health, and or disabilities.			

Palm Bay's Fair Housing Action Plan

Table 30 outlines the City of Palm Bay's fair housing goals and actions over the next several years. The goals and actions in the table include activities that the city will pursue outside of the HOME Consortium.

Palm Bay plans to continue its Homeowner Assistance and Home Purchase Assistance programs as well as utilize incentives provided through SHIP and the Live Local Act to encourage the development and preservation of affordable housing options in the city. The AFH underscored the need for housing and services to help individuals with special needs, seniors, and those with disabilities live in supportive housing arrangements or have the option to remain housed in their current living situation. Palm Bay's housing programs currently offer services such as homeowner rehabilitation, utility hookup assistance, and homeowner purchase assistance to help low-income persons remain stably housed. In addition, Palm Bay uses HOME and SHIP to fund the development of affordable rental housing projects and CDBG to fund public services for low- and moderate-income residents.

The city also plans to explore ways to promote mobility among low-income residents by funding vouchers for medical transport for seniors that struggle to secure transportation to medical appointments. During the consultation sessions for the AFH, stakeholders noted that low-income seniors living on fixed incomes have difficulty accessing transportation options for medical appointments. Vouchers would help bridge the gap for seniors who are otherwise unable to secure transportation to medical facilities.

The city will also take the next few months to review the City Code, ADU ordinance, and tiny homes ordinance and develop recommendations for ways to provide more flexible options for residents and developers. During the consultation process for the AFH, program staff noted that aspects of the city's existing tiny homes ordinance could be improved to make it easier and more affordable to comply with local policies while still meeting community needs for more affordable housing. The City Code and ordinance review process would also include studying the city's commercial, industrial, and mixed-use sites for suitability for affordable housing projects and strategies for utilizing statutory tools made available under the Live Local Act.

Table 30: Palm Bay's Fair Housing Goals and Action Steps

#	**AFH Goal** *The target/objective for the next few years*	**Action Steps** *The next steps in making progress toward the goal*	**Fair Housing Issue(s) the Action Aims to Address** *The issue(s) the action will help address*	**Anticipated Resources** *The resources expected to support the identified action*	**Expected Outcomes** *The specific outcomes the action aims to accomplish*
1	**Increase the Stock of Affordable and Accessible Rental Housing in Palm Bay.**	• Implement SHIP incentives to encourage the development of affordable rental units. • Study the city's commercial, industrial, and mixed-use sites that could utilize new statutory tools under the Live Local Act.	Reduction in number of cost-burdened households.	About $100K in SHIP and $1.7M in American Rescue Plan funds	Develop approximately 44 affordable housing rental units in the next five years using SHIP and American Rescue Plan funds.
		Provide incentives to increase the number of affordable housing units for low-income residents and special needs residents.	More affordable housing units are needed throughout the county for all types of populations.	HOME, CDBG, SHIP, State Apartment Incentive Loan	The city anticipates adding eight affordable housing units in the next five years.
		Review City Code and ADU and tiny homes ordinances to identify strategies to help reduce development costs while encouraging the production of safe and decent housing options.	There is a need for a variety of affordable housing options.	Staff time to review and develop recommendations for code and ordinance updates	Allow flexible options to facilitate the development of ADUs and tiny homes.
2	**Maintain Affordable, Accessible Housing in Integrated Settings for Persons with Disabilities and**	Continue to fund housing repairs for persons with special needs in order to keep them in their homes.	There is a need for home rehabilitation, accessibility improvements, and home modifications to help seniors age in place,	The city anticipates utilizing SHIP funds to address this goal	The city expects to assist approximately 20 households in the next five years.

#	AFH Goal *The target/objective for the next few years*	Action Steps *The next steps in making progress toward the goal*	Fair Housing Issue(s) the Action Aims to Address *The issue(s) the action will help address*	Anticipated Resources *The resources expected to support the identified action*	Expected Outcomes *The specific outcomes the action aims to accomplish*
	Those Who Need Supportive Services.		including persons with disabilities.		
3	**Encourage Mobility Among Low-Income Residents Living in Areas of Poverty, Particularly in R/ECAPs.**	Identify nonprofit agencies that can provide Space Coast Area Transit Bus Vouchers or medical transport to low-income residents.	Helping low-income residents and seniors with transportation needs, including medical appointments.	The city will use CDBG and CDBG CARES Act funds	The city will assist approximately 105 residents with mobility services.

Titusville's Fair Housing Action Plan

Table 31 outlines the City of Titusville's fair housing goals and actions over the next several years. The goals and actions in the table include activities that the city will pursue outside of the HOME Consortium.

The city plans to pursue fair housing education and outreach activities both with the Consortium (described previously) and independently (summarized below in Table 31). The city's fair housing goals and actions include continuing its annual social media campaign to promote fair housing awareness and education for the general public by publishing information on the city's social media accounts during Fair Housing Month. Titusville also intends to develop a fair housing education strategy specifically to provide factual information on the purpose and impacts of affordable housing projects. Over the past few years, the city has seen local opposition groups that organize against affordable housing projects. Some groups spread misinformation about affordable housing projects that are based on stereotypes of the people they believe will live in affordable housing or are based on resident fears of the impacts of affordable housing projects on the community. Titusville plans to publish factual information on what affordable housing is, who it serves in the community, and examples of case studies from local communities to provide evidence of the likely impacts of projects on the surrounding area. The goal of these efforts is to address resident concerns while promoting facts over misinformation, so that the city can help support housing options for all of its residents.

In addition, Titusville plans to continue promoting the development of affordable housing options to meet the needs of the community. Specifically, the city aims to issue funding opportunities through RFPs as well as build new relationships and strengthen existing connections with affordable housing developers to advocate for projects that provide units for a variety of household sizes. Through the consultation process, the city indicated that some households in lower-income communities are living in overcrowded housing situations because they cannot afford a suitably sized unit. By working with the city's partners, Titusville aims to encourage projects that help address overcrowding.

Lastly, Titusville intends to continue reviewing its City Code, ordinances, and new tools provided by the Live Local Act for ways to promote affordable housing development while upholding the safety and wellbeing of residents. The city annually reviews its codes and ordinances for opportunities to encourage affordable housing development and has recently started researching ways to utilize incentives and strategies under the Live Local Act. Since the Live Local Act allows for the development of affordable housing in industrial, commercial, and mixed-use zones, Titusville wants to ensure that any potential housing developments in these zones is not located in areas with environmental and health-related hazards.

Table 31: Titusville's Fair Housing Goals and Action Steps

#	AFH Goal *The target/ objective for the next few years*	Action Steps *The next steps in making progress toward the goal*	Fair Housing Issue(s) the Action Aims to Address *The issue(s) the action will help address*	Anticipated Resources *The resources expected to support the identified action*	Expected Outcomes *The specific outcomes the action aims to accomplish*
1	**Fair Housing Outreach and Education**	• Continue the city's fair housing social media campaign, which includes developing and publishing fair housing information for the general public on the city's social media accounts each year during Fair Housing Month.	• There is not an active local fair housing organization in Brevard County. • Evidence indicates that fair housing discrimination takes place in Brevard County, including Titusville.	CDBG, SHIP, HOME	• Increase public education and awareness of fair housing issues. • Reduce the frequency of fair housing issues in Titusville.
		• Outline a strategy for the city to develop and publish information geared toward local opposition groups to explain the purpose and impacts of affordable housing projects in the community. • Address concerns voiced by local opposition groups, particularly related to special needs housing projects.	Local groups have organized in opposition against affordable housing projects.	CDBG, SHIP, HOME	• Educate residents about affordable housing and its impacts on the community using local case studies. • Address legitimate concerns from the community. • Promote special needs housing opportunities in Titusville to improve access to housing for residents.

#	AFH Goal *The target/ objective for the next few years*	Action Steps *The next steps in making progress toward the goal*	Fair Housing Issue(s) the Action Aims to Address *The issue(s) the action will help address*	Anticipated Resources *The resources expected to support the identified action*	Expected Outcomes *The specific outcomes the action aims to accomplish*
2	**Promote a Variety of Affordable Housing Options for Residents**	• Continue to issue RFPs to fund the development of a variety of affordable housing options for city residents. • Strengthen existing connections and develop new relationships with developers and nonprofits to advocate for projects that address specific housing concerns in the city such as overcrowding. • Encourage the development of affordable housing options for households of different sizes to meet the needs of the community.	• There is a need for affordable housing options. • Overcrowding is an issue in some lower income communities in Titusville.	CDBG, SHIP, HOME	• Encourage the development of affordable housing units. • Reduce the number of households that are living in overcrowding situations.
3	**Provide Incentives and Flexible Options in City Code and Ordinances to Encourage Affordable Housing Development**	• Continue studying the city's commercial, industrial, and mixed-use sites that could utilize new statutory tools under the Live Local Act. • Continue steps to implement incentive strategies in the City Code, review ordinances, and develop policy changes.	Deficits and loss of affordable housing units.	SHIP incentives and strategies, including those per FL SB 102, Live Local Act	• Identify methods for the city to facilitate development and infill projects in commercial, industrial, and mixed-use sites while ensuring the health, safety, and wellbeing of prospective affordable housing residents.

Appendix

Community Engagement Tables

The following table includes the 57 organizations that provided input in the development of the AFH.

Table A-1: Consulted Organizations for the AFH

#	Organization Name	Organization Type	Consultation Method		Consultation Date(s)
			Session	Survey	
1	**2-1-1 Brevard**	Services, Referrals	X	X	4/7/2022, 10/4/2022, 10/26/2022, 12/7/2022
2	**Aging Matters**	Services, Serving Persons with Disabilities	X		4/7/2022, 9/1/2022, 10/26/2022
3	**Arise International Ministry**	Serving Persons Experiencing Homelessness	X		10/26/2022
4	**Brevard Alzheimer's Foundation**	Services, Serving Persons with Chronic Health Conditions/ Disabilities		X	11/29/2022
5	**Brevard County Housing and Human Services Department**	County Government	X	X	8/25/2022, 10/4/2022, 10/13/2022
6	**Brevard Affordable Housing Advisory Committee (AHAC)**	County Advisory Committee	X		8/18/2022
7	**Brevard County Public Schools**	Public School System		X	12/6/2022
8	**Brevard Family Partnership**	Services	X	X	4/7/2022, 10/26/2022, 11/29/2022
9	**Brevard Health Alliance**	Healthcare Center	X		10/4/2022

#	Organization Name	Organization Type	Consultation Method		Consultation Date(s)
			Session	Survey	
10	**Brevard Homeless Coalition (Palm Bay, Melbourne, Brevard County CoC (FL-513))**	Continuum of Care Lead, Services	X	X	8/25/2022, 9/1/2022, 10/13/2022, 10/26/2022, 12/1/2022, 12/6/2022
11	**CareerSource Brevard**	Services, Job Readiness	X		10/26/2022, 12/6/2022
12	**Carrfour Supportive Housing**	Community Housing Development Organization, Affordable Housing Developer		X	12/6/2022
13	**Catholic Charities of Central Florida**	Services, Serving Persons Experiencing Homelessness	X	X	4/7/2022, 10/26/2022, 12/7/2022
14	**Central Brevard Sharing Center**	Services	X		4/7/2022, 10/26/2022
15	**Central Florida Cares Health System (CFCHS)**	Mental Health Services, Substance Use Services	X		9/1/2022
16	**Christ Is the Answer (CITA) Rescue Mission**	Services, Serving Persons Experiencing Homelessness		X	12/1/2022
17	**Circles of Care**	Services, Youth Social Services		X	12/2/2022
18	**City of Cocoa**	Local Government	X		8/23/2022, 9/1/2022,
19	**City of Melbourne**	Local Government	X	X	8/23/2022, 9/1/2022, 11/28/2022, 12/6/2022
20	**City of Palm Bay**	Local Government	X		8/23/2022, 9/1/2022
21	**City of Titusville**	Local Government	X	X	8/23/2022, 12/1/2022
22	**Cocoa Housing Authority**	Public Housing Authority		X	4/7/2022, 4/14/2022, 11/28/2022

#	Organization Name	Organization Type	Consultation Method		Consultation Date(s)
			Session	Survey	
23	**Community of Hope**	Services, Serving Persons Experiencing Homelessness	X	X	4/13/2022, 9/1/2022, 10/26/2022, 11/28/2022, 12/2/2022
24	**Community Housing Initiatives (CHI)**	Community Housing Development Organization, Affordable Housing Developer	X		4/13/2022
25	**Community Legal Services of Mid-Florida**	Services, Legal Services	X		4/14/2022
26	**Crosswinds Youth Services, Inc.**	Service, Serving Youth Experiencing Homelessness	X		10/26/2022
27	**Daily Bread**	Service, Serving Persons Experiencing Homelessness	X	X	9/1/2022, 10/26/2022, 11/30/2022
28	**Eckerd Connects**	Service, Serving Persons Experiencing Homelessness	X		9/1/2022, 10/26/2022
29	**Elevate Brevard**	Service, Educational and Job Readiness	X		4/13/2022
30	**Family Promise of Brevard**	Service, Serving Persons Experiencing Homelessness	X	X	10/26/2022, 11/30/2022, 12/6/2022
31	**Florida Department of Children and Families**	State Government, Serving Families and Youth	X	X	9/1/2022, 10/26/2022, 12/6/2022
32	**Florida Department of Health**	State Government, Healthcare	X		10/4/2022

#	Organization Name	Organization Type	Consultation Method		Consultation Date(s)
			Session	Survey	
33	**Florida Department of Veteran Affairs**	State Government, Serving Veterans	X		10/26/2022
34	**Genesis House**	Service, Serving Persons Experiencing Homelessness	X	X	4/13/2022, 10/26/2022, 12/7/2022
35	**Habitat for Humanity of Brevard County**	Affordable Housing Developer	X		4/13/2022
36	**Health Council of East Central Florida**	Healthcare	X		10/4/2022
37	**Helps Community Initiatives, Inc.**	Service, Serving Persons Experiencing Homelessness		X	11/29/2022
38	**Housing Authority of Brevard County & Melbourne Housing Authority**	Public Housing Authority	X	X	9/1/2022, 12/15/2022
39	**Housing Authority of the City of Titusville**	Public Housing Authority	X	X	4/14/2022, 9/1/2022, 12/16/2022
40	**Housing for Homeless**	Service, Serving Persons Experiencing Homelessness	X	X	9/1/2022, 10/26/2022, 11/28/2022, 12/6/2022
41	**Life Recaptured, Inc.**	Service, Serving Persons Experiencing Homelessness, Domestic Violence		X	12/1/2022
42	**Mosaic Church Palm Bay**	Service, Serving Persons Experiencing Homelessness	X		10/26/2022

#	Organization Name	Organization Type	Consultation Method		Consultation Date(s)
			Session	Survey	
43	**North Brevard Charities**	Service, Serving Persons Experiencing Homelessness	X	X	10/26/2022, 11/29/2022, 12/12/2022
44	**North Brevard Sharing Center**	Service, Affordable Housing Developer	X		4/13/2022
45	**Open Door Concierge Services, Inc.**	Service, Serving Persons Experiencing Homelessness, Persons with Disabilities		X	11/28/2022
46	**Resource Center for Disability Solutions**	Service, Serving Persons with Disabilities	X		4/14/2022
47	**Salvation Army of Brevard County**	Service	X		4/13/2022
48	**Serene Harbor**	Service, Serving Persons Fleeing Domestic Violence	X	X	10/26/2022, 12/1/2022
49	**South Brevard Sharing Center**	Service		X	4/13/2022, 10/26/2022, 12/1/2022
50	**South Brevard Women's Center**	Service, Serving Persons Fleeing Domestic Violence	X		4/13/2022
51	**Space Coast Health Centers**	Service, Healthcare		X	10/26/2022, 12/6/2022
52	**Space Coast Health Foundation**	Service, Healthcare	X		10/4/2022
53	**Space Coast Transportation Planning Organization**	Public Agency, Transportation	X		6/16/2023

#	Organization Name	Organization Type	Consultation Method		Consultation Date(s)
			Session	Survey	
54	**United Way of Brevard**	Service	X		4/7/2022, 10/4/2022
55	**Volunteers of America Florida**	Service	X		4/7/2022, 10/26/2022
56	**Ways for Life (formerly "Ready for Life Brevard")**	Service, Serving Persons Experiencing Homelessness	X		4/7/2022, 10/26/2022
57	**Women's Center of Brevard**	Service, Serving Persons Fleeing Domestic Violence		X	12/9/2022

Table A-2: Community Engagement Activities

#	Activity	Time Period	Stakeholder Participation	Summary
1	**Housing Session**	4/13/2022	4 organizations	Organizations discussed the need for a variety of affordable housing options such as ADUs and challenges with increasing housing costs, the lack of accessible housing for seniors and persons with disabilities, and limited housing stock for households earning less than 80 percent AMI.
2	**Social Services Session**	4/13/2022	5 organizations	Organizations discussed the various supportive service needs they are seeing across the county, including services for transportation, education/job readiness, and legal assistance, as well as the need for greater coordination among service providers to better meet the needs of the communities served.
3	**Fair Housing Session**	4/14/2022	4 organizations	Organizations discussed the impact of the lack of a local fair housing organization on the county and the

#	Activity	Time Period	Stakeholder Participation	Summary
				challenges faced by subpopulations in accessing housing.
4	**Infrastructure Session**	4/14/2022	3 organizations	Organizations discussed how infrastructure limitations in certain areas across the county can have negative impacts on affordable housing development and residents' access to amenities and services.
5	**CoC Quarterly Meeting**	4/7/2022	CoC member organizations	Brevard County staff presented on the Consolidated Plan and AFH and then heard from CoC members on community needs.
6	**Brevard County CDBG Advisory Board Meeting**	4/19/2022	Brevard County CDBG Advisory Board members	Brevard County presented on the Consolidated Plan and AFH. No members of the general public attended to ask questions or make comments.
7	**CoC Advisory Council Meeting**	5/5/2022	CoC member organizations	Brevard County presented on the Consolidated Plan and AFH and then facilitated a discussion on the housing and community development needs facing the county.
8	**Brevard AHAC**	5/19/2022	Brevard County AHAC membership	Brevard County presented on the Consolidated Plan and AFH and then heard comments from the general public and AHAC members.
9	**Brevard AHAC**	8/18/2022	Brevard County AHAC membership	Brevard County presented on the HOME-ARP qualifying populations and eligible activities and then discussed the system needs and gaps from committee members' perspectives.
10	**HOME Consortium Meeting**	8/23/2022	Brevard County HOME Consortium	Brevard County presented on the HOME-ARP qualifying populations and eligible activities and discussed the system needs and gaps in their communities.

#	Activity	Time Period	Stakeholder Participation	Summary
11	**CoC Advisory Council Meeting**	9/1/2022	CoC member organizations	Brevard County presented on the HOME-ARP qualifying populations and eligible activities and then discussed the needs facing subpopulations across the county. Discussed possible alignment between CoC Strategic Plan and HOME-ARP Allocation Plan.
12	**Health Advisory Board**	10/4/2022	Health Advisory member organizations	Brevard County presented on the HOME-ARP qualifying populations and eligible activities and then discussed the health-related needs impacting the county.
13	**CoC Staff Meeting**	10/13/2022	Brevard Homeless Coalition and Brevard County	Facilitated discussion on the needs and gaps of each qualifying population. Discussed HMIS data and supplemental data to understand the demographic characteristics of qualifying populations.
14	**Quarterly CoC Membership Meeting**	10/26/2022	CoC member organizations	Brevard County facilitated a round-robin discussion on the needs and housing, shelter, and service gaps according to each organization.
15	**Stakeholder Survey**	11/28/2022–12/14/2022	39 responses	Stakeholder survey asking for input on the unmet housing, shelter, and service needs facing the HOME-ARP qualifying populations.

Supplementary Data Tables

PHA Data Tables

The following table include demographic information for households residing in public housing units in Brevard County.

Table A-3: Demographic Information of Assisted Households by PHA in Brevard County

Age Group of Head of Household	Housing Authority of Brevard County Total Households=2,257		Melbourne Housing Authority Total Households=143		Cocoa Housing Authority Total Households=132		Housing Authority of the City of Titusville Total Households=954	
	#	%	#	%	#	%	#	%
24 years or less	45	2%	3	2%	4	3%	29	3%
25 to 49 years	1,241	55%	93	65%	65	49%	420	44%
51 to 60 years	429	19%	23	16%	38	29%	172	18%
62 or more years	542	24%	24	17%	25	19%	334	35%

Race/Ethnicity of Head of Household	Housing Authority of Brevard County Total Households=2,257		Melbourne Housing Authority Total Households=143		Cocoa Housing Authority Total Households=132		Housing Authority of the City of Titusville Total Households=954	
	#	#	#	%	#	%	#	%
Asian or Pacific Islander	23	1%	1	1%	0	0%	0	0%
Black/African American	1,264	56%	70	49%	86	65%	525	55%
Multiracial	23	1%	1	1%	1	1%	10	1%
Native American	0	0%	0	0%	0	0%	10	1%
Hispanic	316	14%	30	21%	12	9%	57	6%
White	655	29%	41	29%	34	26%	363	38%
Household Income Category	**Housing Authority of Brevard County Total Households=2,257**		**Melbourne Housing Authority Total Households=143**		**Cocoa Housing Authority Total Households=132**		**Housing Authority of the City of Titusville Total Households=954**	
	#	#	#	%	#	%	#	%
30% AMI and below	1,512	67%	82	57%	94	71%	639	67%
50% AMI and below	2,076	92%	116	81%	124	94%	887	93%

Household Unit Size	Housing Authority of Brevard County Total Households=2,257		Melbourne Housing Authority Total Households=143		Cocoa Housing Authority Total Households=132		Housing Authority of the City of Titusville Total Households=954	
	#	#	#	%	#	%	#	%
0–1 bedroom	542	24%	33	23%	38	29%	382	40%
2 bedrooms	858	38%	53	37%	48	36%	324	34%
3+ bedrooms	858	38%	57	40%	48	36%	248	26%
Over-housed (more bedrooms than people)	429	19%	19	13%	22	17%	172	18%
Household Subpopulations	**Housing Authority of Brevard County Total Households=2,257**		**Melbourne Housing Authority Total Households=143**		**Cocoa Housing Authority Total Households=132**		**Housing Authority of the City of Titusville Total Households=954**	
	#	#	#	%	#	%	#	%
Households with two adults and one or more children under 18	45	2%	4	3%	3	2%	29	3%
Households with one adult and one or more children under 18	1,038	46%	83	58%	55	42%	334	35%
Female-headed households with one or more children under 18	1,038	46%	80	56%	53	40%	324	34%
Head of household or spouse is under age 62 and has a disability	635	28%	32	22%	64	49%	254	27%
Head of household or spouse is age 62 or over and has a disability	444	20%	21	15%	20	15%	124	13%

Data source: 2021 Picture of Subsidized Households.

HMDA Data Tables

Table A-4: Loan Purpose and Occupancy Type of Loan Applications in Brevard County

BREVARD COUNTY	Occupancy Type			
Loan Purpose	Investment Property	Primary Residence	Secondary Residence	Total
Home purchase	1,518	21,120	2,130	24,768
Home improvement	110	3,353	76	3,539
Other purpose	45	1,837	50	1,932
Not applicable	6	221	1	228
Refinancing	882	19,615	533	21,030
Cash-out refinancing	641	13,175	181	13,997
Total	3,202	59,321	2,971	65,494

COCOA	Occupancy Type			
Loan Purpose	Investment Property	Primary Residence	Secondary Residence	Total
Home purchase	50	528	40	618
Home improvement	1	63	2	66
Other purpose	2	27	0	29
Not applicable	0	10	0	10
Refinancing	27	321	7	355
Cash-out refinancing	26	266	2	294
Total	106	1,215	51	1,372

MELBOURNE	Occupancy Type			
Loan Purpose	Investment Property	Primary Residence	Secondary Residence	Total
Home purchase	290	3,341	314	3,945
Home improvement	32	704	9	745
Other purpose	9	354	8	371
Not applicable	0	28	1	29
Refinancing	155	3,611	82	3,848
Cash-out refinancing	134	2,365	26	2,525
Total	620	10,403	440	11,463

PALM BAY		Occupancy Type			
		Investment Property	Primary Residence	Secondary Residence	Total
Loan Purpose	Home purchase	115	1,581	142	1,838
	Home improvement	5	260	5	270
	Other purpose	2	154	1	157
	Not applicable	0	29	0	29
	Refinancing	49	1,446	20	1,515
	Cash-out refinancing	55	1,093	8	1,156
	Total	226	4,563	176	4,965

TITUSVILLE		Occupancy Type			
		Investment Property	Primary Residence	Secondary Residence	Total
Loan Purpose	Home purchase	104	1,694	83	1,881
	Home improvement	10	205	6	221
	Other purpose	7	133	3	143
	Not applicable	0	17	0	17
	Refinancing	65	1,316	13	1,394
	Cash-out refinancing	42	931	7	980
	Total	228	4,296	112	4,636

Data source: 2021 HMDA.

Table A-5: Demographic Characteristics of Loan Applicants in Brevard County

Sex	Brevard County Total=65,494		Cocoa Total=1,372		Melbourne Total=11,463		Palm Bay Total=4,965		Titusville Total=4,636	
	#	%	#	%	#	%	#	%	#	%
Male	36,158	55%	752	55%	6,279	55%	2,657	54%	2,523	54%
Female	18,482	28%	394	29%	3,305	29%	1,447	29%	1,327	29%
N/A	10,811	17%	226	16%	1,874	16%	857	17%	784	17%
Both*	43	0.1%	0	0%	5	0.04%	4	0.1%	2	0.04%
Race	**Brevard County Total=65,494**		**Cocoa Total=1,372**		**Melbourne Total=11,463**		**Palm Bay Total=4,965**		**Titusville Total=4,636**	
	#	%	#	%	#	#	%	#	%	#
American Indian/ Alaska Native	384	1%	7	1%	58	1%	31	1%	36	1%
Asian	1,577	2%	33	2%	287	3%	93	2%	88	2%
Black or African American	3,680	6%	112	8%	362	3%	410	8%	281	6%
Native Hawaiian/ Other Pacific Islander	130	0.2%	1	0.1%	23	0.2%	18	0.4%	5	0.1%
White	43,388	66%	868	63%	7,960	69%	3,084	62%	3,088	67%
N/A	16,335	25%	351	26%	2,773	24%	1,329	27%	1,138	25%

Ethnicity	Brevard County Total=65,494		Cocoa Total=1,372		Melbourne Total=11,463		Palm Bay Total=4,965		Titusville Total=4,636	
	#	%	#	%	#	#	%	#	%	#
Hispanic/Latino	5,408	8%	114	8%	759	7%	500	10%	380	8%
Not Hispanic/Latino	44,057	67%	904	66%	7,952	69%	3,199	64%	3,112	67%
N/A	16,029	24%	354	26%	2,752	24%	1,266	25%	1,144	25%
Age Bracket	**Brevard County Total=65,494**		**Cocoa Total=1,372**		**Melbourne Total=11,463**		**Palm Bay Total=4,965**		**Titusville Total=4,636**	
	#	%	#	%	#	%	#	%	#	%
Less than 25	915	1%	36	3%	119	1%	78	2%	98	2%
25 to 34	8,174	12%	152	11%	1,310	11%	638	13%	664	14%
35 to 44	11,482	18%	213	16%	2,021	18%	855	17%	724	16%
45 to 54	12,572	19%	232	17%	2,332	20%	931	19%	842	18%
55 to 64	13,926	21%	334	24%	2,523	22%	1,098	22%	901	19%
65 to 74	9,323	14%	194	14%	1,646	14%	701	14%	696	15%
Greater than 74	3,789	6%	76	6%	659	6%	238	5%	312	7%
N/A	5,313	8%	135	7%	853	7%	426	9%	399	9%

Income Category	Brevard County Total=65,494		Cocoa Total=1,372		Melbourne Total=11,463		Palm Bay Total=4,965		Titusville Total=4,636	
	#	%	#	%	#	%	#	%	#	%
Zero or Negative Income	1,118	2%	22	2%	187	2%	106	2%	88	2%
0–30% AMI	1,497	2%	38	3%	262	2%	136	3%	151	3%
30–50% AMI	4,639	7%	155	11%	762	7%	445	9%	451	10%
50–80% AMI	12,126	19%	265	19%	1,900	17%	1,067	21%	1,017	22%
80–100% AMI	6,942	11%	130	9%	1,070	9%	598	12%	609	13%
100% AMI+	29,085	44%	567	41%	5,569	49%	1,757	35%	1,544	33%
N/A	10,087	15%	195	14%	1,713	15%	856	17%	776	17%

Data source: 2021 HMDA. If there was more than one applicant for the same loan application, only data for the first applicant is included in the table. *Applicants are able to select both male and female

Acronyms

Acronym	Definition
ACS	American Community Survey
ADA	Americans with Disabilities Act
ADU	Accessory Dwelling Unit
AFFH	affirmatively furthering fair housing
AFH	Assessment of Fair Housing
AHAC	Affordable Housing Advisory Committee
AI	Analysis of Impediments
AMI	area median income
CDBG	Community Development Block Grant
CDC	Centers for Disease Control
CHA	Cocoa Housing Authority
CHAS	Comprehensive Housing Affordability Strategy
CoC	Continuum of Care
CRA	Community Redevelopment Area
DOJ	Department of Justice
ES	emergency shelter
FEMA	Federal Emergency Management Agency
FHAA	Fair Housing Amendments Act
FHEO	Fair Housing and Equal Opportunity
FHIP	Fair Housing Initiative Program
HABC	Housing Authority of Brevard County
HACTV	Housing Authority of the City of Titusville
HAMFI	HUD-Adjusted Median Family Income
HIC	Housing Inventory Count
HMDA	Home Mortgage Disclosure Act
HMIS	Homeless Management Information System
HOA	homeowner's associations

Acronym	Definition
HOME	HOME Investment Partnership
HOME-ARP	HOME Investment Partnership American Rescue Plan
HOPA	Housing for Older Persons Act
HUD	U.S. Department of Housing and Urban Development
ICE	Immigration and Customs Enforcement
LEP	Limited English Proficiency
LIHTC	Low-Income Housing Tax Credits
MHA	Melbourne Housing Authority
MSA	Metropolitan Statistical Area
NAR	National Association of Realtors
PHA	Public Housing Authority
PIT	Point-in-Time
PSA	Public Service Announcement
PSH	Permanent Supportive Housing
R/ECAP	Racially or Ethnically Concentrated Areas of Poverty
REO	Real Estate-Owned
RFP	Request for Proposal
RRH	Rapid Rehousing
SCTPO	Space Coast Transportation Planning Organization
SH	Safe Haven
SHIP	State Housing Initiatives Partnership
SVI	Social Vulnerability Index
TH	Transitional Housing

NOTICE TO CITIZENS: BREVARD COUNTY HOME CONSORTIUM 2023-2028 AFFIRMATIVELY FURTHERING FAIR HOUSING PLAN ~~The~~ Brevard County (County) and the Brevard County HOME Consortium are the recipients of federal grant funds through programs administered by the United States Department of Housing and Urban Development (HUD). These federal grants include the HOME Investments Partnership (HOME) Program and the Community Development Block Program (CDBG). These programs are designed primarily to assist the County's low-and moderate-income residents. The Consortium is comprised of the County, as lead agency, and the cities of Titusville, Cocoa, Melbourne, and Palm Bay.

