City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, September 28, 2021

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 21-634 Approve the Agenda for the Regular Meeting of September 28, 2021, as presented or with amendments.

Attachments: 09-28-2021 Short Agenda ADA.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

III.1 21-635 Presentation of a plaque by Theresa Clifton with the Brevard Humane Society to Officer Dan Rhoades and K9 Bear. (Theresa Clifton)

III.2 21-643 Proclamation: "Get Vaccinated Brevard". (Mayor Blake)

Attachments: Get Vaccinated Brevard.pdf

III.3 21-644 Approve Proclamation declaring the month of October 2021 as National Cybersecurity Awareness Month. (Chief Technology Officer)

Attachments: Cyber Security Awareness Month 2021.pdf

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 21-574 Approve Task Order No. 2021-17 to Jacobs Engineering Group, Inc. to Provide Program Management/ Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending the Approval of the FY2022 Budget. (Utilities Director)

Attachments: Task Order 2021-17 Cocoa Pr Mgt FY 2022 for Water Supply and Water Treatm
AGREEMENT.pdf
Jacobs COI Exp. 7.1.22.pdf
TO-JACOBS 2022-17 $374956.00 - UT-Dyal.pdf
RFQ-20-03-COC TRACK SHEET.pdf

V.2 21-575 Approve Task Order No. 2021-21 to Jacobs Engineering Group, Inc. to Provide Engineering Services for the Design and Permitting of a New Ammonium Sulfate Storage and Feed System at the Viera Booster Station, Project No. WS21VP. (Utilities Director)

Attachments: TO-JACOBS 2021-21 $84494.00 - Util-Dyal.pdf
PROPOSAL.pdf
AGREEMENT.pdf
RFQ-20-03-COC TRACK SHEET.pdf
TRACK SHEET.pdf
Jacobs COI Exp. 7.1.22.pdf

V.3 21-606 Authorize the City Manager to approve the annual purchase orders for electrical utilities as they relate to electrical consumption only and Verizon for the Police Department for FY2022, pending the approval of the FY22 Budget.

V.4 21-609 Approval for the City to apply for the Florida Department of Environmental Protection's Division of Water Restoration Assistance (DWRA) Nonpoint Source Grant funds in the amount of $650,000 for the Riverfront Park Drain Field Improvements Project with 50% match. (Public Works Director)

Attachments: City of Cocoa - Section 319(h) Nonpoint Source Grant Application.pdf
Riverfront Park Drain Field Improvements Internal Grant Application - 091621 (0

V.5 21-610 Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal Flo Liquid Lime from Burnett Lime Co., Inc., Campobello, SC and LT27 Polymer from Fort Bend Services, Inc., Stafford, TX for the Dyal Water Treatment Plant and the Jerry Sellers Water Reclamation Facility for FY2022; To Approve the Second Amendment to Purchase Agreement with 1) Matheson Tri-Gas, Inc., Irving, TX for Carbon Dioxide, 2) Kemira Water Solutions, Inc., Bartow, FL for Ferric Sulfate, and 3) Allied Universal Corp., Miami, FL for Sodium Hypochlorite; To Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2022 Budget for Chemicals; Pending Approval of the FY2022 Budget. (Utilities Director)

Attachments:
- Resolution - Sole Source - Chemicals 2022.doc
- B-20-01-COC Allied 2nd Amendment.pdf
- B-20-01-COC Kemira 2nd Amendment.pdf
- B-20-01-COC Matheson 2nd Amendment.pdf
- Exhibit A - Chemicals.xlsx
- Exempt Vendor Listing FY21.pdf

V.6 21-611 Approve Task Order 2022-22 with Jacobs Engineering Group (Jacobs) for the Sea Ray Drive Bridge 36-Inch Water Main Crossing Relocation Design and Permitting Services; Pending Approval of the FY2022 Budget. (Utilities Director)

Attachments:
- TO-JACOBS 2022-22 $305,867.00 - UT-ENGIN.pdf
- TO 2022-22 Sea Ray Drive_Sykes Creek WM Crossing.pdf
- 02_05_2020 Agreement for Continuing Engineering Services for Water System.
- Jacobs COI - Exp 7-1-22.pdf

V.7 21-622 Approve Task Order 2022-22 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Design at the Jerry Sellers Water Reclamation Facility; Pending Approval of the FY22 Budget. (Utilities Director)

Attachments:
- TO-CAROLLO 2022-22 $163646.12 UT-Sellers.pdf
- PROPOSAL.pdf
- AGREEMENT WITH RENEWAL.pdf
- TRACK SHEET.pdf
- COI -Carollo - Expires 07.04.2022.pdf

V.8 21-630 Approve and authorize the City Manager to execute a Changer Order to the Space Coast Auto Supply Purchase Order #77828 for the NAPA IBS Operational Services and Inventory Management Solutions. (Public Works Director)

Attachments: 77828.pdf
BAF-3540- (8-11-21)-FY21.pdf

V.9 21-636 Approve an Addendum to the Current Soda Ash Chemical Contract the City of Cocoa has with Genesis Alkali LLC located at 1735 Market Street, Philadelphia, PA 19103, for the Purchase of Soda Ash for an Additional Sixty (60) Days for the convenience of the City of Cocoa. (Utilities Director)

Attachments: Soda Ash Amendment #2 Extension signed by GA 09212021 ELJ.pdf

MULTI-YEAR CONTRACTS:

V.10(b) 21-569 Approve entering into a multi-year piggyback agreement for an initial 3 year term from 2021-2024 (with two (1) year renewals), with East Coast Fence and Guardrail of Brevard, LLC., utilizing Brevard County Contract B# 21-452-B-JW for on demand fencing and guardrail services. Authorize the City Manager to sign the contract(s) and renewal(s) for each subsequent fiscal year. (Public Works Director)

Attachments: ITB 21-452-B-JW Fencing Contracting Services (Maintenance).pdf
PARTICIALLY EXECUTED Standard Form for Piggyback(ITB 21-452-B-JW Fer
School Board of Brevard County Contract No ITB 21-452-B-JW Fencing.pdf
SIGNED E-Verify Affidavit.pdf

V.11(b) 21-599

Approve Staff's recommended ranking of bidders for Contract Mowing RFP 21-26-COC and award an initial three-year multi-year agreement to the highest two ranked bidders beginning in Fiscal Year 2022, U.S. Lawns in the amount of $210,944 for Mowing Areas #2 and #3; and Perfection Lawn & Tree Service in the amount of $195,047 for Areas #1 and #4. Authorize the City Manager to sign the contracts and issue the related purchase orders. Approve a Contingency Resolution and Authorize the City Manager to issue related contingency change orders as necessary not to exceed 9.7% of the total contract value, $39,381.13. Pending the approval of the FY2022 Budget. (Public Works Director)

Attachments:
Contingency Resolution.docx
Addendum_1_RFP-21-26-COC_Contrac_Mowing_Services_Executed.pdf
Exhibits_-_Mowing_Areas (1).pdf
Pre-Bid_Meeting_Sign_In_Sheet_P-21-26-COC.pdf
Public_Ad_Invitation_to_Bid.pdf
RFP_21-26-COC_City_of_Cocoa_-_Contract_Mowing_Services_.pdf
Bid Summary.pdf
Notice of Award - Perfection Lawn and Tree Svcs - Area s 1 & 4.docx
Notice of Award - US Lawns Areas 2 & 3.docx
P-21-26-COC Price Proposal Bid Verification Sheet.pdf
Perfect Lawn & Tree Service.pdf
Perfection amended price_signed by vendor.pdf
Score sheet - FINAL .pdf
US Lawns A - Firm Qualifications & Experience.PDF
US Lawns B - Similar Projects.PDF
US Lawns C - Project Approach.PDF
US Lawns D - RFP Solicitation Response.PDF
US Lawns E - Fee Schedule.PDF

V.12(b) 21-642

Approval of the renewed multi-year agreement with Target Solutions Learning, LLC for a city-wide Learning Management System effective October 1, 2021 through September 30, 2024, with approval to waive competitive quote requirement, and authorize the City Manager to approve the final terms and conditions of the agreement and execute the final agreement upon final approval by the City Attorney as to legal form and sufficiency. (Administrative Services Director)

Attachments:
Exemption to Competitive Bid Form (Target Solutions 10-1-21).pdf

VI. PUBLIC HEARINGS:

VI.1 21-631 Ordinance No. 13-2021/2nd and Final Reading: Regarding updates to the Special Events Ordinance. (Asst. to the CM/ PIO)

Attachments: Ordinance No. 13-2021 Special events code changes DRAFT (002).docx
Legal AD Proof.pdf

VI.2 21-640 Approve Resolution 2021-087 adopting the Final Millage Rate of 6.4532 mills for the City of Cocoa Fiscal Year 2022 commencing on October 1, 2021 and ending on September 30, 2022, which represents an increase of 9.84% over the rolled-back rate of 5.8749.

Approve Resolution 2021-088 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2022 commencing on October 1, 2021 and ending on September 30, 2022.

Attachments: Resolution Adopting the Final Millage Rate 2021-087.doc
Resolution Adopting the Final Budget 2021-088.doc
FY 2022 Budget.pdf
Classification - Pay Grade FY 2022.pdf
Classification - Pay Grade FY 2022 Public Safety.pdf

VI.3 21-645 Approve a Settlement Implementation Agreement between Beachline Partners, LLC and the City of Cocoa including a preliminary site plan, amenities and amenities schedule, construction timeline, utilities requirements and other development matters for a residential subdivision, commonly known as the former “Barrera Shores” or “Silvestri Property”, to implement that Stipulated Settlement Agreement, made and entered into December 11, 2007 and recorded in the Brevard County Official Records Book 5837, Page 2226: Parcel #: 24-35-10-00-502; To the extent necessary, authorize the City Manager and City Attorney to complete any outstanding technical issues and record the Agreement. (Interim Community Services Director)

Attachments: Beachline Partners Settlement Implementation Residential Subdivision Agreem
BEACHLINE SITE PLAN 09-23-2021.pdf
500 ft notice.pdf
Legal Ad (CC) - Beachline Partners DA.doc
County Letter.pdf

VII. COUNCIL BUSINESS:

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

VII.2 21-633 Staff is requesting direction related to the budgetary requests in the draft Operations and Maintenance Lease and Agreement between Brevard Museum and Sciences Center Inc. and the City of Cocoa. (Public Works Director)

VIII. CITY BUSINESS:

VIII.1 21-626 Approve the contract revisions effective Fiscal Year 2022 for the three-year contract between the City of Cocoa and the Teamsters Local Union 769 Cocoa Fire District Chiefs for the contract term of October 1, 2020 through September 30, 2023. (Administrative Services Director)

Indexes: Fire; Labor; labor union; Teamsters

Attachments: City of Cocoa DC Teamsters FINAL CLEAN FY 21-23 (FY22 Wage Opener).pdf

VIII.2 21-627 Approve the contract revisions for the three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (CFPBA) Lieutenants for the contract term of October 1, 2020 through September 30, 2023, modifying Article 15 Wages to provide annual wage increases for Fiscal Year 2022. (21-627). (Administrative Services Director)

Indexes: Labor; labor union; PBA; Union

Attachments: PBA Lieutenants Contract FY21-23 with FY22 Wage Opener (FINAL).pdf

VIII.3 21-632 Staff recommends the approval of the following resolutions:(1)Resolution No. 2021-094 adopting a revised Master Fee Schedule for City Facility Rentals, Special Events and Parades;
(2)Resolution No. 2021-093 approving a revised form contract as the City of Cocoa Special Events Permit Application and Agreement; and
(3)Resolution No. 2021-092 approving a revised form contract as the City of Cocoa Facility Use Application and Agreement. (Asst. to the CM/PIO)

Attachments: 2021-092 Resolution adopting revised facility use application and agreement (le
Exhibit A - Facility Use Application and Agreement 2021 - final.doc
2021-093 Resolution revising special events permit application and agreement.(
Exhibit A - Special Event Application and Agreement 2021 - final.doc
2021-094 Resolution adopting master fee schedule for special events parades a
EXHIBIT A Fee Schedule 2021 - final.docx

VIII.4 21-614 Approval of Ordinance No. 12-2021/first reading: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-271, Definitions, adding definition of death in the line of duty; Section 2-324, Disability, amending the benefit for a service incurred disability; Section 2-325, Preretirement Death, amending to create a new pre-retirement death benefit for members killed in the line-of-duty. (Administrative Services Director)

Attachments: Ordinance No. 12-2021 Cocoa Firefighter Pension Ordinance.pdf

IX. INFORMATIONAL AGENDA:

IX.1 21-613 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 8/31/2021. (Finance Director)

Attachments: PO Monthy Report to City Council 10.01.20 thru 8.31.21.pdf

IX.2 21-615 Calls for service provided by the Cocoa Fire Rescue Department for the month of August 2021. (Fire Chief)

Attachments: August 2021 Request for Service By Incident Type Report.pdf

IX.3 21-637 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: CM-Change Orders 8-31-21.pdf

IX.4 21-638 FY 2021 Budget Adjustment Report. (Finance Director)

Attachments: August FY 2021 EXPENSE Budget Tracking Worksheet.pdf
August FY 2021 REVENUE Budget Tracking Worksheet.pdf

IX.5 21-639 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget By Classification Report -August 2021.pdf

IX.6 21-646 Informational only - Indian River Drive Septic to Sewer. (Utilities Director)

Attachments: Areas J and K exhibit 9.21.2021.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: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	21-634	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/16/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	Approve the Agenda for the Regular Meeting of September 28, 2021, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-28-2021 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 16, 2021
Agenda Date: September 28, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular Meeting of September 28, 2021, as presented or with amendments

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular Meeting of September 28, 2021, as presented or with amendments

powered by Legistar™

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

Date: September 28, 2021
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of September 28, 2021. (21-634)

2. Minutes: N/A

III. Awards and Presentations:

1. Presentation of a plaque by Theresa Clifton with the Brevard Humane Society to Officer Dan Rhoades and K9 Bear. (21-635). (Theresa Clifton)
2. Proclamation: "Get Vaccinated Brevard". (21-643). (Mayor Blake)
3. Proclamation: declaring the month of October 2021 as “National Cybersecurity Awareness Month”. (21-644). (Chief Technology Officer)

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

[1] **PLEASE NOTE THAT THIS AGENDA CAN BE AMENDED UP UNTIL OR AT THE MEETING.**

to the City's water and/or sewer system), and any person on any item on the agenda (except *Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items),* may address the City Council under Delegations by filling out a speaker card.

Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of 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. Approve Task Order No. 2021-17 to Jacobs Engineering Group, Inc. to Provide Program Management/ Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending the Approval of the FY2022 Budget. (21-574). (Utilities Director)

2. Approve Task Order No. 2021-21 to Jacobs Engineering Group, Inc. to Provide Engineering Services for the Design and Permitting of a New Ammonium Sulfate Storage and Feed System at the Viera Booster Station, Project No. WS21VP. (21-575). (Utilities Director)

3. Authorize the City Manager to approve the annual purchase orders for electrical utilities as they relate to electrical consumption only and Verizon for the Police Department for FY2022, pending the approval of the FY22 Budget. (21-606). (Finance Director)

4. Approval for the City to apply for the Florida Department of Environmental Protection's Division of Water Restoration Assistance (DWRA) Nonpoint Source Grant funds in the amount of $650,000 for the Riverfront Park Drain Field Improvements Project with 50% match. (21-609). (Public Works Director)

5. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal Flo Liquid Lime from Burnett Lime Co., Inc., Campobello, SC and LT27 Polymer from Fort Bend Services, Inc., Stafford, TX for the Dyal Water Treatment Plant and the Jerry Sellers Water Reclamation Facility

for FY2022; To Approve the Second Amendment to Purchase Agreement with 1) Matheson Tri-Gas, Inc., Irving, TX for Carbon Dioxide, 2) Kemira Water Solutions, Inc., Bartow, FL for Ferric Sulfate, and 3) Allied Universal Corp., Miami, FL for Sodium Hypochlorite; To Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2022 Budget for Chemicals; Pending Approval of the FY2022 Budget. (21-610). (Utilities Director)

6. Approve Task Order 2022-22 with Jacobs Engineering Group (Jacobs) for the Sea Ray Drive Bridge 36-Inch Water Main Crossing Relocation Design and Permitting Services; Pending Approval of the FY2022 Budget. (21-611). (Utilities Director)

7. Approve Task Order 2022-22 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Design at the Jerry Sellers Water Reclamation Facility; Pending Approval of the FY22 Budget. (21-622). (Utilities Director)

8. Approve and authorize the City Manager to execute a Changer Order to the Space Coast Auto Supply Purchase Order #77828 for the NAPA IBS Operational Services and Inventory Management Solutions. (21-630). (Public Works Director)

9. Approve an Addendum to the Current Soda Ash Chemical Contract the City of Cocoa has with Genesis Alkali LLC located at 1735 Market Street, Philadelphia, PA 19103, for the Purchase of Soda Ash for an Additional Sixty (60) Days for the convenience of the City of Cocoa. (21-636). (Utilities Director)

(B) Multi-Year Contracts:

10. Approve entering into a multi-year piggyback agreement for an initial 3 year term from 2021-2024 (with two (1) year renewals), with East Coast Fence and Guardrail of Brevard, LLC., utilizing Brevard County Contract B# 21-452-B-JW for on demand fencing and guardrail services. Authorize the City Manager to sign the contract(s) and renewal(s) for each subsequent fiscal year. (21-569). (Public Works Director)

11. Approve Staff's recommended ranking of bidders for Contract Mowing RFP 21-26-COC and award an initial three-year multi-year agreement to the highest two ranked bidders beginning in Fiscal Year 2022, U.S. Lawns in the amount of $210,944 for Mowing Areas #2 and #3; and Perfection Lawn & Tree Service in the amount of $195,047 for Areas #1 and #4. Authorize the City Manager to sign the contracts and issue the related purchase orders. Approve a Contingency Resolution and Authorize the City Manager to issue related contingency change

orders as necessary not to exceed 9.7% of the total contract value, $39,381.13. Pending the approval of the FY2022 Budget. (21-599). (Public Works Director)

12. Approval of the renewed multi-year agreement with Target Solutions Learning, LLC for a city-wide Learning Management System effective October 1, 2021 through September 30, 2024, with approval to waive competitive quote requirement, and authorize the City Manager to approve the final terms and conditions of the agreement and execute the final agreement upon final approval by the City Attorney as to legal form and sufficiency. (21-642). (Administrative Services Director)

VI. Public Hearings:

1. Ordinance No. 13-2021/2nd and Final Reading: Regarding updates to the Special Events Ordinance. (21-631). (Asst. to the CM/PIO)

2. Approve Resolution 2021-087 adopting the Final Millage Rate of 6.4532 mills for the City of Cocoa Fiscal Year 2022 commencing on October 1, 2021 and ending on September 30, 2022, which represents an increase of 9.84% over the rolled-back rate of 5.8749.

   Approve Resolution 2021-088 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2022 commencing on October 1, 2021 and ending on September 30, 2022. (21-640). (Finance Director)

3. Approve a Settlement Implementation Agreement between Beachline Partners, LLC and the City of Cocoa including a preliminary site plan, amenities and amenities schedule, construction timeline, utilities requirements and other development matters for a residential subdivision, commonly known as the former “Barrera Shores” or “Silvestri Property”, to implement that Stipulated Settlement Agreement, made and entered into December 11, 2007 and recorded in the Brevard County Official Records Book 5837, Page 2226: Parcel #: 24-35-10-00-502; To the extent necessary, authorize the City Manager and City Attorney to complete any outstanding technical issues and record the Agreement. (21-645). (Interim Community Services Director)

VII. Council Business:

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

2. Staff is requesting direction related to the budgetary requests in the draft Operations and Maintenance Lease and Agreement between Brevard Museum and Sciences Center Inc. and the City of Cocoa. (21-633). (Public Works Director)

VIII. City Business:

1. Approve the contract revisions effective Fiscal Year 2022 for the three-year contract between the City of Cocoa and the Teamsters Local Union 769 Cocoa Fire District Chiefs for the contract term of October 1, 2020 through September 30, 2023. (21-626). (Administrative Services Director)

2. Approve the contract revisions for the three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (CFPBA) Lieutenants for the contract term of October 1, 2020 through September 30, 2023, modifying Article 15 Wages to provide annual wage increases for Fiscal Year 2022. (21-627). (Administrative Services Director)

3. Staff recommends the approval of the following resolutions: (1) Resolution No. 2021-094 adopting a revised Master Fee Schedule for City Facility Rentals, Special Events and Parades; (2) Resolution No. 2021-093 approving a revised form contract as the City of Cocoa Special Events Permit Application and Agreement; and (3) Resolution No. 2021-092 approving a revised form contract as the City of Cocoa Facility Use Application and Agreement. (21-632). (Asst. to the CM/PIO)

4. Approval of Ordinance No. 12-2021/first reading: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-271, Definitions, adding definition of death in the line of duty; Section 2-324, Disability, amending the benefit for a service incurred disability; Section 2-325, Preretirement Death, amending to create a new pre-retirement death benefit for members killed in the line-of-duty. (21-614). (Administrative Services Director)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 8/31/2021. (21-613). (Finance Director)

2. Calls for service provided by the Cocoa Fire Rescue Department for the month of August 2021. (21-615). (Fire Chief)

3. 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. (21-637). (Finance Director)

4. FY 2021 Budget Adjustment Report. (21-638). (Finance Director)

5. Data showing the relation between the estimated and actual income and expenses to date. (21-639). (Finance Director)

6. Indian River Drive Septic to Sewer. (21-646). (Utilities Director)

X. Reports:

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

XI. Adjournment:

XII. Notice To The Public:

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

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

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

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

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

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.

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

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

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

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	21-635	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	9/17/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	Presentation of a plaque by Theresa Clifton with the Brevard Humane Society to Officer Dan Rhoades and K9 Bear. (Theresa Clifton)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

powered by Legistar™

Legislation Details (With Text)

File #:	21-643	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	9/20/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	Proclamation: "Get Vaccinated Brevard". (Mayor Blake)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Get Vaccinated Brevard.pdf				

Date	Ver.	Action By	Action	Result

powered by Legistar™

PROCLAMATION

WHEREAS, *the Space Coast Health Foundation requests the City Council of the City of Cocoa support, through a resolution, "Get Vaccinated Brevard," a new local campaign to boost the vaccination rates for COVID-19; and*

WHEREAS, *the Foundation understands and respects that getting vaccinated for COVID-19 is a personal decision involving an individual's family and physician. We also believe medical and hospital data show that COVID-19 vaccinations mitigate the worst symptoms of the virus and will ease the pressure on our hospitals and medical personnel and returning the Space Coast to a sense of normalcy; and*

WHEREAS, *the Foundation asks that the Council also support "Get Vaccinated Brevard" with their constituents and urge them to vaccinate if they are eligible; and*

WHEREAS, *we strongly believe this is a community issue, not a political issue, and we, as a community, can solve this. "Get Vaccinated Brevard" aims to help with that endeavor.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby support Space Coast Health Foundation's campaign,*

"GET VACCINATED BREVARD"

in a collaborative, communitywide mission to boost the vaccination rates in Brevard County.

CITY OF COCOA CORPORATE SEAL FLORIDA

WHEREFORE, *I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 28th day of September, 2021.*

Michael C. Blake, Mayor

ATTEST:

Carie E. Shealy, City Clerk

Legislation Details (With Text)

File #:	21-644	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	9/20/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	Approve Proclamation declaring the month of October 2021 as National Cybersecurity Awareness Month. (Chief Technology Officer)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cyber Security Awareness Month 2021.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 20, 2021
Agenda Date: September 28, 2021
Prepared By: Robert Beach, Chief Technology Officer
Requested Action:
Approve Proclamation declaring the month of October 2021 as National Cybersecurity Awareness Month.

BACKGROUND:
N/A

STRATEGIC PLAN CONNECTION:
N/A

BUDGETARY IMPACT:
None

PREVIOUS ACTION:
None

RECOMMENDED MOTION:
Approve Proclamation declaring the month of October 2021 as National Cybersecurity Awareness Month.

PROCLAMATION

WHEREAS, *the City of Cocoa recognizes that it plays a vital role in identifying, protecting its citizens from, and responding to cybersecurity threats that may have significant impact to our individual and collective safety and privacy; and*

WHEREAS, *critical infrastructure (i.e., financial services, telecommunications, utilities, transportation, and emergency response systems, etc.) is increasingly reliant on the support of information systems and technology; and*

WHEREAS, *cybersecurity education and awareness is crucial for everyone, including large corporations, small businesses, financial institutions, schools, government agencies, the home user, and anyone who connects to the internet, be it with a computer, mobile phone, or other internet-connected device; and*

WHEREAS, *monitoring your accounts, being conscientious of what you share online, keeping computer software up to date, creating unique passwords and changing them regularly, installing antivirus programs and firewalls, and using mobile devices and other internet-connect devices safely are ways people and organizations can protect themselves from phishing, viruses, ransomware, other types of malware, financial loss, and loss of sensitive data; and*

WHEREAS, *we showcase the need to inspire, engage, and inform the public about the demand, opportunities, and career options available within the area of cybersecurity and highlight how building the nation's and the City of Cocoa's cybersecurity workforce enhances the community's security and promotes economic prosperity; and*

WHEREAS, *I Michael Blake, Mayor of the City of Cocoa, am dedicated to providing every individual and public and private organization in the City of Cocoa resources necessary to ensure the understanding, implementation, and success of Cybersecurity Awareness Month to help the citizens of the City of Cocoa stay safe online and connect with confidence; and*

WHEREAS, *the STOP. THINK. CONNECT.™ Campaign serves as the national cybersecurity public awareness campaign, implemented through a coalition of private companies, nonprofit, government organizations, and academic institutions working together to increase the public's understanding of cyber threats and empowering Americans to be safer and more secure online; and*

WHEREAS, *the National Institute of Standards and Technology (NIST) Cybersecurity Workforce Framework is a free resource to help organizations (both large and small, public and private) improve their cybersecurity practices through a practical approach to addressing the ever-evolving cybersecurity threats and challenges; and*

WHEREAS, *maintaining the security of cyberspace is a shared responsibility in which each of us has a critical role to play, and awareness of essential cyber hygiene will improve the security of the City of Cocoa's information, infrastructure, and economy; and*

WHEREAS, *the City of Cocoa's Information Technology Department will strive to enhance and protect the City's cybersecurity ecosystem; and*

WHEREAS, *the Federal Government of the United States of America, the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (www.cisa.gov), the Multi-State Information Sharing and Analysis Center (https://www.cisecurity.org/ms-isac), the National Association of State Chief Information Officers (www.nascio.org), and the National Cyber Security Alliance (www.staysafeonline.org) all recognize October as Cybersecurity Awareness Month; and all citizens are encouraged to visit these websites and the STOP. THINK. CONNECT.™ Campaign website (www.cisa.gov/stopthinkconnect or www.stopthinkconnect.org) to learn about cybersecurity to put that knowledge into practice in their homes, schools, workplaces, and businesses.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim that the City of Cocoa is officially supporting:*

"Cybersecurity Awareness Month 2021"

CITY OF COCOA CORPORATE SEAL FLORIDA

WHEREFORE, *I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 28th day of September, 2021.*

Michael C. Blake, Mayor

ATTEST:

Carie E. Shealy, City Clerk

Legislation Details (With Text)

File #:	21-574	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/23/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	Approve Task Order No. 2021-17 to Jacobs Engineering Group, Inc. to Provide Program Management/ Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending the Approval of the FY2022 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Task Order 2021-17 Cocoa Pr Mgt FY 2022 for Water Supply and Water Treatment Support.pdf AGREEMENT.pdf Jacobs COI Exp. 7.1.22.pdf TO-JACOBS 2022-17 $374956.00 - UT-Dyal.pdf RFQ-20-03-COC TRACK SHEET.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 23, 2021
Agenda Date: September 28, 2021
Prepared By: Sean McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order No. 2021-17 to Jacobs Engineering Group, Inc. to Provide Program Management/ Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending the Approval of the FY2022 Budget.

BACKGROUND:

On November 13, 2019, City Council approved the final ranking of firms for RFQ-20-03-COC, Engineering Services for the Water System, and authorized the City Manager and City Attorney to negotiate and execute a multi-year contract with the selected firm, Jacobs Engineering Group (Jacobs). This agreement was entered on February 5, 2020, for three years with the option to extend the term for two (2) additional two (2) year terms.

Staff is requesting City Council approval of one task order under this Continuing Service Agreement (CSA). The following is the Task Order and Scope of Services:

Task Order 2021-17 FY2022 Program Management/ Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment. The first task of this task order is to provide program management, engineering and operations support to Dyal Water Treatment Plant (WTP) staff for both capital and repair/replacement (R&R) projects related to the water supply and water treatment systems. The second task of this task order is to provide project management, engineering and operations support of the Dyal WTP Supervisory Control and Data Acquisition (SCADA) system, process control systems, and instrumentation. The total authorization of expense of this task order is $374,956.

Staff recommends approval of Task Order 2021-17 with the Jacobs Engineering Group.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$374,956
Account Number	421-4020-536.31-03
Account Name	Engineering Services
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve Task Order No. 2021-17 to Jacobs Engineering Group, Inc. to Provide Program Management/ Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending the Approval of the FY2022 Budget.

City of Cocoa
Task Order 2022-17

FY 2022 Engineering Services for the Water System Program Management Services - Water Supply and Water Treatment Support

Objective

The purpose of this task order is to provide program management services, including program management/administration, design management and construction project support services for Operating Revenue (OR) funded Cocoa Utilities Capital Improvement Plan (CIP) program projects related to water supply and water treatment. This task order is intended to include the estimated level of effort to provide the above described services on a time and materials basis compensation method for the period from October 1, 2021 through September 30, 2022. Services proposed by JACOBS Engineering Group (JACOBS) in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020.

Scope of Services

Task 1 – Project Management, Engineering and Operations Support

JACOBS will provide project management, engineering and operations support to Dyal Treatment Plant staff for both capital and renewal and replacement (R&R) projects related to the water supply and water treatment systems. JACOBS will prepare for and attend an initial FY2022 work planning meeting with plant management staff and then develop a work plan based on the outcome of the meeting. JACOBS will provide support services for tasks outlined in the work plan. JACOBS will also provide support to aid in resolving operations and water quality issues at the plant and distribution system as well as implementation of any efficiency approaches including those identified in the 2018 Capital Plan. JACOBS will coordinate and perform the Task 1 support work as determined and authorized by the City of Cocoa within the compensation limits of this task order. JACOBS will keep the City appraised of any concerns on budget once the work plan is complete.

Task 2 – SCADA, Process Control Systems and Instrumentation Support

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

and attend an initial FY2022 work planning meeting with plant management staff and then develop a work plan based on the outcome of the meeting. JACOBS will provide support services for tasks outlined in the work plan. JACOBS will coordinate and perform the Task 2 support work as determined and authorized by the City of Cocoa within the compensation limits of this task order. JACOBS will keep City appraised of any concerns on budget once the work plan is complete.

Assumptions

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

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

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

Schedule

This Task Order covers the period from date of October 1, 2021 through September 30, 2022.

Compensation

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

Task	Hours	Fee
TASK 1 - Project Management, Engineering and Operations Support	828	$124,276
TASK 2 - SCADA, Process Control Systems and Instrumentation Support	1,320	$238,680
EXPENSES & SUBCONSULTANTS	N/A	$12,000
Grand Total	2,148	$374,956

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

Attachments

Attachment A –Per Diem Rates Schedule

Acceptance

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

Approved for City of Cocoa	Accepted for JACOBS Engineering Group
By _____	By _____ Francois Didier Menard, PE
Title _____	Title Vice President
Date _____	Date July 22, 2021

City of Cocoa
FY2022 Engineering Services for the Water System Water Supply and Water Treatment Support
Task Order 2021-17
Labor Hour Breakdown

		Per Diem Schedule Description										
		Principal/Senior Reviewer/Consultant/Senior Project Manager	Senior Professional Engineer/Scientist/Consultant	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	Professional Engineer/Scientist/Consultant/Project Manager	Junior Professional Engineer/Scientist/Consultant	Project Engineer/Scientist/Consultant	Junior Project Engineer/Scientist/Consultant	Engineering Intern	Office/Project Administration	Labor Hours	Labor Fee
TASK #	**TASK NAME**	$235.00	$218.00	$199.00	$169.00	$142.00	$120.00	$110.00	$95.00	$85.00		
1	**PROJ MGT, ENG, AND OPERATIONS SUPPORT**											
		16	60	80	24	540		40	60	8	828	$124,276
										Task Subtotals	**828**	**$124,276**
2	**SCADA, PROCESS CONTROL SYSTEMS AND INSTRUMENTATION SUPPORT**											
		20	180	280	780		60				1,320	$238,680
										Task Subtotals	**1,320**	**$238,680**
										Labor Total	**2,148**	**$362,956**
										Expenses		**$12,000**
										Subcontracts		**$0**
										Task Order Total		**$374,956**

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

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

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

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

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

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

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

RFQ-20-03-COC

Approved by Council 11/13/19
IX.3 (Authorize CM&Attorney)
to Negoiate & Execute Agreement

Term: 2/5/2020 thru 2/04/2023
Renewal Opt. 2/05/23 - 2/4/25
Renewal Opt. 2/05/25 - 2/4/27

AGREEMENT FOR CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

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

WITNESSETH:

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

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

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

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

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

1.0 TERM AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

2.0 DESCRIPTION OF SERVICES

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

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

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

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

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

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

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

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

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

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

13. Studies related to water treatment and quality;

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

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

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

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

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

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

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

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

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

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

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

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

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

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

10.0 INSURANCE

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

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

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

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

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

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

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

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

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

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

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

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized

information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

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

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

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

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

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

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of termination, Cityshall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to the City's affiliates' generating plants, their equipment or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendices and Exhibits attached hereto, constitute the entire agreement between the City and the Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal–agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 The City and the Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer:

Jacobs Engineering Group Inc.
200 South Orange Avenue
Suite 900
Orlando, FL 32801
Attention: Mr. Didier Menard
Work: (407) 903-5252
Fax: (407) 903-5150

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

31.2 Either party may change the notice address by providing the other party written notice of the change.

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 The Engineer hereby represents and warrants to the City the following:

a. The Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of the Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of the Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall indemnify and hold harmless the City, its officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnity provisions set forth in this Section shall survive termination of this Agreement.

34.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.3 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of the Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Engineer or the Engineer's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their

obligations, duties and responsibilities including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. The Engineer and the Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Engineer's own personnel.

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. The Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision or agency;

b. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

c. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than the Engineer's undersigned representative's execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

Jacobs Engineering, Inc. **(Firm name)**

_____, Title
Francois D. Menard, P.E., Vice President

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

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

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

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/07/2021

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

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

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 1000 Wilshire Blvd., Suite 2100 Los Angeles, CA 90017	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE AMER INS CO — 22667 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 62391667 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDO G72493503	07/01/21	07/01/22	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY			ISA H25545631	07/01/21	07/01/22	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C67817540 (AOS)	07/01/21	07/01/22	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N	N / A		SCF C6781762A (WI)	07/01/21	07/01/22	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCU C67817588 (OH)*	07/01/21	07/01/22	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 012	07/01/21	07/01/22	PER CLAIM/PER AGG	3,000,000

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

PROJECT MGR: Pamela Holcomb. CONTRACT MGR: Jeff Voorhees. RE: Program management, engineering, design and permitting services. CONTRACT END DATE: 2/5/2023. SECTOR: Public. City of Cocoa FL is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER	CANCELLATION
City of Cocoa FL 351 Schearer Blvd. Cocoa, FL 32922 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/07/2021

NAME OF INSURED: **Jacobs Engineering Group Inc.**

Additional Description of Operations/Remarks from Page 1:

Additional Information:

***$2,000,000 SIR FOR STATE OF: OHIO**

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 74
Policy Symbol HDO	Policy Number G72493503	Policy Period 07/01/2021 TO 07/01/2022	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 44
Policy Symbol ISA	Policy Number H25545631	Policy Period 07/01/2021 TO 07/01/2022	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

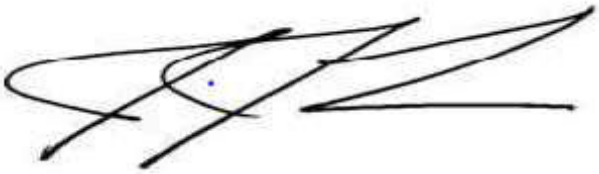
G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS ENGINEERING GROUP INC. 1000 WILSHIRE BOULEVARD SUITE 2100 LOS ANGELES CA 90017	Endorsement Number Policy Number Symbol: WLR Number: C67817540
Policy Period 07-01-2021 **TO** 07-01-2022	Effective Date of Endorsement 07-01-2021
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

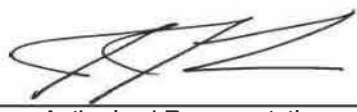
H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM,TX and WI.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured **Jacobs Engineering Group, Inc.**			Endorsement Number **36**
Policy Symbol **EON**	Policy Number **G21655065 012**	Policy Period **07/01/2021 to 07/01/2022**	Effective Date of Endorsement **07/01/2021**
Issued By (Name of Insurance Company) **ACE American Insurance Company**			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule**.

B. The **Schedule** must be initially provided to **Us** within 30 days after:

   i. The beginning of the **Policy Period**, if this endorsement is effective as of such date; or

   ii. This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.

C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.

D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You**.

E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy**.

G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.

JOHN J. LUPICA, President
Authorized Representative

Task Order Request Form

P-Form 2021.09 Revised 08/17/2021

Continuing Engineering Services for the Water System	2022-17
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 08/24/21 City Bid Number: RFQ-20-03-COC AMOUNT: $ 374,956.00

Vendor Name: Jacobs Engineering Group (Jacobs) Quote/Proposal Number:

Dept. Number/Division Name: 4020 Utilities/Dyal

Project Name: Project Management & SCADA Project Number:

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

AMENDMENT

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

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

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

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

Design is Construction Related: ☐ YES ☐ NO ☑ N/A Good Faith Estimate of Construction Value:

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☑ N/A

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

Requestor Department Director

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

Task Order : ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2022-17

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $50K)

Mayor (Purchases that exceed $50K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $50K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $50K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

~ TRACK SHEET ~

Continuing Services Agreement Contract

Commodity/Service:	**ENGINEERING SERVICES FOR WATER SYSTEM**	**Term: 3 years with two (2), one (2) Year Renewal Options. NTE: Seven (7) Years Consecutive.**
Vendor/Contractor:	Jacobs Engineering Group, Inc. V # 10612	
Department Name:	Utilities	*Balances Verified By: Diane Kozlak*
Department Requestor:	Katie Ennis	*Date Verified: 08/19/2021*
Quote/Bid/Proposal No:	**RFQ-20-03-COC**	**RENEWALS LEFT - 2**
Total # of Task Orders Issued for this Contract:	**22**	**EXPIRES: 02/04/2023**

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

Contract Term: 02/05/2020 - 02/04/2023, Approved by Council on 11/13/19, Item IX.3
1st Renewal: 02/05/2023 - 02/04/2025,
2nd Renewal: 02/05/2025 - 02/04/2027,

Approved Final Ranking on 11/13/2019 - IX.3 Authorize CM & Attorney to Negotiate pricing, Terms & Execute Agreement

PO AMOUNT CURRENTLY ENCUMBERED:	**$**	**468,412.22**
PO AMOUNT CURRENTLY PAID:	**$**	**1,980,017.83**
TOTAL:	**$**	**2,448,430.05**

TASK NO:	TASK DETAILS	Project #	ENCUMB	PAID
		Project #	468,412.22	1,980,017.83
2020-01	UT-PO#76256-40438 date 03/16/2020 $339,431 Approved by Council on 02/26/2020 Item#VIII.5 FOR: Cocoa Program Management Services for FY2020 for Operating Revenue Funded CIP Projects (1,902 Hours) CO # 1 UT-WFO date 08/31/2020 ($143,094.00) Reduction in time required for Task due to COVID -19 delays 1 PO 76256 has been completed. Amount Invoiced $173,387.96. ($166,043.04 has been liquidated)	WS1221	0.00	173,387.96
2020-02	UT-PO#76375-40592 date 04/07/2020 $93,677.00 Approved by Council on 02/26/2020 Item# VI.9 FOR: FY2020 Cross Connection Control Program Assistance $124,902.00 (903 Hours) CO # 1 UT-WFO date 06/17/2020 ($20,000.00) Reduction in time required for Task 1- Project Mgmt. Assistance & Task 2 - Contractor Coordination and Documentation, Task 3 - Data Mgmt. &and Quality Control, Task 4 - Strategic Planning & Implementation PO 76375 has been completed. Amount Invoiced $45,479.50. ($28,197.50 has been liquidated)	WS13BC	0.00	45,479.50
2020-03	UT-PO#76255-40441 date 03/16/2020 $325,016 Approved by Council on 02/26/2020 Item#VIII.5 FOR: FY2020 Program Management Services for Cocoa Utilities Bond Funded CIP Projects (1,694 Hours) PO 76255 has been completed. Amount Invoiced $37,391.50. ($287,624.50 has been liquidated)	WS19BO	0.00	37,391.50
2020-04	UT-PO#76254-40442 date 03/16/2020 $178,052 Approved by Council on 02/26/2020 Item#VIII.5 FOR: FY2020 City of Cocoa Plan Review, Permitting Assistance & Utility Support (1,340 Hours) PO 76254 has been completed. Amount Invoiced $144,556.50 ($33,495.50 has been liquidated)	WS1221	0.00	144,556.50