PLAN PURPOSE: The 2023-2028 Affirmatively Furthering Fair Housing Plan is being developed through the collaborative efforts and input from County and City staff, local and community-based non-profits, and for-profits; as well as residents. These efforts include a needs assessment survey, community and neighborhood meetings, and stake holder meetings that were conducted throughout the County to identify goals, priorities, and activities to be included in the Plan. The County follows an adopted Citizen Participation Plan, which provides for scheduled public hearings and encourages citizens, service providers, and interested individuals to provide input and during the development of the Affirmatively Furthering Fair Housing Plan meetings were held at different stages of the process to provide the greatest possible citizen participation, consultation, and partnership-building benefits.

THIRTY-DAY PUBLIC COMMENT PERIOD: There will be a 30-day public comment period from August 25, 2023 to September 24, 2023, until 5:00 PM for the 2023-2028 Affirmatively Furthering Fair Housing Plan. During this period, a draft of the Affirmatively Furthering Fair Housing Plan will be available for public review on the following Web sites: Housing Programs | City of Palm Bay, FL (palmbayflorida.org), www.melbourneflorida.org/departments/community-development/housing-urban-improvement, , www.cocoafl.gov, www.titusville.com/1417/PUBLIC-NOTICES, and https://www.brevardfl.gov/HousingAndHumanServices/PlansAndReports.

In addition, the plans will be available for review at the following locations:

Brevard County Housing & Human Services 2725 Judge Fran Jamieson Way; B-106 Viera, FL 32940 (321) 633-2076	City of Palm Bay Housing & Neighborhood Development Services 120 Malabar Rd, SE Palm Bay, FL 32907 (321) 952-3429	City of Cocoa Community Development 65 Stone Street Cocoa, FL 32922 (321) 433-8511	City of Titusville Neighborhood Services Department 725 Deleon Avenue Titusville, FL 32780 (321) 567-3783

Titusville Public Library
2121 S. Hopkins Avenue
Titusville, FL 32780
(321) 264-5026

City of Melbourne Housing and Neighborhood Improvement
695 East University Blvd.
Melbourne, FL 32901
(321) 674-5734

Franklin T. DeGroodt Public Library
6475 Minton Rd. S.W.
Palm Bay, FL 32908
(321) 952-6317

Catherine Schweinsberg Rood Central Brevard Public Library
308 Forest Ave.
Cocoa, FL 32922
(321) 633-1792

COMMENTS: Comments may be submitted electronically at the following link: https://www.brevardfl.gov/HousingAndHumanServices/PlansAndReports or by sending them to: Brevard County Housing & Human Services Department, Attention: Brian Breslin, Fair Housing Coordinator, 2725 Judge Fran Jamieson Way, Building B, Suite B-106, Viera, FL 32940 or via email at brian.breslin@brevardfl.gov. All comments must be received by 5 pm on September 24, 2023.

Consideration will be given to any comments or views of residents received in writing or orally at a public hearing/public meeting. A summary of these comments or views and a summary of any comments or views not accepted and the reasons why, will be attached to the applicable plan or report for submission to HUD.

PUBLIC HEARINGS: Each municipality will also hold a public hearing on the proposed Affirmatively Furthering Fair Housing Plan. The hearings are scheduled as follows:

TIME AND LOCATION OF THE PUBLIC HEARINGS:

Titusville City Hall
Council Chambers
555. Washington Avenue
Titusville, Florida 32496
September 26, 2023, at 6:30 P.M.

Melbourne City Hall
Council Chambers
900 E. Strawbridge Avenue
Melbourne, Florida 32901
October 02, 2023, at 6:30 P.M.

Palm Bay City Hall
Council Chambers
120 Malabar Road S.E
Palm Bay, Florida 32907
October 05, 2023, at 6:00 P.M.

Cocoa City Hall
Council Chambers
65 Stone Street
Cocoa, Florida
October 10, 2023, at 6:00 P.M.

Brevard County Government Center
Board Room
2725 Judge Fran Jamieson Way
Viera, Florida 32940
October 24, 2023, at 9:00 A.M

Comments will be accepted during the 30-day public comment period. Consideration will be given to any comments or views of residents received in writing or orally at a public hearing/public meeting. A summary of these comments or views and a summary of any comments or views not accepted and the reasons why, will be attached to the plan for submission to HUD.

ADDITIONAL INFORMATION: In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing special accommodations or an interpreter to participate in the proceedings, please notify Brian Breslin in the Housing and Human Services Department, no later than 48 hours prior to the meeting, at (321) 637-5347. If a person desires to appeal any decision made by this Board, agency or commission (as appropriate) with respect to any matter considered at this meeting or hearing, such a person will need a record of this proceeding and that, for such purposes, such person may need to ensure that a verbatim record of this proceeding is made, at his/her own expense, which record includes testimony and evidence upon which any such appeal is to based.

Legislation Details (With Text)

File #:	23-625	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/2/2023			**In control:**	City Council
On agenda:	10/10/2023			**Final action:**	

Title: Adopt on SECOND READING Ordinance 17-2023, an Expedited State Review Comprehensive Plan Text Amendment to expand the very limited geographic area by which vertical mixed-use projects may be built at 125-units per acre, to include a +/- 4.32 acre parcel of City-owned land located at 915 Florida Ave., Cocoa, Florida (Brevard County Tax Parcel ID 24-36-33-80-23). (RVI Planning Consultant)

Sponsors:

Indexes:

Code sections:

Attachments:
Ordinance No. 17-2023 _ Future Land Use Amendment _ 915 Florida Ave.pdf
CTY. COCOA 23-03ESR (P) (002).pdf
PZ PPT Presentation RVi 915 Florida Ave FLU Council - Adoption.pdf
Exhibit A - 915 Florida Avenue Location Map.pdf
Exhibit B - 915 Florida Avenue FLU Map.pdf
Exhibit C - Proposed 915 Florida Avenue FLU-2.pdf
Exhibit D - Regulating Plan Map Adopted 9/12/23.pdf
Exhibit E - Excerpts of 2022 CRA Plan 1.pdf
Exhibit F - School Board Letter.pdf
Legal Ad Oct 10 CC

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 2, 2023
Agenda Date: October 10, 2023
Prepared By: Stephen Noto, RVI Planning Consultant
Through: Stockton Whitten, City Manager
Requested Action:
Adopt on **SECOND READING** Ordinance 17-2023, an Expedited State Review Comprehensive Plan Text Amendment to expand the very limited geographic area by which vertical mixed-use projects may be built at 125-units per acre, to include a +/- 4.32 acre parcel of City-owned land located at 915 Florida Ave., Cocoa, Florida (Brevard County Tax Parcel ID 24-36-33-80-23).

BACKGROUND:

The applicant, City of Cocoa, requests to amend Future Land Element Figure FLU-1 Note 9, Figure FLU-2, and Policy 1.1.2.6, Mixed-Use (MU), to expand the very limited geographic area by which vertical mixed-use projects may be built at 125-units per acre, to include a +/- 4.32 acre parcel of City

-owned land located at 915 Florida Ave., Cocoa, Florida (Brevard County Parcel ID 24-36-33-80-23).

Future Land Use Designation: Current: MU, Mixed-Use

Zoning District: Current: C-C, Core Commercial District

Existing Land Use: Municipally Owned Land - Vacant

Council District: District 1 - Councilmember Goins

Legal Ad Date: October 1, 2023 (Second Reading)

Overview of Surrounding Area:

	Future Land Use Designations	**Zoning Districts**	**Land Uses**
North	LDR, Low Density Residential; MU, Mixed-Use	RU-2-10, Low Density Single-Family and Multiple-Family District; C-C, Core Commercial District	Vacant Residential/Single Family Residential/Utility
South	City of Rockledge Redevelopment Mixed Use	City of Rockledge RMU, Redevelopment Mixed Use	Multiple Tenant Retail Store
East	MU, Mixed-Use	C-C, Core Commercial District	Mixed Use Commercial Property/Retail Store
West	MU, Mixed-Use	C-C, Core Commercial District	Vacant Commercial Land

Background

The proposed comprehensive plan amendment has been administratively initiated by the City of Cocoa and is being presented pursuant to the requirements of Chapter 163, Florida Statutes, Community Planning Act, and Section 15-1 of the City Code. The Local Planning Agency is required to make recommendations to the City Council regarding the proposed comprehensive plan amendments based on the criteria set forth below.

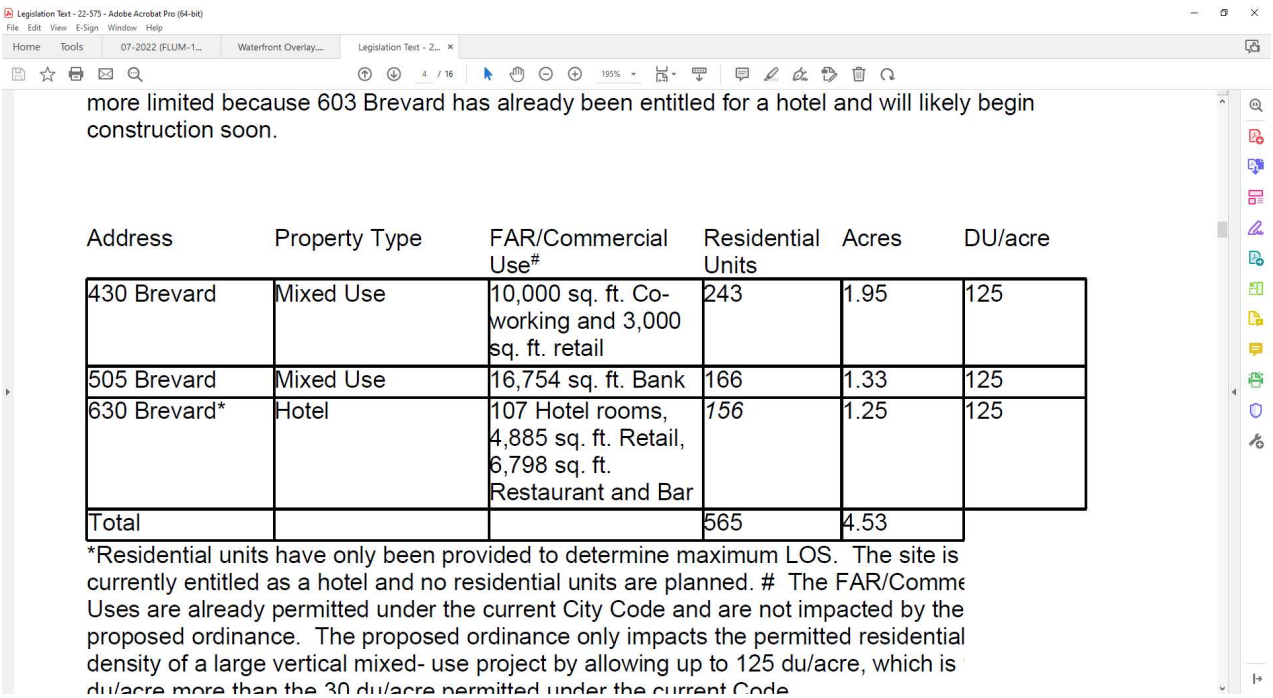
Over the last several years, the City of Cocoa has created multiple policies to ensure that redevelopment opportunities within the Community Redevelopment Agency (CRA) are available. The City created the MU, Mixed Use, Future Land Use (FLU) Designation in 2010. The FLU Element of the City's Comprehensive Plan states that the Mixed-Use land use category (MU FLU) is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors. The majority of parcels within the City that are designated as MU are generally located adjacent to certain portions of SR 520, US 1, Brunson Blvd., King St., and the Cocoa Village Area, as more accurately shown on the attached FLU Map.

The density that is allowed within the MU FLU category is typically 25 du/acre and includes a bonus of up to 5 du/acre if residential housing units are developed as part of a vertical mixed-use project, per FLU Element Policy 1.1.2.6, which brings the max du/acre total to 30 du/acre. To create additional opportunities, the City adopted policies that allow for vertically mixed-use projects to occur

on +/- 4.5 acres within the Cocoa Village Subdistrict to develop at densities of up to 125 du/acre, subject to and conditioned upon a development agreement approved in the discretion of the City Council after consideration of many factors outlined in Policy 1.1.2.6 via Ordinance 07-2022. In addition, four parcels totaling +/- 1.4 acres (the 603 Brevard site, formerly city hall) have been designated with a commercial/mixed use large (CL) building type on the Cocoa Waterfront Overlay District Regulating Plan, which allowed vertically mixed-use buildings constructed to a maximum of eight (8) stories in height, again subject to approval of a Development Agreement by the City Council, via Ordinance 06-2018.

The +/- 4.5 acres of property that may be permitted to develop at this density, are shown in the map below, which is the currently adopted Figure FLU-2 in the City's Comprehensive Plan, and contemplated the below development programming:





more limited because 603 Brevard has already been entitled for a hotel and will likely begin construction soon.

Address	Property Type	FAR/Commercial Use#	Residential Units	Acres	DU/acre
430 Brevard	Mixed Use	10,000 sq. ft. Co-working and 3,000 sq. ft. retail	243	1.95	125
505 Brevard	Mixed Use	16,754 sq. ft. Bank	166	1.33	125
630 Brevard*	Hotel	107 Hotel rooms, 4,885 sq. ft. Retail, 6,798 sq. ft. Restaurant and Bar	*156*	1.25	125
Total			565	4.53	

*Residential units have only been provided to determine maximum LOS. The site is currently entitled as a hotel and no residential units are planned. # The FAR/Comme Uses are already permitted under the current City Code and are not impacted by the proposed ordinance. The proposed ordinance only impacts the permitted residential density of a large vertical mixed- use project by allowing up to 125 du/acre, which is du/acre more than the 30 du/acre permitted under the current Code

The current request looks to build upon those adopted policies. The City of Cocoa owns +/- 4.32 acres of property at 915 Florida Avenue (subject property) at the southwest corner of Rosa Jones Dr., and Florida Ave. The subject property is currently noted within the Regulating Plan of the City of Cocoa Waterfront Overlay District as part of the South End (SE) Sub-District. The subject property also has the MU, Mixed Use, FLU designation, and the C-C, Core Commercial, zoning district.

The City wishes to maximize the redevelopment potential of the subject property by expanding the very limited geographical area where residential densities of up to 125 du/acre may be developed as vertical mixed-use projects, via a developer's agreement, to include the subject property.

For the reasons expressed further below, staff believes that the proposed expansion of the limited geographical area eligible for the 125 du/acre density is compatible with the City's Comprehensive Plan and the Cocoa Redevelopment Agency Redevelopment Plan. Importantly, the 915 Florida Avenue subject property was the former Oaks Mobile Home site, which the City acquired for purposes of redevelopment in 2016. The Cocoa Redevelopment Agency (Cocoa CRA) continues to seek major redevelopment opportunities to revitalize the Cocoa Community Redevelopment Area. The proposed amendment will continue to promote a more intense redevelopment consistent with the Redevelopment Plan. Specifically, the Redevelopment Plan identifies 915 Florida Avenue as one of

two “High Priority” “Catalyst Mixed Use Development Sites” in the Cocoa Community Redevelopment Area.

The Redevelopment Plan further provides: “In the South of the Village Sub-District the City acquired the former Oaks Mobile Home Park, a primarily vacant mobile home park with dilapidated and uninhabitable units, at the corner of Florida Avenue and Rosa L. Jones Blvd. The site is comprised of one main parcel and a smaller companion parcel, totaling just under 5 acres of vacant land *immediately suitable for development*. *This residential project is expected to serve as a catalyst for additional residential development in and around the Heart of Cocoa, although the site lies just outside the boundaries of the Heart of Cocoa, on the south side of Rosa L. Jones Boulevard*.” The Redevelopment Plan also suggests that the Cocoa CRA consider a residential redevelopment opportunity on the vacant/underutilized land south of Rosa L. Jones Blvd. between Florida Avenue and US-1 (mobile home site); acquire property or partner with private developer to purchase or develop the land; and budget appropriately for this action.

While the City has attempted to facilitate redevelopment of the 915 Florida Avenue property through prior requests for proposal, such efforts ultimately were not successful. Given the clear identification of the 915 Florida Avenue site as one of two sites in the Cocoa CRA that constitute high priority, catalytic redevelopment sites, the extension of the additional density of up to 125 du/acre, subject to and conditioned upon a future development agreement approved by the City Council, will facilitate the goals and priorities of the Cocoa CRA.

It should also be noted that the 603 Brevard (former City Hall), Chase Bank, and Bank of America sites were selected, in part, as eligible for the 125 du/acre program because these sites balanced the need to preserve the historic character of the Cocoa Village and waterfront while incentivizing redevelopment of old, non-historic buildings/sites that have outlived their relative usefulness. Historical properties such as the Porcher House, Cocoa Village Playhouse, Myrt Tharpe Square, Riverfront Park, Derby Street Chapel, and St. Mark’s were buffered by existing right-of-way or located a significant distance away from the area affected by the prior Comprehensive Plan Amendment.
These principles continue to apply to the proposed expansion of the 125 du/acre program to 915 Florida Avenue. As stated above, the site is vacant and was formerly a mobile home park. The subject property is located a distance away from all of these identified historical buildings. Although the site is located south of Rosa L. Jones Drive and across from the historical low residential density African American Neighborhood, commonly referred to as the Consent Decree Area (aka “Heart of Cocoa”), the subject property is also located on Florida Avenue, which borders the Consent Decree Area on the east and has undergone commercial revitalization in recent years and enjoys the benefits of the enhanced pedestrian streetscape installed on Florida Avenue. The site is also uniquely positioned near U.S. 1 and is bordered on the south by the City of Rockledge’s Redevelopment Mixed Use Area, which will likely be redeveloped to include up to 284 apartment units. The low-density residential character of the Consent Decree Area will be maintained and, as identified in the Redevelopment Plan, it is anticipated that a high-quality, mixed-use redevelopment project will encourage additional, low density development in the Heart of Cocoa.

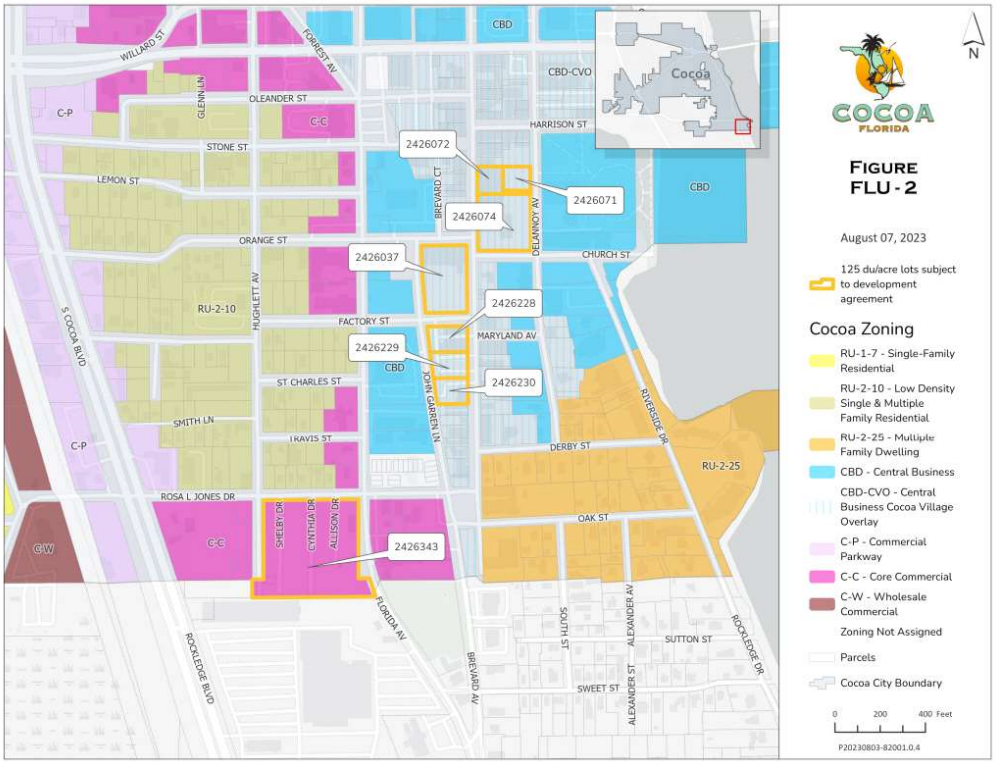
This request requires updating Future Land Element Figure FLU-1 Note 9 as follows (<u>underline</u> print notes the included text):

> “9. Notwithstanding the base level maximum density stated in the above chart and Notes 2 & 3, the maximum density may be increased by the City Council for

certain approved redevelopment projects on properties designated Cocoa Village and South End Subdistrict with a Commercial/Mixed Use Large (CL) building type on the Cocoa Waterfront Overlay District Regulating Plan pursuant to Policy 1.1.2.6."

and Policy 1.1.2.6, Mixed-Use (MU) as follows:

"A. The vertical mixed-use project is located in the downtown community redevelopment area and on property designated Cocoa Village Subdistrict or South End Subdistrict on the Cocoa Waterfront Overlay District Regulating Plan and located on real property designated (shaded) on the following map:"



"(iv). Compatibility and harmony with the special and distinctive character of the Cocoa Village, including the South End Subdistrict, if applicable, and waterfront district;"

The following analysis provides for technical detail related to the request and the potential impact to City services.

Consistency with Comprehensive Plan Policies and Objectives
Pursuant to the City's Land Development Regulations Chapter 15, Article II, Sec. 15-11(c) - Comprehensive Plan Amendment Standards, the following shall be considered by Land Planning Agency and City Council:

a. Whether the proposal favorably or unfavorably impacts the city's budget, or the economy of the region.

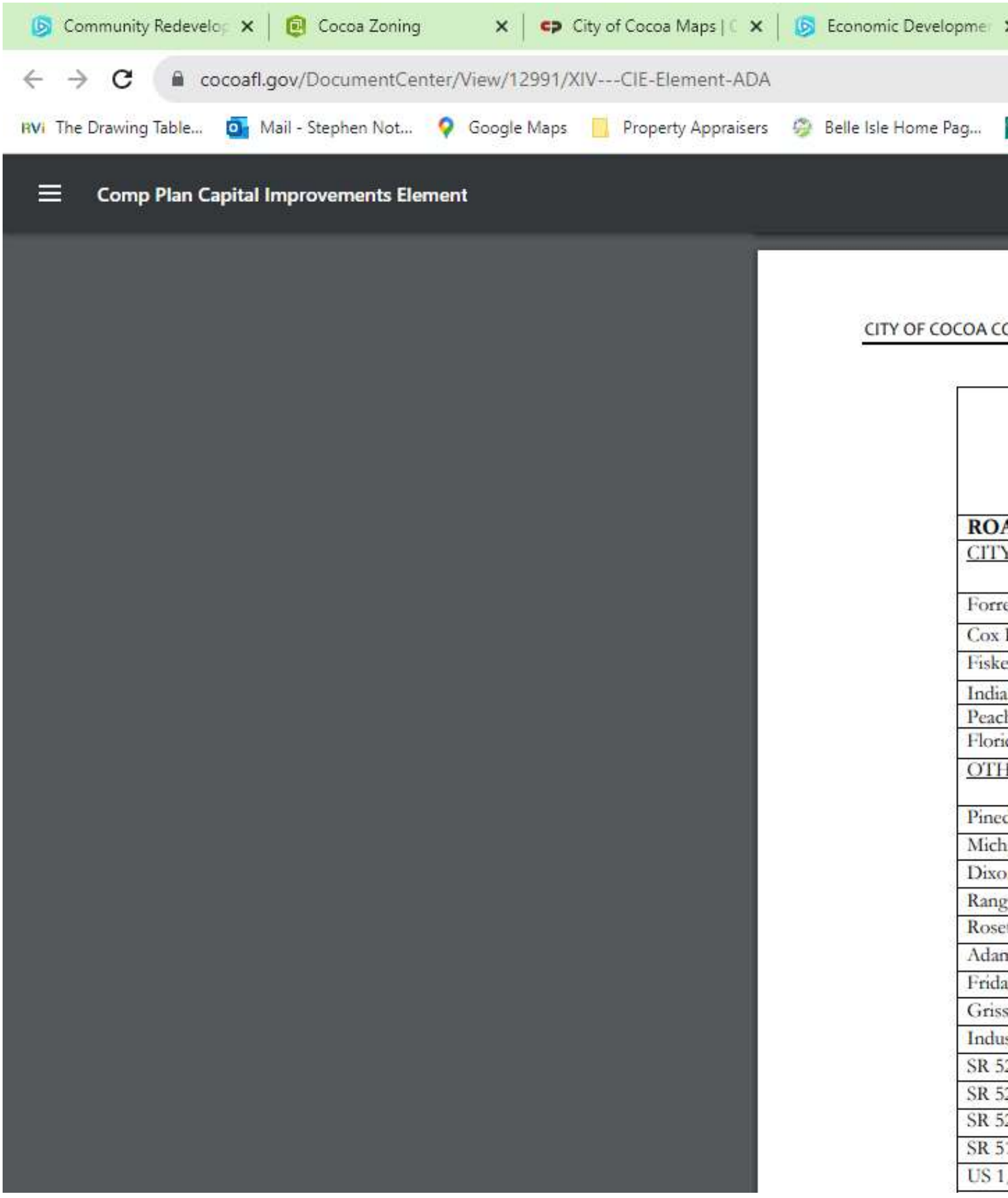
Staff Finding: The request to include the +/- 4.32 acres (915 Florida Avenue) to the existing policies will have a positive economic impact to the City and the economy of the region. As was noted in the 2022 staff report related to the creation of the 125 du/acre density program, the addition of the subject property would allow for greater development opportunities of property within the City, thus increasing land value, generating Cocoa CRA taxes and benefiting the local economy through the spending power of new residents.

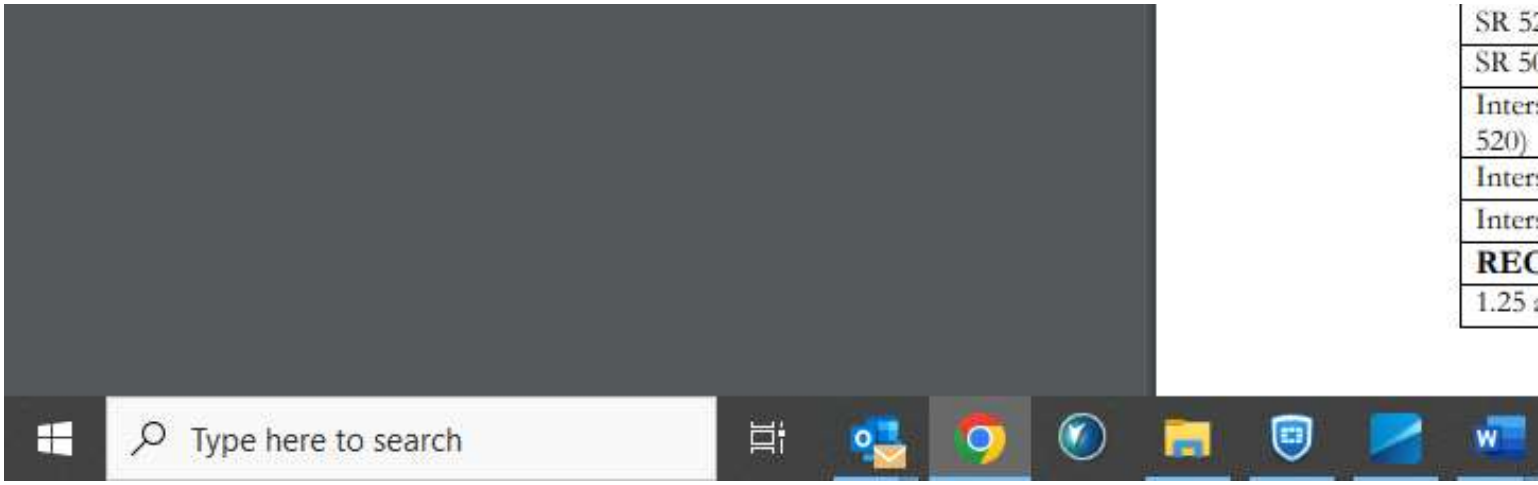
The original +/- 4.5 acres that were included in the program had an estimated assessment value of $90 million. Of note is that the subject property is currently City owned and currently not on the tax rolls. Through private development, the City, its residents, and business owners, will greatly benefit from the private investment that would occur on the property and the increased assessed values impact on the tax rolls.

The property is also uniquely situated to the south adjacent to the City of Rockledge city limits. The parcel(s) to the south have a zoning and future land use designation of Redevelopment Mixed Use (RMU). While the City of Rockledge doesn't have a density program as unique as the 125 du/acre program, the RMU does allow for densities up to 25 du/acre and New Urbanism design standards, similar to the City of Cocoa's vision for the Central Business District-Cocoa Village Overlay (CBD-CVO), and Waterfront Overlay District Regulating Plan. This type of land use adjacency and compatibility allows for a unique form of cross-jurisdictional economic impact that would greatly benefit both the City of Cocoa and the City of Rockledge. It may also allow for maximization of development design by incorporating similar bulk design standards and connectivity, which could also significantly benefit both Cities goals and objectives.

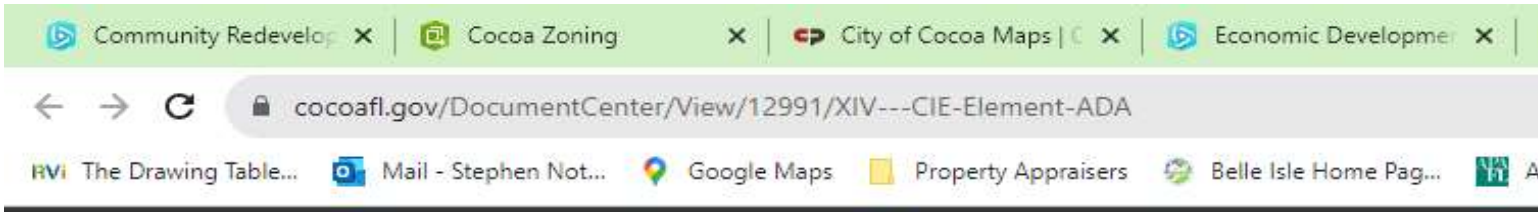
b. Whether the proposal will diminish the service level of public facilities.

Staff Finding: Objective 14.1.1 of the Comprehensive Plan, Capital Improvement Element establishes the adopted level of service (LOS) standards for public facilities within the City. The LOS standards are as follows:


Community Redevelo
Cocoa Zoning
City of Cocoa Maps |
Economic Developme
cocoafl.gov/DocumentCenter/View/12991/XIV---CIE-Element-ADA
The Drawing Table...
Mail - Stephen Not...
Google Maps
Property Appraisers
Belle Isle Home Pag...
Comp Plan Capital Improvements Element
CITY OF COCOA CO
ROA
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Comp Plan Capital Improvements Element

Objective 14.1.1:
(LOS) standards fo
jurisdictional respons

Policy 14.1.1.1:

PUBLIC
WASTEW Source: Cl 64E 6.008 Administr Standard f Treatment Systems, F July 16, 20
STORMW MANAGE
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The analysis done in October 2022 found that the amendment to create the policies for the +- 4.5 acres would not negatively affect or diminish the service levels of applicable public facilities. Construction of high-density mixed-use projects within the City's urban core provides for coherent and economical use of the City's resources and infrastructure. Allowing high density mixed-use in the City will increase the land area available in the City for residential housing and commercial uses. These potential developments will reduce automobile dependency and increase the ability of residents to live a more sustainable lifestyle due to residents' proximity to services, job opportunities, retail and entertainment. Such high-density residential and mixed-use projects will be located in the dense areas of the City where public facilities are available.

Potable Water: The City's utility infrastructure is capable of serving the proposed units with adequate water and pressure for its potable water system and its reclaim water system. The location of the site provides for efficient and effective provisions of service.

Reclaimed Water: Although the City does not have a specific LOS for reclaimed, the City has reclaimed services available. The developer will be required to hook-up to reclaimed services and such services will be provided in accordance with the City's terms and conditions of reclaimed service.

Wastewater: The Wastewater LOS may be impacted by the additional density conditionally authorized in the proposed amendments. If a project were developed at the very maximum density allowed at 915 Florida Avenue, the threshold capacity allowed by the Sewer Master Plan and Capital Facility Plan likely will be exceeded for gravity sewer lines in the Cocoa Village should other sites eligible for the 125 du/acre program also be constructed at maximum density. The additional flows would likely also impact existing Lift Station #2, requiring modifications to the Station to meet LOS. As a result, upgrades to the sewer system would likely be necessary to achieve maximum density allowed by this amendment. It should be noted that impact on public facilities is a factor for the City Council to consider when entering into a development agreement that would authorize density for a particular project. Further, concurrency analysis and required studies will be conducted and reviewed as part of any site plan approval process for a particular proposed project.

Electrical Service: The proposed sites are currently served by Florida Power and Light and would continue to be serviced with any redevelopment.

Solid Waste: The City of Cocoa has a contract with Waste Management for all solid waste disposal. The current sites are currently served by Waste Management and will continue to be served through the City contract. Solid Waste service shall be provided to the sites in accordance with the applicable LOS standards and pursuant to the applicable requirements of the Waste Management Agreement and City Code.

Stormwater: The City requires site development techniques that encourage more efficient and climate resilient development practices that include, low impact development techniques that provide for site design, engineering and stormwater management to reduce stormwater runoff, encourage greater onsite storage and mitigate flood impacts such as pervious pavement and native vegetation. Any future development of the subject property will need to meet the climate resilient development practices for stormwater and will greatly improve the existing conditions of today. A full engineering and stormwater study will be required at time of site plan and will be reviewed by the City and St. John's River Water Management District to ensure compliance with all applicable codes.

Transportation: The proposal may minimally reduce the current level of service (LOS) of roadways within the impact area. The adopted minimum LOS for Florida Ave is "E", and U.S. 1 is adopted at LOS "D". Per the Space Coast Transportation Planning Organization (TPO) Transportation data Management System, 2-way data collected on Florida Ave. adjacent to Orange St., showed 4,080 average annual daily trips (AADT) in 2022. Similarly, US 1 adjacent to Orange St., showed 32,790 AADT in 2022.

Based on a preliminary analysis, if the subject property were developed with 375 dwelling units, and 35,000 sq. ft. of commercial space, approximately 3,805 daily trips would be generated. Based on that information, and as of the most recent AADT counts, there are over 11,000 AADT's available on

Florida Ave. and over 30,000 AADT available on US1 for both roadways to continue to operate within their adopted LOS (Space Coast TRP 'Segments Functional Classification, Maximum Acceptable Volume - MAV - and Levels of Service - LOS, 2020).

A full traffic study will be required when a full development proposal is provided to the City.

Police: The City is committed to provide adequate police protection to all citizens. The department is continually evaluating the effectiveness of police services to provide a professional service at the highest level possible.

Fire: Due to the area of the amendment being in the core of the City, the amendment will not affect the Fire level of service in a noticeable way. The area is in the primary response zone of Cocoa Fire Rescue Station #2, on Brunson Blvd, which houses a 100' Tower (ladder) truck w/ firefighting capabilities and a quick response medical squad. Backup to the area would be provided by Cocoa Fire Department Station 1 & 3 which each house 1 Engine Company & Station 1 is led by a District Chief. Mutual aid in the event of a fire would be provided by Brevard County Fire Rescue & Rockledge Fire Departments.

Schools: The subject property is located in the following Concurrency Areas: Tropical Elementary, McNair Middle, and Rockledge High School. A Concurrency Determination must be performed by the School District prior to a Final Development Order and the issuance of a Concurrency Evaluation Finding of Nondeficiency by the Local Government.

Parks: Residents will have access to three City of Cocoa parks in the area, including the Cocoa Riverfront Park, which has a playground, splash park, amphitheater, and recreational areas. The adopted LOS level is 1.25 acres of developed recreational area per 1000 population. Per the Parks and Recreation Master Plan, the City of Cocoa currently provides slightly over 17 Acres of parks per 1,000 residents. The number of park acreage within the City already exceeds the minimum requirement of the comprehensive plan and the proposed amendment will not negatively impact this LOS standard. Further, it is anticipated that each large vertical mixed use residential projects will provide some onsite recreational amenities for future residents.

c. Whether the proposal favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region.

Staff Finding: The amendment is not anticipated to affect any natural or historical resources. The site is currently not developed with any level of impervious area. When the site is developed, the developer will be required to provide all environmental and historical studies as required by the Land Development Code.

d. Whether the proposal is consistent with goals, policies, and objectives of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, Florida Administrative Code.

State Comprehensive Plan, Chapter 187.201(15) LAND USE

Policy 15(b)3: "Enhance the livability and character of urban areas through the encouragement of an attractive and functional mix of living, working, shopping, and recreational activities."
Staff Finding: The proposed amendment will provide additional opportunity for developments with a

mix of uses combining living, working, shopping and recreational activities.

East Central Florida Comprehensive Regional Policy Plan

Policy 10.7.2 Transit corridors should provide for a mixture of commercial, office, institutional, and residential uses in multi-story buildings to create a walkable pedestrian friendly environment

Policy 10.14 Vacant or underutilized retail sites should be seen as opportunity sites for assembly and redevelopment as mixed use (retail, office, and residential) centers, especially along corridors currently served by transit or planned to be served by transit.

Staff Finding: The proposed text amendment will provide additional opportunities for mixed-use development along transit corridors as well as redevelopment of existing sites. The subject property is directly adjacent to Space Coast Area Transit (SCAT) Route 6, with access to Routes 1 and 4 (via Route 6).

e. Whether the proposal will favorably or unfavorably affect the city's ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan.

Staff Finding: The proposed amendment would not alter the City's ability to provide service capacities set by the comprehensive plan to lands under the Mixed-Use FLU designation based on the information provided in item b above.

f. Whether the proposal is incompatible with surrounding neighborhoods and land uses.

Staff Finding: As explained above, the proposed amendment is not incompatible with surrounding neighborhoods based on the goals of the Waterfront Master Plan, Cocoa CRA Redevelopment Plan, and existing MU FLU policies which encourage vertical mixed-use buildings. It is also directly adjacent to mixed-use planning occurring in the City of Rockledge, as noted earlier. Proper bulk requirements will be included in a future Developer's Agreement, as required if developed utilizing the 125 du/acre program.

Objective 13.1.2: Impacts of Development: The City of Cocoa shall ensure that the impacts resulting from the implementation of the comprehensive plan upon development in adjacent municipalities, unincorporated areas, regions and the State are evaluated and addressed with such jurisdictions.

Staff Finding: City of Cocoa staff has coordinated with the City of Rockledge staff about the proposed Amendment. The properties to the south within the City of Rockledge have a zoning and future land use designation of RMU, Redevelopment Mixed Use. As mentioned earlier in the report, the RMU designation is similar to the City of Cocoa's MU as it allows for a maximum density of 25 du/acre.
There are also building design standards, complete street type requirements, and a small density bonus program. A project is currently being proposed on those parcels which would allow for up to 284 apartment units.

Policy 13.1.2.1: The City staff will evaluate development projects in Cocoa to include an assessment of impacts on the comprehensive plans of adjacent jurisdictions.

Policy 13.1.2.2: The City staff will assess future amendments to its comprehensive plan, including the Future Land Use and Capital Improvements elements, for impact on the comprehensive plans of adjacent jurisdictions.

Policy 13.1.2.3: The City shall coordinate with the City of Rockledge to institute joint planning activities in areas of joint concern and influence. The activities shall include land use, landscaping, urban design and urban form of new development in the area.

Staff Finding: The land use programming occurring in the City of Rockledge adjacent to the subject property is one that is similar to what is being proposed. While the City of Rockledge does not have it's own density bonus program that is similar to City of Cocoa, the nature of it's proposed redevelopment, higher density multi-family, is one that is compatible to a multi-story mixed use building, and is complimentary to the South End subdistrict of the Cocoa Waterfront Overlay District Regulating Plan

As mentioned earlier in the report, the adjacent roadways Florida Ave. and US-1 both have the available capacity to support a conceptual buildout scenario on the subject property. The City would continue to coordinate with the City of Rockledge during the plan review stage to ensure all future public infrastructure needs are met and that any shortfalls are addressed with the respective Capital Improvement Elements.

g. Whether the proposal will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment.

Staff Finding: The proposed FLU amendment will provide opportunity for additional forms of housing closer to commercial uses, places of employment, and multimodal transportation options.

h. If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The proposed FLUM amendment is consistent with the following Comprehensive Plan policies:

Future Land Use Element, Policy 1.1.2.6 Mixed-Use (MU). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development.

Future Land Use Element, Objective 1.2.1: Smart Growth Principles. New development in the City shall incorporate "Smart Growth" principles that will lead to compact development standards as opposed to conventional development standards that encourage urban sprawl.

Future Land Use Element, Policy 1.2.1.6: New development, as well as infill development shall provide interconnected street grid networks, where feasible, to disperse traffic and encourage walkability. Developments may include a hierarchy of narrow streets, boulevards, and alleys; high quality pedestrian networks; designs that encourage a greater use of bicycles, rollerblades, scooters and walking as daily transportation; connectivity to public transit; and a land use mix that demonstrates reduced external trips by encouraging internal trips.

Housing Element, GOAL 3.1: The City shall encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the City.

Objective 3.1.1, Housing Supply: Assist the private sector to create additional units and preserve existing units to satisfy the projected demand of dwelling units of various types, sizes, and costs which will be needed to house the City's anticipated population through the planning horizon.

Policy 3.1.1.1: The City's Future Land Use Map shall provide adequate lands to accommodate the projected housing growth.

Policy 3.1.1.2: The City shall continue to provide land use designations and zoning districts on the Future Land Use and the Official Zoning Maps to ensure a variety of housing types including single family, duplex, and multifamily are allowed within the City.

Policy 3.1.1.6: The City shall promote mixed-use developments that include provisions for a wide variety of housing types and prices.

GOAL 3.7: The City shall promote opportunities for the creation of housing and infill development within the City.

Objective 3.7.1, Infill Development: The City shall continue to promote infill housing development by supporting alternative development standards where appropriate and feasible.

STRATEGIC PLAN CONNECTION:

Enable growth through enhanced and modernized infrastructure. Maintain and attract new industry, jobs and investment through targeted marketing efforts, data collection and maintenance. Improve residential development and rehabilitation programs to ensure a diversity of housing options.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

Recommended approval at August 16, 2023 Planning and Zoning meeting.

Approval by the City Council at the August 22, 2023 meeting.

Submittal to Florida Commerce, Division of Community Development

In accordance with Florida Statute 163.3184 (3)(b)(1), the proposed Expedited State Review Comprehensive Plan Text Amendment was submitted to Florida Commerce, Division of Community Development, and the relevant Review Agencies. Those Review Agencies, in this case, were:

- City of Rockledge

- Brevard County Planning and Development Department
- Brevard County School Board
- East Central Florida Regional Planning Council
- St. John's Water Management District
- Florida Department of Transportation, District 5
- Florida Department of Environmental Protection
- Florida Department of Education
- Florida Department of State

Florida Commerce and the Review Agencies had 30 days to provide written comments related to the Comprehensive Plan Text Amendment. Review Agencies St. John's River Water Management District, Florida Department of Transportation District 5, and Department of Environmental Protection all provided written response. However, none of the stated agencies raised concerns or objections to the proposal. On September 23, 2023, Florida Commerce provided its comment latter and stated that they had "no comment" on the proposed amendment.

As a result of the above, pursuant to Florida Statutes, the City must hold an adoption hearing within 180 days of receipt of receiving the letter from Florida Commerce. The Florida Commerce letter is attached to this staff report for reference.

If approved by the City Council, staff will provide the adoption package to Florida Commerce within ten working days, pursuant to Florida Statutes.

RECOMMENDED MOTION:
Adopt on **SECOND READING** Ordinance 17-2023, an Expedited State Review Comprehensive Plan Text Amendment to expand the very limited geographic area by which vertical mixed-use projects may be built at 125-units per acre, to include a +/- 4.32 acre parcel of City-owned land located at 915 Florida Ave., Cocoa, Florida (Brevard County Parcel ID 24-36-33-80-23).

ORDINANCE NO. 17-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING A POLICY IN THE FUTURE LAND USE ELEMENT AUTHORIZING THE CITY COUNCIL TO APPROVE BY DEVELOPMENT AGREEMENT RESIDENTIAL DENSITIES OF UP TO 125 DWELLING UNITS PER ACRE RELATED TO VERTICAL MIXED-USE PROJECTS; EXPANDING THE VERY LIMITED GEOGRAPHICAL AREA TO WHICH THE POLICY APPLIES TO INCLUDE A PARCEL OF CITY-OWNED LAND GENERALLY LOCATED SOUTHWEST OF THE INTERSECTION OF ROSA L. JONES DRIVE AND FLORIDA AVENUE AND WHICH IS MORE PARTICULARLY DESCRIBED HEREIN BY PARCEL INFORMATION AND MAP THAT CONSISTS OF APPROXIMATELY 4.32 ACRES, MORE OR LESS, AND IS DESIGNATED MIXED-USE FUTURE LAND USE ON THE FUTURE LAND USE MAP AND WHICH IS DESIGNATED SOUTH END (SE) SUBDISTRICT WITH A COMMERCIAL/MIXED-USE LARGE (CL) BUILDING TYPE ON THE COCOA WATERFRONT OVERLAY DISTRICT REGULATING PLAN; REQUIRING A DEVELOPMENT AGREEMENT BY THE CITY COUNCIL TO APPROVE SUCH PROJECTS ON SUCH REAL PROPERTY UNDER CERTAIN TERMS AND CONDITIONS DEEMED NECESSARY AND ACCEPTABLE TO THE CITY COUNCIL; FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE, AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, Section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, in accordance with the provisions of the Community Planning Act, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

WHEREAS, the City of Cocoa Community Redevelopment Agency ("Agency") was created in the 1980s to assist the City with redeveloping a legally described redevelopment area of the City including the downtown Cocoa Village, and the Agency continues to seek major redevelopment opportunities to revitalize the community redevelopment area, which would include the area known as the South End subdistrict of the Cocoa Waterfront Overlay District; and

WHEREAS, the Cocoa Village is an area of vital economic and social importance to the City of Cocoa and is a local and regional focal point for community activities and future redevelopment; and

WHEREAS, attracting a limited number of new large, vertical mixed-use projects to certain limited areas within the Cocoa Village is consistent with the City's and Agency's redevelopment plans and will help ensure the long-term viability and vibrancy of the Cocoa Village as a distinct, attractive, and safe place to live, work, and visit; and

WHEREAS, the City Council established the Cocoa Waterfront Overlay District ("CWOD") to implement the Cocoa Waterfront Mater Plan, dated November 2008, as updated in 2018 (the "Plan"), which requires the regulation of properties by sub-district that address design, scale, and appearance of developing property within the Cocoa Redevelopment Area; and

WHEREAS, the Plan recognizes, from a land use and redevelopment perspective, that the City needs to capture more local residential market revenue in the Cocoa Village, fill out and redevelop vacant land or old non-historical buildings around the Cocoa Village (including with large, vertical mixed-use buildings), reduce crime by getting more eyes on the street by increasing the number of full-time residents in the Cocoa Village, creating an 18-24 hour mixed-use place in the Cocoa Village, and consolidating parking to free-up land for infill development; and

WHEREAS, in furtherance of the Cocoa Waterfront Master Plan, the City Council continues to strive and make investments towards positioning and revitalizing the Cocoa Village as socially and economically supportive of the downtown waterfront area and community at large; and

WHEREAS, the City Council and Agency are prepared to continue to reinvest in its signature downtown waterfront to expand and revitalize the use of the waterfront for all residents and to increase the number of residential units within the Cocoa Village by affording enhanced redevelopment opportunities to construct large, vertical mixed-use projects with higher densities within certain limited areas of the Cocoa Village (expanding to the South End subdistrict) which are deemed suitable by the City Council for such redevelopment by Development Agreement setting forth terms and conditions deemed necessary and acceptable to the City Council in accordance with the long term vision of the downtown waterfront area and the community at large; and

WHEREAS, increasing the number of housing options and full-time residents in the Cocoa Village will promote a sense of livability and place, boost local businesses and community

engagement, and will enhance and revitalize the Cocoa Village's personality and ambiance consistent with the Plan and long-standing goals of the City of Cocoa and the Agency; and

WHEREAS, the Plan identifies the 915 Florida Avenue property as a high priority and catalytic redevelopment site within the redevelopment area, the redevelopment of which will stimulate economic growth in the South End of the Cocoa Village and provide a supportive residential population for the businesses within the Cocoa Village; and

WHEREAS, 915 Florida Avenue property is currently vacant and was acquired by the City for purposes of redevelopment of the former Oaks mobile home park that previously occupied the property; and

WHEREAS, the Cocoa Waterfront Overlay District is also intended to establish urban design standards to perpetuate the positive design elements and the residential and commercial development patterns found within the Cocoa Redevelopment Area and South End, and is defined by recognizable geographic boundaries that are suitable for establishing location criteria for new large, vertical mixed-use projects that will serve as a catalyst to enhance and compliment the City's downtown waterfront area and community at large; and

WHEREAS, the City Council desires to provide redevelopment opportunities for higher residential densities in high quality, large, vertical mixed-use buildings in the South End by proven and experienced developers that are capable of constructing such projects consistent and compatible with the City's vision, Plan, and Agency Plan; and

WHEREAS, the City Council finds that the comprehensive plan amendment set forth in this Ordinance is necessary to allow the City to maximize the potential mixed-use redevelopment opportunities and benefits contemplated by the Plan and the Agency's Plan;

WHEREAS, the City Council of the City of Cocoa previously adopted, in Ordinance No. 07-2022, amendments to the Comprehensive Plan Future Land Use Element allowing for the development of high density residential mixed-use projects, with up to 125 dwelling units per acre subject to an approved Development Agreement, for certain limited properties within the Cocoa Village subdistrict of the Waterfront Overlay District, and the City Council finds that adopting a similar Comprehensive Plan amendment for certain City-owned property within the South End will encourage further redevelopment and revitalization of the Waterfront Overlay District; and

WHEREAS, allowing the construction of high-density residential mixed-use projects within the urban core of the Cocoa Village, including the South End, also provides for the economical use of City resources and infrastructure and provides opportunities for significant work, live, and recreation options that will allow residents to reduce their automobile dependence and live a more sustainable lifestyle; and

WHEREAS, the City Council finds that this Ordinance serves a legitimate government interest related to implementing the goals and objectives set forth in the Cocoa Waterfront Master Plan, Agency Redevelopment Plan, and promoting catalyst redevelopment opportunities that will

improve the social and economic interests of the City of Cocoa including revitalizing the South End; and

WHEREAS, the City Council of the City of Cocoa hereby finds this Ordinance is in the best interest of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. Authority. This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes.

Section 3. Purpose and Intent. It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. Adoption of Amendment to the Future Land Use Element. The City of Cocoa Comprehensive Plan, Future Land Use Element, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in the Cocoa Comprehensive Plan, Future Land Use Element. It is intended that the text in the Future Land Use Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

* * *

I - FUTURE LAND USE ELEMENT

* * *

FIGURE FLU-1
STANDARD FOR FUTURE LAND USE CATEGORIES

* * *

Commercial, Industrial, Open Space/Recreational, Institutional and Mixed-Use Future Land Use Categories

	Commercial	Neighborhood Commercial	Regional Activity Center	Industrial	Open Space Recreational	Institutional	Mixed Use
Maximum Intensity/ Density	1.0 FAR, 25 du/acre[7]	0.75 FAR, 25 du/acre[7]	0.50 FAR, 25 du/acre, and 45 hotel rooms /acre	1.50 FAR	0.25 FAR	1.0 FAR 25 du/acre	25 du/acre[2,3&9] 1.0 FAR[3]
Allowable Uses	Commercial, Office, Institutional, Residential[8], and Open Space/ Recreational	Commercial, Residential, Office, Institutional, and Open Space/ Recreational	Commercial, Industrial, Hotel, office, Residential, Institutional, and Open Space/ Recreational	Industrial and Commercial[6]	Not Applicable	Institutional	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/ Recreational
Minimum Transportation Access	4 lane collector 2 lane arterial	2 lane collector	1 lane arterial that intersects SR 528 or I-95	2 lane collector 2 lane arterial	Not applicable	Not applicable	Not applicable
Applicable Zoning Districts	C-G, C-W, C-P, C-C, P-S, and PUD	C-N, C-R, R-P, P-S, and PUD	UMD	M-1 and M-2	All Districts	All Districts	CBD, CBD-CVO, C-C, C-N, C-R, P-S, PUD, R-P, UMD
Maximum Impervious Surface Ratio	0.90	0.80	0.95	0.75	0.25	0.65	0.95 1.0 in CBD

NOTES FOR FIGURE FLU-1:

1. Maximum density may be increased up to 12 due/acre as part of a planned residential development or planned redevelopment activities (*Policy 1.2.3.C*).
2. An additional 5 units per acre may be achieved if residential units are developed as part of a vertical mixed use project.
3. Maximum FAR in the Cocoa RDA is 2.0 and a bonus may permit up to an additional 2.5 FAR in the Central Business District outside the Cocoa Village Overlay sub-district. An additional 25 units per acre may be achieved in certain areas within the Cocoa RDA.
4. Four (4) acre maximum land area for new Neighborhood Commercial and one (1) acre maximum site land area.
5. Minimum land area of 50 acres and minimum cumulative gross floor

area of 500,000 sq. ft. for all structures.

6. Commercial uses that are complementary to and support industrial development and operations.
7. Maximum residential density shall be 25 du/acre, except where reduced by the underlying zoning district regulations.
8. Residential uses shall be permitted only where allowed in the underlying zoning district.
9. Notwithstanding the base level maximum density stated in the above chart and Notes 2 & 3, the maximum density may be increased by the City Council for certain approved redevelopment projects on properties designated Cocoa Village and South End Subdistrict with a Commercial/Mixed Use Large (CL) building type on the Cocoa Waterfront Overlay District Regulating Plan pursuant to Policy 1.1.2.6.

* * *

Policy 1.1.2.6: Mixed-Use (MU).

(a). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses within a single development. Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development. The following criteria shall be used for determining appropriate locations for mixed-use land use areas.

A. Areas within a quarter mile walking distances of public transit stations, transitional areas between high and low intensity uses, and areas adjacent to major corridors within the City are appropriate for Mixed-Use category.

B. The land development regulations implementing this category shall encourage a compact and walkable environment to reduce vehicle miles of travel and encourage use of public transit.

C. Development within mixed-use shall be encouraged to follow Transit Oriented Design (TOD) principles.

D. Unified architectural and streetscape themes are encouraged for all developments within the Mixed-Use category.

E. Mixed use buildings within a single development will be highly encouraged in this category.

F. For a mixed-use building, only retail sales, offices and services and restaurants are permitted on the ground floor.

G. If residential housing units are developed as part of a vertical mixed use project a bonus of up to 5 units per acre may be achieved, excluding projects approved by city council pursuant to subsection (b).

H. For the purposes of analyzing public facilities impacts of proposed Future Land Use Map amendments, a mix of 50% residential and 50% non-residential land area split shall be utilized.

(b). Notwithstanding the maximum density stated in Figure FLU 1, a maximum density of up to 125 dwelling units per acre may be permitted for a specific redevelopment project with residential housing units developed as part of a vertical mixed-use project, subject to the discretion of the City Council and following conditions:

A. The vertical mixed-use project is located in the downtown community redevelopment area and on property designated Cocoa Village Subdistrict or South End Subdistrict on the Cocoa Waterfront Overlay District Regulating Plan and located on real property designated (~~shaded~~ outlined) on the following map:



[NEW]

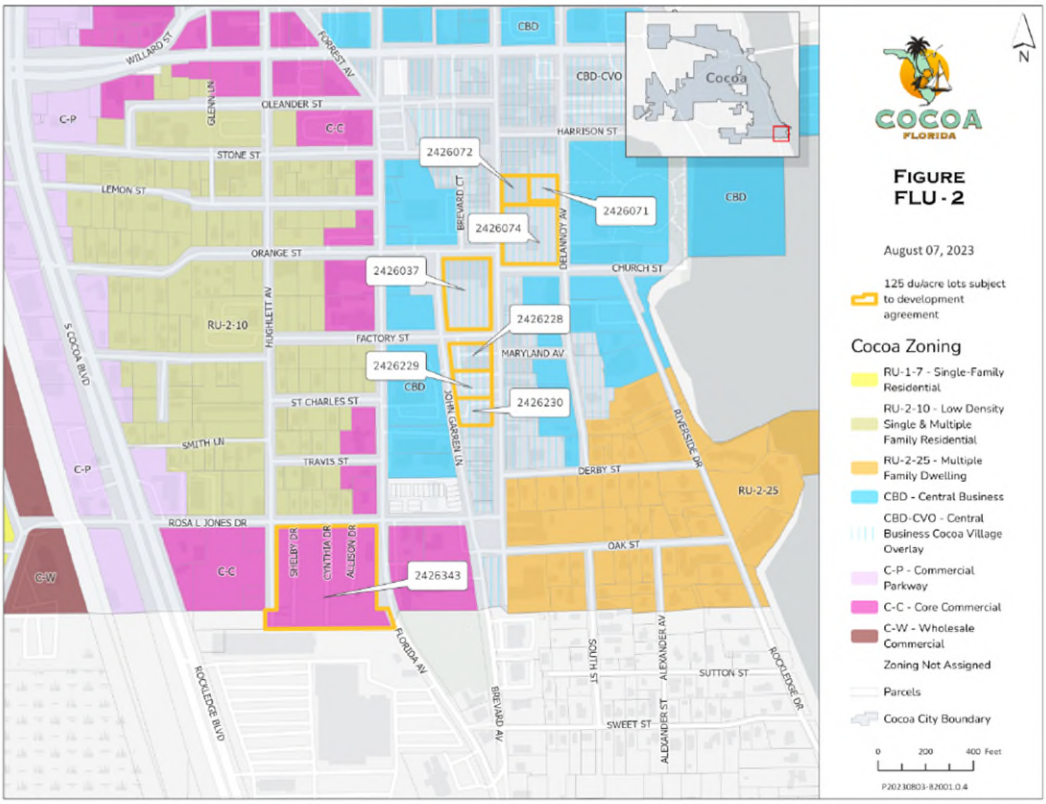


FIGURE FLU-2

B. The vertical mixed-use project is on property upon which a Commercial/Mixed Use Large (CL) building type is permitted on the Cocoa Waterfront Overlay District Regulating Plan; and

C. The maximum density for the project is approved by the City Council by a development agreement after considering the following factors:

(i). Economic and social benefits to the City and Community Redevelopment Agency;

(ii). Aesthetic quality and character, architectural design, and physical and visual scale;

(iii). Any proposed enhancements that a developer will commit to completing by development agreement that will significantly bring the overall quality of the proposed development above and beyond the minimum requirements set forth in the City Code and will serve the public health, safety, and welfare of the citizens and visitors of Cocoa;

(iv). Compatibility and harmony with the special and distinctive character of the Cocoa Village, including the South End Subdistrict, if applicable, and waterfront district;

(v). Impact upon public facilities;

(vi). Adequacy of on-site parking and impact of off-site parking;

(vii). Consistency with the CRA Community Redevelopment Plan and Waterfront Master Plan;

(viii). Proven first-hand experience of the developer to successfully complete one or more projects of such physical and visual scale and design, as evidenced by a written portfolio identifying and describing previously completed or substantially completed projects by the developer;

(ix). The negotiated terms and conditions of the development agreement including a development schedule deemed acceptable to the City Council;

(x). Impact on environmental concerns and incorporation of "green" community designs;

(xi). In the discretion of the City Council, a recommendation from the Cocoa Community Redevelopment Agency if the project could foreseeably affect or impact the Agency or the Agency's Redevelopment Plan, or require an Agency contribution to support the project;

(xii). Compliance with the applicable land development regulations and comprehensive plan policies;

(xiii). Any other factors as may be deemed relevant by the City Council.