TASK NO:	TASK DETAILS	Project #	ENCUMB	PAID
2020-05	UT-PO#76376-40594 date 04/07/2020 $160,492.00 Approved by Council on 02/26/2020 Item#VI.8 FOR: FY2020 Water Field Operations (WFO) Division Support (1,067 Hours) CO # 1 UT-WFO date 06/17/2020 ($30,000.00) Reduction in time required for Task 1- Project Mgmt. & Task 2 - Quality Control Assistance 03/26/21 Liquidated Balance of 59,634.50 per Melinda	WS136BC	0.00	70,857.50
2020-06	UT-PO#76412-40440 date 04/13/2020 $168,322 Approved by Council on 02/26/2020 Item#VIII.4 FOR: FY2020 Water System Program Management Services - Dyal Plant Support (987 Hours) 12/7/20 Liquidated Remaining Balance of $23,711.75 per Shawny	N/A	0.00	144,610.25
2020-07	UT-PO#76253-40443 date 03/16/2020 $188,914 Approved by Council on 02/26/2020 Item#VIII.1 FOR: America's Water Infrastructure (AWIA) Section 2013 Compliance Support (871 Hours) PO 76253 has been completed. Amount Invoiced $140,534.32 ($48,379.68 has been liquidated)	N/A	0.00	140,534.32
2020-08	UT-PO#XXXXX-XXXXX date XX/XX/2020 $976,932 Approved by Council on XX/XX/2020 Item# FOR: Patrick Air Force Base & Cape Canaveral Air Force Station Water Utility Privatization			
2020-09	UT-PO#76439-40701 date 04/20/2020 $111,058.00 Approved by Council on 04/08/2020 Item#IX.4 FOR: Corrosion Control Study	WS19CF	13,911.46	97,146.54
2020-10	UT-PO#76569-40860 date 06/03/2020 $175,000.00 Approved by Council on 01/22/2020 Item#VIII.5 FOR: Assistance & Support for SCADA 12/7/20 Liquidated Remaining Balance of $65,010.48 per Shawny	N/A	0.00	109,989.52
2020-11	UT-PO#76986-41449 date 09/30/2020 $143,094.00 Approved by Council on 08/26/2020 Item#VI.4 FOR: Develop a Standard Operating Procedures (SOP) manual describing the operation of the Dyal WTP Facilities and Systems. Provided TO # to Shawny 07/02/20	WS20DM	15,093.00	128,001.00
2020-12	UT-PO#76942-41400 date 09/08/2020 $58,321.00 Approved by Council on 08/262/2020 Item# VI.2 FOR: Update of Fixed Assets and System Data Provided TO # to Norma 07/31/20 Liquidated Remaining Balance of $27,419.00	WS21FA	0.00	30,902.00
2021-13	UT-PO#77434-41950 date 11/13/2020 $374,708.00 Approved by Council on 10/27/2020 Item #VI.1 FOR: FY21 Engineering Services for the Water System Program Management Services - Water Supply and Provided TO # to Shawny 09/03/20	N/A	90,219.01	349,488.99
2021-13.1	CO# 1 UT-DYAL date 07/21/2021 $65,000.00 - Approved by City Council 07/13/21 Support Services for upgrades to SCADA servers			
2021-14	UT-PO#77279-41814 date 11/04/2020 $178,052.00 Approved by Council on 09/23/20 Item #IX.4 FOR: FY21 Plan Rveview,Permitting Assistance and Utility Support Provided to Katie 09/03	WS1221	34,979.50	143,072.50
2021-15	UT-PO#77309-41885 date 11/04/2020 $453,926.00 Approved by Council on 09/23/2020 Item #IX.4 FOR: FY21 Engineering Services for the Water System Program Management Services forCocoaUtilities Operating Revenue Funded CIP Projects Provided to Katie 09/03	WS1221	190,950.50	262,975.50
2021-16	UT-PO#77426-41873 date 11/23/2020 $224,883.00 Approved by Council on 10/13/2020 Item # VI.4 FOR: FY21 WFO Cross Connection Control (CCC) Support Provided to Melinda 09/09	N/A	123,258.75	101,624.25

TASK NO:	TASK DETAILS	Project # ENCUMB	PAID

2022-17 UT-PO#XXX-XXXX date 00/00/2021 $374,956.00 Approved by Council on 00/00/2021 Item #
Program Management & SCADA Services

2022-18 UT-PO#XXX-XXXX date 00/00/2021 $224,850.00 Approved by Council on 00/00/2021 Item #
FY22 WFO Division and Cross Connection Control Support
provided to Melinda 08/03/21

2022-19 UT-PO#XXX-XXXX date 00/00/2021 $249,280.00 Approved by Council on 00/00/2021 Item #
FY22 Cocoa Program Plan Review, Permitting Assistance & Utility Support
provided to Katie 08/03/21

2022-20 UT-PO#XXX-XXXX date 00/00/2021 $597,069.00 Approved by Council on 00/00/2021 Item #
FY22 Engineering Services for the Water System - Program Management Services for Cocoa Utilities Operating Revenue Funded CIP Projects
provided to Katie 08/03/21

2021-21 UT-PO#XXX-XXXX date 00/00/2021 $84,494.00 Approved by Council on 00/00/2021 Item #
Viera Booster Station Chloramination Improvements - Permitting & Design
provided to Shawny - Funding from FY21

2022-22 UT-PO#XXX-XXXX date 00/00/2021 $305,867.00 Approved by Council on 00/00/2021 Item #
FY22 Engineering Services foe the Water System - Sea Ray Drive 36" Water Main Sykes Creek Crossing
provided to Katie - Funding from FY21

Legislation Details (With Text)

File #:	21-575	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/23/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	Approve Task Order No. 2021-21 to Jacobs Engineering Group, Inc. to Provide Engineering Services for the Design and Permitting of a New Ammonium Sulfate Storage and Feed System at the Viera Booster Station, Project No. WS21VP. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-JACOBS 2021-21 $84494.00 - Util-Dyal.pdf PROPOSAL.pdf AGREEMENT.pdf RFQ-20-03-COC TRACK SHEET.pdf TRACK SHEET.pdf Jacobs COI Exp. 7.1.22.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 23, 2021
Agenda Date: September 28, 2021
Prepared By: Sean McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order No. 2021-21 to Jacobs Engineering Group, Inc. to Provide Engineering Services for the Design and Permitting of a New Ammonium Sulfate Storage and Feed System at the Viera Booster Station, Project No. WS21VP.

BACKGROUND:

The City of Cocoa Water Utilities Department owns and operates a two-million-gallon storage tank in Viera. The storage tank is used by the Dyal WTP to store additional water, boost the water pressure when needed, and to help assist in fire flows should the fire department need hook up and draw water from a hydrant in the area.

An important part of the operations of the Viera Booster Station includes ensuring there is an adequate chlorine disinfection residual, by using chloramines, so the water is deemed safe for human consumption. Chloramines are a combination of ammonium sulfate and sodium hypochlorite. Presently, the Dyal plant can only inject sodium hypochlorite at the Viera Booster Station.

Based on an analysis performed by Jacobs of the City's potable water distribution system water quality data, both injection of sodium hypochlorite and ammonium sulfate are required to boost chloramine residuals in the distribution system. Therefore, a new ammonium sulfate storage and feed system is required at the Viera Booster Station to boost chloramine residual in the distribution system near the site.

The Viera Booster Station Chloramination Improvements project originally had $43,808 allotted for the project design. Staff is will transfer additional funds within the same Account Number 421-4055-536.63-00 from Project No. WS21OZ to Project No. WS21VP to fund Task Order #2021-21 which is projected to cost $84,494. A change order to the purchase order will be completed in FY22.

Staff recommends the approval of Task Order #2021-21 to design the Viera Booster Station Chloramination Improvements - Permitting and Design Services.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, but insufficient
If not budgeted, is amendment/transfer attached?	Yes, BAF # 21-108 (August Cleanup)
Amount Requested	$84,494
Account Number	421-4055-536.63-00, WS21VP
Account Name	Infrastructure
Source of Funds:	421-4055-536.63-00, WS21OZ

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve Task Order No. 2021-21 to Jacobs Engineering Group, Inc. to Provide Engineering Services for the Design and Permitting of a New Ammonium Sulfate Storage and Feed System at the Viera Booster Station, Project No. WS21VP.

Task Order Request Form

P-Form 2021.09 Revised 08/17/2021

Continuing Engineering Services for the Water System	2022-17
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 08/24/21 City Bid Number: RFQ-20-03-COC AMOUNT: $ 374,956.00

Vendor Name: Jacobs Engineering Group (Jacobs) Quote/Proposal Number:

Dept. Number/Division Name: 4020 Utilities/Dyal

Project Name: Project Management & SCADA Project Number:

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

AMENDMENT

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

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

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

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

Design is Construction Related: ☐ YES ☐ NO ☑ N/A Good Faith Estimate of Construction Value:

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☑ N/A

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

Requestor Department Director

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

Task Order : ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2022-17

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $50K)

Mayor (Purchases that exceed $50K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $50K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $50K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

City of Cocoa
Task Order 2021-21
Viera Booster Station Chloramination Improvements – Permitting and Design Services

Objective and Background

Under this Task Order, Jacobs Engineering Group, Inc. (Jacobs) will provide engineering services for the design and permitting of a new ammonium sulfate storage and feed system at the Viera Booster Station. Services proposed by Jacobs in this Task Order will be performed in accordance with the contract terms of the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020.

The City of Cocoa's potable water distribution system contains three booster stations. The booster stations serve to boost system pressures and total chlorine residual while also providing storage of potable water for periods of high demand, such as for fire flows. The City's distribution system utilizes monochloramines as the secondary disinfectant. Based on analysis of the City's potable water distribution system water quality data, both injection of sodium hypochlorite and ammonium sulfate are required to significantly boost chloramine residuals in the distribution system. There is not enough free ammonia present in the distribution system to produce a significant amount of monochloramines when dosed with only sodium hypochlorite. Therefore, a new ammonium sulfate storage and feed system is required at the Viera Booster Station to boost monochloramine residual in the distribution system near the site.

The ammonium sulfate system will be designed based on historical flow and chemical use data, the initial booster station design criteria (i.e. existing pump capacities) and will provide storage for up to 30 days of supply at the estimated average use rate. The installation of new ammonium sulfate storage and feed systems will likely require a major modification to the existing FDEP permits for the booster stations because ammonium sulfate is not currently used at these locations.

Scope of Work

Task 1 Design Services

Task 1.1 – Preliminary Design

A preliminary design report will be developed to accompany the request for a minor modification to the FDEP permit. The report will provide background on the existing distribution system water quality including concerns with reduced total chlorine residuals at the far ends of the distribution system which could be alleviated with this project. Objectives and impacts to consider will be defined related to the addition of ammonium sulfate storage and feed systems. The report will include a discussion of the recommended dosing location in relation to existing equipment and will discuss recommended process instrumentation to control the dose. A preliminary control narrative will be provided to discuss dosing controls and operation. The report will address the items referenced in FAC 62-555.520(4) and will include some preliminary design drawings to depict the modifications.

A draft preliminary design report will be issued to the City for review. One meeting will be held with the City to review the 30% design and discuss comments. After resolution of comments from the City, Jacobs will finalize the report.

Task 1.2 – Final Design

Final design documents will be developed that include drawings and technical specifications. The design will include a new ammonium sulfate storage and feed system at the Viera Booster Station. The design may include minor piping and valve modifications, as required to achieve effective dosing of ammonium sulfate. Equipment required for storage, pumping, transferring, injecting, mixing and dose control of ammonium sulfate will be included. The design documents will include a control narrative and I/O list, but programming will be provided by the City's automation consultant under a separate Task Order.

A Class 2 cost estimate will be prepared in accordance with the American Association for Advancement of Cost Estimating (AAACE). The cost estimate will be delivered with the final design documents.

Draft final design documents will be issued to the City for review. One meeting will be held with the City to review the 90% design and discuss comments. After resolution of comments from the City, Jacobs will finalize the design documents for bidding.

Task 2 Permitting Services

Jacobs will provide permitting services to include the following tasks;

Task 2.1 – FDEP Construction Permit

Jacobs will prepare and submit supporting documentation, permit application and preliminary drawings to FDEP for modification of the Viera Booster Station. The permit application will only be for a modification to the sites and no rerating will be required. One response to a request for additional information from FDEP will be prepared.

Task 2.2 – Brevard County Building Department Permit

Prepare documentation as required for the Brevard County Building Department. Prepare one response to a request for additional information provided by the Brevard County Building Department during the permit review process, to assist with the Contractor's formal permit application process.

Deliverables

- Preliminary Design Report (30% Design) – Electronic submission (.pdf format) of the design report including preliminary drawings and meeting minutes.
- Final Design Documents (90% Design) – Electronic submission (.pdf format) of the construction drawings, specifications, design details.
- Bid Documents (100% Design) – Electronic submission (.pdf format) of the construction drawings, specifications, and design details.
- Permitting sets will be provided to the permitting agencies per the requirements of each agency.
- Construction cost estimate will be prepared for the Draft Design Documents (90%).

Assumptions

The following key assumptions apply:

1. The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization to proceed.
2. Existing sodium hypochlorite storage capacity and feed capacity is adequate and does not require modifications.
3. Existing finished water storage and pumping capacity is adequate and does not require modifications.
4. Existing communications systems required for process control is adequate for additional communication signals added under this project.
5. Permit fees will be paid directly by the City.
6. Permitting budget is based on responding to one Request for Additional Information (RFI) from FDEP and one RFI from the Brevard County Building Department.
7. No meetings are included in this budget for meetings with the regulatory agencies.
8. Invitation to Bid documents, or the Division 0 specifications, will be developed by the City. The final drawings, technical specifications and Division 1 specifications will be developed by Jacobs.
9. The cost estimate will be prepared in accordance with the American Association for Advancement of Cost Estimating (AAACE) Class 2 cost estimate. All estimates of probable construction cost used for planning the project will be developed using the appropriate estimate class for completion of the design and consistent with Industry Standards, Association for the Advancement of Cost Engineering adjusted for local site conditions. The final construction cost can only be determined after competitive bidding of the project by City. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, Engineer has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Engineer makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Engineer's opinions, analyses, projections, or estimates.
10. There is no intermediate deliverable between the Preliminary Design (30%) and Final Design (90/100%).
11. Design documents will be prepared for a single construction contract.
12. Jacobs master technical specifications (Division 1 - 49) will be used as the basis for all specifications. The City will provide procurement and contracting requirements in Microsoft Word format for Jacobs to edit for project specific requirements.
13. The drawings will follow Jacobs CAE/CAD standards. Microstation will be used to develop the drawings.
14. Bidding services and services during construction shall be provided under a separate contract.
15. The project schedule includes timeframes for Jacobs' design deliverables but does not include a schedule for permitting approval and permitting services. The timeframe for permitting services and permitting approval may exceed the project schedule defined in Table 1.
16. The addition of ammonium sulfate storage and feed equipment to the existing building does not result in modification of the current fire code classification of the building.
17. Jacobs will reasonably rely upon the accuracy and completeness of the information and data provided by the City or other third parties without independent verification.

Schedule

The duration of the services of this task order is estimated to be completed in 24 weeks.

TABLE 1
Project Schedule

Task/Activity	Schedule
Preliminary Design Report (30% Design Submittal); 1 meeting	8 weeks following Notice to Proceed
Construction Document Submittal (90% Design Submittal); 1 meeting	10 weeks following Preliminary Design Report comment adjudication
Final Bid Documents Submittal (100% Design Submittal); no meeting	4 weeks following Contract Document comment adjudication

Note: A meeting is anticipated to be held with the City within 2 weeks after the 30% and 90% design submittals.

Compensation

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

Task	Hours	Fee
TASK 1 – DESIGN SERVICES	472	$79,244
TASK 2 – PERMITTING SERVICES	30	$4,750
EXPENSES & SUBCONSULTANTS	N/A	$500
Grand Total		$84,494

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

Acceptance

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

Approved for City of Cocoa

By _____

Title _____

Date _____

Accepted for JACOBS Engineering Group

By _____
Francois Didier Menard, PE

Title Vice President

Date August 20, 2021

City of Cocoa Task Order 2021-21

Viera Booster Station Chloramination Improvements – Permitting and Design Services

Labor Hour Breakdown

		Per Diem Schedule Description									
		Principal/Senior Reviewer/Consultant/Senior Project Manager	Senior Professional Engineer/Scientist/Consultant	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	Professional Engineer/Scientist/Consultant/Project Manager	Junior Professional Engineer/Scientist/Consultant	Senior Construction Manager/Senior Designer	Construction Manager/Senior Technician		Labor Hours	Labor Fee
TASK #	**TASK NAME**	$235.00	$218.00	$199.00	$169.00	$142.00	$169.00	$142.00			
1.1	Preliminary Design	4	16	12	16	60	32			140	$23,448
1.2	Final Design	8	24	48	64	80	60	48		332	$55,796
									Task Subtotals	**472**	**$79,244**
2.1	FDEP Construction Permitting		4			8				12	$2,008
2.2	Orange County Building Department Permitting	2				16				18	$2,742
									Task Subtotals	**30**	**$4,750**
									Labor Total	**502**	**$83,994**
									Expenses		**$500**
									Subcontracts		**$0**
									Task Order Total		**$84,494**

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

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

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

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

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

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

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

~ TRACK SHEET ~

Continuing Services Agreement Contract

Commodity/Service:	**ENGINEERING SERVICES FOR WATER SYSTEM**	**Term: 3 years with two (2), one (2) Year Renewal Options. NTE: Seven (7) Years Consecutive.**
Vendor/Contractor:	Jacobs Engineering Group, Inc. V # 10612	
Department Name:	Utilities	*Balances Verified By: Diane Kozlak*
Department Requestor:	Katie Ennis	*Date Verified: 08/03/2021*
Quote/Bid/Proposal No:	**RFQ-20-03-COC**	**RENEWALS LEFT - 2**
Total # of Task Orders Issued for this Contract:	**20**	**EXPIRES: 02/04/2023**

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

Contract Term: 02/05/2020 - 02/04/2023, Approved by Council on 11/13/19, Item IX.3
1st Renewal: 02/05/2023 - 02/04/2025,
2nd Renewal: 02/05/2025 - 02/04/2027,

Approved Final Ranking on 11/13/2019 - IX.3 Authorize CM & Attorney to Negotiate pricing, Terms & Execute Agreement

PO AMOUNT CURRENTLY ENCUMBERED:	**$**	**498,438.22**
PO AMOUNT CURRENTLY PAID:	**$**	**1,949,991.83**
TOTAL:	**$**	**2,448,430.05**

TASK NO:	TASK DETAILS	Project #	ENCUMB	PAID
		Project #	498,438.22	1,949,991.83
2020-01	UT-PO#76256-40438 date 03/16/2020 $339,431 Approved by Council on 02/26/2020 Item#VIII.5 FOR: Cocoa Program Management Services for FY2020 for Operating Revenue Funded CIP Projects (1,902 Hours) CO # 1 UT-WFO date 08/31/2020 ($143,094.00) Reduction in time required for Task due to COVID -19 delays 1 PO 76256 has been completed. Amount Invoiced $173,387.96. ($166,043.04 has been liquidated)	WS1221	0.00	173,387.96
2020-02	UT-PO#76375-40592 date 04/07/2020 $93,677.00 Approved by Council on 02/26/2020 Item# VI.9 FOR: FY2020 Cross Connection Control Program Assistance $124,902.00 (903 Hours) CO # 1 UT-WFO date 06/17/2020 ($20,000.00) Reduction in time required for Task 1- Project Mgmt. Assistance & Task 2 - Contractor Coordination and Documentation, Task 3 - Data Mgmt. &and Quality Control, Task 4 - Strategic Planning & Implementation PO 76375 has been completed. Amount Invoiced $45,479.50. ($28,197.50 has been liquidated)	WS13BC	0.00	45,479.50
2020-03	UT-PO#76255-40441 date 03/16/2020 $325,016 Approved by Council on 02/26/2020 Item#VIII.5 FOR: FY2020 Program Management Services for Cocoa Utilities Bond Funded CIP Projects (1,694 Hours) PO 76255 has been completed. Amount Invoiced $37,391.50. ($287,624.50 has been liquidated)	WS19BO	0.00	37,391.50
2020-04	UT-PO#76254-40442 date 03/16/2020 $178,052 Approved by Council on 02/26/2020 Item#VIII.5 FOR: FY2020 City of Cocoa Plan Review, Permitting Assistance & Utility Support (1,340 Hours) PO 76254 has been completed. Amount Invoiced $144,556.50 ($33,495.50 has been liquidated)	WS1221	0.00	144,556.50