* * *

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **Incorporation into Comprehensive Plan.** Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. **Effective Date.** The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3184(3)(c)(4.), Florida Statutes. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2023.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, **MMC, City Clerk**

Legal Ad: _____

LPA/P&Z: _____

First Reading: _____

Legal Ad:_____

Second Reading: _____

Effective Date: _____

September 27, 2023

The Honorable Mike Blake
Mayor, City of Cocoa
65 Stone Road
Cocoa, Florida 32922

Dear Mayor Blake:

The Florida Department of Commerce (FloridaCommerce) has reviewed the proposed comprehensive plan amendment for the City of Cocoa (Amendment No. 23-03ESR) received on August 28, 2023. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption**.

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Adrian Young, Planning Analyst, by telephone at (850)-717-8515 or by email at adrian.young@commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /ay

Enclosure(s): Procedures for Adoption

cc: Stacey Hopper, Planner, City of Cocoa
Tara McCue, Executive Director, East Central Florida Regional Planning Council

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SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



City Council Meeting

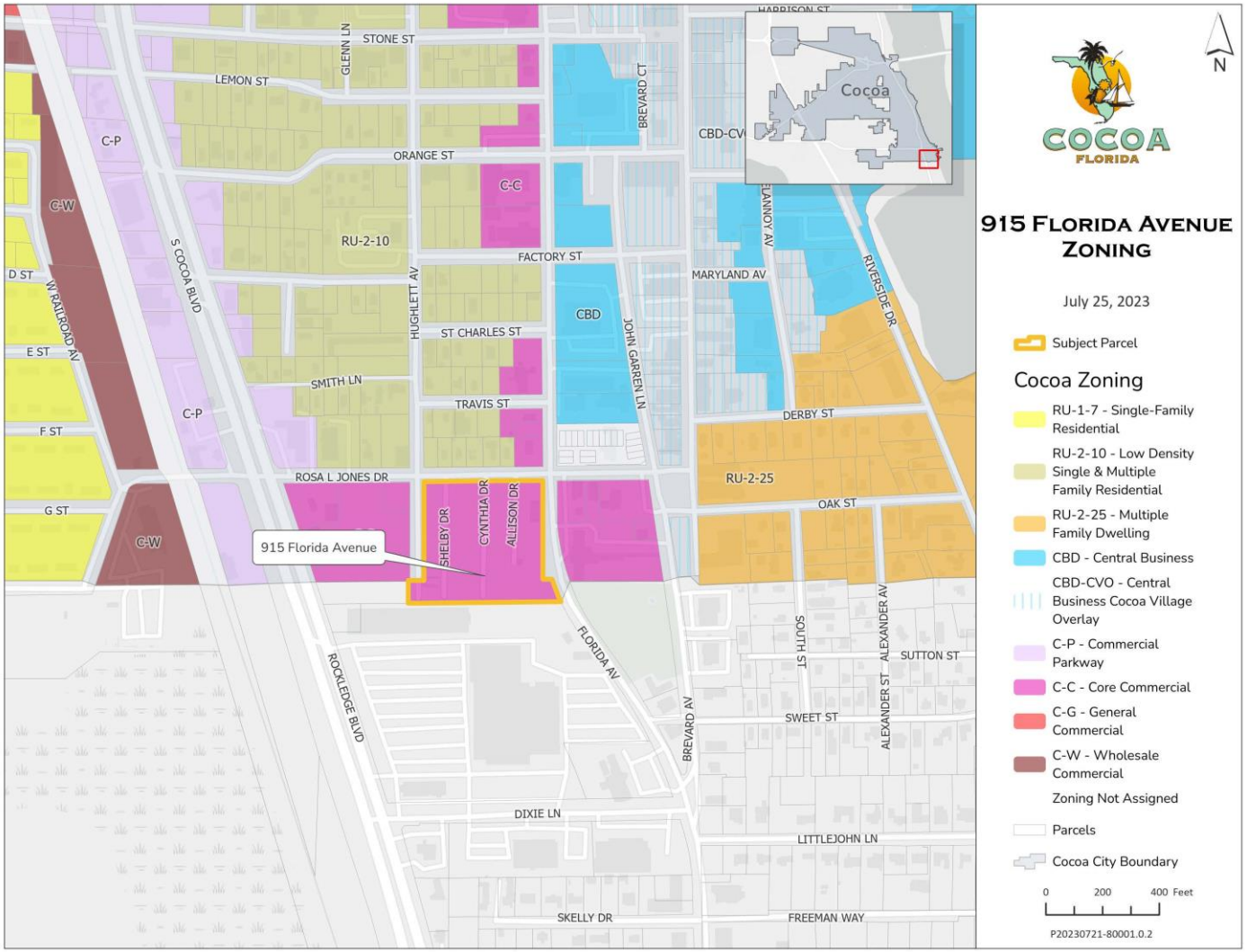
October 10, 2023

915 Florida Ave. Comprehensive Plan Amendment
Location Map

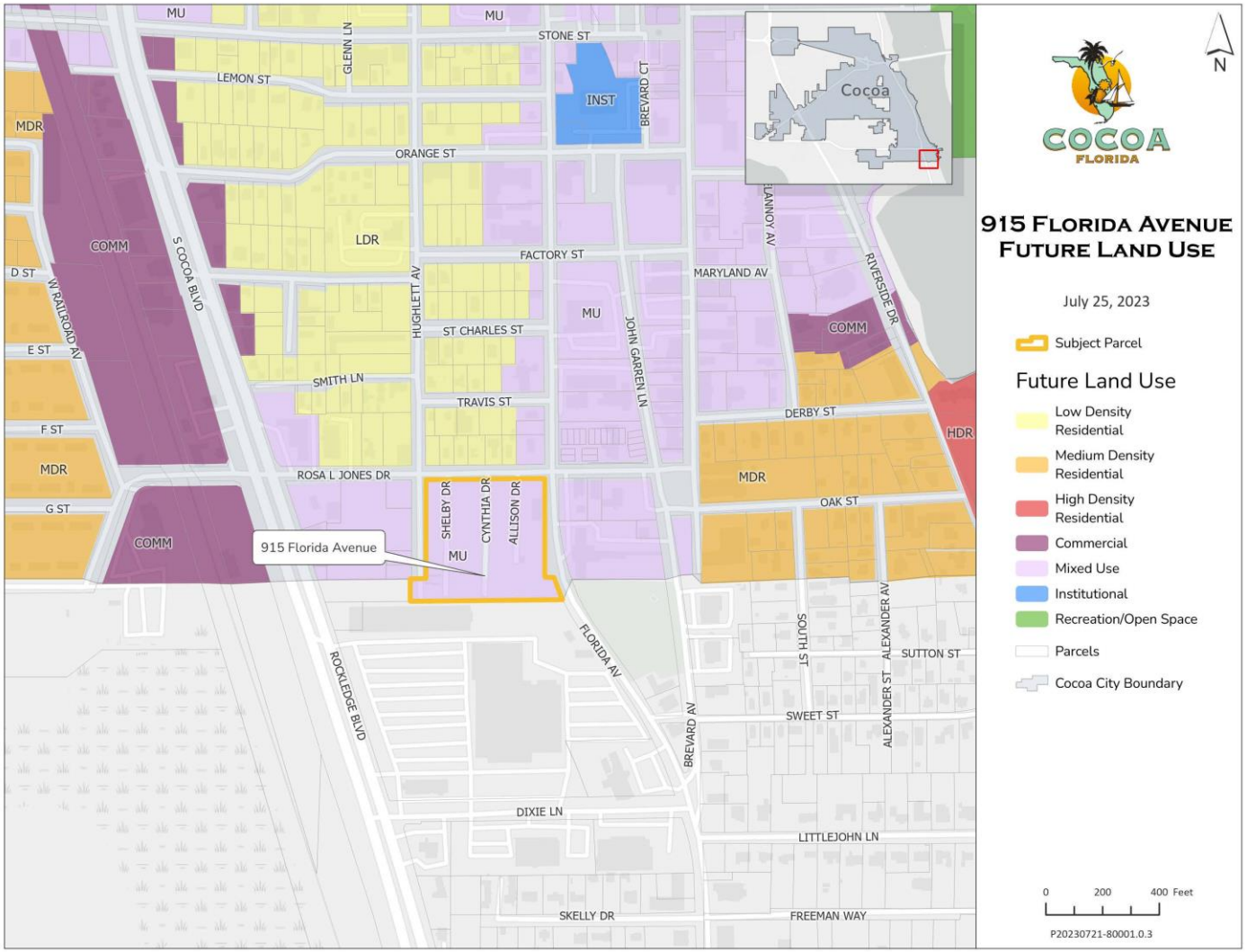


COCOA FLORIDA

915 Florida Ave. Comprehensive Plan Amendment
Zoning Map

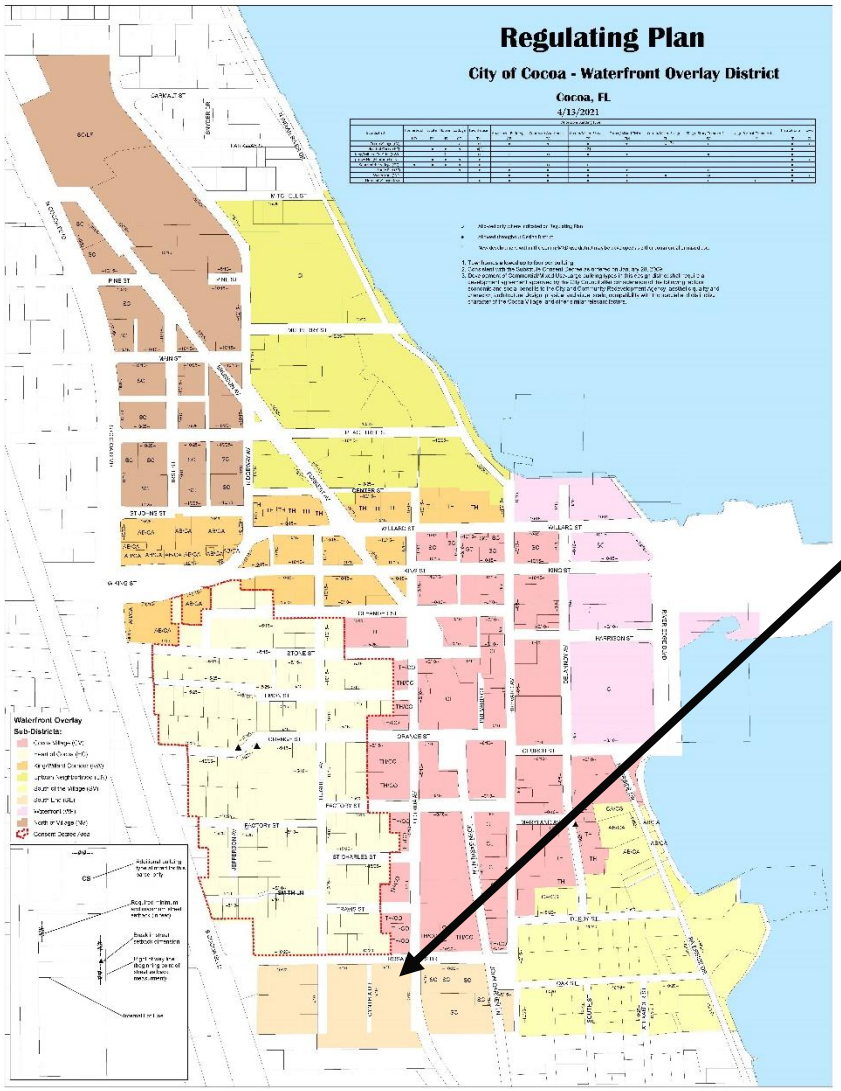


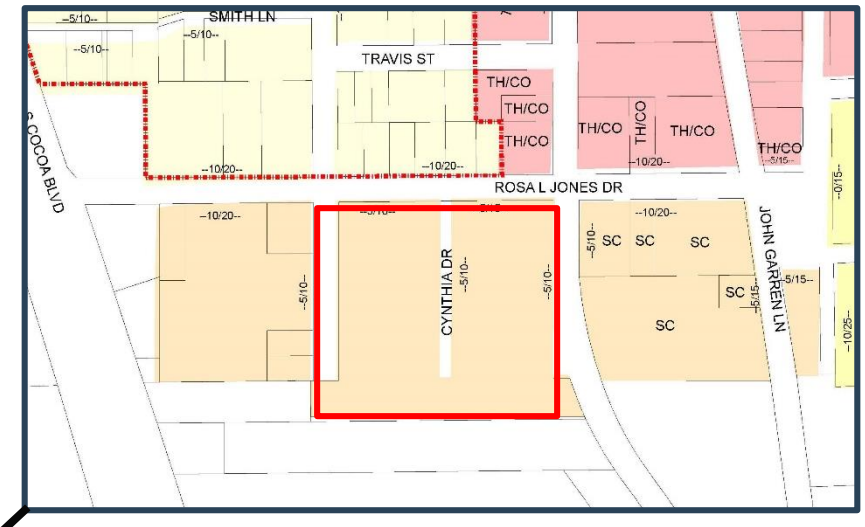
915 Florida Ave. Comprehensive Plan Amendment
Future Land Use Map



COCOA FLORIDA

915 Florida Ave. Land Comprehensive Plan Amendment
Waterfront Overlay District Regulating Plan





Waterfront Overlay
Sub-Districts:

- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)
- Consent Decree Area

915 Florida Ave. Land Development Code and Comprehensive Plan Amendment

- The applicant is the City of Cocoa.
- The purpose of the requests is to allow for greater redevelopment opportunities on City owned land located at 915 Florida Ave. The adoption of the proposed ordinances, in combination, would allow for up to an 8-story, 125 du/acre, vertical mixed-use building located at 915 Florida Avenue, conditional upon the City Council approving a development agreement in its discretion after considering multiple factors.
- While no concepts for such a project have been received, the City is taking a proactive approach by setting forth the regulations for such a project to encourage a public-private partnership for a new gateway project into the Cocoa Village and Downtown area of Cocoa and in anticipation of releasing a new RFP seeking redevelopment of the City-owned parcel.
- These proposed updates are part of a larger plan to continue offering unique redevelopment solutions within the Downtown/Cocoa Village area.

915 Florida Ave. Comprehensive Plan Amendment

- Comprehensive Plan Amendment
  - Summary: Allows up to 125 du/acre, conditioned upon and subject to City Council approving a development agreement after consideration of facts outlined in Policy 1.1.2.6 of the Comprehensive Plan
  - Update to Note 9 of Figure FLU-1
    - "…the maximum density may be increased by the City Council for certain approved redevelopment projects on properties designated Cocoa Village and South End Subdistrict with a Commercial/Mixed Use Large (CL) building type on the Cocoa Waterfront Overlay District Regulating Plan pursuant to Policy 1.1.2.6."
  - Update to Policy 1.1.2.6 Mixed-Use (MU), (b)(A) including the South End Subdistrict as part of the 125 du/acre policy, as well as showing the location of the 125 du/acre map.
  - Adding South End Subdistrict to 1.1.2.6 Mixed-Use (MU) (b)(C)(iv)
  - Updates Figure FLU-2 to add 915 Florida Avenue as eligible for up to 125 du/acre

915 Florida Ave. Comprehensive Plan Amendment

- Ordinance No. 17-2023 details the proposed technical updates to the Comprehensive Plan.
  - The subject property has the Mixed-Use (MU) FLU designation.
  - Existing policies in FLU Element Figure FLU-1 Note 9 and Policy 1.1.2.6 are being adjusted to include, generally, the addition of the “South End Subdistrict” portion of the Cocoa Waterfront Overlay District Regulating Plan, to accommodate 915 Florida Avenue as being part of the 125 du/acre density program.
  - These changes are outlined further in the Ordinance and Staff Report.

915 Florida Ave. Comprehensive Plan Amendment

- Existing Figure FLU-2 is amended to add 915 Florida Avenue as property eligible for up to 125 du/acre, conditioned upon and subject to development agreement
  - City Council will consider density increases when a particular project is proposed and will consider the same factors as previously established for other 125 du/acre eligible properties:
    - Economic and social benefits to City and CRA
    - Aesthetic quality and character, architectural design, physical and visual scale
    - Proposed enhancements that will significantly bring the overall quality of the development above and beyond the minimum requirements set forth in the City Code
    - Compatibility and harmony with the character of the Cocoa Village and subdistrict
    - Impact on public facilities
    - Adequacy of on-site parking and impact on off-site parking
    - Consistency with the CRA Redevelopment Plan and Waterfront Master Plan
    - Proven first-hand experience of the developer to complete the project
    - Development Schedule
    - Incorporate of “green” community designs
    - Recommendation of CRA
    - Compliance with the LDC and Comprehensive Plan policies

915 Florida Ave. Comprehensive Plan Amendment

- Staff report covers the full LOS analysis as a result of the request for potable water, solid waste, stormwater, transportation, police, fire, school, and park services.
- Sewer LOS analysis since updated with additional modeling.
- Sewer LOS will likely be impacted by the project.
  - If a project is developed at the very maximum density allowed, the threshold allowed by the Sewer Master Plan and Capital Facility Plan likely will be exceeded for gravity sewer lines in the Cocoa Village should other sites eligible for 125 du/acre program also be constructed at maximum density. The additional flows would likely also impact existing Lift Station #2, requiring modifications to the Station to meet LOS.
  - As a result, upgrades to the sewer system would likely be necessary to achieve maximum density.
- Note that when a site plan is submitted, all required studies (environmental, transportation, etc.) will be reviewed as part of the site plan review process.

915 Florida Ave. Comprehensive Plan Amendment

- The proposal complies with all aspects of the Comprehensive Plan, and furthers many of the Goals, Objectives, and Policies outlined in the FLU and Housing elements, as well as the East Central Florida Comprehensive Regional Policy Plan.
- The City of Rockledge was notified about the request due to the subject property being adjacent to City of Rockledge jurisdictional limits.

915 Florida Ave. Comprehensive Plan Amendment

- This is an Expedited State Review Amendment.
  - Based on the Approval for Transmittal by the City Council at the meeting of August 22, 2023, staff transmitted the item to Florida Commerce and the Relevant Review Agencies.
  - Florida Commerce and the Review Agencies had 30 days had 30 days to provide written comments related to the Comprehensive Plan Text Amendment. Review Agencies St. John's River Water Management District, Florida Department of Transportation District 5, and Department of Environmental Protection all provided written response. However, none of the stated agencies raised concerns of objections to the proposal. On September 23, 2023, Florida Commerce provided it's comment latter and stated that they had "no comment" on the proposed amendment.

915 Florida Ave. Comprehensive Plan Amendment

- Pursuant to Florida Statutes, the City must hold an adoption hearing within 180 days of receipt of the receiving the letter from Florida Commerce.
- If approved by the City Council, staff will provide the adoption package to Florida Commerce within ten working days, pursuant to Florida Statutes.

915 Florida Ave. Comprehensive Plan Amendment

- Staff has determined that the request for an Expedited State Review Comprehensive Plan Amendment complies with all relevant sections of the City of Cocoa Code of Ordinances and Comprehensive Plan.
- Staff recommends **APPROVAL** of the requested Expedited State Review Comprehensive Plan Text Amendment to expand the very limited geographic area by which vertical mixed-use projects may be built at 125-units per acre, to include a +/- 4.32 acre parcel of City-owned land located at 915 Florida Ave., Cocoa, Florida (Brevard County Parcel ID 24-36-33-80-23)



915 Florida Avenue Location

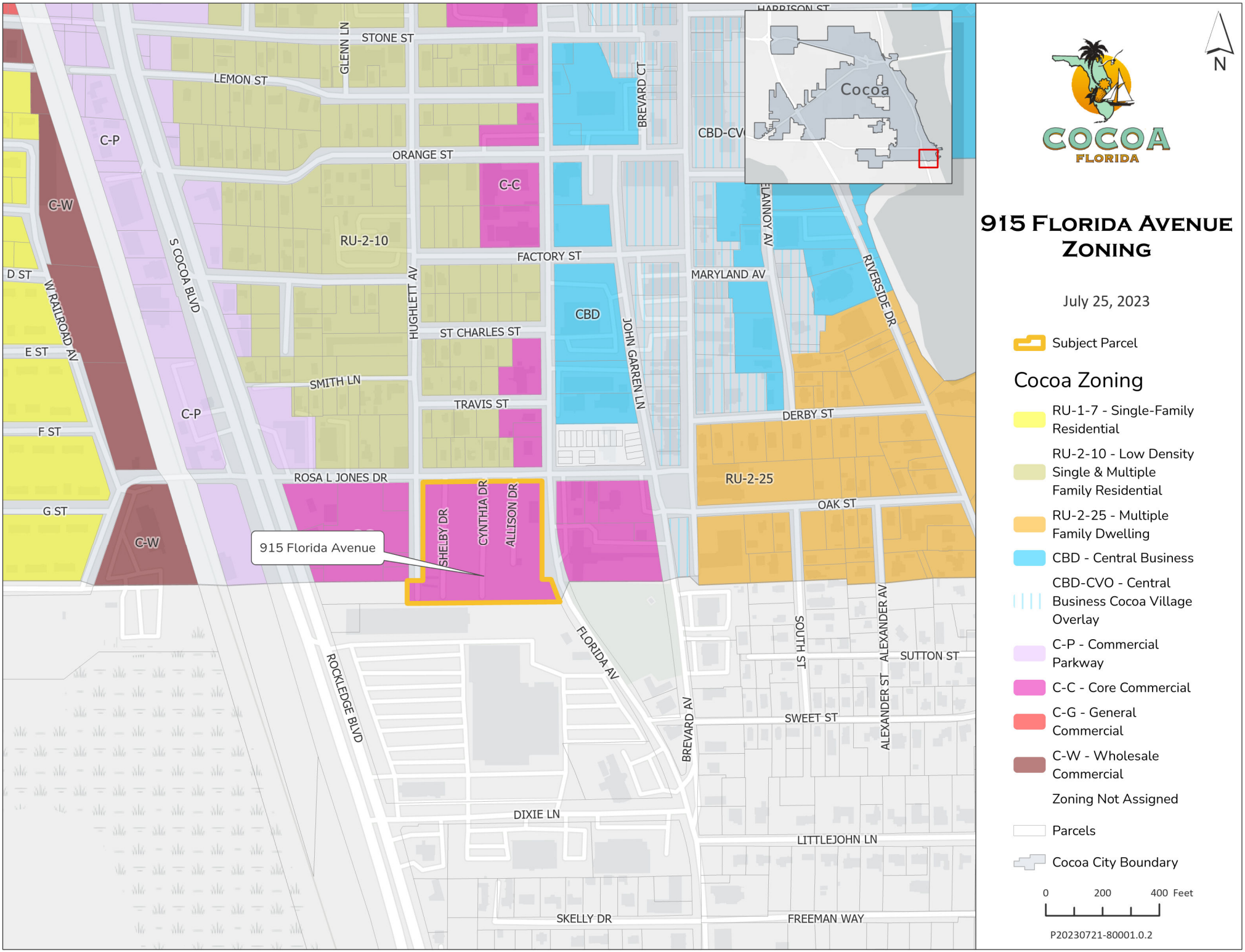
July 25, 2023

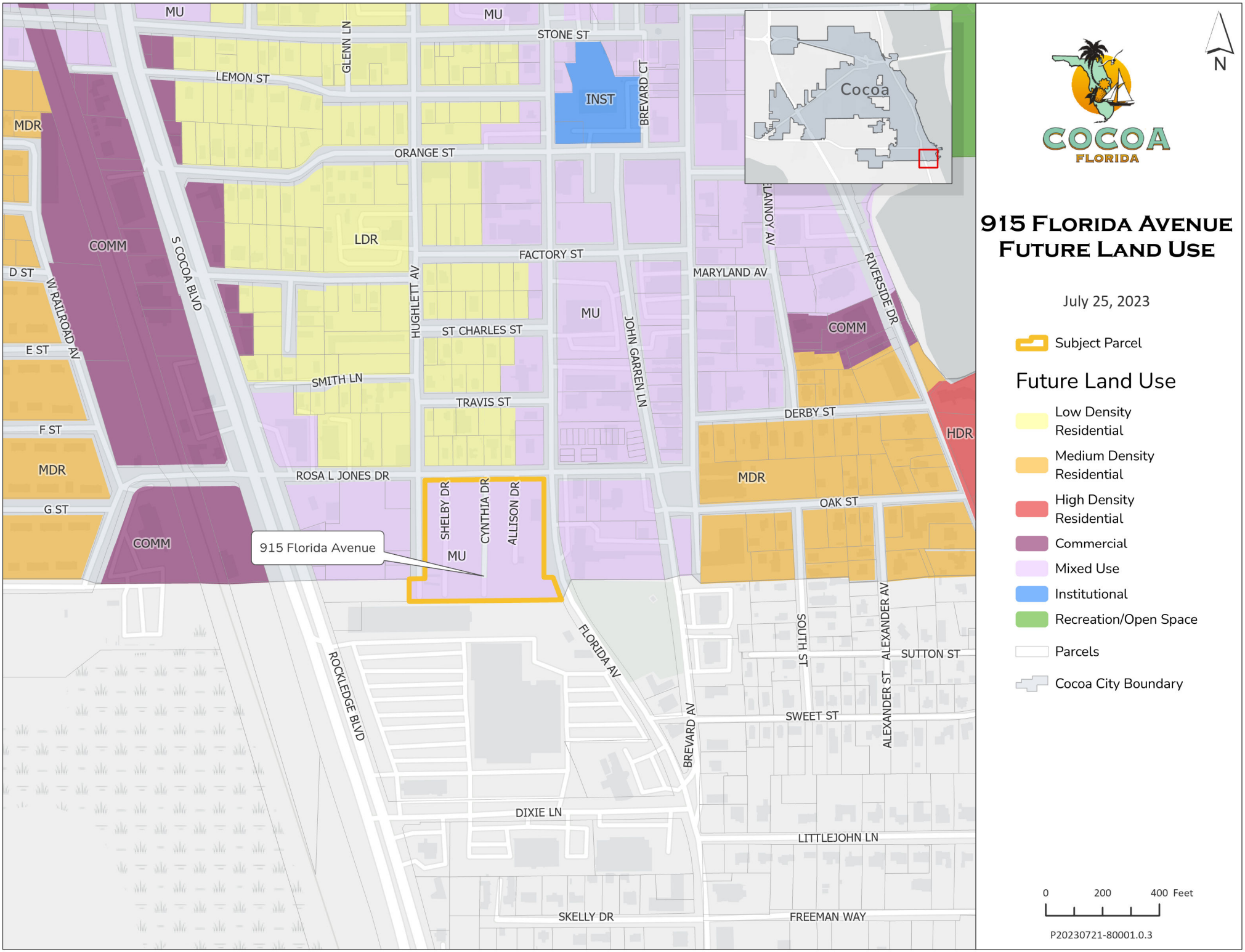
- Subject Parcel
- Parcels
- Cocoa City Boundary

N

0 200 400 Feet

P20230721-80001.0.1


915 Florida Avenue
Zoning
July 25, 2023
Subject Parcel
Cocoa Zoning
RU-1-7 - Single-Family Residential
RU-2-10 - Low Density Single & Multiple Family Residential
RU-2-25 - Multiple Family Dwelling
CBD - Central Business
CBD-CVO - Central Business Cocoa Village Overlay
C-P - Commercial Parkway
C-C - Core Commercial
C-G - General Commercial
C-W - Wholesale Commercial
Zoning Not Assigned
Parcels
Cocoa City Boundary
0 200 400 Feet
P20230721-80001.0.2
N
Cocoa
915 Florida Avenue
STONE ST
LEMON ST
GLENN LN
BREVARD CT
ORANGE ST
C-P
C-C
C-W
RU-2-10
FACTORY ST
CBD
MARYLAND AV
RIVERSIDE DR
D ST
W RAILROAD AV
S COCOA BLVD
HUGHLETT AV
JOHN GARREN LN
ST CHARLES ST
E ST
SMITH LN
TRAVIS ST
DERBY ST
F ST
ROSA L JONES DR
SHELBY DR
CYNTHIA DR
ALLISON DR
RU-2-25
OAK ST
G ST
FLORIDA AV
SOUTH ST
ALEXANDER AV
SUTTON ST
ROCKLEDGE BLVD
SWEET ST
DIXIE LN
LITTLEJOHN LN
SKELLY DR
FREEMAN WAY



915 Florida Avenue Future Land Use

July 25, 2023

- Subject Parcel

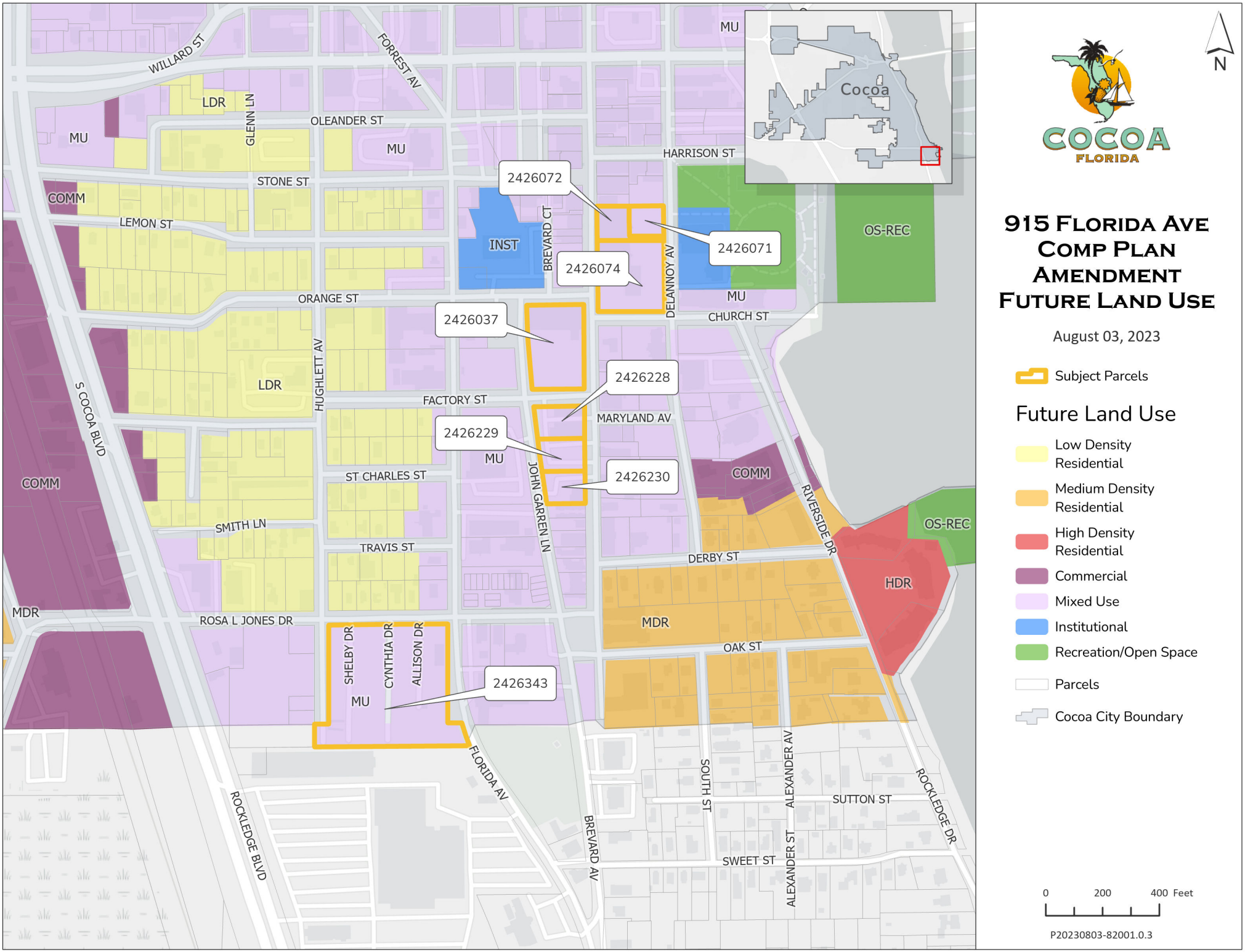
Future Land Use

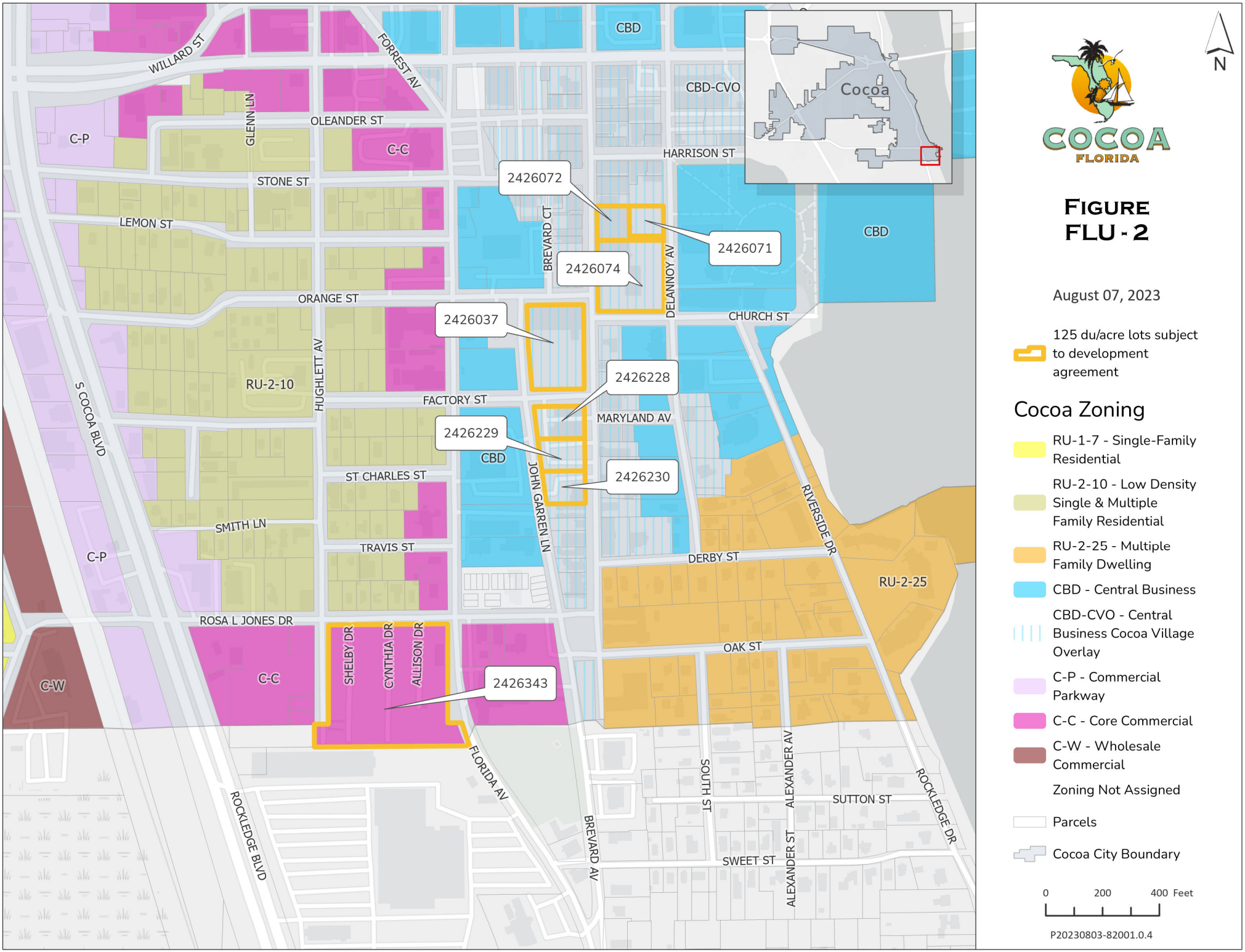
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Mixed Use
- Institutional
- Recreation/Open Space
- Parcels
- Cocoa City Boundary

N

0 200 400 Feet

P20230721-80001.0.3


WILLARD ST
FORREST AV
LDR
GLENN LN
OLEANDER ST
MU
MU
MU
HARRISON ST
Cocoa
STONE ST
COMM
LEMON ST
2426072
INST
BREVARD CT
2426074
2426071
DELANNOY AV
OS-REC
ORANGE ST
MU
CHURCH ST
2426037
HUGHLETT AV
LDR
2426228
FACTORY ST
MARYLAND AV
S COCOA BLVD
2426229
MU
COMM
ST CHARLES ST
2426230
JOHN GARREN LN
COMM
RIVERSIDE DR
OS-REC
SMITH LN
TRAVIS ST
DERBY ST
HDR
MDR
MDR
ROSA L JONES DR
OAK ST
SHELBY DR
CYNTHIA DR
ALLISON DR
2426343
MU
FLORIDA AV
SOUTH ST
ALEXANDER AV
SUTTON ST
ROCKLEDGE DR
ROCKLEDGE BLVD
BREVARD AV
SWEET ST
ALEXANDER ST
N
COCOA
FLORIDA
915 Florida Ave Comp Plan Amendment Future Land Use
August 03, 2023
Subject Parcels
Future Land Use
Low Density Residential
Medium Density Residential
High Density Residential
Commercial
Mixed Use
Institutional
Recreation/Open Space
Parcels
Cocoa City Boundary
0
200
400 Feet
P20230803-82001.0.3



COCOA
FLORIDA

FIGURE FLU - 2

August 07, 2023

125 du/acre lots subject to development agreement

Cocoa Zoning

- RU-1-7 - Single-Family Residential
- RU-2-10 - Low Density Single & Multiple Family Residential
- RU-2-25 - Multiple Family Dwelling
- CBD - Central Business
- CBD-CVO - Central Business Cocoa Village Overlay
- C-P - Commercial Parkway
- C-C - Core Commercial
- C-W - Wholesale Commercial
- Zoning Not Assigned
- Parcels
- Cocoa City Boundary

0 200 400 Feet

P20230803-82001.0.4

EXHIBIT "A"

Proposed Update to Regulating Plan

City of Cocoa - Waterfront Overlay District

Cocoa, FL

8/8/2023

Sub-district	Allowable Building Type													
	Homestead	Estate	House	Cottage	Townhouse	Apartment Building	Courtyard Apartment	Comm/Mixed *Small	Comm/Mixed *Med	Comm/Mixed *Large	Single-Story Commercial	Large Format Commercial	Institutional	Civic
	HO	ES	HS	CO	TH	AB	CA	CS	CM	CL	SC	LF	IT	CI
Cocoa Village (CV)				○	○	●	●	●	●	○ (3)	○		●	○
Heart of Cocoa (HC)		●	●	●	●(1)			(2)					●	
King/Willard Corridor (KW)			○		○	○	○	●	●		●		●	
Uptown Neighborhood (UN)		●	●	●	●								●	○
South of the Village (SV)	●	●	●	●	●	○	○	○					●	
South End (SE)				●	●	●	●	●	●	○ (3)	○		●	
Waterfront (WF)					●	●	●	●	●	●	○		●	○
North of Village (NV)					●	●	●	●	●		○	○	●	

○ Allowed only where indicated on Regulating Plan

● Allowed throughout Design District

* New development within the Comm/MXD use district may be developed as either commercial or mixed use.

1. Townhomes allowed up to four per building.
2. Consistent with the Substitute Consent Decree as ordered on January 28, 2009.
3. Development of Commercial/Mixed Use-Large building types in this design district shall require a development agreement approved subject to the discretion of the City Council after consideration of the following factors: economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the special and distinctive character of Cocoa Village and respective subdistrict, and other similar relevant factors.

Waterfront Overlay
Sub-Districts:
- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)
- Consent Decree Area

Additional building type allowed for this parcel only

Required minimum and maximum street setback (in feet)

Break in street setback dimension

Right of way line (beginning point of street setback measurment)

Internal Lot Line

promote the development and redevelopment of property in the Central Business District in a manner compatible with comprehensive and redevelopment plan objectives.

It is intended that high density multiple-family residential development in this area is to be promoted and encouraged, either in separate buildings or in combination with office and supporting, retail and service areas, and that such supporting uses shall be scaled and designed to serve the needs of the district. All uses and design should recognize the proximity to the areas of great natural beauty, which are historically significant to the city. High density, so long as it provides public and scenic access to these natural and historic areas, is permitted. Water views, easy access to contiguous water walks, and several key water vistas should be made available to the public. The purpose of this district is to allow for the development of fully integrated, mixed-use, pedestrian-oriented neighborhoods. Streets, pedestrian paths and bike paths should contribute to a system of fully-connected and interesting routes to all destinations.

The **Heart of Cocoa** Sub-District has been subject to a Federal Consent Decree since 1990. The original voluminous consent decree was replaced by a substantially streamlined Substitute Federal Consent Decree on January 28, 2009. The Substitute Consent Decree requires the City maintain the low-density residential character of the Heart of Cocoa; and encourages voluntary replacement of existing wholesale commercial uses with low density residential uses or low intensive neighborhood commercial uses such as mixed-use developments, while preserving existing uses as provided by law. Moreover, the Substitute Consent Decree encourages production and development of affordable houses by the private sector in the Heart of Cocoa. Consistent with the Substitute Consent Decree, the zoning is RU2-10, which allows for low-density single and multi-family residential. Allowable building types include single-family, mixed use, and neighborhood supported commercial.

In the **South of the Village** Sub-District the City acquired the former Oaks Mobile Home Park, a primarily vacant mobile home park with dilapidated and uninhabitable units, at the corner of Florida Avenue and Rosa L. Jones Blvd. The site is comprised of one main parcel and a smaller companion parcel, totaling just under 5 acres of vacant land immediately suitable for development. This residential project is expected to serve as a catalyst for additional residential development in and around the Heart of Cocoa, although the site lies just outside the boundaries of the Heart of Cocoa, on the south side of Rosa L. Jones Boulevard.

The **South End** Sub-District, located to the east and bordering the **South of the Village** Sub-District, mainly consists of single family residential, multi-family apartments/condominiums and high rise developments.

The King Street and Willard Street Corridor Sub-District consists of mainly commercial development and provides for opportunities of mixed-use and multi-family high rise developments.

The **Waterfront** Sub-District is characterized by multi-story, multi-family residential units.

Many of the lots in the Sub-Districts by themselves are inadequately sized and constrained by utility infrastructure (mainly electric), to be redeveloped as mixed-use and multi-family apartments or high rise condominiums. Thus, the need for the assemblage of land to facilitate a suitable redevelopment project yielding the highest and best use for the respective land. Additionally, and critically important, the City through its various EPA Brownfields Grants have determined several properties environmentally constrained as they are contaminated or suffer from the perception of contamination. Bisecting the heart of the Cocoa CRA is the former Flagler Rail Line, and railroad tracks are use of which contamination is commonly associated. Some properties have been confirmed to have no recognized environmental

several fundamentally new ideas for Cocoa's Waterfront: diversified boating access, with increased day slips, dinghy docks and large vessel tie up via more resilient floating docks and concrete piers; a managed mooring field with support facilities, including a harbor master building, pump out and boater services; a relocated civic center to take advantage of the waterfront and diversify the use of Lee Wenner Park, to serve the CRA, the City and the Region; re-imagined promenade to include overlooks and strolling and seating experience, but not to replace the old structures over water; and opening the waterfront view to property on Delannoy Avenue by relocating the existing civic center.

While Cocoa Village, the core of downtown, continues to exude a strong sense of place and regional identity, its downtown context is fraying due to the impact of high-speed roads and its disconnection from the waterfront. The nearby neighborhoods do not have a solid connection to downtown or the waterfront because the vibrancy of Cocoa Village is limited to Brevard and Delannoy Avenues with emergence of the Florida Avenue area. This characterizes the general circumstances currently challenging the extended success of Cocoa Village, but the following describes the specific physical features observed to be major factors for the improvement of the downtown district.

Urban Form

- The basic pattern of blocks and buildings in the CRA is of a pedestrian scale, most of the district is walkable and yet convenient and accessible to motorists.
- Buildings are generally 2-4 stories in heights in core of Cocoa Village and several are of historic significance or are otherwise charming architecturally.
- The waterfront is an important community asset. Connectivity to the Village is hindered due to the lack of public streets and the presence of large private development.
- There is a good mix of commercial and office uses in the Village, but a lack of quality residential development within.

Transportation

- SR 520 is a major conduit to Merritt Island and Cocoa Beach consisting of a six-lane roadway designed with one-way pairs (King Street eastbound and Willard Street westbound) navigating through the RDA district. The current design creates a hostile barrier for pedestrians seeking to connect between Cocoa Village and the North Forrest Avenue community.
- Brevard and Delannoy Avenues operate as one-way pairs through most of the Village; channeling traffic on one-way streets is less safe for pedestrians and less attractive to shop owners who seek optimal vehicular accessibility.
- Florida Avenue is the former Dixie Highway, the historically north-south path through Cocoa. There is a burgeoning urban commercial corridor along Florida Avenue, with a new streetscape from the southern City limits to SR 520. This streetscape created additional parking, pedestrian accessibility on both sides of the road and a quaint landscaping, inviting to residents and visitors.
- Federal East Coast Railroad (FEC) is located along the western boundary of the redevelopment area. Located at the intersection of US1 and Rosa L Jones Blvd is the site of the future FEC Rail Station. This site has been identified as a potentially viable location for a future passenger rail stop.

High, Medium, and Low Priority Projects

HIGH PRIORITY PROJECTS

A. Waterfront Projects
Dinghy Docks
T-Dock and Extension
Day Slips
New Fishing Pier, East Lee Wenner Park
Shoreline Stabilization
**The City is reconstructing the facilities through grants, etc. as they existed prior to Hurricane Irma. The CRA will fund enhancements.*

B. Historic Cocoa Village
New Civic Center
Lee Wenner Park Renovations **
***Agreement attached as an Appendix*
Promenade Reconstruction
Promenade Overlooks
Support Building for Amphitheatre
Identify Gateway Locations and Develop Wayfinding Package
6 Forrest Avenue Entrance Features
Gateways and Signage

C. Uptown District
Street and Sidewalk Improvement Program
Landscape Standards
Signage Regulations
Land Use Provisions

D. Streets
Municipal Parking/Shared Parking Facilities/ Additional On Street Parking
Street Tree Program
Streetscape Reconstruction

E. Catalyst Mixed Use Redevelopment Sites
Redevelopment of 603 Brevard Avenue
Redevelopment of 915 Florida Avenue

F. The Heart of Cocoa
Creation of Workforce Housing
Façade Grant Program
Paint Program

COCOA CRA CAPITAL IMPROVEMENTS PLAN
PRIORITY + BUDGETING FIGURES

Item No.	Recommendation	Priority	Timing	Magnitude Cost	Description + Implementation Details	Possible Funding Sources
F	**The Heart of Cocoa**					
	Workforce Housing and Community Development					
1	Comprehensive Investment Strategy			N/A	Consider a comprehensive investment strategy for residential enhancement and community development	
	Public Parks and Infrastructure					
2	Catalyst Park Site	Low	5-7 Years	**$950,000**	Acquire land for a public park and small residential development at the corner of Hughlett Avenue and Factory Street	
	Total Heart of Cocoa CRA Projects			**$950,000**		
G	**Waterfront Neighborhood Infill Development**					
1	Single Family Infill			N/A	Support continued redevelopment of single-family homes and renovation of historic residences and Incentivize townhome infill development with appropriate site design standards	
2	Multi-Family Infill			N/A		
	Total Waterfront Neighborhood Infill Projects			**$0.00**		
H	**South of Cocoa Village**					
1	Residential Infill Node			$75,000	Residential Infill Node Consider a residential redevelopment opportunity on the vacant/underutilized land south of Rosa L. Jones Blvd. between Florida Avenue and US-1 (mobile home site); acquire property or partner with private developer to purchase or develop the land	
2	Major Mixed Use Node (Rockledge/Cocoa City Line)			$100,000	Consider a consolidated planning/development effort with the City of Rockledge relative to the immediately abutting property known as the Sears Town Site (existing power center on US-1); prepare an RFP for development proposals	
	Total South of Cocoa Village Projects			**$175,000.00**		
I	**State Road 520 Corridor**					
1	King Street and Willard Street Improvements Option A	Medium	3-5 Years	$975,000	Add palm trees to King and Willard Street and improve existing sidewalks;	**FDOT Project -** CRA initiated a preliminary study of the SR520 corridor, of which SCTPO/FDOT subsequently conducted a more detailed corridor study. Staff will continue to work with FDOT/SCTPO on accelerating funding, certain improvements may require CRA financial participation.
2	King Street and Willard Street Improvements Option B	Low	5-7 Years	$8,550,000	Reduce travel lane widths, widen sidewalks, and install shade trees	
3	Improve Intersections at King/Brevard & Willard/Brevard Streets	Medium	3-5 Years	$1,600,000	Improve intersections at King/Brevard and Willard/Brevard to reduce pedestrian crossing distance and increase intersection visibility (highly visible pavement treatment and clear sightlines) -	
4	Promote Vehicular Cross Access from King or Willard Streets	Medium	3-5 Years	N/A	Promote vehicular cross access between businesses that front King or Willard Street	
	Total State Road 520 Corridor Projects (Option A)* **			**$ 2,575,000**		
	Total State Road 520 Corridor Projects (Option B)			**$ 10,150,000**		

Excerpt Pages from the 2022 Cocoa CRA Plan Update

School Board of Brevard County
2700 Judge Fran Jamieson Way • Viera, FL 32940-6699
Dr. Mark J. Rendell, Ed.D., Superintendent

August 10, 2023

Mr. Stockton Whitten
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

RE: Proposed FLU Amendment
430 and 505 Brevard Ave. Cocoa, FL 32922

Dear Mr. Stockton,

We completed a cursory preliminary review for the referenced development. The subject property is comprised of Tax Parcel ID numbers: 24-36-33-39-B-8, 24-36-33-39-B-7, and 24-36-33-39-B-11 containing a total of approximately 4.53 acres along Brevard Avenue in the City of Cocoa, Florida. The proposed development includes 409 multi-family homes. The School Impact Analysis of this proposed development has been undertaken and the following information is provided for your use.

The calculations used to analyze the prospective student impact are consistent with the methodology outlined in Section 13.2 and Amended Appendix "A"-School District Student Generation Multiplier (approved April 11, 2022) of the *Interlocal Agreement for Public School Facility Planning & School Concurrency (ILA-2014)*. The following capacity analysis is performed using capacities/projected students as shown in the *Brevard County Public Schools Financially Feasible Plan for School Years 2022-23 to 2027-28 which* is attached for reference.

	Total	Total	Total
Multi-Family Homes	409		
Students Generated	**Student Generation Rates**	**Calculated Students Generated**	**Rounded Number of Students Generated**
Elementary	0.11	44.99	45
Middle	0.02	8.18	8
High	0.05	20.45	20
Total	0.18		**73**

Planning & Project Management
Facilities Services
Phone: (321) 633-1000 x11418 • FAX: (321) 633-4646

An Equal Opportunity Employer

FISH Capacity (including relocatable classrooms) from the Financially Feasible Plan (FFP) Data and Analysis for School Years 2023-24 to 2027-28

School	2023-24	2024-25	2025-26	2026-27	2027-28
Tropical	910	910	910	910	910
McNair	616	616	616	616	616
Rockledge	1,836	1,836	1,836	1,836	1,836

Projected Student Membership

School	2023-24	2024-25	2025-26	2026-27	2027-28
Tropical	669	614	600	572	545
McNair	369	346	354	337	347
Rockledge	1,559	1,640	1,699	1,693	1,620

Students Generated by Newly Issued SCADL Reservations Since FFP

School	2023-24	2024-25	2025-26	2026-27	2027-28
Tropical	-	-	-	-	-
McNair	-	-	-	-	-
Rockledge	-	-	-	-	-

Cumulative Students Generated by Proposed Development

School	2023-24	2024-25	2025-26	2026-27	2027-28
Tropical	-	-	45	45	45
McNair	-	-	8	8	8
Rockledge	-	-	20	20	20

Total Projected Student Membership (includes Cumulative Impact of Proposed Development)

School	2023-24	2024-25	2025-26	2026-27	2027-28
Tropical	669	614	645	617	590
McNair	369	346	362	345	355
Rockledge	1,559	1,640	1,719	1,713	1,640

Projected Available Capacity = FISH Capacity - Total Projected Student Membership

School	2023-24	2024-25	2025-26	2026-27	2027-28
Tropical	241	296	265	293	320
McNair	247	270	254	271	261
Rockledge	277	196	117	123	196

At this time, Tropical Elementary School, McNair Middle School and Rockledge High School are projected to have enough capacity for the total of projected and potential students from the proposed FLU amendment.

This is a **non-binding** review; a *Concurrency Determination* must be performed by the School District prior to a Final Development Order and the issuance of a Concurrency Evaluation Finding of Nondeficiency by the Local Government.

We appreciate the opportunity to review this proposed project. Please let us know if you require additional information.

Sincerely,

Karen M. Black, AICP
Manager – Facilities Planning & Intergovernmental Coordination
Planning & Project Management, Facilities Services

Enclosure: *Brevard County Public Schools Financially Feasible Plan for School Years 2022-23 to 2027-28*

Brevard County Public Schools

Financially Feasible Plan To Maintain Utilization Rates Lower than the 100% Level of Service

Data and Analysis for School Years 2022-23 to 2027-28

Summary	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
Highest Utilization Elementary Schools:	93%	99%	100%	99%	99%	100%
Highest Utilization Middle Schools:	88%	88%	94%	92%	91%	100%
Highest Utilization Jr / Sr High Schools:	83%	83%	81%	78%	77%	76%
Highest Utilization High Schools:	107%	99%	97%	98%	100%	100%

				School Year 2022-23			School Year 2023-24			School Year 2024-25			School Year 2025-26			School Year 2026-27			School Year 2027-28		
School	Type	Grades	Utilization Factor	FISH Capacity	10/14/22 Member-ship	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization
Elementary School Concurrency Service Areas																					
Allen	Elementary	PK-6	100%	751	598	80%	751	598	80%	751	635	85%	751	704	94%	751	720	96%	773	766	99%
Andersen	Elementary	K-6	100%	884	568	64%	884	568	64%	884	549	62%	884	537	61%	884	530	60%	884	501	57%
Apollo	Elementary	K-6	100%	902	731	81%	902	731	81%	902	749	83%	902	753	83%	902	736	82%	902	718	80%
Atlantis	Elementary	PK-6	100%	739	620	84%	739	620	84%	739	608	82%	739	596	81%	739	585	79%	739	572	77%
Audubon	Elementary	PK-6	100%	761	450	59%	761	450	59%	761	435	57%	761	422	55%	761	419	55%	761	426	56%
Cambridge	Elementary	PK-6	100%	787	495	63%	787	495	63%	787	511	65%	787	505	64%	787	510	65%	787	524	67%
Cape View	Elementary	PK-6	100%	570	305	54%	570	288	51%	570	309	54%	570	314	55%	570	315	55%	570	329	58%
Carroll	Elementary	K-6	100%	751	626	83%	751	633	84%	751	643	86%	751	623	83%	751	619	82%	751	628	84%
Challenger 7	Elementary	PK-6	100%	573	503	88%	573	503	88%	573	474	83%	573	462	81%	573	433	76%	573	413	72%
Columbia	Elementary	PK-6	100%	751	506	67%	751	512	68%	751	531	71%	751	522	70%	751	538	72%	751	538	72%
Coquina	Elementary	K-6	100%	711	560	79%	711	560	79%	711	565	79%	711	602	85%	711	590	83%	711	585	82%
Creel	Elementary	PK-6	100%	1,114	626	56%	1,114	660	59%	1,114	668	60%	1,114	668	60%	1,114	667	60%	1,114	658	59%
Croton	Elementary	PK-6	100%	795	488	61%	795	488	61%	795	514	65%	795	528	66%	795	542	68%	795	542	68%
Discovery	Elementary	PK-6	100%	980	643	66%	980	664	68%	980	675	69%	980	671	68%	980	720	73%	980	761	78%
Endeavour	Elementary	PK-6	100%	968	719	74%	968	750	77%	968	717	74%	968	707	73%	968	674	70%	968	671	69%
Enterprise	Elementary	K-6	100%	729	597	82%	729	597	82%	729	578	79%	729	552	76%	729	538	74%	729	529	73%
Fairglen	Elementary	PK-6	100%	789	617	78%	789	617	78%	789	617	78%	789	632	80%	789	635	80%	789	625	79%
Gemini	Elementary	K-6	100%	711	468	66%	711	477	67%	711	465	65%	711	468	66%	711	455	64%	711	457	64%
Golfview	Elementary	PK-6	100%	777	441	57%	777	441	57%	777	460	59%	777	481	62%	777	489	63%	777	503	65%
Harbor City	Elementary	PK-6	100%	629	403	64%	629	405	64%	629	457	73%	629	474	75%	629	494	79%	629	509	81%
Holland	Elementary	PK-6	100%	605	432	71%	605	450	74%	605	451	75%	605	444	73%	605	442	73%	605	431	71%
Imperial Estates	Elementary	K-6	100%	729	659	90%	729	684	94%	729	712	98%	729	724	99%	751	742	99%	795	779	98%
Indialantic	Elementary	K-6	100%	798	686	86%	798	686	86%	798	685	86%	798	671	84%	798	676	85%	798	651	82%
Jupiter	Elementary	PK-6	100%	930	729	78%	930	735	79%	930	801	86%	930	882	95%	974	940	97%	1,040	1,030	99%
Lockmar	Elementary	PK-6	100%	892	585	66%	892	585	66%	892	569	64%	892	552	62%	892	558	63%	892	559	63%
Longleaf	Elementary	PK-6	100%	790	631	80%	790	637	81%	790	613	78%	790	590	75%	790	563	71%	790	528	67%
Manatee	Elementary	K-6	100%	998	898	90%	998	910	91%	998	889	89%	998	845	85%	998	888	89%	998	881	88%
McAuliffe	Elementary	PK-6	100%	838	621	74%	838	621	74%	838	580	69%	838	568	68%	838	553	66%	838	528	63%
Meadowlane Intermediate	Elementary	3-6	100%	1,114	825	74%	1,114	825	74%	1,114	779	70%	1,114	773	69%	1,114	805	72%	1,114	843	76%
Meadowlane Primary	Elementary	K-6	100%	824	651	79%	824	666	81%	824	660	80%	824	630	76%	824	618	75%	824	613	74%
Mila	Elementary	PK-6	100%	707	435	62%	707	435	62%	707	439	62%	707	396	56%	707	383	54%	707	362	51%
Mims	Elementary	PK-6	100%	725	464	64%	725	464	64%	725	481	66%	725	512	71%	725	525	72%	725	513	71%
Oak Park	Elementary	PK-6	100%	968	505	52%	968	505	52%	968	471	49%	968	478	49%	968	475	49%	968	447	46%
Ocean Breeze	Elementary	PK-6	100%	654	554	85%	654	550	84%	654	542	83%	654	533	81%	654	534	82%	654	531	81%
Palm Bay Elem	Elementary	PK-6	100%	983	586	60%	983	613	62%	983	610	62%	983	627	64%	983	630	64%	983	636	65%
Pinewood	Elementary	PK-6	100%	569	521	92%	591	521	88%	591	541	92%	613	572	93%	613	598	98%	613	600	98%
Port Malabar	Elementary	PK-6	100%	852	640	75%	852	640	75%	852	683	80%	852	746	88%	852	760	89%	852	795	93%
Quest	Elementary	PK-6	100%	932	693	74%	932	693	74%	932	684	73%	932	681	73%	932	685	73%	932	697	75%
Riviera	Elementary	PK-6	100%	777	699	90%	777	714	92%	777	718	92%	799	780	98%	843	827	98%	887	866	98%
Roosevelt	Elementary	K-6	100%	599	288	48%	599	298	50%	599	269	45%	599	256	43%	599	239	40%	599	220	37%
Sabal	Elementary	PK-6	100%	785	500	64%	785	500	64%	785	503	64%	785	516	66%	785	534	68%	785	535	68%
Saturn	Elementary	PK-6	100%	998	649	65%	998	649	65%	998	677	68%	998	821	82%	998	794	80%	998	786	79%
Sea Park	Elementary	PK-6	100%	461	337	73%	461	337	73%	461	327	71%	461	321	70%	461	326	71%	461	329	71%
Sherwood	Elementary	PK-6	100%	609	459	75%	609	459	75%	609	458	75%	609	459	75%	609	450	74%	609	441	72%
Sunrise	Elementary	PK-6	100%	913	759	83%	913	767	84%	913	836	92%	935	908	97%	1,023	1,004	98%	1,067	1,067	100%
Suntree	Elementary	K-6	100%	755	600	79%	755	602	80%	755	561	74%	755	541	72%	755	516	68%	755	480	64%
Surfside	Elementary	K-6	100%	541	442	82%	541	442	82%	541	425	79%	541	418	77%	541	417	77%	541	407	75%
Tropical	Elementary	K-6	100%	910	669	74%	910	669	74%	910	614	67%	910	600	66%	910	572	63%	910	545	60%
Turner	Elementary	PK-6	100%	874	555	64%	874	564	65%	874	589	67%	874	647	74%	874	675	77%	874	691	79%
University Park	Elementary	PK-6	100%	811	487	60%	811	487	60%	811	545	67%	811	592	73%	811	642	79%	811	658	81%
Viera Elem	Elementary	K-6	100%	1,030	695	67%	1,030	717	70%	1,030	759	74%	1,030	857	83%	1,030	926	90%	1,074	1,061	99%
Westside	Elementary	K-6	100%	857	799	93%	857	846	99%	923	922	100%	989	974	98%	1,033	988	96%	1,099	1,100	100%
Williams	Elementary	PK-6	100%	715	451	63%	715	450	63%	715	443	62%	715	414	58%	715	411	57%	715	415	58%
Elementary Totals				**42,215**	**30,468**		**42,237**	**30,778**		**42,303**	**30,996**		**42,435**	**31,549**		**42,677**	**31,905**		**43,007**	**32,280**	