TASK NO:	TASK DETAILS	Project #	ENCUMB	PAID
2020-05	UT-PO#76376-40594 date 04/07/2020 $160,492.00 Approved by Council on 02/26/2020 Item#VI.8 FOR: FY2020 Water Field Operations (WFO) Division Support (1,067 Hours) CO # 1 UT-WFO date 06/17/2020 ($30,000.00) Reduction in time required for Task 1- Project Mgmt. & Task 2 - Quality Control Assistance 03/26/21 Liquidated Balance of 59,634.50 per Melinda	WS136BC	0.00	70,857.50
2020-06	UT-PO#76412-40440 date 04/13/2020 $168,322 Approved by Council on 02/26/2020 Item#VIII.4 FOR: FY2020 Water System Program Management Services - Dyal Plant Support (987 Hours) 12/7/20 Liquidated Remaining Balance of $23,711.75 per Shawny	N/A	0.00	144,610.25
2020-07	UT-PO#76253-40443 date 03/16/2020 $188,914 Approved by Council on 02/26/2020 Item#VIII.1 FOR: America's Water Infrastructure (AWIA) Section 2013 Compliance Support (871 Hours) PO 76253 has been completed. Amount Invoiced $140,534.32 ($48,379.68 has been liquidated)	N/A	0.00	140,534.32
2020-08	UT-PO#XXXXX-XXXXX date XX/XX/2020 $976,932 Approved by Council on XX/XX/2020 Item# FOR: Patrick Air Force Base & Cape Canaveral Air Force Station Water Utility Privatization			
2020-09	UT-PO#76439-40701 date 04/20/2020 $111,058.00 Approved by Council on 04/08/2020 Item#IX.4 FOR: Corrosion Control Study	WS19CF	13,911.46	97,146.54
2020-10	UT-PO#76569-40860 date 06/03/2020 $175,000.00 Approved by Council on 01/22/2020 Item#VIII.5 FOR: Assistance & Support for SCADA 12/7/20 Liquidated Remaining Balance of $65,010.48 per Shawny	N/A	0.00	109,989.52
2020-11	UT-PO#76986-41449 date 09/30/2020 $143,094.00 Approved by Council on 08/26/2020 Item#VI.4 FOR: Develop a Standard Operating Procedures (SOP) manual describing the operation of the Dyal WTP Facilities and Systems. Provided TO # to Shawny 07/02/20	WS20DM	15,093.00	128,001.00
2020-12	UT-PO#76942-41400 date 09/08/2020 $58,321.00 Approved by Council on 08/262/2020 Item# VI.2 FOR: Update of Fixed Assets and System Data Provided TO # to Norma 07/31/20 Liquidated Remaining Balance of $27,419.00	WS21FA	0.00	30,902.00
2021-13	UT-PO#77434-41950 date 11/13/2020 $374,708.00 Approved by Council on 10/27/2020 Item #VI.1 FOR: FY21 Engineering Services for the Water System Program Management Services - Water Supply and Provided TO # to Shawny 09/03/20	N/A	90,219.01	349,488.99
2021-13.1	CO # 1 UT-DYAL date 00/00/2021 $65,000.00 - Approved by City Council 07/13/2021 Support Services for upgrades to SCADA servers			
2021-14	UT-PO#77279-41814 date 11/04/2020 $178,052.00 Approved by Council on 09/23/20 Item #IX.4 FOR: FY21 Plan Rveview,Permitting Assistance and Utility Support Provided to Katie 09/03	WS1221	34,979.50	143,072.50
2021-15	UT-PO#77309-41885 date 11/04/2020 $453,926.00 Approved by Council on 09/23/2020 Item #IX.4 FOR: FY21 Engineering Services for the Water System Program Management Services forCocoaUtilities Operating Revenue Funded CIP Projects Provided to Katie 09/03	WS1221	190,950.50	262,975.50
2021-16	UT-PO#77426-41873 date 11/23/2020 $224,883.00 Approved by Council on 10/13/2020 Item # VI.4 FOR: FY21 WFO Cross Connection Control (CCC) Support Provided to Melinda 09/09	N/A	153,284.75	71,598.25

TASK NO:	TASK DETAILS	Project # ENCUMB	PAID

2021-17 UT-PO#XXX-XXXX date 00/00/2021 $374,956.00 Approved by Council on 00/00/2021 Item #
Program Management & SCADA Services

2022-18 UT-PO#XXX-XXXX date 00/00/2021 $224,850.00 Approved by Council on 00/00/2021 Item #
FY22 WFO Division and Cross Connection Control Support
provided to Melinda 08/03/21

2022-19 UT-PO#XXX-XXXX date 00/00/2021 $249,280.00 Approved by Council on 00/00/2021 Item #
FY22 Cocoa Program Plan Review, Permitting Assistance & Utility Support
provided to Katie 08/03/21

2022-20 UT-PO#XXX-XXXX date 00/00/2021 $597,069.00 Approved by Council on 00/00/2021 Item #
FY22 Engineering Services for the Water System - Program Management Services for Cocoa Utilities Operating Revenue Funded CIP Projects
provided to Katie 08/03/21

~ TRACK SHEET ~

Continuing Services Agreement Contract

Commodity/Service:	**ENGINEERING SERVICES FOR WATER SYSTEM**	**Term: 3 years with two (2), one (2) Year Renewal Options. NTE: Seven (7) Years Consecutive.**
Vendor/Contractor:	Jacobs Engineering Group, Inc. V # 10612	
Department Name:	Utilities	*Balances Verified By: Diane Kozlak*
Department Requestor:	Katie Ennis	*Date Verified: 08/19/2021*
Quote/Bid/Proposal No:	**RFQ-20-03-COC**	**RENEWALS LEFT - 2**
Total # of Task Orders Issued for this Contract:	**21**	**EXPIRES: 02/04/2023**

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

Contract Term: 02/05/2020 - 02/04/2023, Approved by Council on 11/13/19, Item IX.3
1st Renewal: 02/05/2023 - 02/04/2025,
2nd Renewal: 02/05/2025 - 02/04/2027,

Approved Final Ranking on 11/13/2019 - IX.3 Authorize CM & Attorney to Negotiate pricing, Terms & Execute Agreement

PO AMOUNT CURRENTLY ENCUMBERED:	**$**	**468,412.22**
PO AMOUNT CURRENTLY PAID:	**$**	**1,980,017.83**
TOTAL:	**$**	**2,448,430.05**

TASK NO:	TASK DETAILS	Project #	ENCUMB	PAID
		Project #	468,412.22	1,980,017.83
2020-01	UT-PO#76256-40438 date 03/16/2020 $339,431 Approved by Council on 02/26/2020 Item#VIII.5 FOR: Cocoa Program Management Services for FY2020 for Operating Revenue Funded CIP Projects (1,902 Hours) CO # 1 UT-WFO date 08/31/2020 ($143,094.00) Reduction in time required for Task due to COVID -19 delays 1 PO 76256 has been completed. Amount Invoiced $173,387.96. ($166,043.04 has been liquidated)	WS1221	0.00	173,387.96
2020-02	UT-PO#76375-40592 date 04/07/2020 $93,677.00 Approved by Council on 02/26/2020 Item# VI.9 FOR: FY2020 Cross Connection Control Program Assistance $124,902.00 (903 Hours) CO # 1 UT-WFO date 06/17/2020 ($20,000.00) Reduction in time required for Task 1- Project Mgmt. Assistance & Task 2 - Contractor Coordination and Documentation, Task 3 - Data Mgmt. &and Quality Control, Task 4 - Strategic Planning & Implementation PO 76375 has been completed. Amount Invoiced $45,479.50. ($28,197.50 has been liquidated)	WS13BC	0.00	45,479.50
2020-03	UT-PO#76255-40441 date 03/16/2020 $325,016 Approved by Council on 02/26/2020 Item#VIII.5 FOR: FY2020 Program Management Services for Cocoa Utilities Bond Funded CIP Projects (1,694 Hours) PO 76255 has been completed. Amount Invoiced $37,391.50. ($287,624.50 has been liquidated)	WS19BO	0.00	37,391.50
2020-04	UT-PO#76254-40442 date 03/16/2020 $178,052 Approved by Council on 02/26/2020 Item#VIII.5 FOR: FY2020 City of Cocoa Plan Review, Permitting Assistance & Utility Support (1,340 Hours) PO 76254 has been completed. Amount Invoiced $144,556.50 ($33,495.50 has been liquidated)	WS1221	0.00	144,556.50

TASK NO:	TASK DETAILS	Project #	ENCUMB	PAID
2020-05	UT-PO#76376-40594 date 04/07/2020 $160,492.00 Approved by Council on 02/26/2020 Item#VI.8 FOR: FY2020 Water Field Operations (WFO) Division Support (1,067 Hours) CO # 1 UT-WFO date 06/17/2020 ($30,000.00) Reduction in time required for Task 1- Project Mgmt. & Task 2 - Quality Control Assistance 03/26/21 Liquidated Balance of 59,634.50 per Melinda	WS136BC	0.00	70,857.50
2020-06	UT-PO#76412-40440 date 04/13/2020 $168,322 Approved by Council on 02/26/2020 Item#VIII.4 FOR: FY2020 Water System Program Management Services - Dyal Plant Support (987 Hours) 12/7/20 Liquidated Remaining Balance of $23,711.75 per Shawny	N/A	0.00	144,610.25
2020-07	UT-PO#76253-40443 date 03/16/2020 $188,914 Approved by Council on 02/26/2020 Item#VIII.1 FOR: America's Water Infrastructure (AWIA) Section 2013 Compliance Support (871 Hours) PO 76253 has been completed. Amount Invoiced $140,534.32 ($48,379.68 has been liquidated)	N/A	0.00	140,534.32
2020-08	UT-PO#XXXXX-XXXXX date XX/XX/2020 $976,932 Approved by Council on XX/XX/2020 Item# FOR: Patrick Air Force Base & Cape Canaveral Air Force Station Water Utility Privatization			
2020-09	UT-PO#76439-40701 date 04/20/2020 $111,058.00 Approved by Council on 04/08/2020 Item#IX.4 FOR: Corrosion Control Study	WS19CF	13,911.46	97,146.54
2020-10	UT-PO#76569-40860 date 06/03/2020 $175,000.00 Approved by Council on 01/22/2020 Item#VIII.5 FOR: Assistance & Support for SCADA 12/7/20 Liquidated Remaining Balance of $65,010.48 per Shawny	N/A	0.00	109,989.52
2020-11	UT-PO#76986-41449 date 09/30/2020 $143,094.00 Approved by Council on 08/26/2020 Item#VI.4 FOR: Develop a Standard Operating Procedures (SOP) manual describing the operation of the Dyal WTP Facilities and Systems. Provided TO # to Shawny 07/02/20	WS20DM	15,093.00	128,001.00
2020-12	UT-PO#76942-41400 date 09/08/2020 $58,321.00 Approved by Council on 08/262/2020 Item# VI.2 FOR: Update of Fixed Assets and System Data Provided TO # to Norma 07/31/20 Liquidated Remaining Balance of $27,419.00	WS21FA	0.00	30,902.00
2021-13	UT-PO#77434-41950 date 11/13/2020 $374,708.00 Approved by Council on 10/27/2020 Item #VI.1 FOR: FY21 Engineering Services for the Water System Program Management Services - Water Supply and Provided TO # to Shawny 09/03/20	N/A	90,219.01	349,488.99
2021-13.1	CO# 1 UT-DYAL date 07/21/2021 $65,000.00 - Approved by City Council 07/13/21 Support Services for upgrades to SCADA servers			
2021-14	UT-PO#77279-41814 date 11/04/2020 $178,052.00 Approved by Council on 09/23/20 Item #IX.4 FOR: FY21 Plan Rveview,Permitting Assistance and Utility Support Provided to Katie 09/03	WS1221	34,979.50	143,072.50
2021-15	UT-PO#77309-41885 date 11/04/2020 $453,926.00 Approved by Council on 09/23/2020 Item #IX.4 FOR: FY21 Engineering Services for the Water System Program Management Services forCocoaUtilities Operating Revenue Funded CIP Projects Provided to Katie 09/03	WS1221	190,950.50	262,975.50
2021-16	UT-PO#77426-41873 date 11/23/2020 $224,883.00 Approved by Council on 10/13/2020 Item # VI.4 FOR: FY21 WFO Cross Connection Control (CCC) Support Provided to Melinda 09/09	N/A	123,258.75	101,624.25

TASK NO:	TASK DETAILS	Project # ENCUMB	PAID

2021-17 UT-PO#XXX-XXXX date 00/00/2021 $374,956.00 Approved by Council on 00/00/2021 Item #
Program Management & SCADA Services

2022-18 UT-PO#XXX-XXXX date 00/00/2021 $224,850.00 Approved by Council on 00/00/2021 Item #
FY22 WFO Division and Cross Connection Control Support
provided to Melinda 08/03/21

2022-19 UT-PO#XXX-XXXX date 00/00/2021 $249,280.00 Approved by Council on 00/00/2021 Item #
FY22 Cocoa Program Plan Review, Permitting Assistance & Utility Support
provided to Katie 08/03/21

2022-20 UT-PO#XXX-XXXX date 00/00/2021 $597,069.00 Approved by Council on 00/00/2021 Item #
FY22 Engineering Services for the Water System - Program Management Services for Cocoa Utilities Operating Revenue Funded CIP Projects
provided to Katie 08/03/21

2021-21 UT-PO#XXX-XXXX date 00/00/2021 $84,494.00 Approved by Council on 00/00/2021 Item #
Viera Booster Station Chloramination Improvements - Permitting & Design
provided to Shawny - Funding from FY21

Legislation Details (With Text)

File #:	21-606	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/2/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	Authorize the City Manager to approve the annual purchase orders for electrical utilities as they relate to electrical consumption only and Verizon for the Police Department for FY2022, pending the approval of the FY22 Budget.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 2, 2021
Agenda Date: September 28, 2021
Prepared By: Christi Grant, Staff Accountant
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Authorize the City Manager to approve the annual purchase orders for electrical utilities as they relate to electrical consumption only and Verizon for the Police Department for FY2022, pending the approval of the FY22 Budget.

BACKGROUND:

The City uses Florida Power & Light and Duke Energy for its electrical utilities. The City is billed for actual consumption of electrical services similar to a resident being billed for electrical utility services. In some cases, the annual amount budgeted for each division exceeds the City Manager's purchasing authority ($50,000). In order to ensure the operational needs of the City are met, staff is requesting City Council to authorize the City Manager to approve all electric utility purchase orders as they relate to electric consumption only for FY2022, allowing for increases to the purchase orders as required to pay electric bills, providing that the increase does not cause a departmental operating budget to exceed the appropriated amount.

The City also utilizes the State of Florida contract related to cellular and data services. Within the Police Department, it is anticipated that the annual amount will exceed the City Manager's purchasing authority. City staff is requesting City Council to authorize the City Manager to approve purchase orders as they relate to Verizon cellular and data services for consumption in FY2022 only, allowing for increases to the purchase orders as required to pay electric bills, providing that the increase does not cause a departmental operating budget to exceed the appropriated amount. Both

the utility and data services are budgeted annually and should the budgeted amounts be exceeded, an item will be returned for City Council approval to increase the City Council authorization.

STRATEGIC PLAN CONNECTION:

None. This is an operational request.

BUDGETARY IMPACT:

Budgeted Yes

Estimated amounts budgeted for electric service in FY2022 total $2,859,062. For informational purposes only, electric service is budgeted in the following accounts:

Account	Description	Budget Estimate
001-2100-521-43-00	Police Admin/Operations	$62,894
001-2201-522.43-00	Fire Operations	$35,784
001-3510-541-43-00	Public Works Maintenance	$370,000
001-3520-572-43-00	Parks & Beautification	$2,000
001-3560-519-43-00	Facility Management	$275,084
Total General Fund = $745,762		
421-4010-536-43-00	Water Administration	$1,000
421-4020-536-43-00	Dyal Plant	$1,717,180
421-4025-536-43-00	Water Field Operations	$60,000
421-4120-536-43-00	Water Reclamation	$200,000
421-4125-536-43-00	Sewer Field Operations	$72,000
Total Water/Sewer Fund = $2,050,180		
423-3570-538-43-00	Stormwater Utility	$15,000
Police Department Verizon		
001-2100-521.41-00		$48,120

Actual consumption amounts may vary and change orders to purchase orders may be required to pay the necessary amount for the fiscal year. Future budget transfers or amendments may be necessary to ensure payment of the monthly electric utility bills

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Authorize the City Manager to approve the annual purchase orders for electrical utilities as they relate to electrical consumption only and Verizon for the Police Department for FY2022, pending the approval of the FY22 Budget.

powered by Legistar™

Legislation Details (With Text)

File #:	21-609	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	9/3/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	Approval for the City to apply for the Florida Department of Environmental Protection's Division of Water Restoration Assistance (DWRA) Nonpoint Source Grant funds in the amount of $650,000 for the Riverfront Park Drain Field Improvements Project with 50% match. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa - Section 319(h) Nonpoint Source Grant Application.pdf Riverfront Park Drain Field Improvements Internal Grant Application - 091621 (002).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 3, 2021
Agenda Date: September 14, 2021
Prepared By: Abigail Morgan, P.E., Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Council approval for the City to apply for the Florida Department of Environmental Protection's Division of Water Restoration Assistance (DWRA) Nonpoint Source Grant funds in the amount of $650,000 for the Riverfront Park Drain Field Improvements Project with 50% match.

BACKGROUND:

On August 10, 2021, the Department of Environmental Protection announced funding opportunities for nonpoint source water quality projects. The Section 319(h) Nonpoint Source Grant provides up to $3 million in total funding for projects that reduce or eliminate nonpoint source pollution. The City would like to apply for funds in the amount of $650,000 for the Riverfront Park Drain Field Improvements Project with a 50% match for a total project budget of $1,300,000.

This project will be for the design of the expansion of an existing underground stormwater drain field located within Riverfront Park and installation of media-based filtration under the existing lawn to the north.

The Riverfront Park drain field has an existing volume of 17,700 CF which will be expanded with an additional 13,068 CF for a final volume of 30,768 CF. The design will maintain preliminary treatment through the existing baffle boxes. The design will further allow the media-based filtration system to provide on-line treatment of initial low flows; diversion of more runoff to expanded underground

storage for later treatment through the media-based filter; and continued diversion of higher flows directly to the Indian River Lagoon.

Phase 2 will include construction of design. Public nonpoint source education will be addressed through onsite interpretive/informational signage and a social marketing campaign to promote behavior change.

STRATEGIC PLAN CONNECTION:

Policy 6.1.1.3: The City will continue to reduce the quantity and improve the quality of stormwater discharge into receiving water bodies and wetlands by continuing to maintain and operate the following stormwater storage/treatment systems: C. The Riverfront Park Project stormwater treatment system treats urban stormwater runoff from 20+ acres and will continue to be monitored for its performance in accordance with its St. Johns River Water Management District permit.

BUDGETARY IMPACT:

Budgeted No
No budgetary impact at this time. Impact will be realized at the time of Grant Award and a Budget Amendment will be submitted to City Council at that time for review and approval.
If not budgeted, is amendment/transfer attached? Choose an item.

If awarded, (end of FY22-FY23, the City has three years to complete the project)

Fund Balance: The Match would be funded with Stormwater Fund Balance.
Source of Funds: Grant Source: Florida Department of Environmental Protection's Division of Water Restoration Assistance (DWRA) Nonpoint Source Grant.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Council approval for the City to apply for the Florida Department of Environmental Protection's Division of Water Restoration Assistance (DWRA) Nonpoint Source Grant funds in the amount of $650,000 for the Riverfront Park Drain Field Improvements Project with 50% match.

PART I – GENERAL INFORMATION

PROPOSAL FOR GRANT FUNDING CONSIDERATION *(For this project, check all grant funding sources you would like us to consider for this project. Reviewers will evaluate the project for the applicable funding sources in this proposal.)*

- ☑ Federal EPA 319(h)
- ☐ State Water-quality Assistance Grant (SWAG)

PROJECT CATEGORY: *Select One*

- ☑ Stormwater
- ☐ Agricultural Best Management Practice(s) (BMP)
- ☐ Onsite Sewage Treatment and Disposal Systems (OSTDS)
- ☐ Water Quality Monitoring Only (*of installed nonpoint source BMP(s)*)
- ☐ Education Only
- ☐ Hydrologic Restoration

PROJECT SUB-CATEGORY: *Check all that apply*

- ☑ Urban Stormwater Runoff
- ☐ Erosion Control
- ☐ Low Impact Development/Green Infrastructure (LID)
- ☐ Indirectly Impacting Coastal Waters
- ☑ Directly Impacting Coastal Waters
- ☐ Protection of Unimpaired Water(s)
- ☐ Protection of Groundwater
- ☐ Education – LID/Green Infrastructure
- ☑ Education – Nonpoint source pollution
- ☐ Education – OSTDS
- ☐ Education – Florida Friendly Landscaping (FFL)
- ☐ Education – Waterfront Property Owners
- ☐ OSTDS Septic Tank Abandonment
- ☐ OSTDS Connecting Property Owners to Sewer, not including main line installation
- ☐ OSTDS Inspection and Education
- ☐ OSTDS Inventory/Update of DOH Database
- ☐ Treatment Train

Enter # of Septic Tanks Eliminated (if applicable): _____

PROJECT FUNDINGSTATUS: *Check all that apply*

- ☐ New project that was not previously funded with State or Federal funds through the Department.
- ☐ Part of or whole proposed project pending for federal or state funding through the Department.
  - ☐ *If any phase of proposed project is pending selection for State or Federal funds through the Department, provide project name and funding amount (grant and match, if applicable):* _____

☑ Phase of proposed project (or existing/ongoing project) previously funded through the Department.