School	Type	Grades	Utilization Factor	School Year 2022-23			School Year 2023-24			School Year 2024-25			School Year 2025-26			School Year 2026-27			School Year 2027-28		
				FISH Capacity	10/14/22 Member-ship	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization
Middle School Concurrency Service Areas																					
Central	Middle	7-8	90%	1,514	1,129	75%	1,514	1,129	75%	1,514	1,158	76%	1,514	1,228	81%	1,514	1,289	85%	1,514	1,377	91%
DeLaura	Middle	7-8	90%	960	842	88%	960	844	88%	960	902	94%	960	820	85%	960	789	82%	960	826	86%
Hoover	Middle	7-8	90%	680	505	74%	680	505	74%	680	534	79%	680	574	84%	680	577	85%	680	588	86%
Jackson	Middle	7-8	90%	660	550	83%	660	550	83%	660	545	83%	660	538	82%	660	555	84%	660	588	89%
Jefferson	Middle	7-8	90%	873	608	70%	873	608	70%	873	600	69%	873	609	70%	873	563	64%	873	548	63%
Johnson	Middle	7-8	90%	1,064	610	57%	1,064	610	57%	1,064	650	61%	1,064	698	66%	1,064	753	71%	1,064	825	78%
Kennedy	Middle	7-8	90%	869	671	77%	869	671	77%	869	687	79%	869	670	77%	869	669	77%	869	677	78%
Madison	Middle	7-8	90%	781	446	57%	781	453	58%	781	484	62%	781	452	58%	781	476	61%	781	593	76%
McNair	Middle	7-8	90%	616	365	59%	616	369	60%	616	346	56%	616	354	57%	616	337	55%	616	347	56%
Southwest	Middle	7-8	90%	1,230	920	75%	1,230	920	75%	1,230	1,024	83%	1,230	1,127	92%	1,289	1,174	91%	1,289	1,285	100%
Stone	Middle	7-8	90%	1,076	668	62%	1,076	708	66%	1,076	799	74%	1,076	823	76%	1,076	890	83%	1,076	977	91%
Middle Totals				**10,323**	**7,314**		**10,323**	**7,367**		**10,323**	**7,729**		**10,323**	**7,893**		**10,382**	**8,072**		**10,382**	**8,631**	
Junior / Senior High School Concurrency Service Areas																					
Cocoa	Jr / Sr High	PK, 7-12	90%	2,097	1,545	74%	2,097	1,536	73%	2,097	1,555	74%	2,097	1,525	73%	2,097	1,518	72%	2,097	1,470	70%
Cocoa Beach	Jr / Sr High	7-12	90%	1,445	983	68%	1,445	1,000	69%	1,445	1,000	69%	1,445	941	65%	1,445	928	64%	1,445	867	60%
Space Coast	Jr / Sr High	7-12	90%	1,852	1,534	83%	1,852	1,534	83%	1,852	1,505	81%	1,852	1,450	78%	1,852	1,428	77%	1,852	1,402	76%
Jr / Sr High Totals				**5,394**	**4,062**		**5,394**	**4,070**		**5,394**	**4,060**		**5,394**	**3,916**		**5,394**	**3,874**		**5,394**	**3,739**	
Senior High School Concurrency Service Areas																					
Astronaut	High	9-12	95%	1,451	1,109	76%	1,451	1,109	76%	1,451	1,123	77%	1,451	1,129	78%	1,451	1,164	80%	1,451	1,158	80%
Bayside	High	9-12	95%	2,263	1,851	82%	2,263	1,885	83%	2,263	2,023	89%	2,263	2,099	93%	2,263	2,175	96%	2,382	2,371	100%
Eau Gallie	High	PK, 9-12	95%	2,221	1,582	71%	2,221	1,582	71%	2,221	1,597	72%	2,221	1,625	73%	2,221	1,631	73%	2,221	1,693	76%
Heritage	High	9-12	95%	2,314	2,033	88%	2,314	2,055	89%	2,314	2,065	89%	2,314	2,057	89%	2,314	2,099	91%	2,314	2,171	94%
Melbourne	High	9-12	95%	2,370	2,245	95%	2,370	2,245	95%	2,370	2,245	95%	2,370	2,248	95%	2,370	2,284	96%	2,370	2,345	99%
Merritt Island	High	PK, 9-12	95%	1,962	1,546	79%	1,962	1,546	79%	1,962	1,512	77%	1,962	1,457	74%	1,962	1,437	73%	1,962	1,454	74%
Palm Bay	High	PK, 9-12	95%	2,657	1,483	56%	2,657	1,495	56%	2,657	1,581	60%	2,657	1,683	63%	2,657	1,704	64%	2,657	1,700	64%
Rockledge	High	9-12	95%	1,836	1,559	85%	1,836	1,559	85%	1,836	1,640	89%	1,836	1,699	93%	1,836	1,693	92%	1,836	1,620	88%
Satellite	High	PK, 9-12	95%	1,527	1,518	99%	1,551	1,536	99%	1,551	1,433	92%	1,551	1,413	91%	1,551	1,359	88%	1,551	1,299	84%
Titusville	High	9-12	95%	1,813	1,313	72%	1,813	1,333	74%	1,813	1,335	74%	1,813	1,351	75%	1,813	1,316	73%	1,813	1,322	73%
Viera	High	PK, 9-12	95%	2,141	2,289	**107%**	2,474	2,319	94%	2,474	2,391	97%	2,474	2,417	98%	2,569	2,579	**100%**	2,664	2,660	100%
High Totals				**22,555**	**18,528**		**22,912**	**18,664**		**22,912**	**18,945**		**22,912**	**19,178**		**23,007**	**19,441**		**23,221**	**19,793**	
Schools of Choice (Not Concurrency Service Areas)																					
Freedom 7	Elementary	K-6	100%	475	403	85%	475	414	87%	475	414	87%	475	414	87%	475	414	87%	475	414	87%
Stevenson	Elementary	K-6	100%	569	506	89%	569	508	89%	569	508	89%	569	508	89%	569	508	89%	569	508	89%
South Lake	Elementary	K-6	100%	481	434	90%	657	453	69%	657	471	72%	657	489	74%	657	507	77%	657	529	81%
West Melbourne	Elementary	K-6	100%	618	549	89%	618	552	89%	794	570	72%	794	588	74%	794	606	76%	794	624	79%
Edgewood	Jr / Sr High	7-12	90%	1,077	938	87%	1,077	950	88%	1,077	950	88%	1,077	950	88%	1,077	950	88%	1,077	950	88%
West Shore	Jr / Sr High	7-12	90%	1,264	930	74%	1,264	950	75%	1,264	950	75%	1,264	950	75%	1,264	950	75%	1,264	950	75%
Schools of Choice				**4,484**	**3,760**		**4,660**	**3,827**		**4,836**	**3,863**		**4,836**	**3,899**		**4,836**	**3,935**		**4,836**	**3,975**	
Brevard Totals				**84,971**	**64,132**		**85,526**	**64,706**		**85,768**	**65,593**		**85,900**	**66,435**		**86,296**	**67,227**		**86,840**	**68,418**	

Notes

1. FISH Capacity is the sum of the factored permanent capacity and the factored relocatable capacity. Permanent and relocatable capacities for 2022-23 are reported from the FISH database as of October 14, 2022.
2. Student Membership is reported from the Fall Final Membership Count (10/14/2022).
3. Davis Demographics SchoolSite Enrollment Forecasting Extension for ArcGIS estimates future student populations by analyzing the following data:
   - Development Projections from Brevard County Local Government Jurisdictions
   - Brevard County School Concurrency Student Generation Multipliers (SGM)
   - Fall Membership student addresses and corresponding concurrency service areas
   - Student Mobility Rates / Cohort Survival Rates
   - Brevard County Birth rates by zip code
4. Davis Demographics estimates are then adjusted using the following factors:
   - PK (Pre-Kindengarten) and AH (daycare for students with infants) enrollment number are assumed to be constant
   - Current From/To attendance patterns are assumed to remain constant.
   - Nongeocoded student addresses are assumed to continue in their attendance schools.
   - Charter School Growth.
5. In order to maintain utilization rates lower than the 100% Level of Service, Permanent Capacity and Relocatable Classrooms are assumed to add future student stations as necessary.
6. If student projections are accurate, the school board could add additional classroom capacity, implement attendance boundary changes, or add relocatable classrooms. A south area elementary school is planned for the future growth, but the exact timing hasn't been established.
   If only relocatable classrooms are used for the next 5 years, the following changes would be needed to accommodate projected growth. These schools are being analyzed for the best options to accommodate additional students.
   - Primary relocatable classrooms (Grades K-3) = 18 student stations, Intermediate (Grades 4-8) relocatable classrooms = 22 student stations, and High School (Grades 9-12) relocatable classrooms = 25 student stations
   For school year 2023-24, no additional capacity is needed.
   For school year 2024-25, a total of 3 intermediate classrooms are projected for Westside Elementary School
   For school year 2025-26, a total of 6 intermediate classrooms are projected for Pinewood (1), Riveria (1), Sunrise (1) and Westside (3) Elementary Schools.
   For school year 2026-27, a total of 14 intermediate classrooms are projected for Imperial Estates (1), Jupiter (2), Riviera (2), Sunrise (4), Westside (2) Elementary Schools, and Southwest Middle School (3). 4 High School relocatable classrooms are proposed for Viera High School.
   For school year 2027-28, a total of 15 intermediate classrooms are projected for Roy Allen (1), Imperial Estates (2), Jupiter (3), Riveria (2), Viera El (2), Sunrise (2), and Westside (3) Elementary Schools. 9 High School relocatable classrooms are proposed for Bayside (5) and Viera (4) High.
7. A classroom addition is planned for construction at Viera High School for 2023-24. The factored capacity is adjusted for the proposed 350 student stations.
8. A classroom addition is planned for construction at South Lake Elementary School for 2023-24. The factored capacity is adjusted for the proposed 176 student stations.
9. A classroom addition is planned for construction at West Melbourne School of Science for 2024-25. The factored capacity is adjusted for the proposed 176 student stations.
10. Capacity adjusted for Board approved addition of one relocatable each at Pinewood Elementary and Satellite High Schools for school year 2024-25 forward.

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10/01/2023

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CITY OF COCOA
NOTICE OF PUBLIC HEARING
THE COCOA CITY COUNCIL PROPOSES TO CONSIDER THE FOLLOWING:

PZ 23-00500004 915 Florida Ave Comp Plan Text Amendment | Ordinance No. 17-2023

A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING A POLICY IN THE FUTURE LAND USE ELEMENT AUTHORIZING THE CITY COUNCIL TO APPROVE BY DEVELOPMENT AGREEMENT RESIDENTIAL DENSITIES OF UP TO 125 DWELLING UNITS PER ACRE RELATED TO VERTICAL MIXED-USE PROJECTS; EXPANDING THE VERY LIMITED GEOGRAPHICAL AREA TO WHICH THE POLICY APPLIES TO INCLUDE A PARCEL OF CITY-OWNED LAND GENERALLY LOCATED SOUTHWEST OF THE INTERSECTION OF ROSA L. JONES DRIVE AND FLORIDA AVENUE AND WHICH IS MORE PARTICULARLY DESCRIBED HEREIN BY PARCEL INFORMATION AND MAP THAT CONSISTS OF APPROXIMATELY 4.32 ACRES, MORE OR LESS, AND IS DESIGNATED MIXED-USE FUTURE LAND USE ON THE FUTURE LAND USE MAP AND WHICH IS DESIGNATED SOUTH END (SE) SUBDISTRICT WITH A COMMERCIAL/MIXED-USE LARGE (CL) BUILDING TYPE ON THE COCOA WATERFRONT OVERLAY DISTRICT REGULATING PLAN; REQUIRING A DEVELOPMENT AGREEMENT BY THE CITY COUNCIL TO APPROVE SUCH PROJECTS ON SUCH REAL PROPERTY UNDER CERTAIN TERMS AND CONDITIONS DEEMED NECESSARY AND ACCEPTABLE TO THE CITY COUNCIL; FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE, AND LEGAL STATUS OF THE PLAN AMENDMENT.

CITY COUNCIL 2nd PUBLIC HEARING WILL BE HELD ON
October 10, 2023

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.
Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Legislation Details (With Text)

File #:	23-634	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/5/2023			**In control:**	City Council
On agenda:	10/10/2023			**Final action:**	
Title:	Pass on FIRST READING Ordinance 20-2023, a Zoning Text Amendment on the Landscaping, Land Clearing, Tree Protection and Replacement Standards of the City Code, providing for a repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability and an effective date. (City Planner)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 20-2023 - Amending Tree Preservation - CC First Reading Legal Ad (Ord 20-2023).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 5, 2023
Agenda Date: October 10, 2023
Prepared By: Stacey Hopper, Planner
Through: Stockton Whitten, City Manager
Requested Action:
Pass on **FIRST READING** Ordinance 20-2023, a Zoning Text Amendment on the Landscaping, Land Clearing, Tree Protection and Replacement Standards of the City Code, providing for a repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability and an effective date.

BACKGROUND:

The applicant, City of Cocoa, is requesting that the City Council consider an amendment of the Land Development Code Appendix A, Zoning, Article XIII, Section 22 of the Zoning Ordinance of the City of Cocoa to amend its tree preservation and replacement requirements, to amend the requirements for contribution to the City's Arbor Mitigation Fund in certain circumstances where tree replacement is not feasible, and to amend other tree-related objectives, in order to more equitably balance the interests of tree preservation and encouraging beneficial development within the City while maintaining the City of Cocoa's "Tree City USA" designation.

The City last substantially revised the Landscaping Requirements and Tree Protection and Preservations standards in 2020. After an examination of the Ordinance's impacts on developments since its adoption in 2020, the City proposes a zoning text amendment to create a new standard for Landscaping, Land Clearing and Tree Protection and Replacement that is intended to further tree

preservation initiatives and modify standards related to contributions to the Arbor Mitigation Fund. The Ordinance introduces a tree preservation credit system and clarifies the tree replacement standards. City staff has worked closely with the City Arborist in preparing the proposed Ordinance.

Project Name: Zoning Ordinance Text Amendment - Landscaping, Land Clearing and Tree Protection and Replacement Standards, Ordinance 20-2023
Project No.: PZ-23-02000008
P&Z Meeting: October 4, 2023
Applicant: City of Cocoa
Property Owner: N/A
Project Location: Various Residential Zoning Districts

Future Land Use Designation: Various

Zoning District: Various

Existing Land Use: N/A

Council District: City-wide

Legal Ad Date: September 26, 2023

I. Zoning Ordinance Amendment Analysis

In accordance with Section 1(G)(2), Article XXII, Appendix A (Zoning), of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. *The need and justification for the change.*

b. *The relationship of the proposed amendment to the purposes and objective of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.*

Need and justification for change

The proposed amendment has been undertaken by the City of Cocoa as a result of a review of large-scale site plan developments undertaken in the city over the past 3 years. This review revealed that, very often, landscaping and tree removal plans submitted in conjunction with development projects resulted in the developers incurring large arbor mitigation contribution fees as a result of their proposals favoring payment and mitigation over tree preservation. The developers have regularly come to the city requesting relief from the estimated arbor mitigation fees. In some cases, Development Agreements have been utilized to provide full or partial waivers of the arbor mitigation in accordance with Section 15-21 of the City Code, which authorizes variances or waivers from applicable land development regulations of the City, provided that there is a bona fide need and the owner agrees to provide significant enhancements to the subject property that bring the overall quality of the proposed development above and beyond the minimum requirements set forth in the land development regulations and serve the public health, safety, and welfare of the citizens and

visitors of the City. However, the City desires to create an ordinance that may be applied without the need for discussion and negotiation of development agreements with such frequency related to arbor mitigation contribution fees. The City also desires to incentivize mature tree preservation and discourage “clear-cutting” in the hopes that developers will design around trees as much as possible.

As a remedy for this situation, the City of Cocoa has proposed the following broad categories of changes to the tree code, which are summarized below:

- Minimum tree planting requirements
- Preservation credits for trees being preserved
- Tree Replacement Standards
- Revised Arbor Mitigation policy
- Enhanced penalty section for land clearing or removal of trees without a permit.

Minimum Tree Planting Requirements. New minimum tree planting requirements have been created that deal with both the minimum number and size of trees for new construction. For new single family and duplex lots less than 7500 sq. ft. in size, no fewer than two trees per lot shall be planted and each tree shall be 8’ tall with a 3” diameter base and a two-foot spread. For single family and duplex lots 7,500 sq. ft. or greater, additional trees are required for each fraction of 4000 sq ft. per lot. For new commercial, industrial, multifamily and other developments, requiring site plan approval, no fewer than 6 trees per acre are required to be planted. The minimum tree planting requirements cannot be satisfied by contributing to the arbor mitigation fund.

Tree Preservation Credits. In order to encourage tree preservation, the City has created a tree preservation credit system. The former ordinance reserved tree credits (decreasing the tree replacements required on-site) only for specimen trees greater that 42” that were preserved. This proved to rarely occur, such that most developers received no reduction in tree replacement requirements even if it endeavored to save many trees onsite. The new ordinance provides one tree credit for every 12” of trees preserved on-site. The tree preservation credits offered are increased for specimen trees (over 24”) up to a maximum of 12 credits in order to encourage the retention of specimen trees and for developers to design around them. Further, the City will now offer additional credits for trees on land placed in perpetual public conservation with the City or conveyed to the City. Three additional tree credits will be provided for each tree, as defined within this ordinance, within areas above one-half acre and with a width not less than 75’.

TABLE 1 - Proposed Tree Credit Table for Reduction in Replacement Trees.

D.B.H of Preserved Tree	Reduction in Replacement Trees
6” - 23”	For every 12” preserved, 1 credit
24” - 35”	8 Credits
36” - 42”	10 Credits
Greater than 42”	12 Credits

Tree Replacement Standards. The Tree Replacement requirements are proposed to be significantly changed. First, the definition of a "tree" has been modified to include only those trees having a trunk diameter of six (6) inches rather than four (4) inches. This means that only trees having a trunk diameter of six (6) inches are required to be replaced if removed. In addition, currently, for each inch of a tree removed, an equivalent number of inches must be replaced, or an arbor mitigation bank contribution must be made for those inches of trees that are not feasible for replacement. The Ordinance proposes to move to a system in which a certain number of trees must be replaced for each tree removed, depending upon size of the tree removed, except in the case of specimen trees. In this system, the number of overall trees, and consequently the tree canopy, is intended to be preserved even if the number of inches is not immediately replaced. Tree replacements must be maintained for a minimum of 2 years, and it is intended that they will grow to maturity and will eventually replace the trees removed. To ensure adequate tree replacement, in number and sustainability, a minimum size and number of trees are required as shown in Table 2 - Tree Replacement Standards. Trees of 24" and above will be replaced with a minimum of 9 trees, with a diameter of 3". Trees larger than 24", Specimen Trees, will be replaced with a minimum of equivalent inches removed. Again, developers are incentivized to design around specimen trees because the replacements requirements are significant and remain based on inches.

TABLE 2 - Tree Replacement Standards

D.B.H. of Protected Tree	Number of Replacement Trees Required for Each Tree Removed	Minimum Size of Replacement Tree	Total Replacement Required (Inches)
6" - 12"	1	3"	3"
13" - 23"	4	3"	12"
24" and above (Specimen)	Minimum of 9	3"	Minimum 27" or equivalent to inches removed

Arbor Mitigation Contribution Fund. When the number of trees able to be planted in a development is smaller than the number of trees required for replacement, a contribution to the Arbor Mitigation Fund may be available. However, in no case will the contribution to the Arbor Mitigation Fund be a replacement for the minimum number of trees that are required to be planted described above. The table below highlights the cost per caliper inch not replaced at $100 per inch for trees 6" to 23", and a cost of $200 per inch for trees 24" and larger (specimen). For the first class of tree, the established amount may be reduced by submitting a single, reasonable quote from a professional arborist. This alters the current requirement where arbor mitigation contribution fees are determined by the average of three quotes obtained for the cost of the trees not replaced, plus installation and maintenance costs for two years following planting. The City has received multiple complaints from developers that it is very difficult to obtain the requisite number of quotes.

TABLE 3. Proposed Arbor Mitigation Fund fees

D.B.H of Removed Tree Not Replaced	Contribution to Arbor Mitigation Fund *
6" - 23"	$100.00 per inch not replaced

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24" and up (Specimen)	$200.00 per inch not replaced

* In lieu of the $100.00 per inch contribution for non-specimen trees not replaced, the applicant may submit a reasonable professional quote for the cost of the required replacement trees, plus installation costs, which may be deemed acceptable in the discretion of the City's arborist.

Penalties. This ordinance clarifies and increases the fines for tree removal without a permit. As a reminder, tree removal permits are not required for single-family and duplex lots that are actively used for single-family residential purposes, so this proposed change will not affect single-family and duplex lot owners. The Ordinance clarifies that the code enforcement board may impose daily fines for failure to obtain a tree removal permit. To come into compliance, a property owner will have to obtain an after-the-fact tree removal permit. This will require a tree survey (which may need to be created based on historical data) and compliance with tree replacement and mitigation fees as would ordinarily apply. Moreover, additional aggravated fines are imposed per tree removed up to $5,000 per tree as permitted by Florida law. Additional fines are clarified for land clearing by the ¼ acre and lastly for failure to abide by a cease-and-desist order.

Summary. In summary, this Ordinance furthers on and off-site tree preservation, enhanced tree preservation and replacement standards, specifies new arbor mitigation fees and increases fines to ensure compliance.

Following Staff analysis, the proposed amendments to the Zoning Ordinance, attached as Exhibit A, Ordinance 20-2023 are recommended to the Tree Board/Planning and Zoning Board.

If approved, the proposed amendment will impact residential zoning districts for single-family, duplex dwellings, multi-family, commercial, industrial and all new developments requiring site plans.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The proposed changes will not negatively impact existing neighborhoods and will help to clarify requirements regarding tree permits, tree mitigation and use of the Arbor Mitigation Fund. Having clear requirements will help with the enforcement of regulations for developers and homeowners alike. Furthermore, there will be no negative impacts on the City's level of service standards regarding these changes.

- **Objective 12.1.6: Hydrology, Vegetation and Wildlife.** Protect and conserve soils and native vegetation communities and maintain the natural functions of the City's ecological zones in a manner consistent with Goals, Objectives and Policies of the Future Land Use Element.

This proposed Ordinance was recommended for presentation to City Council at the October 4th Planning and Zoning Meeting.

Staff recommends passing on the FIRST READING of Ordinance 20-2023.

STRATEGIC PLAN CONNECTION:

N/A

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BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

Approved by the City Council 12/12/2018 - Ordinance 12-2018 Landscape Requirements Related to Tree Protection and Preservation.

Approved by the City Council 08/26/2020 - Ordinance 12-2020 for Landscaping Requirements, Amending Land Clearing and Tree Protection and Replacement Standards

Recommended by the Planning & Zoning Board on 10/4/2023 for presentation to City Council on Ordinance 20-2023.

RECOMMENDED MOTION:

Pass on **FIRST READING** Ordinance 20-2023, a Zoning Text Amendment on the Landscaping, Land Clearing, Tree Protection and Replacement Standards of the City Code, providing for a repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability and an effective date.

ORDINANCE NO. 20-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XIII, SECTION 22, OF THE ZONING ORDINANCE OF THE CITY OF COCOA; AMENDING THE LANDSCAPING, LAND CLEARING, AND TREE PROTECTION AND REPLACEMENT STANDARDS OF THE CITY OF COCOA; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the City of Cocoa Tree Protection and Preservation Ordinance is codified in the City of Cocoa Code of Ordinances Appendix A, Zoning, Article XIII, Supplementary District Regulations, Section 22, Landscape Requirements, Subsection E, Tree Protection and Preservation;

WHEREAS, the City Council finds that trees benefit the City by decreasing urban noise, urban heat islands, air pollution, and flooding, by providing habitat for urban wildlife, and by contributing to property values and the character of the City; and

WHEREAS, the City Council desires to ensure that the City continues to realize the benefits provided by its urban forests, as recognized by its "Tree City USA," designation; and

WHEREAS, the City Council further desires to amend its tree preservation and replacement requirements, to amend the requirements for contribution to the City's Arbor Mitigation Fund in certain circumstances where tree replacement is not feasible, and to amend other tree-related objectives, in order to more equitably balance the interests of tree preservation and encouraging beneficial development within the City; and

WHEREAS, on the _____ day of _____, 2023, the City's Planning and Zoning Board/Local Planning Agency reviewed this Ordinance, held a public hearing, and recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of the City of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and reflect the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** Appendix A, Zoning, Article XIII, Supplementary District Regulations, Section 22, of the Code of Ordinances of the City of Cocoa, Florida, is hereby amended as follows (underlined type indicated additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Section 22. It is intended that the text in Section 22 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance.):

* * *

APPENDIX A – ZONING

* * *

ARTICLE XIII. – SUPPLEMENTARY DISTRICT REGULATIONS

* * *

Sec. 22. – Landscape Requirements.

* * *

(B) DEFINITIONS. [For the purpose of this section, certain words or terms used herein shall be interpreted as follows:]

* * *

Land clearing: The act of removing or destroying trees, ground cover, and other vegetation by manual, mechanical, or chemical means. Routine lawn mowing, sod replacement, planting of landscape material, shrub pruning, and shrub removal shall not be considered land clearing, provided no grade change occurs. Removal of understory by bush hog, forestry mulcher, or other means shall not be considered routine mowing ~~when preparing a property for construction or results in trees being removed, destroyed or severely damaged~~.

* * *

Tree: A woody or fibrous perennial plant with an upright trunk which normally grows, or is capable of growing, to an overall height of a minimum height of fifteen (15) feet in the central coastal area of Florida, and having a trunk diameter of ~~four (4)~~ six (6) inches or greater as measured diameter at breast height (d.b.h.) or four and one-half (4½) feet above actual grade

* * *

(D) ~~PLAN APPROVAL. Where a site plan is required in accordance with article 13, section 1, of the City of Cocoa Zoning Code, the landscape plan shall be submitted simultaneously with site plan. If a site plan is not required (i.e., parking lot), the landscape plan must be submitted before permits are issued. The landscape plan must indicate the following:~~

~~(1) Location and dimension of all required buffers;~~

~~(2) Location and dimension of all required internal landscaping;~~

~~(3) Location, size and description of all landscape materials;~~

~~(4) Property boundary;~~

~~(5) Location and area of off-street parking and vehicular use areas;~~

~~(6) Location of sprinklers and/or outlet locations;~~

~~(7) Calculations for the determination of internal landscaping requirements;~~

~~(8) Location of principal structure(s).~~

~~No permit shall be issued for building or paving unless site plan and/or landscape plan comply with these provisions. No certificate of occupancy shall be issued until the landscaping is complete and it shall be unlawful to occupy the premises unless the landscape plan has been approved, complied with, and received a final inspection from the enforcement official.~~

MINIMUM TREE PLANTING REQUIREMENTS. No certificate of occupancy shall be issued on the types of construction indicated below unless the underlying parcel has at least the required minimum number of approved trees:

1. Any new single-family or duplex dwelling unit on a lot of less than 7,500 square feet: not fewer than two trees on each lot. Each tree shall be at least eight feet tall with a 3 inch d.b.h. minimum and a two-foot spread. Palm trees shall have at least six feet of clear trunk.

2. Any new single-family or duplex dwelling unit on a lot equal to 7,500 square feet or greater: not fewer than two trees plus one additional tree for each 4,000 square feet or fraction thereof over 7,500 square feet on each lot. Each tree shall be at least eight feet tall with a 3 inch d.b.h. minimum and a two-foot spread. Palm trees shall have at least six feet of clear trunk.

3. Any commercial, industrial, multifamily or other structure requiring small-scale or large-scale site plan approval under the city land development regulations: no fewer than six trees per acre. However, this minimum tree planting requirement shall not apply to commercial or industrial developments on parcels that are two (2) acres or less.

The minimum tree planting requirements of this subsection shall not be eligible for arbor mitigation fund fees in lieu of replacement.

* * *

(E) TREE PROTECTION AND PRESERVATION.

(1) The provisions of this subsection (E) shall apply to the following:

(a) All vacant and undeveloped property.

(b) The open space areas of all developed property, except single-family or duplex lots.

(c) All public or private rights-of-way.

(2) The provisions of this subsection (E) shall not apply to the following:

(a) Single-family or duplex lots.

(b) Land clearing and tree removal activities authorized and preempted by state or federal law, which include, but are not limited to:

1. Removal of trees on residential property which pose ~~danger~~ an unacceptable risk to persons or property in accordance with F.S. § 163.045, for which no replacement trees will be required provided that the property owner possesses the documentation required by state law. For purposes of this subsection, "residential property" and "unacceptable risk" shall be defined or described as ~~property with a fully-constructed single-family home or duplex used for residential purposes, except as provided herein~~ provided in F.S. § 163.045, as may be amended. The term "residential property" for purposes of this subsection does not include multi-family residential property, common areas owned by a homeowners' or condominium association, vacant land zoned or designated residential or mixed-use (e.g., PUD, CBD, CN) on the city's official zoning map or future land use map, public rights-of-way, or land subject to particular landscaping, tree planting or preservation requirements pursuant to an executed development agreement, landscape easement granted to the city, or conservation easement.

2. Removal of trees by an electric utility to clear trees away from power lines in order to ensure the safe transmission of electricity to customers, as provided by Florida Statutes and Electric Tariff Rules, including the preemption under F.S. § 163.3209.

(3) *General requirements.*

(a) Except as provided in subsections (E)(2) and (E)(4)(c), no tree shall be removed without first obtaining a tree removal permit and no land shall be cleared without first obtaining a land clearing permit.

(b) All new applications for subdivision plats and site plans shall be accompanied by a tree removal and/or land clearing application at the time of initial submittal of the

plans so that due consideration may be given to protection of trees during the subdivision and/or site plan design process. If a site plan is not required (i.e., parking lot), a landscape plan must be submitted before permits are issued.

(c) No permit shall be issued for building or paving unless the site plan and/or landscape plan comply with these provisions. No certificate of occupancy shall be issued until the landscaping is complete and it shall be unlawful to occupy the premises unless the landscape plan has been approved, complied with, and received a final inspection from the enforcement official.

(4) *Permit requirements.*

(a) *Application contents.* Each application for a tree removal and land clearing permit shall state the reasons for requested removal of the tree(s) and vegetation and be accompanied by a tree inventory, consisting of a scaled drawing with a scale of one (1) inch equals fifty (50) feet or less, indicating:

1. Property boundaries and, if trees are proposed for removal from the right-of-way, the right-of-way boundaries.

2. The location of all individual trees, including the tree's common or scientific name, and measured diameter at breast height (d.b.h.) of trees on the property ~~within twenty (20) feet of any construction area or area to be disturbed on the property~~, except that individual trees within the building envelope (structure and seven and one-half (7 ½) feet around the perimeter), within the portion of any wetland that will not be disturbed, or within an existing conservation easement may be omitted.

3. Identification of all trees proposed for removal.

4. Identification of trees to be preserved ~~greater than forty-two (42) inches d.b.h. or relocated~~ and replacement tree credit requested for the preserved tree, if any. Replacement tree credit requested for preserved trees shall be based upon the values provided in Table 1.

5. The location of existing and proposed improvements, if any, including existing and proposed buildings and structures, proposed additions to existing buildings and structures, impervious surfaces (e.g. pool decks, drives, parking areas), stormwater retention areas, utilities, and other such improvements.

6. A replacement plan consistent with subsection (E)(5), indicating the means of compensating for the tree(s) to be removed and including the species and size of any replacement tree(s).

7. The number of caliper inches and type of replacement trees that cannot be planted on site and statement regarding the reasons that such replacements cannot be made on site, if any. ~~Where requesting to make a contribution to the Arbor Mitigation Fund, three (3) professional quotes for the required replacement trees, plus installation and two-year maintenance costs to the city shall be submitted.~~ Where the applicant requests to make a contribution to the Arbor Mitigation Fund to offset all or a portion of the required tree replacements, the amount which must be contributed to the Fund shall be based upon the values provided in Table 3. The calculation of the contribution shall be provided in the application.

8. If grade changes are proposed on the site, a grading plan drawn to scale shall be provided. In addition, a written statement shall be provided by a landscape architect or other competent professional indicating the probability of whether the grade change will result in the death of tree(s) intended to be preserved. Said statement shall immediately be brought to the attention of the city arborist at the time the application is filed and attached to the application.

9. A protection plan describing how preserved tree(s) shall be preserved on the site and adjacent properties during construction, tree removal and grading. This plan must address protection of the root system, crown, and stems of the trees, a means of supplying water and essential elements to the root system, and the proposed location of tree protection barriers.

10. An application requesting approval for land clearing without removal of trees must only include the property boundaries, identification of the area to be cleared drawn to scale, a statement of the reasons for removal of the vegetation in accordance with subsection (E)(6) below, and the seeding or mulching plan if required.

11. Landscaping plans shall include the location and dimension of all required buffers; location and dimension of all required internal landscaping; location, size and description of all landscape materials; location of sprinklers and/or outlet locations; location and area of off-street parking and vehicular use areas; location of all structures; and property boundaries.

Upon request, the enforcement official may permit an applicant to omit certain portions of the tree removal or land clearing application and inventory where compliance with the requirements set forth herein would be unnecessarily burdensome and would not be needed for the city to evaluate the application. Such applications may include those unrelated to new development of buildings, structures or infrastructure on the subject land and limited only to the removal of one (1) or more isolated and specific trees on already-developed land.

* * *

(d) *Duration of permit*. A tree removal or land clearing permit shall expire 90 days from the date of issuance for permits that are not issued in conjunction with an approved subdivision plat or site plan. Two extensions of 30 days each may be authorized by the building official, provided appropriate justification warrants, such as unusual weather, seasonal situations or inability to obtain permits from other agencies. Trees not removed during the life of the permit may not be removed without the issuance of a new permit based upon a new application.

(5) *Tree replacement.*

(a) As a condition of granting a tree removal permit, the applicant shall be required to replace trees being removed at its sole cost.

(b) Tree species. Whenever possible and practicable, trees should be replaced with the same species as those removed or, to encourage lower maintenance and water conservation and the planting of the right trees in the right place, trees listed on the UF/IFAS Florida-Friendly Plant Selection and Landscape Design List. When palm trees are used as a replacement tree, they must be capable of having a mature height taller than twelve (12) feet and cannot constitute more than thirty-five (35) percent of the total replacement inches required.

(c) Trees removed by the city. Except where tree board recommendation or approval is required in subsection (H)(1)(d) below, specimen trees removed by the city on public property or within the right-of-way and that are not within the building envelope (structure and seven and one-half (7 ½) feet around the perimeter) shall be replaced with either a tree of the same species or a tree of a different species that is more suitable for the location as determined by the city arborist or an arborist certified by the International Society of Arboriculture. The replacement trees shall be planted in a location deemed most appropriate by the director of public works or his or her designee.

(d) Replacement credit for trees preserved. To encourage the retention of existing ~~large~~ trees in the city, the following credits shall be applied to reduce the number of replacement trees required by this section, excluding ~~areas more than twenty (20) feet outside of the limits of any construction area or area to be disturbed,~~ wetland areas that are to remain undisturbed~~,~~ and existing conservation areas:

~~Preserved Tree size~~	~~Credit~~
~~Greater than 42" d.b.h~~	~~= 100% of caliper inches of each tree over 42" being preserved~~

TABLE 1.

D.B.H of Preserved Tree	**Reduction in Replacement Trees* ** **
6” - 23”	For every 12” preserved, 1 credit
24” - 35”	8 Credits
36” - 42”	10 Credits
Greater than 42”	12 Credits

* One credit is equivalent to a 3” replacement tree.

** For each tree located within a public conservation area dedicated to the city as part of a development project or within an area to be conveyed to the city (excluding jurisdictional wetlands determined by the St. John's River Water Management District or the U.S. Army Corp of Engineers, or as depicted on the map of existing wetlands in the city comprehensive plan), three (3) additional replacement tree credits may be applied for each tree preserved within the area. However, the minimum tree planting requirements set forth in Subsection (D) shall still apply. Such public conservation area or land area conveyed to the city must be at least one-half acre with widths not less than 75 feet, unless otherwise approved by the city council.

(e) Size and number of replacement trees. Where replacement tree(s) are required, the appropriate number of trees shall be planted ~~such that the newly planted trees, in sum, are equivalent to the d.b.h. of the tree(s) removed~~ as provided in Table 2, less any replacement credit for preserved trees. Further, trees ~~Trees~~ removed within the building envelope (structure and seven and one-half (7 ½) feet around the perimeter) shall not be required to be replaced. The replacement trees shall further have a minimum d.b.h., depending upon the diameter of the tree removed, as described in the table below. ~~For example, if a nine-caliper-inch tree were removed and no replacement credit for preserved tree available, the applicant must provide a total of nine-caliper inches of tree replacements, with each replacement tree having a minimum d.b.h. of three (3) inches.~~

~~Diameter of existing Tree (Inches)~~	~~Minimum caliper (Inches) of each replacement tree~~
~~4—11~~	~~3~~
~~12—17~~	~~3~~
~~18—23~~	~~4~~
~~24—29~~	~~4~~
~~>30~~	~~6~~

TABLE 2 – Tree Replacement Standards

D.B.H. of Protected Tree	Number of Replacement Trees Required for Each Tree Removed	Minimum Size of Replacement Tree	Total Replacement Required (Inches)
6” – 12”	1	3”	3”
13” – 23”	4	3”	12”
24” and above (Specimen)	Minimum of 9	3”	Minimum 27” or equivalent to inches removed

~~(d)~~ (f) Arbor Mitigation Fund Alternative. An Arbor Mitigation Fund is established by the city to provide an option to make a fee payment to the city in lieu of providing the required replacement trees on site. The Arbor Mitigation Fund shall be a part of the city general fund, but is reserved exclusively for the design, acquisition, installation and maintenance of trees on public property or, in certain circumstances private property, the funding of studies related to the city's tree canopy, ~~or~~ the operation and maintenance of a public tree nursery, or expenses related to compliance with the City’s Tree City USA designation, including public education and outreach and arbor day celebration expenses. Before approving planting trees on private property, the enforcement official must find that the trees will provide aesthetic benefits to many of the same citizens who would have benefitted from the installation of the trees on public property. The private property owner must be willing to sign a tree maintenance agreement with the city.

The arbor mitigation alternative may only be utilized as a last resort after all other design alternatives to provide required replacement trees and to preserve existing trees have been considered. The applicant must demonstrate that there is insufficient room on the site for required replacement trees due to:

1. Existing or proposed trees;
2. Existing or proposed structures, required parking, access driveways, stormwater retention areas, or utilities;
3. Land condition (e.g., topography, soil type);
4. Insufficient area for the tree to establish.

The arbor mitigation contribution shall be determined by the values established in Table 3. ~~current wholesale market value, as determined by the average of three (3) professional quotes, of the required replacement trees which cannot reasonably be accommodated on site, plus installation and two-year maintenance costs to the city. The quotes obtained shall clearly identify the required number of total replacement caliper inches, the number of~~

~~caliper inches for each replacement tree not able to be planted on site, and the species of tree.~~

TABLE 3.

D.B.H of Removed Tree Not Replaced	Contribution to Arbor Mitigation Fund
6" - 23"	$100.00 per inch not replaced*
24" and up (Specimen)	$200.00 per inch not replaced

* In lieu of the $100.00 per inch contribution for non-specimen trees not replaced, the applicant may submit a reasonable professional quote for the cost of the required replacement trees, plus installation costs, which may be deemed acceptable in the discretion of the City's arborist for purposes of determining the arbor mitigation fund contribution.

~~(e)~~ (g) Maintenance of replacement trees. All replacement trees shall be maintained in a healthy, living condition. Any such trees which die or become diseased or damaged within two (2) years of planting shall be replaced by the applicant. The city shall retain perpetual jurisdiction to ensure compliance with this requirement.

~~(f)~~ (h) Waiver. The board of adjustment may grant a waiver to provisions of this subsection where the applicant demonstrates that the literal interpretation of this section will deny the applicant reasonable use of the property or where such waiver can be demonstrated to be consistent with the purpose and intent of this section.

(6) *Land clearing.* The clearing of land includes the removal of trees and natural vegetation. The clearing of land is contrary to this ordinance except under the following conditions:

(a) Clearing of trails and transect lines.

(b) Clearing within a dedicated public or private easement or right-of-way for the purpose of construction, maintenance, or improvement of roadways, utilities, or drainage systems.

(c) Clearing of land for bona fide agricultural purposes.

(d) Clearing of land for which there exists an approved site plan or building permit and accompanying landscape plan.

(e) Other land clearing as approved by the city council

All land to remain bare for a period greater than sixty (60) days shall be seeded and/or mulched so as to prevent erosion and sedimentation.

(7) *Tree protection during construction.* During construction, protective barriers shall be placed so as to prevent the destruction or damaging of trees. Trees destroyed or receiving major damage shall be removed and replaced before occupancy or use unless approval has been granted under permit.

(8) *Tree exemptions.* The following tree species are exempted from these regulations:

(a) Schinus terebinthifolius (Brazilian Pepper).

(b) Melaleuca quinquenervia (Melaleuca, Cajeput).

(c) Metopium toxiferum (Poison Wood).

(d) Casvarina equisetfolia

Casvarina lepidophilia

Casvarina cumminghamiana (Australian Pine).

(e) Casvarina glauca (Brazilian Oak).

(f) Melaleuca leucadendra (Punk Tree).

(g) Enterlobium cyclocarpum (Ear Pod Tree).

(h) Morus Rubra (American Mulberry).

(i) Melia azedarach (Chinaberry).

(j) Citrus trees.

(k) All other undesirable trees, as specified in the Florida Exotic Pest Plant Council (FEPPC) Invasive Plant List.

(9) *Nuisances declared.* Any tree or trees that may be declared a nuisance or a threat to the health, safety, or welfare of the citizenry of the city and may be so deemed by the enforcement official. If declared a nuisance, the enforcement official shall, as provided in section 6-903 of the Code, cause notice to be served upon the owner to remove said trees. If necessary, the enforcement official may proceed to remove or abate the nuisance in the manner provided in section 6-903 of the Code.

(F) VARIANCES. Reserved.

(G) PENALTIES. Any person who violates this ordinance or causes such to be violated, shall be subject to action before the code enforcement board of the city. In addition to all other remedies set forth in ~~this section~~ the City Code or any applicable agreement between the city and a property owner, one (1) or more of the following civil fines shall apply to violations of this section:

(1) Failure to obtain a permit under subsection (E)(3): Fine of two hundred fifty dollars ($250.00) ~~per tree~~ for each day the person fails to obtain an after-the-fact tree removal permit after the time provided to comply by the code enforcement board or, if at least one specimen tree has been removed, five hundred dollars ($500.00) ~~per specimen tree removed~~ for each day the person fails to obtain an after-the-fact tree removal permit after the time provided to comply by the code enforcement board, or five hundred dollars ($500.00) per quarter acre of land cleared for each day the person fails to obtain an after-the-fact land clearing permit after the time provided to comply by the code enforcement board, whichever is greater~~, not to exceed five thousand dollars ($5,000.00)~~. Fines imposed for repeat violations shall be as provided in Chapter 162,

Florida Statutes, as may be amended. ~~The fine under this subsection is in addition to the fine provided in subsections (G)(2) or (3) for removal of a tree without a permit.~~ If the trees were removed or land was cleared in anticipation of a development project on the property, the City's Code Enforcement Board may, in its discretion, allow for up to one year for the developer to obtain approval of an after-the-fact tree removal permit in conjunction with approval of a site plan, site plan amendment, or subdivision preliminary plat approval. In order to obtain an after-the-fact tree removal permit, a tree survey shall be required as provided in this Section based on best available evidence of the trees that existed on the property prior to removal, such as aerial photographs. Restoration, replacement, and/or mitigation shall be required in order to obtain an after-the-fact tree removal or land clearing permit as provided in this Section, in addition to the aggravating penalties provided in subsections (G)(2), (3), (4), and/or (5) below.

(2) Notwithstanding the penalties in subsection (G)(1) for failure to obtain a permit, ~~Removal~~ for each individual tree removed ~~of a tree~~ without a permit: A fine ~~Fine~~ of ~~fifty~~ one hundred dollars (~~$50.00~~ 100.00) per caliper inch, not to exceed five thousand dollars ($5,000.00) per tree. Violations of this Section are considered irreparable and irreversible in nature. To the extent that a tree survey prepared during the course of applying for an after-the-fact tree removal permit reveals further inches removed, the City's Code Enforcement Board retains jurisdiction to adjust the fine.

(3) Notwithstanding the penalties in subsection (G)(1) for failure to obtain a permit, ~~Removal~~ for each individual specimen tree removed ~~of a specimen tree~~ without a permit: A fine ~~Fine~~ of one hundred fifty dollars (~~$100.00~~ $150.00) per caliper inch, not to exceed five thousand dollars ($5,000.00) per tree. Violations of this Section are considered irreparable and irreversible in nature. To the extent that a tree survey prepared during the course of applying for an after-the-fact tree removal permit reveals further inches removed, the City's Code Enforcement Board retains jurisdiction to adjust the fine.

(4) Notwithstanding the penalties in subsection (G)(1) for failure to obtain a permit, for each individual tree removed without a permit with inches removed unknown: A fine of five thousand dollars ($5,000.00) per tree. This subsection shall apply if trees are removed in a manner making it impossible to determine the number of inches removed, such as where all stumps of the trees are removed. Violations of this Section are considered irreparable and irreversible in nature.

(5) Notwithstanding the penalties in subsection (G)(1) for failure to obtain a permit, land clearing without a permit: A fine of five thousand dollars ($5,000.00) per each quarter acre cleared. This subsection may also be utilized if the number of trees removed cannot be determined. Violations of this Section are considered irreparable and irreversible in nature.

(~~4~~ 6) Notwithstanding the penalties in subsection (G)(1) for failure to obtain a permit, ~~Failure~~ failure to abide by a cease and desist order issued under this section: Fine of five hundred dollars ($500.00) per day.

* * *

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the City Code of the City of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2023.

_____
MICHAEL C. BLAKE
Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Effective Date: _____



Please contact us with changes or cancellations as soon as possible, otherwise no further action needed.

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Run Times: 1

No. of Affidavits: 1

Run Dates: 09/26/23

Text of Ad:

Ad#5832585 09/26/2023

CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:
ZONING TEXT AMENDMENT

PZ 23-0200008 Zoning Text Amendment | Ordinance 20-2023

A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XIII, SECTION 22, OF THE ZONING ORDINANCE OF THE CITY OF COCOA; AMENDING THE LANDSCAPING, LAND CLEARING, AND TREE PROTECTION AND REPLACEMENT STANDARDS OF THE CITY OF COCOA; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

PZ 23-0200007 Zoning Text Amendment | Ordinance 21-2023

A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW LARGE SCALE COMMERCIAL/MIXED-USE BUILDINGS ON CERTAIN PROPERTIES WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
October 4, 2023

CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON
October 10, 2023

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

General Notice Information:
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org . Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect

to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Legislation Details (With Text)

File #:	23-636	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/5/2023			**In control:**	City Council
On agenda:	10/10/2023			**Final action:**	
Title:	Pass on FIRST READING of Ordinance 21-2023, a Land Development Code Amendment to Appendix A, Article XI, Section 22 of the Zoning Ordinance of the City of Cocoa to allow Large Scale Commercial/Mixed-Use Buildings on certain properties within the Cocoa Waterfront Overlay District. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 21-2023.pdf Exhibit A - Proposed Update to Regulating Plan.pdf Exhibit B - 430 Brevard Av.pdf Exhibit C - 430 Brevard Zoning.pdf Exhibit D- 430 Brevard FLU.pdf Legal Ad (Ord 21-2023).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 5, 2023
Agenda Date: October 10, 2023
Prepared By: Stephen Noto, Planning Consultant
Through: Stockton Whitten, City Manager
Requested Action:
Pass on **FIRST READING** of Ordinance 21-2023, a Land Development Code Amendment to Appendix A, Article XI, Section 22 of the Zoning Ordinance of the City of Cocoa to allow Large Scale Commercial/Mixed-Use Buildings on certain properties within the Cocoa Waterfront Overlay District.

BACKGROUND:

The applicant, City of Cocoa, is requesting an amendment to Land Development Code Appendix A, Article XI, Section 22 of the Zoning Ordinance of the City of Cocoa to allow for Commercial/Mixed Use-Large Buildings (CL) on certain properties within the Cocoa Waterfront Overlay District Regulating Plan. The subject parcels proposed to be designated CL, which share the address 430 Brevard Ave., are located at the NE corner of Brevard Ave. and Church St., and consist of the following Brevard County Parcel ID numbers:

- 24-36-33-39-B-7
- 24-36-33-39-B-8

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- 24-36-33-39-B-11

The total acreage of the three parcels is 1.95 acres (collectively the “Subject Property”).

Future Land Use Designation: Current: Mixed-Use, MU

Zoning District: Current: Central Business District Cocoa Village Overlay, CBD-CVO

Existing Land Use: Mixed-Use Commercial Property, Multi-Tenant Office Building, Parking Lot

Waterfront Overlay Designation: Cocoa Village, CV

Council District: District 1 - Councilman Goins

Legal Ad Date: August 1, 2023

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	MU, Mixed Use	CBD-CVO, Central Business District Cocoa Village Overlay	Retail Stores/Mixed-Use Commercial Property
South	MU, Mixed Use	CBD-CVO, Central Business District Cocoa Village Overlay	Restaurant/ Professional Building
East	INST, Institutional; MU, Mixed Use	CBD, Central Business District	Cocoa Waterfront Park
West	MU, Mixed Use	CBD-CVO, Central Business District Cocoa Village Overlay	Office Building/Retail Stores/Mixed-Use Commercial Property

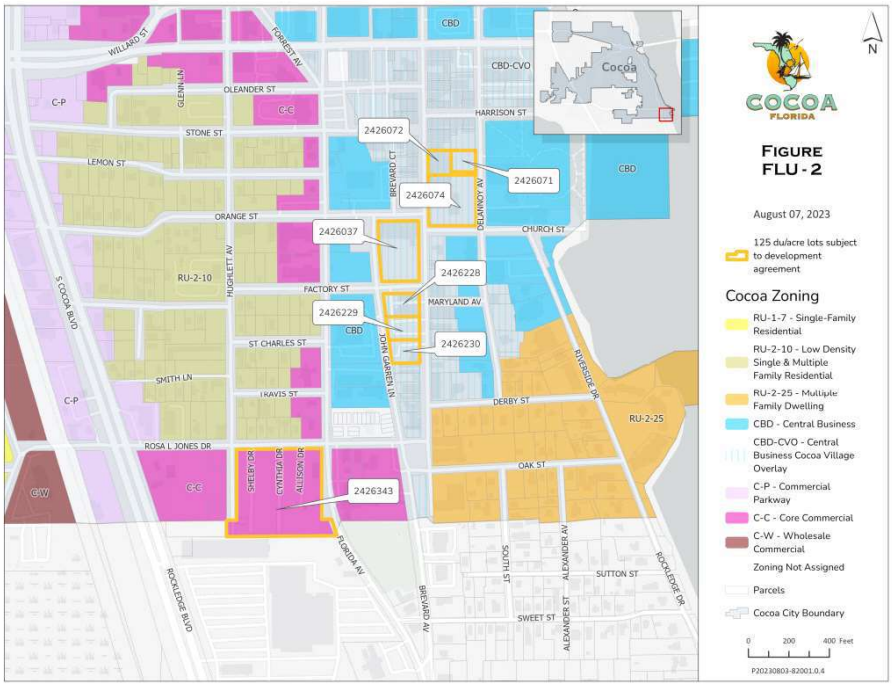
Background:

The proposed LDC amendment has been undertaken by the City of Cocoa at the request of Framework Group, LLC, who own the Subject Property noted above. The Planning and Zoning Board is required to make recommendations to the City Council regarding the proposed LDC amendments based on the criteria set forth in the Staff Analysis portion of this report.

Over the last several years, the City of Cocoa has created multiple policies that allow for unique and dense redevelopment opportunities with the City’s Community Redevelopment Area (CRA). The Mixed Use (MU), Future Land Use (FLU) Designation in the FLU Element of the City’s Comprehensive Plan states that the Mixed-Use land use category (MU FLU) “is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors.” The majority of parcels within the City that are designated as MU are generally located adjacent to certain portions of SR 520, US 1, Brunson Blvd., King St., and the Cocoa Village Area, as more accurately shown on the attached FLU Map.

The density that is generally allowed within the MU FLU category is 25 du/acre and includes a bonus of up to 5 du/acre if residential housing units are developed as part of a vertical mixed-use project, per FLU Element Policy 1.1.2.6, which brings the max du/acre total to 30 du/acre.

The City also adopted policies that allow for “vertically mixed-use projects” to occur in very limited geographical areas, specifically on +/- 8.82 acres within the Cocoa Village and South-End Subdistricts to develop at densities of up to 125 du/acre, subject to and conditioned upon a development agreement approved at the discretion of the City Council after consideration of many factors as outlined in Policy 1.1.2.6 via Ordinance 07-2022. The map below shows the location of those +/- 8.82 acres.



In addition, five parcels, totaling +/- 5.72 acres, including the recently added 915 Florida Ave. property, have been designated with a commercial/mixed use large (CL) building type on the Cocoa Waterfront Overlay District Regulating Plan, which allows vertically mixed-use buildings constructed to a maximum of eight (8) stories in height, again subject to approval of a Development Agreement by the City Council.

As provided in Ordinance 07-2023, the very limited geographical areas deemed conditionally appropriate for the 125 du/acre program were, in part, chosen because they currently consist of older, but non-historic, buildings and vacant property identified in the Cocoa Community Redevelopment Area’s Redevelopment Plan as particular catalytic sites in the Cocoa Village area for redevelopment.

The section below will detail a new request that is a result of the above policy strategies undertaken by the City.

Request:

The Framework Group, LLC, as the owner of the Subject Property noted on page 1 of this staff report, has requested that the City designate the Subject Property as “Commercial/Mixed Use-Large Buildings”, or “CL”, on the Cocoa Waterfront Overlay District Regulating Plan. This would allow the subject property to be developed with a “vertically mixed-use building” at a maximum of eight (8) stories in height, subject to and conditioned upon City Council approval of a development agreement following consideration of multiple factors.

Modifying the Cocoa Waterfront Overlay District Regulating Plan to ‘CL’ on this subject property will in no way vest any entitlements on the subject property, including any information related to the conceptual development program.

If this item is approved, and to take advantage of the density programming allowed by the ‘CL’ designation, Framework Group would be required to enter into a Developer’s Agreement (‘DA’) with the City and have that Development Agreement approved by the City Council. While those initial discussions have occurred, and Framework Group has applied for said DA, the details of the DA is not up for discussion or vote as part of this request.

The following analysis provides for technical detail related to the request and the potential impact to City services.

I. Staff Analysis

Pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the planning board shall consider and study:
a. The need and justification for the change.
b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

a. Need and justification for the change

Staff Finding: Currently, the tallest building that could be constructed on the Subject Property is a five-story, “commercial/mixed-use medium” building type in accordance with the Cocoa Waterfront Overlay District Regulating Plan. In order to achieve the 125 du/acre density, the building heights associated with “commercial/mixed-use medium”, which has a 5-story max, would not generate the building intensities needed to maximum the density allowed by the FLU designation. The proposed change would maximize the densities allowed by the Comprehensive Plan and achieve the goals as further detailed below.

The Cocoa Redevelopment Agency (Cocoa CRA) continues to seek major redevelopment opportunities to revitalize the Cocoa Community Redevelopment Area.

The Long-Range Land Use Concept Plan details three Catalyst Mixed-Use Development Sites that have been identified as under utilized due to “outdated land use or building design” and provided the following guidance for the Subject Property specifically:

> “430 Brevard Avenue (former Bank of America site): Determine status of potential time frame for redevelopment of the property and utilize former development studies as the

basis for attracting developers to consider the parcel at the corner of Church Street and Brevard Avenue."

The Subject Property is also noted as one of two "Medium Priority Projects" (Bank of America Site) as a Catalyst Mixed Use Redevelopment Site. Within the section describing Cocoa Village: "Significant redevelopment opportunities exist at several sites in the Village, including Bank of America, the former City Hall and Sun Trust Bank sites." The proposed change also conforms with the following from the 2022 CRA Plan Update:

Goal III: Prevent the future occurrence of slum and blight.

Objective 1: As warranted, work with the Planning & Zoning staff, Planning and Zoning Board, and the City Council to revise the zoning classifications and the land development regulations within the redevelopment district based on the adopted overlay district to encourage a high degree of design and development standards for new construction and rehabilitation. Ensure that new development consists of appropriate land uses that will stabilize and enhance the overall quality of life of the area in order to achieve the desires and interests of its residents and property owners.

Goal IV: Encourage the acquisition, demolition, and reuse of those properties, which, by virtue of their location, condition, or value no longer function at their highest potential economic use and are currently depressing the value and viability of the uses in the near vicinity to them.

Objective 2: Encourage partnerships among the property owners, the private sector and the public sector in order to implement proposed redevelopment projects which will achieve public goals.

Goal V: Maintain the unique and positive character of the sub-districts while promoting economic vitality of each.

Objective 3: Make the redevelopment area competitive with major activity centers in Brevard County while maintaining its unique character.

Objective 4: Expand the economic base of the district retaining existing jobs while creating new diverse employment opportunities.

Objective 5: Create investment opportunities which will increase the tax base thereby generating additional revenues to finance actions which support CRA goals.

Goal VI: Market the CRA as a major destination point in the Central Florida Region.