☑ *If any phase of project previously funded with State or Federal funds through the Department, provide project name, funding amount (grant and match, if applicable), and DEP Agreement No.(s):*

Cocoa Waterfront Park Stormwater Retrofit_Funded in Part by Florida Department of Environmental Protection 319 Nonpoint Source Management Program / Florida Department of Environmental Protection Florida Recreational Development Assistance Program ($197,460) / U.S. Environmental Protection Agency Indian River Lagoon National Estuary Program ($4,500) / St. Johns River Water Management District ($25,200) Contract Number WM736

ENTITY/SPONSOR NAME: City of Cocoa

CONTACT INFORMATION:

Name: Abigail Morgan
Street Address: 155 N Wilson Avenue
City, State, Zip: Cocoa, Florida, 32922
Telephone: (321) 433-8770
Email: amorgan@cocoafl.org

PROJECT NAME: Riverfront Park Drain Field Improvements

SHORT PROJECT DESCRIPTION: describe grant and match activities in 500 characters or less.

This project will be for the design of the expansion of an existing underground stormwater drain field located within Riverfront Park, as well as for the installation of media-based filtration under the existing lawn to the north.

The City has experienced operational issues with the existing Riverfront Park drain field. The drain field has a control structure that directs initial runoff flows to underground storage in a manifolded pipe system and diverts higher flows to the Indian River Lagoon. The underground storage system was designed to drain by pumping to the City wastewater collection system and ultimately the City wastewater treatment facility.

To meet the current needs, additional storage will be added to try and maximize available storage and to capture and treat as much runoff as possible (approximately 0.6" to 1.0"). The existing baffle boxes will remain to provide preliminary screening of the runoff. New control structures will be designed to direct runoff to the media-based filtration system, to underground storage for later treatment, and continue to divert higher runoff flows to the Indian River Lagoon. The media-based filtration system will treat stormwater to reduce nutrients as stormwater is released. The design will allow all stored water to be pumped to the media-based filtration system for treatment and no longer require discharge to the City's wastewater system.

Phase 2 will include construction of design from Phase 1. Public nonpoint source education will be addressed through onsite interpretive/informational signage and a social marketing campaign to promote behavior change.

PROJECT LOCATION: *If the project is covering a large area, please describe the extent of the project area, and include the centroid latitude/longitude. If known, additional latitudes/longitudes may also be included.*

Geographic Location of Project (e.g. city, county, street address): Cocoa, Brevard County, 401 Riveredge Blvd.

Size of Project Impact (area needed to build project): 0.3 acres
Size of Area Being Treated: 13 acres

Latitude (decimal degrees): 28.35428
Longitude (decimal degrees): -80.72498

PROJECT FUNDING REQUEST AMOUNT: $650,000
(If request is for more than one Grant type, please breakout the plan (if known) for how the grant funds will be used for each Grant type request in the table below).

ORGANIZATION LOCAL FUNDS AND/OR MATCH COMMITMENT AMOUNT: $650,00
(Match is not required for all Grants but may still be used to evaluate projects for consideration of grant funding. If the project information proposal request is planning for more than one funding source, please breakout the match amount applied towards each funding source in the table below. Note that Match is required for 319(h) grant requests.).

Project Proposal Funding Source Requested	Funding Requested Amount	Local and/or Match Commitment Amount	Local and/or Match Commitment Source
Federal 319(h) Grant	$650,000	$650,000	Stormwater Utility Revenue
State Water Quality Assistance Grant (SWAG)	$	$	

ADDITIONAL DETAIL OF LOCAL COMMITMENT TO THE PROPOSED PROJECT AND FUNDING PARTNERS:
(Provide information to demonstrate your organization's commitment to the project (e.g., required in the BMAP, RA Plan, or Alternative Restoration Plan; other secured funding sources, stormwater fees etc.), if there are any not described in the table above. Include a narrative description for each anticipated source of local funds and/or match committed to the project information proposal request or entire project (e.g., St. Johns River Water Management District $X, Leon County $X, City of Tallahassee in-kind contribution equivalent to $X, etc.).

- Does the proposal's organization have a dedicated stormwater fee?
  Yes ☑ No ☐

If yes, state the monthly fee:

The billing method for Stormwater revenue collection stormwater fee as a non-ad valorem assessment on the property tax bill. The City uses impervious area as the sole basis for apportioning costs to benefitting parcels for the stormwater assessment. Based on the distribution of impervious area for single family parcels, an equivalent residential unit or ERU has been calculated. The ERU is a construct that allows for parcels that are measured on actual area to be billed in terms of ERUs.

- Is the project expected to be located in or primarily benefit a financially disadvantaged community? (e.g., Rural Economic Development Initiative)? *Information on REDI can be found at the following website:* https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-definition

  Yes ☐ No ☑

  If yes, name the community:

  If yes, *also find the nearest Census Place Name on the linked spreadsheet, enter the Census Place number in the Afford 1 tab, and* check the appropriate calculated Index Number below: https://floridadep.gov/wra/srf/documents/using-census-places:

  Enter Census Place Name used for calculation:

  ☐ Index Number between 00-70
  ☐ Index Number between 71-85
  ☐ Index Number between 86-100
  ☐ Index Number greater than 100

- **Does the Proposal Organization have an O&M plan and expected funding identified (including in-kind contributions) that will be needed to operate and maintain this proposed project (mainly for structural projects)?**
  Projects implementing requirements of a Water Quality Restoration Plan are expected to be maintained for the life of the BMP to retain load allocation credits under the Plan(s). Please identify, if possible, how much time, cost and work will be required to maintain the system and the expected lifetime of the BMPs.

  ☑ Yes ☐ No

  If yes, describe.

  The City of Cocoa has a Stormwater Utility Fund Enterprise. Additionally, the City performs a Revenue Sufficiency Analysis annually.

- **Does the Proposal Organization have a long-term master plan to address all stormwater construction and operations/maintenance needs for their community?**
  ☑ Yes ☐ No

  If yes, describe.

  The City of Cocoa has a 10-Year Stormwater Master Plan which has been attached to this application.

TOTAL COST (Sum of Proposed Project Funding Request and Entity Local and/or Match Commitment Amounts): $1,300,000 with 50% City match

Does the total cost shown above equal the total cost of the entire project?
(i.e., project will be fully funded if project is selected for funding with the requested amount and local funds and/or match commitment provided):
Yes ☑ No ☐

If no, what is the total cost of the proposed project *(e.g., funding request is for a phase of a larger project or there are other expected funding contributing partners)*: $

If no, what are the other funding sources for the total cost of this project? *List all expected funding sources and amount required to complete the project*: _____

PROPOSED PROJECT READINESS TO PROCEED:

Design Status: *(check applicable)*
- ☐ Design is not required for this project.
- ☐ Project is 100% designed
- ☐ Project is between 60% and 100% designed
- ☐ Project is partially designed but less than 60%
- ☑ Project is at the conceptual stage, design has not started

Permit Status: *(check applicable)*
- ☐ Permits are not required for this project
- ☐ Project is fully permitted (100%).
- ☐ Between 50% and 100% of the permits have been obtained
- ☐ Less than 50% of the permits have been obtained
- ☐ Permitting process has begun but no permits have been obtained
- ☑ Permitting process has not started

Project Start Date: *(check applicable)*
- ☐ Project construction/eligible grant and/or match activities can start immediately after of notice of funding award.
- ☑ Project construction/eligible grant and/or match activities can start within 6 months of notice of funding award.

☐ Project construction/eligible grant and/or match activities can start within 12 months of notice of funding award.
☐ Project construction/eligible grant and/or match activities cannot start until 12 months or more after notice of funding award.

Length of Time Expected to Complete Proposed Project:
How long will the entire project take to complete, if requested amount covers all work for the entire project? If part of a larger project, how much time will be needed to complete all work for the funding requested and local funds and/or match commitment provided?

Include the estimated timeframe in number of months for each applicable task so that the reviewers will know how much time is needed, regardless of when the project evaluation process takes place. Note that tasks may take place concurrently (e.g., education may take place throughout the entire project period). If tasks are performed concurrently, do not add time to the overall project timeframe unless the task(s) need additional time to complete.

Add applicable tasks if they are not listed below. If a task does not apply for the proposal, mark the task N/A so that reviewers will know that this section was not overlooked.

Do not include the time for work that has already been completed (which is not eligible for grant funds).

No. of Months for Design and Permitting: 14 mo.
No. of Months for Bidding/Subcontracting: 2 mo.
No. of Months for Construction: 9 mo.
No. of Months for Education: 12 mo.
No. of Months for Water Quality Monitoring: 12 mo. Concurrent with Education
No. of Months for Reporting: 12 mo. Concurrent with WQ Monitoring

Total No. of Months to Complete: 37 mo.

PART II: PROJECT WATERSHED CHARACTERISTICS

WATERBODY ADDRESSED:

1. Provide the name of the waterbody(s) that this project addresses: Indian River Lagoon

2. Provide the WBID number(s) for the waterbody segment(s) that this project addresses. *Waterbodies are typically divided into segments which are identified by Water Body Identification (WBID) numbers. Water quality impairments are associated with the WBIDs, not the entire waterbody. Here is a link where that information can be found:* https://floridadep.gov/dear/watershed-assessment-section/content/basin-411-0

   WBID 2963C1

3. List the parameter(s) the waterbody is impaired for that this project addresses.

   Bacteria (Shellfish Harvesting Classification)

4. Does the project treat water that discharges directly into an impaired WBID(s)?
   Yes ☑ No ☐

   If yes, identify the **WBID(s)** that the treated water directly discharges into.

   WBID 2963C1 and 2963D1

   If no, then describe how the project contributes to reductions of the parameters impairing the WBID(s). *(e.g. does the unimpaired receiving water body discharge into an impaired water body and if so, describe how)*

**Please note, if the project does not reduce non-agricultural nonpoint source pollutants in an impaired waterbody, it may not be eligible to receive funding under the SWAG Grant.*

IMPLEMENTATION OF A WATER QUALITY RESTORATION PLAN(s):
If available, please attach GIS files for the project(s) after completing the proposal request.

5. TMDL Name that project is addressing, if applicable:
   North Indian River Lagoon Project Zone B
   If addressing a TMDL, identify the pollution reductions and parameters specified in the TMDL: City of Cocoa
   TN Required Reduction 8,837 lbs./yr.; TN Credit 4,713 lbs./yr.; 53% Required TN Reduction
   TP Required Reduction 1,726 lbs./yr.; TN Credit 1,103 lbs./yr.; 64% Required TN Reduction

6. Is the proposed project geographically located within and/or associated with a Water Quality Restoration plan (e.g., Basin Management Action Plan, Reasonable Assurance Plan, TMDL Alternative Plan, etc.)? Yes.

If yes, please complete the following. Repeat for each Plan the proposed project is geographically located in and/or associated with:

a. Enter name of Water Quality Restoration Plan(s):
North Indian River Lagoon BMAP

b. Identify if this project contributes to pollutant reductions specified in the Water Quality Restoration Plan(s).
☑ Yes ☐ No

i. If yes, briefly describe the nonpoint source issues or pollutant reductions specified in the Water Quality Restoration Plan(s) that the project is addressing.

Total Nitrogen and Total Phosphorus loading

c. Is your proposed project **listed** in the Water Quality Restoration Plan? (https://floridadep.gov/star)?
☐ Yes ☑ No

If yes, provide the Water Quality Restoration Plan Project Name: _____

LAND USE and STATUS:

Land Uses of the <u>Area Being Treated:</u>
Enter the land use acreage in the table for the area expected to be treated, not just the area that the proposed project may occupy. The area being treated is the area that is contributing runoff to the treatment system. Please use the information based on the Florida Department of Transportation (FDOT) Florida Land Use Cover and Forms Classification System (FLUCCS) codes (or equivalent) for the most recent available year. Repeat for separate drainage areas if your proposal includes more than one separate and distinct drainage area.

Land Use (Do not alter – All must be filled out; do not add categories; use a 0 for no acres)	**Acres**	**%**
Residential Low Density (1100)	-	-
Residential Medium Density (1200)	-	-
Residential High Density (1300)	-	-
Commercial and Services (1400)	3	23
Industrial (1500)	-	-
Extractive (1600)	-	-
Institutional (1700)	-	-
Recreational (1800)	10	77
Open Land (1900)	-	-
Agriculture (2000)	-	-
Upland Non-Forested (3000)	-	-
Upland Forests (4000)	-	-
Water (5000)	-	-
Wetlands (6000)	-	-
Barren Land (7000)	-	-
Transportation, Communication, and Utilities (8000)	-	-
Land Use Totals (Acreage and %)	13	100

NONPOINT SOURCE CONTRIBUTION AREA:

- **Are any of the grant or match activities in this project proposal required under a municipal separate storm sewer system (MS4) or stormwater NPDES permit?**
  Projects implementing requirements of an MS4 permit are not eligible for 319(h) funds. However, elements that are above and beyond what is required in the permit may be eligible. More information on the Phase I and Phase II MS4 permits can be found at the following website: https://floridadep.gov/water/stormwater/content/municipal-separate-storm-sewer-systems-ms4

  ☐ Yes ☑ No

  If yes, describe.

7. Describe the source of the pollutants that are being treated by this proposed project (e.g. urban storm water, septic systems, agricultural runoff, etc.) and indicate in which of the above listed areas the sources are located. *Also describe how the runoff is getting to the proposed project site for treatment, whether the runoff is expected to come primarily from sheet flow or an agricultural canal, or if it will be directed through a major conveyance system (e.g., MS4 ditch or pipe), to help define the source for 319(h) projects.*

   ☐ Agricultural runoff or Urban impervious runoff sheet flow
   ☑ Urban or Rural impervious runoff directed through an MS4 conveyance system or major pipe (may be ineligible for 319 funding)
   ☐ Other/Combination described below

Land Ownership Status: *(check one)*

☑ Land necessary for the construction of treatment infrastructure has been acquired. Title is held by: City of Cocoa

☐ Land necessary for the construction of treatment infrastructure is under a legal option to buy (please provide documentation of the option-to-buy and funding to execute the purchase).

☐ Land necessary for the construction of treatment infrastructure is under an easement that allows for construction and access.

PART III: DETAILED PROJECT DESCRIPTION

Include a full description of the proposed project. Project elements that are described on other submitted attachments but are not described in PART III, PART IV and/or PART V may not be considered as part of the project when evaluating the proposal for funding consideration.

8. **Description of only the proposed grant funded and (where applicable) local funds and/or match commitment activities**: *Provide sufficient detail so that the project evaluators will know exactly what is being constructed/implemented and how it will function. For treatment trains, include how the BMPs are connected and function as a train.*

   a. Provide a detailed description of all project activities and best management practices (BMPs) the grant and match funding is expected to be used for, including but not limited to, description of each activity and BMP, type of BMP(s), approximate size of each BMP, number/type of structures in each BMP, pond residence time, etc.

      This project will be for the design of the expansion of an existing underground stormwater drain field located within Riverfront Park and installation of media-based filtration under the existing lawn to the north.

      The Riverfront Park drain field has an existing volume of 17,700 CF which will be expanded with an additional 13,068 CF for a final volume of 30,768 CF. The design will maintain preliminary treatment through the existing baffle boxes. The design will further allow the media-based filtration system to provide on-line treatment of initial low flows; diversion of more runoff to expanded underground storage for later treatment through the media-based filter; and continued diversion of higher flows directly to the Indian River Lagoon.

      Phase 2 will include construction of design. Public nonpoint source education will be addressed through onsite interpretive/informational signage and a social marketing campaign to promote behavior change.

   b. Describe how the project is expected to treat nonpoint source pollution or improve water quality.

      The design will allow all stored water to be pumped to the media-based filtration system for treatment.

   c. If the project proposal includes green infrastructure/low impact development features, highlight the expected BMPs or practices and what benefits will be added by including these features. *If known, describe if there are multiple uses and benefits provided by the*

LID such as expected value added to community use, if there is support by the community for LID implementation, added safety, nutrient reductions, long-term cost savings, etc.

This Riverfront Park Drain Field Improvements Project will remove 29.85 lbs./yr., 4.96 lbs./yr. and 2,427 lbs./yr. of TN, TP and TSS, respectively through treatment of the stored runoff. The system will provide additional removal through on-line treatment of low-flows.

d. Describe educational activities that are part of the project **in Part V of this project information proposal**, if applicable.

The construction of this project will include onsite interpretive/informational signage and a social marketing campaign to promote behavior change as well as educational outreach through field trip coordination with local elementary and middle schools.

9. **Objective:** Explain how the activities and BMPs in the grant and local funds and/or match funded project proposal will reduce nonpoint source pollution. Include how they will benefit the associated impaired water and, if applicable, implement the Water Quality Restoration Plan(s) or how they will protect unimpaired waters.

This Riverfront Park Drain Field Improvements Project will remove 29.85 lbs./yr., 4.96 lbs./yr. and 2,427 lbs./yr. of TN, TP and TSS, respectively, through treatment of the stored runoff. The system will provide additional removal through on-line treatment of low-flows. It will assist the City of Cocoa reach its TMDL nutrient removal requirements. This project will be funded through the use of the City Stormwater Utility revenue.

10. COST EFFECTIVENESS:

Describe how this project is cost effective for reducing pollutants contributing to water quality impairments and/or restoring water quality. For non-structural projects, describe how the cost effectiveness of the project will be measured, including the methods used (e.g., surveys, monitoring changes in behavior, etc.).

A cost per nutrient removed figure will be provided and compared to typical stormwater project effectiveness.

11. **Project Effectiveness Evaluation:** Describe how the success of the project will be evaluated, such as water quality monitoring, surveys, etc. Provide sufficient detail to indicate which activities and BMPs will be monitored and how.
Note: *Effectiveness evaluation is required for all 319(h) projects.*

The proposed improvements for this sub-basin would improve the hydraulics and effectiveness of the system and eliminate the need to pump stormwater to the City's wastewater system. An analysis of pre-construction and post-construction parameters at the wastewater plant will be performed.

12. **Project Funding and Timeline:** *for ONLY the Grant and Committed Local Funds and/or Match Funded Portions of the project proposal request*.

In the table below, provide the estimated funding amounts and timeline for each grant and committed match funded step in the proposed project. Examples of typical descriptions have been provided but can be edited as needed.
Note that for the State Water Quality Water-quality Assistance Grant project proposals, grant funds are expected to be used for construction of capital projects and match is not currently required to receive funding.
Note that for 319(h) project proposals, grant funds may be used towards construction, education, monitoring, and reporting. All tasks identified below may be considered to apply towards match for the 319(h) grant.

Task Name	Grant Funding	Match Funding
Design / Permitting	$125,065	$62,533
Construction	$1,174,934	$587,467
	$	$
	$	$

a. Estimated Project Start Date: Spring 2022
b. Estimated Project End Date: Spring 2025

13. **Additional Information (optional):** Include other relevant information about the project that has not been addressed in the previous questions (e.g., the presence of protected species at the site).

14. **Does the project use innovative technologies/BMPs?**
For example, stormwater projects that include an extensive treatment train such as a combination of retention ponds, exfiltration trenches, and swales; or enhancements such as denitrification walls, alum and other polymer treatments, electrostatic panels, and parameter specific filters, etc., will be considered more innovative than projects that install a single conventional BMP.
☑ Yes ☐ No
If yes, please explain how the BMPs are innovative.

The system will continue to use the existing baffle boxes for preliminary screening of runoff. The system proposes a media-based filtration system to treat initial low-flows; provides additional storage to capture higher flows for treatment later through the media-based filtration system; and will continue to divert the highest flows directly to the Indian River Lagoon.

15. **For Agricultural BMP Project Proposals:** *Check all that apply and attach supporting documentation, if applicable*
☐ Project is supported by both state and local grower associations.
☐ Project complements an existing BMP project or U.S. Department of Agriculture (USDA) program.

PART IV – PROPOSED PROJECT ESTIMATED POLLUTANT LOAD REDUCTIONS

16. This proposal is for a **structural BMP** project.
☑ Yes ☐ No (If no, go to next question).

a. If the answer is yes, then enter the estimated load reductions and event mean concentrations (EMCs) in the Pollutant Load Reduction table for each BMP. *To check recommended BMP efficiencies, refer to the following link:* https://floridadep.gov/dear/water-quality-restoration/documents/statewide-best-management-practice-bmp-efficiencies

This Riverfront Park Drain Field Improvements Project will remove 29.85 lbs./yr., 4.96 lbs./yr. and 2,427 lbs./yr. of TN, TP and TSS, respectively, through treatment of the stored runoff. The system will provide additional removal through on-line treatment of low-flows.

Describe how the estimated reduction(s) were determined, including the name of the model used: *For consistency, the Department recommends using the University of Central Florida BMPTrains Model.* http://stars.library.ucf.edu/bmptrains/

BMP trains 2020 analysis was performed using an estimated storage volume equal to 0.65" of runoff; use of Bold & Gold ECT3 media. TSS reduction was estimated based on a 60% removal through the filter media based on literature. No TSS removal was estimated for the existing baffle boxes or underground storage. The system will be designed to allow on-line treatment of low-flows through the media-based filtration; however, no credit was estimated for this treatment.

b. What are the estimated residence times of any ponds, swales, etc.

This is to be decided.

17. This proposal is for a **nonstructural BMP** project, such as demonstrations, or effectiveness evaluations.
☐ Yes ☑ No

a. If the answer is yes and you are unable to fill out the Pollutant Load Reduction table, please describe below how the project will reduce pollutant loads.

POLLUTANT LOAD REDUCTIONS: *Enter in the table below the load reductions of the impaired parameters that the above described project is estimated to achieve in the affected waterbody. Repeat table as needed for load reduction per BMP implemented. Enter amounts in pounds/year (lbs./yr.).*

18. If the grant and match commitment work is part of a larger project:
    a. Are the reductions for the larger project: ☑Yes ☐No
       Note that if the reductions are for the larger project, you will also need to break out the reductions for just the grant and match committed portion.
    b. Are the reductions for the grant and match committed portion only: ☐Yes ☑No

BMP Name:

BMPs Installed	TSS lbs./yr.	TP lbs./yr.	TN lbs./yr.	Sediment lbs./yr.	BOD lbs./yr.	Mercury lbs./yr.	Fecal Coliform lbs./yr.
Load Reduction	2,427	4.96	29.85	-	-	-	-
% Reduction	-	-	-	-	-	-	-

BMP Name:

BMPs Installed	TSS lbs./yr.	TP lbs./yr.	TN lbs./yr.	Sediment lbs./yr.	BOD lbs./yr.	Mercury lbs./yr.	Fecal Coliform lbs./yr.
Load Reduction	-	-	-	-	-	-	-
% Reduction	-	-	-	-	-	-	-

TOTALS

BMPs Installed	TSS lbs./yr.	TP lbs./yr.	TN lbs./yr.	Sediment lbs./yr.	BOD lbs./yr.	Mercury lbs./yr.	Fecal Coliform lbs./yr.
Load Reduction	-	-	-	-	-	-	-
% Reduction	-	-	-	-	-	-	-

PART V: ADDITIONAL QUESTIONS FOR PROPOSALS WITH EDUCATION COMPONENT(s)

Include a full description of the proposed project, if not described in PART III.

PROJECT INFORMATION: *Please provide responses to the questions below. The questions in the section pertain to only the grant funded and local funded and/or match funded activities unless otherwise specified*.

19. Will the proposal entity be partnering with any other organization? Describe below and identify who will lead efforts for various project aspects.
    Example: Volusia County plans to collaborate with its local governments and interested local non-governmental organizations to run a joint regional education program throughout the entire county. Volusia County will take the lead in managing the Grant Agreement with the Department.) No.

20. What is the subject matter of the education outreach?
    Example: Septic maintenance education, reducing nonpoint source pollution from stormwater, reducing nonpoint source pollution through behavior change, LID/Green Infrastructure.

    Reducing nonpoint source pollution from stormwater and reducing nonpoint source pollution through behavior change.

21. What are the methods and frequency of outreach?
    Example: Develop one PSA, to be aired on local television twice a month for 6 months; and provide 3 workshops in one year, one every 4 months.

    There will be three workshops annually to include a field trip to the park. The drain field expansion will include visual access for the students to view the underground storage of stormwater.

22. What is the size and type(s) of the target audience for each method of outreach?
    Example: PSA on local television aired in X, Y, and Z counties reaching an estimated 5,000 people per airing (all age groups); Workshops – 100 adults per workshop; Workshop on reducing nonpoint source pollution in stormwater for developers of residential and business areas; Two workshops on septic maintenance for the general public; providing an education curriculum to students in primary and secondary schools.

    The annual educational workshops will be for both primary and secondary schools.

23. Does any of the outreach described above include education on low impact development (LID)? *If yes, describe what types of LID will be the subject matter.*
    No.

24. Describe any materials, not already listed, that will be developed or published under this project and the associated outreach method they will be used in.
Example: Presentation, fact sheet, and flyer for workshops.

25. Please describe how the proposed project is expected to reduce pollutant loads and/or protect unimpaired waters.

Design of the expansion of an existing underground stormwater drain field located within Riverfront Park and installation of media-based filtration under the existing lawn to the north. The Riverfront Park drain field has an existing volume of 17,700 CF which will be expanded with an additional 13,068 CF for a final volume of 30,768 CF. The design will maintain preliminary treatment through the existing baffle boxes. The design will further allow the media-based filtration system to provide on-line treatment of initial low flows; diversion of more runoff to expanded underground storage for later treatment through the media-based filter; and continued diversion of higher flows directly to the Indian River Lagoon. Phase 2 will include construction of design. Public nonpoint source education will be addressed through onsite interpretive/informational signage and a social marketing campaign to promote behavior change.

PROJECT OVERVIEW: *Provide a more detailed narrative description of the project education components, keeping in mind the following items to address in the description (limit to 2 pages).*

- Include more details on the subject matter for each type of outreach listed above (if not described in detail in previous responses).
- How will you encourage public participation?

26. **Project Effectiveness:** Measuring project effectiveness is a requirement under the 319(h) grant. Describe how the effectiveness of the education components of the proposed project will be measured. *Provide a detailed description of the method(s) used. Include estimated number of participants in the effectiveness measurement (limit to 2 pages). Examples of methods: surveys, monitoring changes in behavior.*

PART VI – CERTIFICATION, ATTACHMENTS, AND REFERENCES

I, the undersigned Authorized Representative of the Project Proposal, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the proposal for consideration of funding and to provide these assurances.

Authorized Representative_____ _____
(Signature) Stockton Whitten, Cocoa City Manager

Signed this _____ Day of _____ , 20_____

List the file names for all attachments that are included with this project proposal (such as maps, design plans, GIS files, letters of support, operations and maintenance plan, etc.), a description of what the attachment contains, and the total number of attachments submitted, including the project proposal.

Filename: City of Cocoa Stormwater Treatment Feasibility Study 10152019.pdf
Description: Feasibility study for the Stormwater Treatment facility proposed in Riverfront Park.

Filename: Stormwater 10 Year Work Plan 08-01-2019
Description: The City's 10 year work plan for Stormwater resources and facilities.

Filename:
Description:

Filename:
Description:

Filename:
Description:

Total Number of Files Submitted (include the project proposal in the total number): _3____

Cite References (if applicable):

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Public Works	**DIVISION:** Stormwater
POINT OF CONTACT: Bryant Smith	**PROJECT MANAGER:** Abby Morgan
NAME OF GRANT: Riverfront Park Drain Field Improvements Grant	
CFDA#/CFSA#:	**FUNDING AGENCY:** Federal 319(h) Grant
AMOUNT REQUESTED: $ 650,000	**GRANT DUE DATE:** 09/01/2021

PROJECT DESCRIPTION:

Design of the expansion of an existing underground stormwater drain field located within Riverfront Park and installation of media-based filtration under the existing lawn to the north. New control structures will be designed to direct runoff to the media-based filtration system, to underground storage for later treatment, and continue to divert higher runoff flows to the Indian River Lagoon. Phase 2 will include construction of design.

MATCH REQUIRED: Yes	**TARGET DATE TO COUNCIL:** 09/28/2021
(IF YES, HOW MUCH :) $ 650,000	
REIMBURSEMENT GRANT: Yes	**REIMBURSEMENT SCHEDULE:**

WHAT ARE THE REPORTING REQUIREMENTS?

Measuring project effectiveness is a requirement under the 319(h) grant.

FUTURE REQUIREMENTS TO CONSIDER:

There will be three workshops annually to include a field trip to the park.

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

Legislation Details (With Text)

File #:	21-610	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	9/7/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	

Title: Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal Flo Liquid Lime from Burnett Lime Co., Inc., Campobello, SC and LT27 Polymer from Fort Bend Services, Inc., Stafford, TX for the Dyal Water Treatment Plant and the Jerry Sellers Water Reclamation Facility for FY2022; To Approve the Second Amendment to Purchase Agreement with 1) Matheson Tri-Gas, Inc., Irving, TX for Carbon Dioxide, 2) Kemira Water Solutions, Inc., Bartow, FL for Ferric Sulfate, and 3) Allied Universal Corp., Miami, FL for Sodium Hypochlorite; To Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2022 Budget for Chemicals; Pending Approval of the FY2022 Budget. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments: Resolution - Sole Source - Chemicals 2022.pdf
B-20-01-COC Allied 2nd Amendment.pdf
B-20-01-COC Kemira 2nd Amendment.pdf
B-20-01-COC Matheson 2nd Amendment.pdf
Exhibit A - Chemicals.pdf
Exempt Vendor Listing FY21.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 7, 2021
Agenda Date: September 28, 2021
Prepared By: Sean B. McFarland, Water Plant Manager
Frank Palmieri, Wastewater Plant Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal Flo Liquid Lime from Burnett Lime Co., Inc., Campobello, SC and LT27 Polymer from Fort Bend Services, Inc., Stafford, TX for the Dyal Water Treatment Plant and the Jerry Sellers Water Reclamation Facility for FY2022; To Approve the Second Amendment to Purchase Agreement with 1) Matheson Tri-Gas, Inc., Irving, TX for Carbon Dioxide, 2) Kemira Water Solutions, Inc., Bartow, FL for Ferric Sulfate, and 3) Allied Universal Corp., Miami, FL for Sodium Hypochlorite; To Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2022 Budget for Chemicals; Pending Approval of the FY2022 Budget

BACKGROUND:

The estimated budgets for chemicals outlined in this agenda item are developed by staff based on anticipated water and sewer processing demands. Since the water and sewer processing demands will fluctuate and the actual use of chemicals will vary, the amounts listed in this agenda item will also vary, and staff will transfer required funds accordingly. The total chemical budgets authorized by this agenda in the amounts of $1,440,372 for Dyal and $76,000 for Sellers will not be exceeded unless it is resubmitted to City Council for approval.

Staff is requesting approval of the 2nd Amendment to Purchase Agreement to extend the below contracts from 10/1/21 to 9/30/22 for the following chemical bid contracts:

1. Matheson Tri-Gas, Inc., Irving, TX for the purchase of Carbon Dioxide under Bid # B-20-01-COC;
2. Kemira Water Solutions, Inc., Bartow, FL for the purchase of Ferric Sulfate under Bid # B-20-01-COC;
3. Allied Universal Corp., Miami, FL for the purchase of Sodium Hypochlorite under Bid # B-20-01-COC

Staff is also requesting City Council approval to waive the competitive bidding process for the purpose of making sole source purchases of Cal Flo Liquid Lime from Burnett Lime Co., Inc., Campobello, SC; and LT27 Polymer from Fort Bend Services, Inc., Stafford, TX.

Staff is recommending the approvals, renewals, and sole source purchases outlined above for the purpose of providing necessary chemicals for the Dyal Water Treatment Plant and the Sellers Water Reclamation Facility for FY2022.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$1,440,372
Account Number	421-4020-536.52-09 - Dyal 421-4120-536.52-09 - Sellers
Account Name	Chemicals
Source of Funds:	Operating Revenue

Dyal Plant		Budgeted
Sodium Hypochlorite	DYCH01	$174,500.00
Ferric Sulfate	DYCH04	$388,122.00
Carbon Dioxide	DYCH06	$272,000.00
CalFlo	DYCH10	$268,000.00
LT27 Sludge Polymer	DYCH13	$ 42,000.00

Sodium Hypochlorite	DYCH20	$295,750.00

Sellers Plant	Budgeted
Sodium Hypochlorite	$76,000.00

PREVIOUS ACTION:

On September 11, 2019, City Council approved Bid # B-20-01-COC to Kemira Water Solutions, Inc., Bartow, FL for the purchase of Ferric Sulfate; Allied Universal Corp., Miami, FL, for the purchase of Sodium Hypochlorite and Matheson Tri-Gas, Inc., Irving, TX for the purchase of Carbon Dioxide.

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal Flo Liquid Lime from Burnett Lime Co., Inc., Campobello, SC and LT27 Polymer from Fort Bend Services, Inc., Stafford, TX for the Dyal Water Treatment Plant and the Jerry Sellers Water Reclamation Facility for FY2022; To Approve the Second Amendment to Purchase Agreement with 1) Matheson Tri-Gas, Inc., Irving, TX for Carbon Dioxide, 2) Kemira Water Solutions, Inc., Bartow, FL for Ferric Sulfate, and 3) Allied Universal Corp., Miami, FL for Sodium Hypochlorite; To Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2022 Budget for Chemicals; Pending Approval of the FY2022 Budget.

powered by Legistar™

RESOLUTION NO. 2021-090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this Resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase or public improvement described in Exhibit "A" would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

SECTION 1. The purchase or public improvement described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this Resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this September 28th, 2021.

_____

ATTEST: MICHAEL C. BLAKE, MAYOR

_____

CARIE SHEALY, MMC, CITY CLERK

EXHIBIT “A”

To Resolution No. 2021-090

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of purchasing Cal Flo Liquid Lime from Burnett Lime Company, Inc., Campobello, SC; and LT27 Polymer from Fort Bend Services, Inc., Stafford, TX.

The Department Director provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of the Resolution.

_____

Stockton Whitten, City Manager

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2ND REVISED AMENDMENT

BID NO. B-20-01-COC – SODIUM HYPOCHLORITE

This SECOND REVISED Amendment to the purchase agreement for **Sodium Hypochlorite** is made and entered into as of June 11, 2021 by and between the **City of Cocoa** and **Allied Universal Corp. Miami, 3901 N.W. 115 Avenue, Miami, FL 33178.**

The agreement entered into on September 11, 2019, is hereby amended to renew for the 2nd and final renewal option available under the original contract documents for twelve (12) additional months, at the proposed rate ($.564/Per Gallon) terms, and conditions commencing on October 1, 2021 and terminating on September 30, 2022.

The parties hereto duly execute this SECOND Revised Amendment to become effective as of the date and year first above written.

ALLIED UNIVERSAL CORP. MIAMI	**CITY OF COCOA**
By: Jose Palma	**By:** Michael C. Blake
(Name) Printed	(Name) Printed
President / CEO	Mayor
(Title)	(Title)
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Sean McFarland, Water Treatment Manager
Diane Kozlak, Senior Buyer & Contract Agent

Finance Department – Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8844 IEmail:dkozlak@cocoafl.org

June 11, 2021

Allied Universal Corp. Miami
3901 N.W. 115 Avenue
Miami, Florida 33178
ATTN: Cristhianne Muguia
Email: Bids@Allieduniversal.com

Reference: BID # B-20-01-COC – Sodium Hypochlorite

Dear Ms. Muguia:

The contract for Sodium Hypochlorite expires on September 30, 2021. The City of Cocoa would like to renew the contract for the 2nd and final renewal option available under the contract terms, for an additional 12-month period at the proposed rate of $0.564/gallon. Please complete the attached 2nd Revised Amendment to Purchase Agreement form if, your company agrees to renew with the City of Cocoa.

Should you have any questions, or require additional information, or your company chooses not to renew please email Diane Kozlak at dkozlak@cocoafl.org. Please forward via email a copy of the signed "Amendment to Purchase Agreement" form to dkozlak@cocoafl.org no later than **June 30, 2021** to ensure no disruption in service. We look forward to hearing from you.

Sincerely,

Diane Kozlak
Senior Buyer & Contract Agent

c: Sean McFarland, Water Treatment Manager

Enclosure

Finance Department – Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8844 I Email: dkozlak@cocoafl.org

June 2, 2021

Kemira Water Solutions Inc.
FKA: Kemiron So., Inc.
316 Bartow Airport
Bartow, Florida 33830
ATTN: Christina M. Imbrogno
Email: Kwsna.bids@kemira.com

Reference: BID # B-20-01-COC – Ferric Sulfate

Dear Ms. Imbrogno:

The contract for Ferric Sulfate expires on September 30, 2021. The City of Cocoa would like to renew the contract for the 2nd and final renewal option available under the contract terms, for an additional 12-month period at the same rate as stated in the original contract documents. Please complete the attached 2nd Amendment to Purchase Agreement form if, your company agrees to renew with the City of Cocoa.

Should you have any questions, or require additional information, or your company chooses not to renew please email Diane Kozlak at **dkozlak@cocoafl.org. Please forward via email a copy of the signed "Amendment to Purchase Agreement" form to** dkozlak@cocoafl.org **no later than June 30, 2021** to ensure no disruption in service. We look forward to hearing from you.

Sincerely,

Diane Kozlak
Senior Buyer & Contract Agent

c: Sean McFarland, Water Treatment Manager

Enclosure

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2ND AMENDMENT

BID NO. B-20-01-COC – FERRIC SULFATE

This SECOND Amendment to the purchase agreement for **Ferric Sulfate** is made and entered into as of June 2, 2021 by and between the **City of Cocoa** and **Kemira Water Solutions Inc., FKA; Kemiron CO. Inc., 316 Bartow Airport, Bartow, FL 33830.**

The agreement entered into on September 11, 2019, is hereby amended to renew for the 2nd and final renewal option available under the original contract documents for twelve (12) additional months, at the same rate ($255.00/Per Ton) terms, and conditions commencing on October 1, 2021 and terminating on September 30, 2022.

The parties hereto duly execute this SECOND Amendment to become effective as of the date and year first above written.

KEMIRA WATER SOLUTIONS, INC.	CITY OF COCOA
By: Gayla Walker	**By:** Michael C. Blake
(Name) Printed	(Name) Printed
Commercial Support Specialist	Mayor
(Title)	(Title)
Signature 6/11/21 Date	Signature Date

CC: Carie Shealy, City Clerk
Sean McFarland, Water Treatment Manager
Diane Kozlak, Senior Buyer & Contract Agent

Finance Department – Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8844 I Email: dkozlak@cocoafl.org

June 11, 2021

Matheson Tri-Gas, Inc.
909 Lake Carolyn Parkway Suite 1300
Irving, TX 75039
Email: brhensley@mathesongas.com

ATTN: Brandon Hensley

Reference: BID # B-20-01-COC – Carbon Dioxide

Dear Mr. Hensley:

The contract for Carbon Dioxide expires on September 30, 2021. The City of Cocoa would like to renew the contract for the 2nd and final renewal option available under the contract terms, for an additional 12-month period at the proposed rate of $239.56/ton. Please complete the attached 2nd Revised Amendment to Purchase Agreement form if, your company agrees to renew with the City of Cocoa.

Should you have any questions, or require additional information, or your company chooses not to renew please email Diane Kozlak at dkozlak@cocoafl.org. Please forward via email a copy of the signed "Amendment to Purchase Agreement" form to dkozlak@cocoafl.org no later than **June 30, 2021** to ensure no disruption in service. We look forward to hearing from you.

Sincerely,

Diane Kozlak
Senior Buyer & Contract Agent

c: Sean McFarland, Water Treatment Manager

Enclosure

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2ND REVISED AMENDMENT

BID NO. B-20-01-COC - CARBON DIOXIDE

This SECOND Revised Amendment to the purchase agreement for **Carbon Dioxide** is made and entered into as of June 11, 2021 by and between the **City of Cocoa** and **Matheson Tri-Gas Inc., 909 Lake Carolyn Parkway Ste., Irving, TX 75039.**

The agreement entered into on September 11, 2019, is hereby amended to renew for the 2nd and final renewal option available under the original contract documents for twelve (12) additional months, at the rate of $239.56/Ton, terms, and conditions commencing on October 1, 2021 and terminating on September 30, 2022.

The parties hereto duly execute this SECOND Amendment to become effective as of the date and year first above written.