Objective 5: Promote the redevelopment area as a unique center of activities that include a full range of commercial, office, institutional, community, residential, and neighborhood service facilities as well as the Cocoa Village Playhouse, arts and entertainment.

Goal VIII: Encourage innovation in land planning and site development techniques.

Objective 1: Work with the City and Planning and Zoning Board to include Mixed Use Developments within the Cocoa Overlay District, where appropriate.

Objective 2: Work with the City and Planning and Zoning Staff in the development of performance standards to be used within the CRA which will provide incentives and/or bonuses for developer proposals that provide for creative design and amenities.

Objective 3: Achieve the on-site mixing of residential and commercial uses in appropriate locations as determined by the community.

Objective 4: The CRA will promote mixed-use development patterns in new projects to provide greater diversity of use in close proximity of one another to promote reduced dependence on automobiles, and increased use of pedestrian and bicycle travel.

Goal XIII: Encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the CRA.

Objective 1: Identify and encourage areas where private interests can develop housing and the necessary support infrastructure in the CRA.

Objective 3: The City shall promote mixed-use developments that include provisions for a wide variety of housing types and price ranges.

The City Council will consider factors such as economic and social benefits to City and CRA, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the Cocoa Village and South End when a particular development project is proposed and prior to approving a Development Agreement request to achieve the maximum of eight stories, in its sole discretion.

The proposed amendment is not contrary to the goals and objectives of the Waterfront Master Plan, Cocoa CRA Redevelopment Plan, or the Comprehensive Plan MU FLU policies. The proposed change allows for zoning bulk requirements that are more in line with the existing density policies which allow for up to 125 du/acre.

It should also be noted that the Subject Property is adjacent to the Waterfront Subdistrict of the Cocoa Waterfront Overlay District, which already allows for commercial mixed-use large building types with eight stories, without the need for a development agreement.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Staff Finding:
Since the zoning district will not change, there will be no conflict with the comprehensive plan.

This amendment is consistent with the following policies:

Future Land Use Element, Policy 1.1.2.6 Mixed-Use (MU). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development.

Future Land Use Element, Objective 1.2.1: Smart Growth Principles. New development in the City shall incorporate “Smart Growth” principles that will lead to compact development standards as opposed to conventional development standards that encourage urban sprawl.

Future Land Use Element, Policy 1.2.1.6: New development, as well as infill development shall provide interconnected street grid networks, where feasible, to disperse traffic and encourage walkability. Developments may include a hierarchy of narrow streets, boulevards, and alleys; high quality pedestrian networks; designs that encourage a greater use of bicycles, rollerblades, scooters and walking as daily transportation; connectivity to public transit; and a land use mix that demonstrates reduced external trips by encouraging internal trips.

Future Land Use Element, Figure FLU-1

Housing Element, Goal 3.1: The City shall encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the City.

Objective 3.1.1, Housing Supply: Assist the private sector to create additional units and preserve existing units to satisfy the projected demand of dwelling units of various types, sizes, and costs which will be needed to house the City's anticipated population through the planning horizon.

Policy 3.1.1.1: The City’s Future Land Use Map shall provide adequate lands to accommodate the projected housing growth.

Policy 3.1.1.2: The City shall continue to provide land use designations and zoning districts on the Future Land Use and the Official Zoning Maps to ensure a variety of housing types including single family, duplex, and multifamily are allowed within the City.

Policy 3.1.1.6: The City shall promote mixed-use developments that include provisions for a wide variety of housing types and prices.

GOAL 3.7: The City shall promote opportunities for the creation of housing and infill development within the City.

Objective 3.7.1, Infill Development: The City shall continue to promote infill housing development by supporting alternative development standards where appropriate and feasible.

Staff recommends approval of the first reading of Ordinance 21-2023.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

Approved at the October 4, 2023 Planning and Zoning Meeting

RECOMMENDED MOTION:

Pass on **FIRST READING** of Ordinance 21-2023, a Land Development Code Amendment to Appendix A, Article XI, Section 22 of the Zoning Ordinance of the City of Cocoa to allow Large Scale Commercial/Mixed-Use Buildings on certain properties within the Cocoa Waterfront Overlay District.

ORDINANCE NO. 21-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW LARGE SCALE COMMERCIAL/MIXED-USE BUILDINGS ON CERTAIN PROPERTIES WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the City Council desires to amend the Cocoa Waterfront Overlay Regulating Plan and Appendix A, Article XI, Section 22 – Cocoa Waterfront Overlay District, Cocoa Village Subdistrict, to allow for Commercial/Mixed-Use Large (CL) Building types to be developed on certain properties where indicated on the Regulating Plan in the Cocoa Village Subdistrict; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings of the City Council of the City of Cocoa.

Section 2. **Regulating Plan Amendment.** Appendix A, Zoning, is hereby amended to delete the Regulating Plan set forth in Article XI, Section 22(G), City Code, and replace it with the Regulating Plan attached hereto as **Exhibit "A"** and fully incorporated herein by this reference.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of other ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation into Code.** This Ordinance shall be incorporated into the City Code of the City of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2023.

_____
MICHAEL C. BLAKE
Mayor

ATTEST:

_____
MONICA ARSENAULT
Interim City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Second Reading: _____

EXHIBIT A

REGULATING PLAN

EXHIBIT "A"

Proposed Update to Regulating Plan

City of Cocoa - Waterfront Overlay District

Cocoa, FL

9/18/2023

Sub-district	Allowable Building Type													
	Homestead	Estate	House	Cottage	Townhouse	Apartment Building	Courtyard Apartment	Comm/Mixed *Small	Comm/Mixed *Med	Comm/Mixed *Large	Single-Story Commercial	Large Format Commercial	Institutional	Civic
	HO	ES	HS	CO	TH	AB	CA	CS	CM	CL	SC	LF	IT	CI
Cocoa Village (CV)				○	○	●	●	●	●	○ (3)	○		●	○
Heart of Cocoa (HC)		●	●	●	●(1)		●	(2)					●	
King/Willard Corridor (KW)			○		○	○	○	●	●		●		●	
Uptown Neighborhood (UN)		●	●	●	●								●	○
South of the Village (SV)	●	●	●	●	●	○	○	○					●	
South End (SE)				●	●	●	●	●	●	○ (3)	○		●	
Waterfront (WF)					●	●	●	●	●	●	○		●	○
North of Village (NV)					●	●	●	●	●		○	○	●	

○ Allowed only where indicated on Regulating Plan

● Allowed throughout Design District

* New development within the Comm/MXD use district may be developed as either commercial or mixed use.

1. Townhomes allowed up to four per building.
2. Consistent with the Substitute Consent Decree as ordered on January 28, 2009.
3. Development of Commercial/Mixed Use-Large building types in this design district shall require a development agreement approved subject to the discretion of the City Council after consideration of the following factors: economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the special and distinctive character of Cocoa Village and respective subdistrict, and other similar relevant factors.

Waterfront Overlay
Sub-Districts:
- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)
- Consent Decree Area

Additional building type allowed for this parcel only

Required minimum and maximum street setback (in feet)

Break in street setback dimension

Right of way line (beginning point of street setback measurment)

Internal Lot Line



430 Brevard Av Location

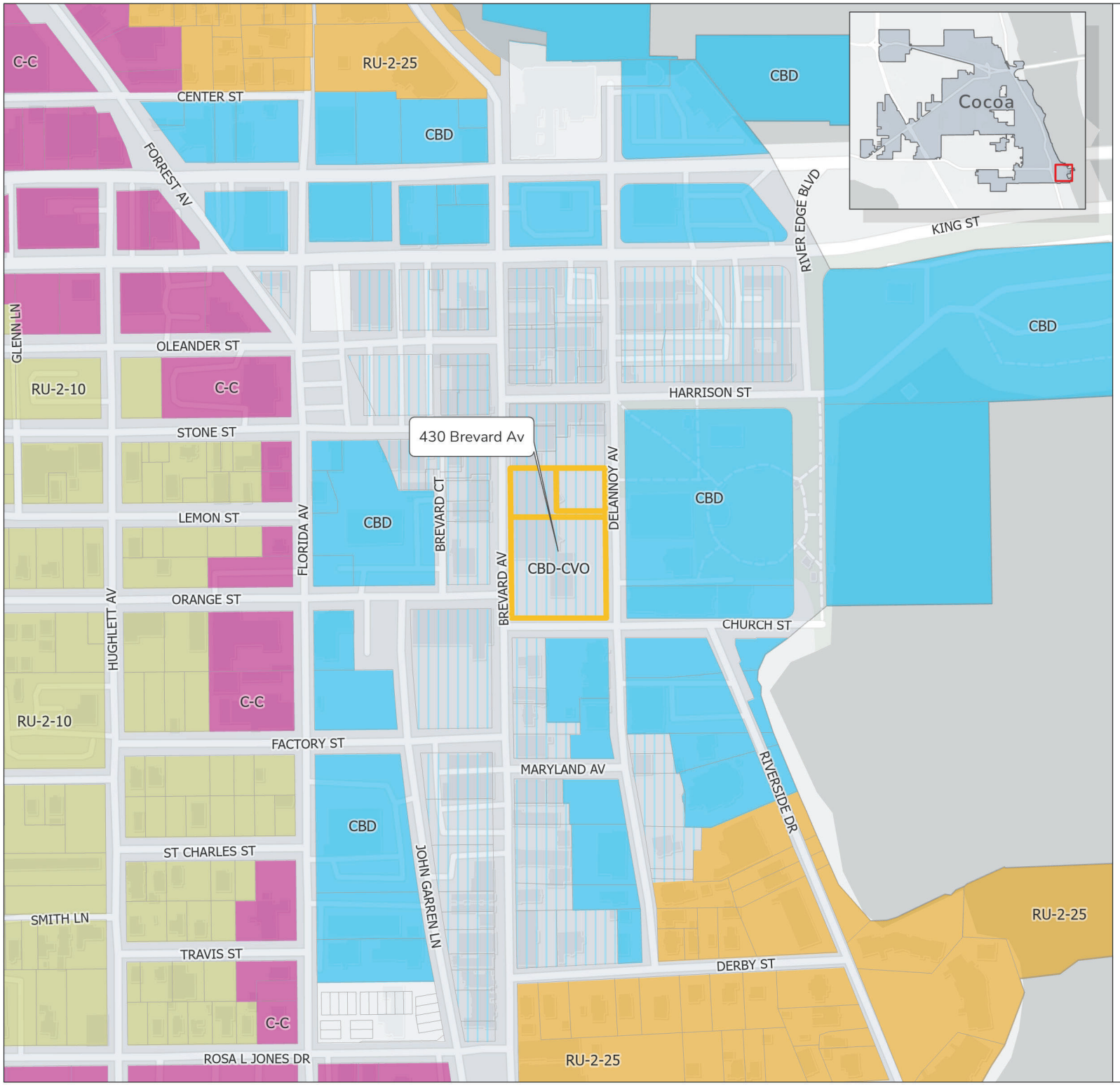
September 18, 2023

- Subject Parcels
- Parcels
- Cocoa City Boundary

N

0 200 400 Feet

P20230914-84001.0.1



430 Brevard Av Zoning

September 18, 2023

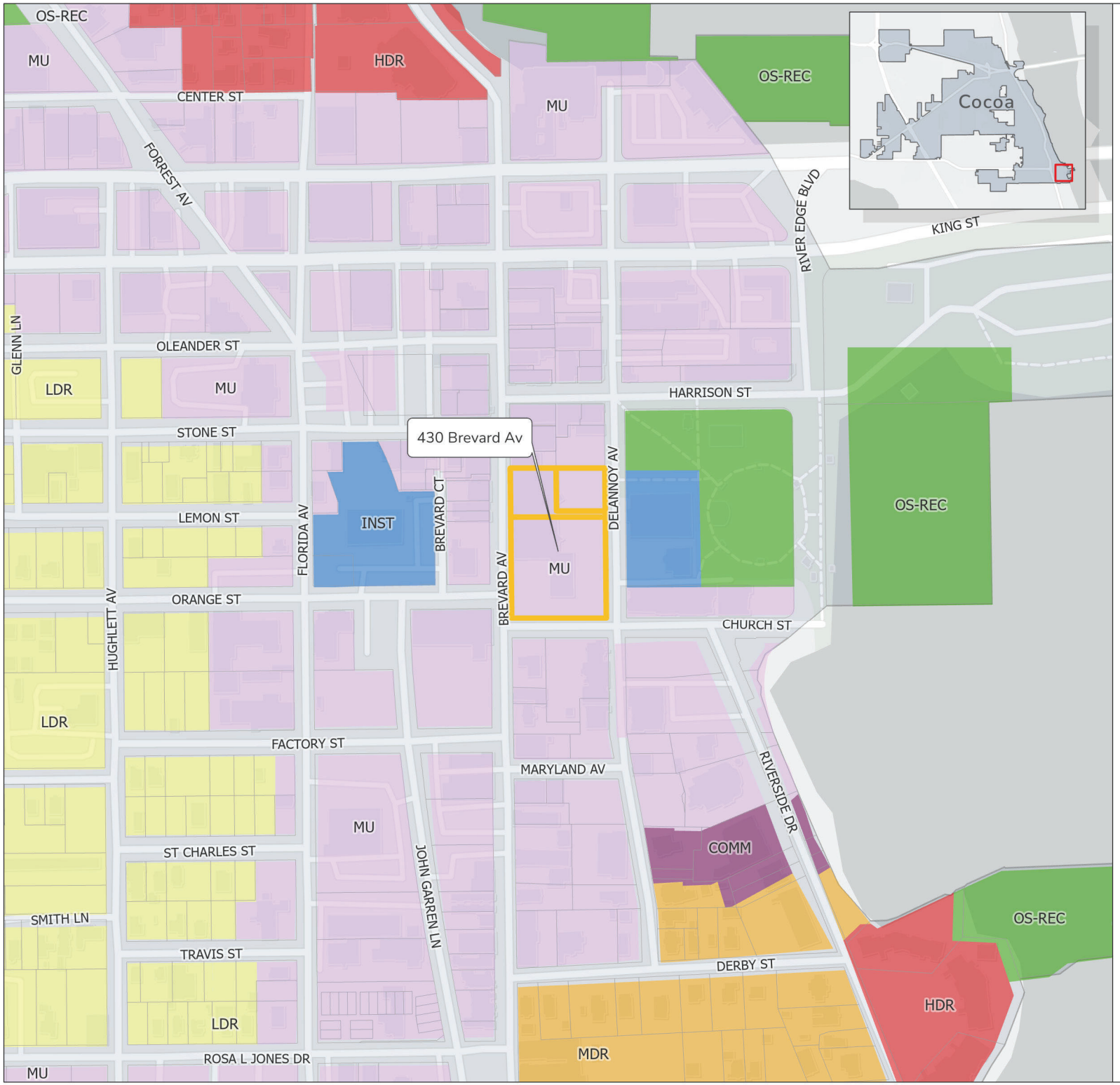
- Subject Parcels

Cocoa Zoning

- RU-2-10 - Low Density Single & Multiple Family Residential
- RU-2-25 - Multiple Family Dwelling
- CBD - Central Business
- CBD-CVO - Central Business Cocoa Village Overlay
- C-C - Core Commercial
- Zoning Not Assigned
- Parcels
- Cocoa City Boundary

0 200 400 Feet

P20230914-84001.0.2



430 Brevard Av Future Land Use

September 18, 2023

N

Subject Parcels

Future Land Use

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Mixed Use
- Institutional
- Recreation/Open Space

Parcels

Cocoa City Boundary

0 200 400 Feet

P20230914-84001.0.3



Please contact us with changes or cancellations as soon as possible, otherwise no further action needed.

PUBLICATION	TOLL-FREE	Local #	Email
Florida Today	888-516-9220	321-242-3632	BRELegals@gannett.com

Customer: CITY OF COCOA - TE

Address: 65 STONE STREET
COCOA FL 32922
USA

Ad No.: 0005832585

Pymt Method Invoice

Order Amount 312.80

Run Times: 1

No. of Affidavits: 1

Run Dates: 09/26/23

Text of Ad:

Ad#5832585 09/26/2023

CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:
ZONING TEXT AMENDMENT

PZ 23-0200008 Zoning Text Amendment | Ordinance 20-2023

A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XIII, SECTION 22, OF THE ZONING ORDINANCE OF THE CITY OF COCOA; AMENDING THE LANDSCAPING, LAND CLEARING, AND TREE PROTECTION AND REPLACEMENT STANDARDS OF THE CITY OF COCOA; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

PZ 23-0200007 Zoning Text Amendment | Ordinance 21-2023

A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW LARGE SCALE COMMERCIAL/MIXED-USE BUILDINGS ON CERTAIN PROPERTIES WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
October 4, 2023

CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON
October 10, 2023

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

General Notice Information:
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org . Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect

to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Legislation Details (With Text)

File #:	23-596	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/20/2023			**In control:**	City Council
On agenda:	10/10/2023			**Final action:**	
Title:	Approval of the requested street closure outside of the central business district. (Communication & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	MOT Road Closure 12-2-2023.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 20, 2023
Agenda Date: October 10, 2023
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Samantha Senger, Director of Communication and Economic Development
Requested Action:
Approval of the requested street closure outside of the central business district.

BACKGROUND:

Per the Special Events Ordinance all street closures must be approved by City Council. This street closure request is outside of the central business district (CBD) and does not count towards that total allowed of 24 closures inside the CBD.

Family Promise of Brevard, Inc. Big Brunch, Saturday, December 2, 2023 7:00am-6:00pm
First Street: Between Peachtree Street and Main Street
Total Closure-One Day

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens

BUDGETARY IMPACT:

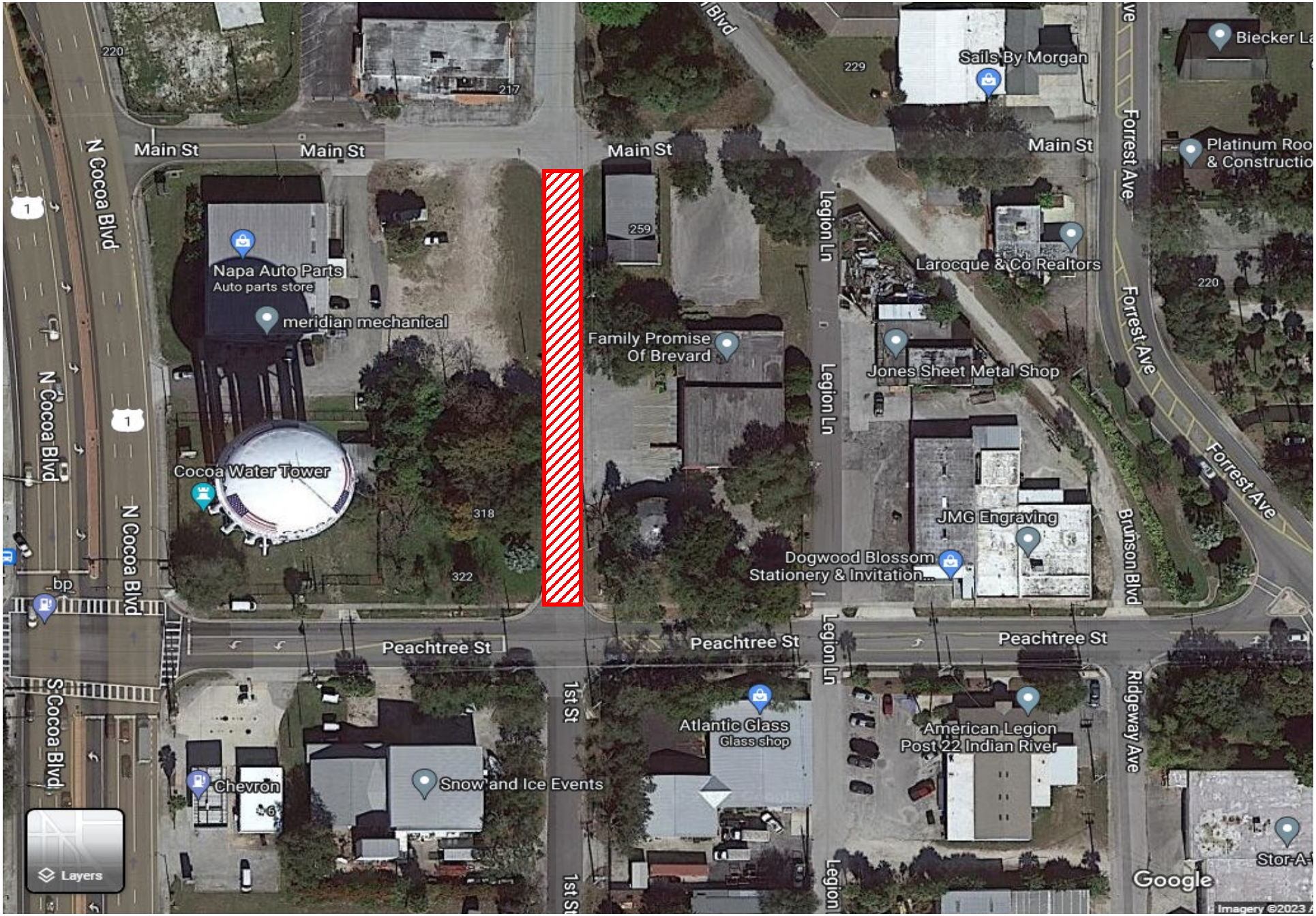
The City receives $50.00 for each group that requests a street closure.

PREVIOUS ACTION:

The 2023 Road Closure requests were approved last year on December 13, 2022. This is a new request.

RECOMMENDED MOTION:

Approval of the requested street closure outside of the central business district


Main St
Main St
Main St
Main St
N Cocoa Blvd
N Cocoa Blvd
N Cocoa Blvd
S Cocoa Blvd
Napa Auto Parts
Auto parts store
meridian mechanical
Cocoa Water Tower
Family Promise
Of Brevard
Legion Ln
Legion Ln
Legion Ln
Sails By Morgan
Larocque & Co Realtors
Jones Sheet Metal Shop
Forrest Ave
Forrest Ave
Forrest Ave
Platinum Roo
& Constructio
JMG Engraving
Dogwood Blossom
Stationery & Invitation...
Brunson Blvd
Ridgeway Ave
Peachtree St
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Atlantic Glass
Glass shop
American Legion
Post 22 Indian River
Chevron
Snow and Ice Events
bp
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Legislation Details (With Text)

File #:	23-640	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/6/2023			**In control:**	City Council
On agenda:	10/10/2023			**Final action:**	
Title:	City Council Bi-Weekly Report (September 22 - October 5, 2023)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council Update Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 6, 2023
Agenda Date: October 10, 2023
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
City Council Bi-Weekly Report (September 22 - October 5, 2023)

BACKGROUND:

Enter text here

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

powered by Legistar™

N/A

powered by Legistar™

Office of the City Manager
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8660

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: September 22 – October 5, 2023

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

Administrative Services

- Records request stats: 17 received/ 15 closed out - $0 collected in fees
- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
- New employees
  - Brian Fredette – Police Officer, Police/Administration, September 25, 2023 (Rehire)
  - Edward Hartzell – Police Officer, Police/Administration, September 25, 2023 (Rehire)
  - Bryan Stillwell – Police Lieutenant, Police/Administration, October 2, 2023
- Recent promotions
  - Christian Pyne – Police Officer, Police/Administration, September 21, 2023
  - Liam Corbley – Police Officer, Police/Administration, September 21, 2023
  - Shawn Wedlowe – Police Officer, Police/Administration, October 4, 2023
  - Christopher Moderson – Police Sergeant, Police/Administration, October 9, 2023
  - Christopher Horn – Senior Back-flow Technician, Utilities/Water Field Operations, October 9, 2023
- Key retirements
  - N/A

Communication and Economic Development

- New news releases:
  - Cocoa PD Partners for Mobile Response Program
  - Business Sponsorships Available for 2023 Cocoa/Rockledge Holiday Parade
  - Councilwoman Koss Appointed to Serve on FLC Legislative Policy Committee
- Media Stories:
  - Officials, residents hoping to have Brightline station in Brevard County
  - Cocoa Police Set for National Night Out on Tuesday at Provost Park
  - Cocoa Police Department Swears-In Two New Police Officers
  - Cocoa Police Chief Evander Collier IV Swears in New Police Officers
  - SCAM ALERT: Cocoa Police Warn Residents of Scammers Pretending to be Police in Phone Call Scam
- Upcoming Events:
  - October 9, 2023: Gilmore Park Community Meeting, 6pm, National Guard Armory
  - October 17, 2023: District 4 Town Hall Meeting, 6pm, Brevard Museum
  - October 24, 2023: Council Business Tour, 11a-4p
  - November 1, 2023: Groundbreaking Ceremony for the Michael C. Blake Subdivision, 9:30am
  - December 2, 2023: Centennial Celebration for the Harry T. Moore Center, 5-8p
- Social media/e-newsletter statistics
  - Facebook
    - Post reach: 11,199
    - Post engagement: 2,223
    - Followers: 15,152
  - Twitter
    - Impressions: 2,957
    - Followers: 3,171
  - LinkedIn
    - Post impressions: 719
    - Followers: 1,137
  - NextDoor
    - Impressions: 1,469
    - Members: 4,407
  - October e-newsletter (Sent 9/1/23)
    - Sent to 677 contacts
    - 45% open rate (average open rate for e-mail marketing in 2022 is 17%)
  - Next printed FYI Newsletter mails January 1, 2024.
- Upcoming special events at Leisure Services facilities:
  - **Annual Historic Cocoa Village Main Street Fall Art & Craft Fair**
    - October 21-22, 2023, 10am-4pm
    - Riverfront Park and Cocoa Village
  - **Cocoa's Fall Festival**
    - October 28, 2023, 3-7p
    - Riverfront Park
  - **Historic Cocoa Village Main Street – Inaugural Halloween Golf Cart Parade**

- October 28, 2023, 7-9p
- Cocoa Village

Community Services - update 10/5/23 (September 1-30)

- **New businesses – September 1-30**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District
The Last Clip Joint LLC	950 N Cocoa Bvld Suite 104, 32922	1	0	2
Dream Foods 2022 LLC DBA Marco's Pizza	2301 Highway 524 Suite 105, 32926	4	4	3
Nova's Gift Shop LLC	310 Brevard Ave Suite 118A, 32922	1	0	1
Bachand & Bachand PA	595 N Cocoa Bvld Suite 1, 32922	4	0	2
Delena Beauty Studio LLC	1611 N Cocoa Blvd Suite A & D, 32922	1	0	2
Advanced Backflow Testing LLC DBA Advanced Plumbing and Backflow Testing	238 Peachtree St Suite 105, 32922	1	0	1
Home Business BTR	**Physical Address**	**# FT Employees**	**# PT Employees**	**Council District**
Marvin Applegate LLC	1005 Montclair Rd, 32922	0	0	2
Y & A Asphalt Maintenance & Sealcoating LLC	2013 Rollins Dr, 32922	1	1	4
The West Group DBA Blu Baboon	320 Belmont Dr, 32922	3	0	4

- **Permit/Inspection stats**

Fiscal Year 2022 Permits – 1443 Fiscal Year 2023 Permits – 1400

Permits down 2% from FY 2022

Fiscal Year 2022 Inspections – 6036 Fiscal Year 2023 Inspection – 3561

Inspections down 41% from FY 2022

Finance

- No report.

Fire Department

- FireBlast training trailer remains at PRIDE getting body work completed.
- Chief Hennessey and Chief Lamm attended F-ROC training course with FDEM Staff.
- Recruit Firefighters continue to improve in EMS skills and are fitting in with the crews.
- Multiple Public Relations events attended by crews.
- T-32 down for repairs. Estimated cost of $13,000 dollars.
- Working on PO's for the new budget year.

Information Technology

- Project updates/highlights
  - PD Server hardware successfully upgraded
  - ITB for replacement Storage Area Network (SAN) closed and bids were opened
  - EFSC intern has begun in IT
- Helpdesk stats as of 9/8/2022
  - 86 open helpdesk tickets
  - 479 new tickets opened in last 30 days
  - 462 tickets closed/resolved in last 30 days
  - 4844 tickets opened in last 365 days

Police Department Updated 9/08/23

- Activity/Event highlights
  - Swearing in an officer 9/11
  - Matthew Hope Meeting 9/13
  - League of Women Voter's event 9/14

- Swearing in of 2 officers 9/20
- CRIMES meeting 9/20

- New project/training updates
  - Pimentel/Moderson Line supervisor class 9/11-9/15

- Chief's walk highlights
  - None

- Community engagement highlights/events
  - Cops and Cookies reading event 9/14

- Call stats-Crime Stats: January 1, 2023- September 17, 2023 (For comparison purposes January 1, 2022- September 4, 2022, data is also included)
  - Property Crimes Offenses have decreased by 5%.
  - Violent Crime Offenses increased by 2% compared to YTD 2022.
  - Overall, crime offenses have decreased by 4%.
  - Calls for Service decreased 1% (53,355 in 2022 compared to 53,298 in 2023)

- Code Enforcement stats/highlights/Activity:

Active Cases	226
Complied Cases	92
Code Board Cases scheduled for	6
Snipe Signs Pulled	23

Highlights:

- Working multiple issues in the village
- Sweeping Broadmoor Acres

Other Facts:

- Still Working with DEP and Building Dept. on the development of the property at the corner of Dixon and Indian River Drive (Wetlands)

Public Works

- Major project updates
  - Fiske and Broadmoor Acres – City Manager signed the contract modification with FEMA for additional funding
  - Parks Projects
    - Provost – Received GMP for the proposal for the Provost Park Project
- Work order stats (received/closed)
  - 133 received
  - 138 closed
  - Residential Bulk Green Waste Requests: 25
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
  - FDOT
    - SR 524 PD&E Study (437983-1) – In Progress
    - SR 501 Safety Project (447085-1) – Construction June 2023
    - SR 528 Widening and Reconstruction (407402-3) – In Design
    - SR 520 Safety Project Cox to Aurora (445689-1) - Construction July 2023
    - SR 520 Safety Project Aurora to Causeway (442885-1) - Under Construction
  - Brightline/FEC
    - Testing is in progress

Utilities

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects
- Operations - September
  - Issued Work Orders – 1,149
  - Completed Work Orders – 1,065
  - Hydrants Flushed – 403
  - Valves Exercised – 412
  - Utility Locate Requests – 2,060