Matheson Tri-Gas Inc.	**CITY OF COCOA**
By: Jesse Rodgers	**By:** Michael C. Blake
(Name) Printed	(Name) Printed
Vice President of Product Management	Mayor
(Title)	(Title)
Jesse Rodgers 6/21/2021	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Sean McFarland, Water Treatment Manager
Diane Kozlak, Senior Buyer & Contract Agent

EXHIBIT A

FY2022 ANNUAL CHEMICALS - Dyal Water Treatment Plant

BUDGETARY IMPACT W/ PROJECT TOTALS

Line	Vendor	PRODUCT	PROJECT #	BID NO.	Estimated QTY/TONS	REQUESTED ACTION	Unit of Measure	Unit Cost	Estimated Project Budget Extended Total	EXPIRES
1	Allied Universal Corp.	Sodium Hypochlorite	DYCH01	B-20-01-COC	339,494	2nd Amendment	GAL	0.514	174,500	9/30/2022
2	Carmeuse Lime & Stone	Quick Lime Pebble 3/8" & 3/4"	DYCH02	B-20-19-COC	4852	Year 2 of 3 year contract	Tons	317.54	1,829,564	9/30/2022
3	Harcros Chemicals, Inc.	Hydrofluosilicic Acid	DYCH03	Piggyback	76	Piggyback	Tons	416.29	32,000	9/30/2022
4	Kemira Water Solutions, Inc.	Ferric Sulfate	DYCH04	B-20-01-COC	1160	2nd Amendment	Tons	255	388,122	9/30/2022
5	Matheson Tri-Gas, Inc.	Carbon Dioxide	DYCH06	B-20-01-COC	916	2nd Amendment	Tons	212.75	272,000	9/30/2022
6	Tropichem Enterprises	Wisprofloc N Starch	DYCH07	B-20-19-COC	32	Year 2 of 3 year contract	Tons	5580	214,024	9/30/2022
7	Genesis Alkali, Inc	Soda Ash	DYCH09	B-21-31-COC			Tons		815,000	9/30/2022
8	Burnett Lime	CalFlo	DYCH10	Proposal	3,671,232	Proprietary SS Purchase	Liquid Lb.	0.073	268,000	9/30/2022
9	Linde, Inc.	Liquid Oxygen (LOX)	DYCH11	B-20-19-COC	436	Year 2 of 3 year contract	Tons	128.02	71,705	9/30/2022
10	ACP South	Superfloc N-1986	DYCH12	Proposal	10	Lowest Quote	TOTE	2801.15	30,000	9/30/2022
11	Fort Bend Services, Inc.	LT27 Polymer 36-Bag/Pallet	DYCH13	Proposal	321	Proprietary SS Purchase	Bag	130.59	42,000	9/30/2022
12	Hawkins, Inc.	Ammonium Sulfate	DYCH16	B-21-10-COC	90,000	Year 2 of 3 year contract	GAL	1.89	186,100	9/30/2022
13	Allied Universal Corp.	Sodium Hypochlorite	DYCH20	B-20-01-COC	575,389	2nd Amendment	GAL	0.514	295,750	9/30/2022
14	Hawkins, Inc.	Ammonium Sulfate	DYBS01	B-21-10-COC	9,500	Year 2 of 3 year contract	GAL	1.89	18,000	9/30/2022
	ANNUAL CHEMICAL BUDGET GRAND TOTAL FOR: Dyal Water Treatment Plant - ACCOUNT NUMBER: 421-4020-536.52-09								4,636,765	

FY2022 ANNUAL CHEMICALS - Sellers Water Reclamation Plant

BUDGETARY IMPACT W/ PROJECT TOTALS

Line	Vendor	PRODUCT	PROJECT #	BID NO.	Estimated QTY/TONS	REQUESTED ACTION	Unit of Measure	Unit Cost	Estimated Project Budget Extended Total	EXPIRES
1	Allied Universal Corp.	Sodium Hypochlorite	DYCH01	B-20-01-COC	147,859	2nd Amendment	GAL	0.514	76,000	9/30/2022
	ANNUAL CHEMICAL BUDGET GRAND TOTAL FOR: Sellers Water Reclamation Plant - ACCOUNT NUMBER: 421-4120-536.52-09								76,000	

Approved By:
Purchasing Manager:
Finance Director
City Manager:



PURCHASING DIVISION
10/1/20

EXEMPT VENDOR LISTING FY21

Approved vendors are exempt from competitive bid, purchase or quote. Requisitions for vendors listed are coded 017.

Approved Vendor	Vendor Number	Department	Single Source	Sole Source	Standardized Source	Product/Service
Advanced Det. Security (ADS)	7942	PW	☐	☐	☒	AES Radio, Fire, Security, Sprinkler Monitoring, Annual T&I
ACOM	7486	IT	☒	☐	☐	Maint. & licensing for check printing system,
Aerzen USA Corp.	6522	UT-SELLERS	☒	☐	☐	Parts, Supplies & Service for Single Stage Blowers
Alfa Lava, Inc.	9896	UT-SELLERS	☒	☐	☐	Parts for Belt Filter presses
AWC Inc.	9206	UT	☒	☐	☐	ABB Instrumentation & (Dyal) SCADA system hardware, technical support, and software license renewal for Siemens SIEPRO
Barney's Pumps	544	UT	☒	☐	☐	Warranty & Non-Warranty Parts & Repairs for Aurora and Layne/Verti-Line Pumps
Blue Ally (Datrium)	10222	IT	☒	☐	☐	Datrium licensing and maint. Hyper-converge computing infrastructure.
BorderLan (KnowBe4)	10354	IT	☐	☒	☐	Cyber security training platform
Burnett Lime Company Inc.	8684	UT	☐	☒	☐	CAL-FLO chemical
Business Oriented Software Solutions, Inc (BOSS)	9803	IT	☒	☐	☐	IT Helpdesk & Asset Management
Canon Solution America Inc	9643	UT-ADMIN	☒	☐	☐	Service & support for full-size plotter
Carter & Ver Planck Inc.	882	UT-SELLERS	☒	☐	☐	Parts & Service of Flowserve Pumps
CivicPlus	8911	IT	☒	☐	☒	Design, hosting services, and a content management system for the City's website
Culligan Water Products	1668	UT	☐	☐	☒	Services & supplies for Culligan Deionized Water Systems
Cummins Power South	10276	UT-SELLERS	☐	☒	☐	Standby Generator Repair & Parts for Cummins Generator
Diversified Engineering Intl	8095	UT	☒	☐	☐	Risk management training, maintenance & documentation (Dyal)
DLT Solutions LLC	6248	UT	☒	☐	☐	AutoCAD software & licensing
DRV Tech (Spoolflex)	8353	IT	☒	☐	☐	Provides maintenance and licensing for the City's I-Series print spooler system (Spoolflex)
Dude Solutions Inc.	10225	PW	☒	☐	☒	(PW) Work Order System Yearly License
E.H. Wachs Company	5977	UT	☒	☐	☐	Repair & Equipment Guillotine Saw & Automated Valve truck/trailer
Environmental Express	9775	UT	☒	☐	☐	Bac T containers and TSS filters
ERA – A Waters Company	3444	UT	☒	☐	☐	Proficiency test & demonstration of capability annual certification
ESRI – Environmental Sys Research	4135	PW	☐	☐	☒	Small Government Term Enterprises License Agreement and Small Enterprise License Agreement Training Package for GIS Software
Express Badging Svc Inc	9901	HR	☒	☐	☒	Employee HID Cards
Faster Asset Solutions	7814	PW-FLEET	☒	☐	☒	Service provider for "faster" Fleet Management System

Exempt vendors must have supporting justification for use. Use of Single Source, provide OEM, Authorized Distributor, Dealer of Record or Re-Seller company letterhead memo stating authorization to provide product or services. Use of Sole Source, only one supplier capable of delivering service or product must have memo with company letterhead to justify. Use of Standardization Source must accompany justification of department impact statement to standardize with use of single or sole source if choosing to standardize product or services.

Approved By:
Purchasing Manager:
Finance Director
City Manager:



PURCHASING DIVISION
10/1/20

EXEMPT VENDOR LISTING FY21

Approved vendors are exempt from competitive bid, purchase or quote. Requisitions for vendors listed are coded 017.

Approved Vendor	Vendor Number	Department	Single Source	Sole Source	Standardized Source	Product/Service
Fisher	115	UT	☒	☐	☐	Instruments and chemicals
Florida High Speed Internet (FLHSI)	10134	IT	☐	☒	☐	Leased Circuits (PD/EOC), Fiber Optic Infrastructure, wireless communications, SIP Trunks.
Fort Bend Services Inc	7149	UT	☒	☐	☐	LT-27 Polymer
Gerber Pumps Intl.	1449	UT	☒	☐	☒	DISCFLO pumps
Granicus	9009	IT	☒	☐	☒	Provides maintenance and licensing for the City's agenda platform and video recording in Council Chambers
HACH Equipment Company	93	UT	☐	☐	☒	Supplies for Field and Lab analyzers & WIMS software (Dyal)
Idexx Laboratories Inc	2780	UT-ADMIN	☐	☐	☒	Idexx supplies for water testing
Industrial Chemicals Inc	8632	UT	☐	☐	☒	Superfloc Polymer
Insource Software Solutions Inc.	9591	UT	☒	☐	☐	Wonderware Human Machine Interface Software (Dyal) & ThinClient software licensing agreements
Iwater Inc.	9504	PW	☒	☐	☐	INFRAMAP Now Software training & updates/upgrades
Kronos Inc.	7769	IT	☒	☐	☒	ETK Configuring & Managing Pay Rules, training, updates/upgrades
Municipal Code Corporation (Municode)	1766	IT	☒	☐	☒	City of Cocoa Code Book Supplements
Orange County Utilities/ Water Quality	8827	UT	☐	☒	☐	Crypto/Guardia testing, LT2 & biannual wastewater testing
Pathsolutions.com	9587	IT	☒	☐	☐	Provides maintenance and licensing for the City's network path management system
Pro-Co Inc.	8446	UT	☒	☐	☐	Rexa Valve Actuators
S & L Materials Inc.	9189	PW	☒	☐	☐	Shell Rock Road Base Material
Solid Waste Management	5123	UT	☐	☒	☐	Landfill
Sonitrol of Florida East Coast	8214	UT-DYAL	☐	☒	☐	Electronic security doors, gates, monitoring, maintenance & equipment
South Florida Emergency Vehicles	9912	PW-FLEET	☒	☐	☐	Parts & Service for Sutphen Fire Apparatus
Stantec Consulting Service Inc.	10139	IT	☒	☐	☐	Rate models & financial data

Exempt vendors must have supporting justification for use. Use of Single Source, provide OEM, Authorized Distributor, Dealer of Record or Re-Seller company letterhead memo stating authorization to provide product or services. Use of Sole Source, only one supplier capable of delivering service or product must have memo with company letterhead to justify. Use of Standardization Source must accompany justification of department impact statement to standardize with use of single or sole source if choosing to standardize product or services.

Approved By:
Purchasing Manager:
Finance Director
City Manager:



PURCHASING DIVISION
10/1/20

EXEMPT VENDOR LISTING FY21

Approved vendors are exempt from competitive bid, purchase or quote. Requisitions for vendors listed are coded 017.

Approved Vendor	Vendor Number	Department	Single Source	Sole Source	Standardized Source	Product/Service
TEAM Industrial Services, Inc.	9615	UT	☒	☐	☐	InsertValve installation equipment, valves, & related training & installation services
Ten-8 Fire Equipment Inc.	503	PW-FLEET	☒	☐	☐	Parts & service for Pierce Fire Apparatuses
Tracer Electronics LLC	10023	UT	☒	☐	☐	Sensors & Software GPR locating units and related parts
Trane Maitland	9530	UT-DYAL	☒	☐	☒	Trane HVAC Equipment & Tracer Summit Building Automation System
Trane Orlando Company	6762	PW	☒	☐	☒	Trane HVAC Equipment & Tracer Summit Building Automation System
Vapex Environmental Technologies	10105	UT-SELLERS	☒	☐	☐	Vapex O-Mega odor control system warranty, quarterly equipment maintenance service and PLC unit remote monitoring
Vermont Systems	8919	IT	☒	☐	☐	Provides maintenance and licensing for the City's leisure services system
Water Treatment & Controls Co.	1345	UT	☒	☐	☐	Repair & Parts for Paste Lime Slaker by Integrity and Municipal Syst. & Siemens Deplox Chlorine monitor, Deplox Chlorine and Fluoride Analyzers
Xylem Water Solutions USA, Inc. PA	1240	UT	☒	☐	☐	Wedeco ozone generator systems hardware, software, programming, repair & maintenance
Xylem Water Solutions USA, Inc. FL	9534	UT	☒	☐	☐	Wedeco ozone generator systems hardware, software, programming, repair & maintenance

Exempt vendors must have supporting justification for use. Use of Single Source, provide OEM, Authorized Distributor, Dealer of Record or Re-Seller company letterhead memo stating authorization to provide product or services. Use of Sole Source, only one supplier capable of delivering service or product must have memo with company letterhead to justify. Use of Standardization Source must accompany justification of department impact statement to standardize with use of single or sole source if choosing to standardize product or services.

Legislation Details (With Text)

File #:	21-611	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	9/7/2021		**In control:**	City Council	
On agenda:	9/28/2021		**Final action:**		
Title:	Approve Task Order 2022-22 with Jacobs Engineering Group (Jacobs) for the Sea Ray Drive Bridge 36-Inch Water Main Crossing Relocation Design and Permitting Services; Pending Approval of the FY2022 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-JACOBS 2022-22 $305,867.00 - UT-ENGIN.pdf TO 2022-22 Sea Ray Drive_Sykes Creek WM Crossing.pdf 02_05_2020 Agreement for Continuing Engineering Services for Water System.pdf Jacobs COI - Exp 7-1-22.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 7, 2021
Agenda Date: September 28, 2021
Prepared By: Katherine Ennis, P.E., Utilities Deputy Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2022-22 with Jacobs Engineering Group (Jacobs) for the Sea Ray Drive Bridge 36-Inch Water Main Crossing Relocation Design and Permitting Services; Pending Approval of the FY2022 Budget

BACKGROUND:

Brevard County is currently in the process of designing the replacement of the Sykes Creek Bridge Crossing on Sea Ray Drive. This bridge was damaged during Hurricane Mathew and it has been determined by the County that it would need to be replaced. The City of Cocoa has a 36” water main aerial crossing that is attached to the existing bridge which will have to be relocated for the bridge to be replaced. The City of Cocoa is proposing directional drilling the crossing which will eliminate the conflict with the bridge. In addition, the directional drill under Sykes Creek will increase the reliability of a critical transmission pipe and reduce vulnerability during future storm events.

The scope of work of this task order includes the design, environmental and land surveying, and permitting services for the relocation of approximately 1,400 linear feet of 36” water main.

This work was identified in the FY2021 Capital Improvements Plan and is currently budgeted and the

budget will roll into the new year.

Staff recommends approval of this project.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

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

(This project is in the FY21 Budget and Finance will roll the budget into FY22)

Amount Requested	$305,867
Account Number	424-4055-536.63-00, WS21SC
Account Name	Infrastructure
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve Task Order 2022-22 with Jacobs Engineering Group (Jacobs) for the Sea Ray Drive Bridge 36-Inch Water Main Crossing Relocation Design and Permitting Services; Pending Approval of the FY2022 Budget.

powered by Legistar™

Task Order Request Form

P-Form 2021.09 Revised 08/17/2021

Continuing Engineering Services for the Water System	2022-17
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 08/24/21 City Bid Number: RFQ-20-03-COC AMOUNT: $ 374,956.00

Vendor Name: Jacobs Engineering Group (Jacobs) Quote/Proposal Number:

Dept. Number/Division Name: 4020 Utilities/Dyal

Project Name: Project Management & SCADA Project Number:

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

AMENDMENT

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

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

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

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

Design is Construction Related: ☐ YES ☐ NO ☑ N/A Good Faith Estimate of Construction Value:

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☑ N/A

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

Requestor Department Director

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

Task Order : ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2022-17

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $50K)

Mayor (Purchases that exceed $50K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $50K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $50K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

City of Cocoa
Task Order 2022-22

FY 2022 Engineering Services for the Water System – Sea Ray Drive – 36-inch Water Main Sykes Creek Crossing

Objective

Pursuant to the Agreement awarded by the City of Cocoa on February 5, 2020, JACOBS Engineering Group (JACOBS), work in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System described in this scope of work.

The City of Cocoa's (City) water distribution system includes a water main crossing across Sykes Creek on Sea Ray Drive in Merritt Island. This crossing provides potable water service to east Merritt Island and beach side customers. The beach side area of the City's water distribution system serves several municipalities including the cities of Cape Canaveral and Cocoa Beach, Patrick Air Force Base, and various unincorporated areas of Brevard County.

The existing water main crossing Sykes Creek is attached to the south side of the Sea Ray Drive bridge. Due to planned bridge repairs, the water main must be relocated.

The City has requested Jacobs to perform engineering and permitting services for this project.

The JACOBS team will be providing these services, with a majority of the services conducted by our subconsultant, CHA Consulting, Inc. (CHA). This scope of services is described in the pages that follow.

Scope of Services

Task 1 – Project Management

Task 1.1 Project Management and Administration

JACOBS will perform general project coordination and management activities, as well as administrative activities and coordination with City staff. JACOBS will prepare progress reports and invoices to be submitted on a monthly basis, or as requested by the City for the duration of the project. The services provided by CHA under this Task are identified in Attachment B.

Task 1.2 Kickoff Meeting

JACOBS will attend a project kickoff meeting with City staff to discuss the intentions, goals and expectations for this project. The kickoff meeting will also include discussion of the project schedule, deliverables and major milestones review meeting frequency. The services provided by CHA under this Task are identified in Attachment B.

Task 1.3 Project Meetings and Progress Updates

JACOBS will attend project meetings as needed or requested by the City. JACOBS will perform general project coordination and management activities between CHA and the City. The services provided by CHA under this Task are identified in Attachment B.

Task 1 Deliverables as provided by CHA

- Kick-off Meeting Agenda – electronic draft copy (MS Word) for editing; 10 hard copies at meeting.
- Kick-off Meeting Summary – electronic draft copy (MS Word); electronic final copy (PDF).
- Monthly Project Progress Meeting Agenda – electronic draft copy (MS Word) for editing; 10 hard copies at meeting.
- Monthly Project Progress Meeting Summaries – electronic draft copy (MS Word); electronic final copy (PDF).
- Monthly Progress Report – one (1) electronic copy (PDF).

Task 2 – Design Support Services

A majority of the work under this Task will be performed by CHA. Jacobs will attend meetings, as needed. The services provided by CHA under this Task for ecological investigation services and land surveying services (if required) are identified in Attachment B. These services will be performed concurrently with Task 3.0 – 30% Design. Work or portions of work for land surveying services will be provided based on approval by the City.

Task 2 Deliverables as provided by CHA

- Memorandum of ecological findings – Electronic copy (PDF).
- Memorandum of river grass survey findings – Electronic copy (PDF).
- Final land and creek topographic survey drawings signed and sealed by a registered land surveyor – CAD files; PDF electronically signed and sealed (If Required).

Task 3-Design Services

A majority of the work under this Task will be performed by CHA. The services provided by CHA under this Task are identified in Attachment B. Jacobs will attend meetings, as needed.

Task 3 Deliverables as provided by CHA

- 30% design phase drawings. Electronic file (PDF)
- 60% design phase drawings and technical specifications – Electronic files (PDFs).
- 90% design phase drawings and technical specifications – Electronic files (PDF).
- 100% construction phase drawings and technical specifications – Electronic file (PDF).
- Opinion of Probable Construction Cost at 30%, 60%, 90% and 100% design – Electronic File (PDF).

Attendance at review meetings (60% design, 90% design) and meeting summaries for the review meetings. All Task 3 deliverables will be submitted by CHA to City of Cocoa for review and comment.

Task 4 – Permitting Services

A majority of the work under this Task will be performed by CHA. The services provided by CHA under this Task are identified in Attachment B. Jacobs will attend meetings, as needed. A permitting fees allowance is included in Task 5. The anticipated permit fee will be presented to the City for preparation of the payment.

Task 4 Deliverables as provided by CHA

- Pre-Application Meeting with FDEP including meeting summary – Electronic file (PDF).
- Pre-Application meeting with USACE including meeting summary (Electronic file (PDF).
- Pre-Application meeting with FDOT including meeting summary – Electronic file (PDF).
- Pre-Application meeting with Brevard County including meeting summary – Electronic file (PDF).

TASK 5 – Permitting Fee Allowance

There are no services provided by JACOBS under this Task. CHA has included a permitting fee allowance of $15,000 under their services provided and identified in Attachment B. The anticipated permit fee will be presented to the City for preparation of payment.

Additional Services

The following additional services may be provided by JACOBS upon authorization through an amendment to this Task Order by the City and agreement on compensation to JACOBS.

- Wetland, listed species or river seagrass mitigation plans.
- Title searches relating to property ownership and/or easements.
- Bidding services including contractor pre-qualification.
- Construction administration or management services.
- Services not specifically included in the above scope of services.

City Responsibilities

The City will be responsible for the following:

1. Providing requested data including record or as-built drawings, specifications, equipment preferences, operating data and other requests identified during the project delivery.
2. Historical Survey in CAD format and geotechnical information.
3. Technical reviews, meetings, workshops, and policy decisions as required.

Safety

JACOBS will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations.

JACOBS will notify affected personnel of any site conditions posing an imminent danger to them which JACOBS observes.

Task Order Assumptions:

Assumption - Jacobs will reasonably rely upon the accuracy, and completeness of the information/data provided by the Client or other third parties.

Any review by JACOBS of design prepared by a third- party shall be for general conformance with the design intent, drawings and specifications but not a complete review of all design details and calculations. The Designer and their design professionals shall remain responsible for the accuracy and completeness of their design and construction documents. JACOBS does not assume any liability for work product(s) prepared by third parties, including but not limited to design and related work and makes no representation or warranty regarding same.

Schedule

The schedule for this project is assumed to be 10 months following the Notice to Proceed (excluding land survey services- additional time may be required is survey services is required).

Compensation

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

Task	Hours	Fee
TASK 1 Program Management	36	$6,324
TASK 2 Design Support Services	4	$796
TASK 3 Design Services	32	$6,056
TASK 4 Permitting Services	8	$1,436
TASK 5 Permitting Allowance	N/A	$0
Expenses	N/A	$0
SUBCONSULTANT (CHA Consulting, Inc.)	N/A	$291,255
Grand Total	**80**	**$305,867**

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

Acceptance

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

Approved for City of Cocoa	Accepted for JACOBS Engineering Group
By _____	By _____
	Francois Didier Menard
Title _____	Title Vice President
Date _____	Date September 07, 2021

ATTACHMENT A

City of Cocoa FY2022 Engineering Services for the Water System-Sea Ray Drive - 36-inch Water Main Sykes Creek Crossing
Task Order 2022-22 Labor Hour Breakdown - 09/01/2021

		Per Diem Schedule Description								
		Principal/Senior Reviewer/Consultant/Senior Project Manager	Senior Professional Engineer/Scientist/Consultant	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	Professional Engineer/Scientist/Consultant/Project Manager	Junior Professional Engineer/Scientist/Consultant	Project Engineer/Scientist/Consultant	Office/Project Administration	Labor Hours	Labor Fee
TASK #	**TASK NAME**	$235.00	$218.00	$199.00	$169.00	$142.00	$120.00	$85.00		
1	**Project Management**									
1.1	**Program Management and Administration**			8					8	$1,592
1.2	**Kickoff Meeting**			2					2	$398
1.3	**Project Meetings and Progress Updates**	2		16				8	26	$4,334
								Task Subtotals	**36**	**$6,324**
2	**Design Support Services**									
				4					4	$796
								Task Subtotals	**4**	**$796**
3	**Design Services**									
		4		24				4	32	$6,056
								Task Subtotals	**32**	**$6,056**
4	**Permitting Services**									
		2		4				2	8	$1,436
								Task Subtotals	**8**	**$1,436**
5	**Permitting Fee Allowance - NA**									
									0	$0
								Task Subtotals	**0**	**$0**
								Labor Total	**80**	**$14,612**
								Expenses		**$0**
								Subcontracts (CHA Consulting, Inc)		**$291,255**
								Task Order Total		**$305,867**

ATTACHMENT B

SCOPE OF SERVICES & FEE

Sea Ray Drive – 36" Water Main Sykes Creek Crossing
August 31, 2021

Owner: City of Cocoa
Consultant: Jacobs Engineering, Inc.
Sub-Consultant: CHA

I. INTRODUCTION

The City of Cocoa's (City) water distribution system includes a water main crossing across Sykes Creek on Sea Ray Drive in Merritt Island. This crossing provides potable water service to east Merritt Island and beach side customers. The beach side area of the City's water distribution system serves several municipalities including the cities of Cape Canaveral and Cocoa Beach, Patrick Air Force Base, and various unincorporated areas of Brevard County.

The existing water main crossing Sykes Creek is attached to the south side of the Sea Ray Drive bridge. Due to planned bridge repairs, the water main must be relocated. The City has requested Jacobs to perform engineering and permitting services for this project.

CHA has prepared this scope of services to support Jacobs with engineering and permitting services in completing the Sea Ray Drive – 36" Water Main Sykes Creek Crossing Project (Project) which is approximately 1,400 linear feet of 36" pipeline.

II. SCOPE OF SERVICES

TASK 1.0 – PROJECT MANAGEMENT

1.1 General Project Administration - CHA will perform general project coordination and management activities, as well as administrative activities and coordination with Jacobs, subconsultants, and City staff for this authorization. Additionally, CHA will prepare invoices and submit progress reports on a monthly basis to advise and highlight the overall progress of the design and permitting tasks, as well as identify completed, on-going, or pending project activities.

1.2 Kick-Off Meeting - CHA will prepare an agenda and attend a project kickoff meeting with Jacobs and City staff to discuss the intentions, goals and expectations for this project. The kickoff meeting will also include discussion of the project schedule, deliverables and major

milestones review meeting frequency. CHA will prepare a meeting summary for distribution to attendees following the meeting.

1.3 Project Meetings and Progress Updates - CHA will prepare and attend up to five (5) project meetings and five (5) periodic calls with Jacobs and the City to discuss project's progress and the critical items required to maintain the schedule.

Task 1.0 Deliverables

- Kick-off Meeting Agenda – electronic draft copy (MS Word) for editing; 10 hard copies at meeting.
- Kick-off Meeting Summary – electronic draft copy (MS Word); electronic final copy (PDF).
- Monthly Project Progress Meeting Agenda – electronic draft copy (MS Word) for editing; 10 hard copies at meeting.
- Monthly Project Progress Meeting Summaries – electronic draft copy (MS Word); electronic final copy (PDF).
- Monthly Progress Report – one (1) electronic copy (PDF).

TASK 2.0 – DESIGN SUPPORT SERVICES

The CHA team will provide ecological investigation services for the Project as outlined below. The CHA team will also perform land creek surveying/SUE (if required) for this project as outlined below. It is anticipated that the existing geotechnical investigation information is sufficient. These services will be performed concurrently with **Task 3.0 – 30% Design**.

2.1 Ecological Services - The CHA team will provide ecological investigations along the proposed construction corridor. The services include the following:

i. Perform an ecological investigation to identify existing wetlands and any threatened or endangered species within the project corridor. The investigation limits include approximately 800 feet west of Sykes Creek to approximately 1000 feet east of Sykes Creek and will extend from the north edge of SR 528 westbound lane pavement to approximately 250 feet north of Sea Ray Drive edge of pavement.

ii. Perform a submerged aquatic resource survey extending from the north edge of SR 528 westbound lane pavement to approximately 250 feet north of Sea Ray Drive edge of pavement.

iii. Develop a report documenting the ecological conditions present within the proposed construction corridor including recommendations for mitigation measures if necessary. If mitigation measures are required for permitting, a scope amendment for developing mitigation plans will be submitted for approval.

2.2 Land Surveying Services (As Needed) – It is assumed that the City will provide appropriate survey. If based on CHA's review of survey information conducted as a part of task 3.1 finds survey information is incomplete, then CHA will request for approval of land surveying services. If needed, the CHA team will provide services to complete land surveying requirements for the project. The services generally include the following:

i. Perform a topographic survey of the proposed construction corridor and existing utility tie-in locations for preparation of the construction drawings. The topographic survey will include vertically and horizontally locating above ground improvements and features that are visible and readily identifiable. The limits of the survey are the same as for Task 2.1 above and include the creek.

ii. Determine right-of-ways and property boundaries through the proposed construction corridor utilizing FDOT right-of-way maps.

iii. Horizontally and vertically locate existing utilities at the water main tie-in points and anticipate conflicts using subsurface utility excavation (SUE) and add the information to the Surveyor's Report. A total of six (6) excavations are included. If additional SUEs are required, a scope amendment will be submitted for approval.

iv. Provide an electronic copy of the Surveyor's Report and survey in compliance with the current Standards of Practice for Surveying and Mapping.

v. Provide a sketch of description including a meter and bounds lease area description that complies with FDEP requirements for leases and private easements. (For FDEP Sovereign Submerged Lands Public Easement).

This work or portions of this work will only be provided based on approval from Jacobs/City.

Task 2.0 Deliverables

- Memorandum of ecological findings – Electronic copy (PDF).
- Memorandum of river grass survey findings – Electronic copy (PDF).
- Final land and creek topographic survey drawings signed and sealed by a registered land surveyor – CAD files, PDF electronically signed and sealed. (If Required).

TASK 3.0 –DESIGN SERVICES

The CHA team will provide final design services for this project as outlined below.

3.1 Data Collection, Review and Site Visits - CHA will collect and review available information relating to the project. Information may include (but may not be limited to) records, maps, aerial photographs, survey and easements, Right-of-Way (ROW) records, plans, record drawings, soil investigation reports, zoning classifications, 100 year flood plain maps, and elevation data. In the event the City provided survey information is incomplete, approval to conduct task 2.2 will be requested from the City and Jacobs. CHA will coordinate and conduct up to two (2) site visits prior to and during the preparation of contract documents.

3.2 30% Design

i. The CHA team will acquire and review local geology information and review existing FDOT soil boring data to establish a risk matrix for HDD construction under the creek.

ii. Conduct an HDD alignment study. The CHA Team will review the following information:

- Space requirements for entry and exit of HDD.
- FDOT basic criteria for protection of bridge structure foundations.

The CHA team will then establish a proposed alignment for the HDD construction and coordinate any final requirements for design support services.

iii. Prepare 30% design documents based on the results of the above subtask items. The CHA team will prepare base sheet layouts including plan and profiles of the proposed water main.

iv. Conduct 30% design document reviews with Jacobs and the City. The CHA team will present the 30% documents at a meeting with Jacobs and the City. After a 21-day Jacobs/City review period, the CHA team will have a follow-up meeting with Jacobs and the City to review Jacobs/City comments.

3.3 Preparation of 60 % Design Phase Documents – Once Jacobs and the City have approved the 30% design documents, the CHA team will prepare 60% Design Phase documents for the water main as indicated below.

i. Prepare general drawings (cover, general notes and standard details) to a 60% completion level.

ii. Prepare civil drawings for the water main, which will include plan and profile views, to a 60% completion level.

iii. Prepare Technical Specifications to a 60% completion level. Specifications will include a sequence of construction to maintain operation of the existing facilities during testing and disinfection activities.

iv. Prepare an Opinion of Probable Construction Cost (OPCC).

v. Attend a 60 % design phase document review meeting with Jacobs and the City. CHA will provide the meeting agenda and a summary with action items resulting from the meeting.

vi. Respond to Jacobs/City comments and outline revisions to be made to the documents.

3.4 Preparation of 90% Design Phase documents and 100% Construction Phase documents (For Bid) – The CHA team will prepare 90% Design Phase documents and 100% Construction Phase documents for bid (including the construction drawings, the technical specifications, and a bid form) for the water main as indicated below.

i. Prepare general drawings to a 90% completion level.

ii. Prepare civil drawings for the water main to a 90% completion level.

iii. Prepare a complete draft 90% set of Technical Specifications (Project Manual).

iv. CHA will prepare a draft bid form for preparation of the final Bid Form by Jacobs/City.

v. At the end of the 90% design completion level assemble and submit contract documents to Jacobs and the City for review and comments.

vi. Prepare an updated OPCC.

vii. Attend a 90% Design Phase review meeting with Jacobs and the City. CHA will provide the meeting agenda and a summary with action items resulting from the meeting.

viii. Respond to Jacobs/City comments and outline revisions to be made to the documents.

ix. Prepare 100% Construction Phase documents (For Bid) and deliver to Jacobs and the City including a final OPCC.

Task 3.0 Deliverables

- 30% design phase drawings. Electronic file (PDF)
- 60% design phase drawings and technical specifications – Electronic files (PDFs).
- 90% design phase drawings and technical specifications – Electronic files (PDF).
- 100% construction phase drawings and technical specifications – Electronic file (PDF).
- Opinion of Probable Construction Cost at 30%, 60%, 90% and 100% design – Electronic File (PDF).
- Attendance at review meetings (60% design, 90% design) and meeting summaries for the review meetings.

TASK 4.0 – PERMITTING SERVICES

Permitting services will be provided exclusive of the payment of permit fees which will be paid by the City using Task 5 – Permitting Fees Allowance. The anticipated permit fee will be presented to Jacobs/the City for preparation of the payment. Based on the preliminary evaluation, the following services are anticipated:

4.1 Pre-Application Meetings: Conduct 30% design document reviews with FDEP, USACE, FDOT, and Brevard County. The CHA team will meet with the agencies to review the 30% design drawings, obtain any initial regulatory agency comments on the 30% design, and confirm permit requirements and fees.

4.2 Application Preparation and Submission: Prepare and submit required project related permit applications and supporting documentation necessary to obtain the required permits for construction and operation of the project. The following permits are anticipated for this project:

i. Florida Department of Environmental Protection (FDEP) "Application for a Specific Permit to Construct PWS Components"

ii. FDEP "Individual Statewide Environmental Resource Permit"

iii. FDEP "Sovereign Submerged Lands Public Easement"

iv. US Army Corps of Engineers "Regional General Permit SAJ-14, Subaqueous Utility And Transmission Lines In Florida"

v. Florida Department of Transportation (FDOT) right-of-way permit "FDOT Utility Permit Form"

vi. Brevard County Public Works Department right-of-way permit application "Brevard County Right-of-Way/Easement Permit Application"

The scope includes permitting the project through a single permit submittal and two (2) requests for additional information for each permit application. All other permits or additional permit fees are deemed as additional services.

Task 4.0 Deliverables

- Pre-Application Meeting with FDEP including meeting summary – Electronic file (PDF).
- Pre-Application meeting with USACE including meeting summary (Electronic file (PDF).
- Pre-Application meeting with FDOT including meeting summary – Electronic file (PDF).
- Pre-Application meeting with Brevard County including meeting summary – Electronic file (PDF).

TASK 5.0 – PERMITTING FEE ALLOWANCE

5.1 Permit Fee Allowance – An allowance of $15,000 is included for permitting fees.

III. COMPENSATION

For the professional services set forth in this Scope document, Jacobs shall compensate CHA for Tasks 1, 2, 3, 4, and 5 on a Time and Material not-to-exceed fee basis as shown below.

Task	Budgeted Cost
1 – PROJECT ADMINISTRATION	$ 22,118
2 – DESIGN SUPPORT SERVICES	$ 9,192
3 – DESIGN SERVICES	$ 127,469
4 – PERMITTING SERVICES	$ 41,664
5 – PERMITTING ALLOWANCE	$ 15,000
Total Budgeted Cost	**$ 215,443**

For the professional services set forth in this Scope of Service, Jacobs shall compensate CHA for expenses on a Time and Material not-to-exceed fee basis for the following budgeted expenses as shown below.

Sub-Consultant	Budgeted Cost
Atlantic Environmental Solutions Environmental Surveying Permitting Assistance	$ 24,800
Land and Creek Surveying; Subsurface Utility Investigations (Allowance)	$ 50,000
Other Expenses	$ 1,012
Total Budgeted Expense Cost	**$ 75,812**

The total estimated fee for completion of this scope is **$291,255.**

IV. SCHEDULE

The actual completion dates of the project shall be dependent on the date the Work Order notice-to-proceed (NTP) is issued as defined as follows:

Task	Duration (Calendar Weeks)
Task 1: Project Administration	On-going
Task 2: Design Support Services	8 weeks From NTP
Task 3: Preparation of Construction Documents	30% Design Documents 4 weeks from NTP 60% Design Documents 7 weeks after review meeting 90% Design Documents 4 weeks after review meeting 100% Design Documents 4 weeks after review meeting and permits in hand.
Task 4: Permitting Services	24 weeks after 60% Design Documents Submitted Anticipated

Note: Additional time will be needed for Task 2 and 3 if survey services are required.

V. CONSULTANT/CITY RESPONSIBILITIES

Jacobs/the City will be responsible for the following:

1. Providing requested data including record or as-built drawings, specifications, equipment preferences, operating data and other requests identified during the project delivery.
2. Historical Survey in CAD format and geotechnical information.
3. Participating in technical reviews, meetings, workshops, and policy decisions as required.

VI. ADDITIONAL SERVICES

The following services are currently not included within this scope of services and can be provided with an amendment to this scope of work if necessary.

1. Wetland, listed species or river seagrass mitigation plans.
2. Title searches relating to property ownership and/or easements.
3. Bidding services including contractor pre-qualification.
4. Construction administration or management services.
5. Services not specifically included in the above scope of services.

ATTACHMENT A
CHA

CITY OF COCOA
Sea Ray Drive – 36" Water Main Sykes Creek Crossing

Task		Principal/ Officer	Quality Control Lead	Sr. Project Manager	Senior Engineer II	Project Engineer II	Sr. CADD Designer	Technician	Admin	Total Hours	Total @ Billing Rate	Brierly	Allowance	Task Total
		$ 276.00	$ 265.00	$ 254.00	$ 222.00	$ 146.00	$ 140.00	$ 98.00	$ 98.00					
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours					
1	Project Administration	0	0	77	8	0	0	8	0	93	$ 22,118.00	$0.00	$0.00	$22,118.00
	General Project Administration	0		18	0	0		8	0					
	Project Kick-Off Meeting	0		5	0									
	Monthly Project Meetings (9)	0		54	8	0		0						
2	Design Support Services	0	0	20	16	0	4	0	0	40	$ 9,192.00	$0.00	$0.00	$9,192.00
	Environmental Surveying Coordination		0	8	8	0	2	0	0					
	Land Survey Coordination (If Needed)		0	12	8	0	2	0	0					
3	Design Services	0	31	86	114	162	104	0	30	527	$ 96,519.00	$30,950.00	$0.00	$127,469.00
	Data Collection and Site Visits			6	2	2								
	Preliminary Design Phase (30%) and Review Mtg		6	16	24	24	24	0	8					
	Design Documents Phase (60%) and Review Mtg		12	24	48	60	40	0	8					
	Design Development/Construction Documents Phases (90% and 100%) and Review Mtg		8	8	24	36	40	0	8					
	OPCCs		4	16	16	40	0	0	4					
	Bid Documents Review /Bid Form		1	16	0	0	0	0	2					
4	Permitting Services	0	0	28	96	60	32	0	0	216	$ 41,664.00	$0.00	$0.00	$41,664.00
	FDEP Construction Permit Pre-App, Submittal, and RAI	0	0	8	2	2	0	0	0					
	FDEP ERP Pre-App, Submittal, and RAI	0	0	8	24	16	8	0	0					
	ACOE Permit Pre-App, Submittal, and RAI	0	0	8	24	16	8	0	0					
	FDOT Permit Pre-App, Submittal, and RAIs	0	0	8	40	24	8	0	0					
	Brevard County Public Works Permit Pre-App, Submittal, and RAI	0	0	4	8	4	8	0	0					
5	Allowance	0	0	0	0	0	0	0	0	0	$ -	$0.00	$15,000.00	$15,000.00
	Total Hours	0	31	211	234	222	140	8	30	876				
	Total Labor Amount										$ 169,493.00	$30,950.00	$15,000.00	$215,443.00
	Total Expenses										$ 75,812.00			$75,812.00
	Total Estimated Fee										$ 245,305.00			$291,255.00

ATTACHMENT A
CHA

CITY OF COCOA
Sea Ray Drive - Sykes Creek Water Main Crossing

Estimated Expenses				
Reproduction	Task	Quantity	Rate	Total
Aerial Photography			$ -	$ -
(8.5 x 11)		0	$ 0.08	$ -
(11 x 17)		500	$ 0.16	$ 80.00
(24 x 36)		100	$ 0.32	$ 32.00
Travel			0	$ 300.00
Ownership Search (per parcel)			0	$ -
Shipping (per pkg)			0	$ 600.00
Surveying (Allowance)				$ 50,000.00
Atlantic Environmental				$ 24,800.00
Total Expenses for Fixed Fee Tasks				$ 75,812.00

ATLANTIC ENVIRONMENTAL
ENVIRONMENTAL PERMITTING & MITIGATION

657 Montreal Avenue • Melbourne, FL 32935
ph 321.676.1505 • fax 321.676.1730

August 20, 2021

Mr. Mark Worsham, PE
CHA Consulting, Inc.
1016 Spring Villas Pt, Suite 2000
Winter Springs, FL 32708

Re: Proposal for Environmental Consulting on the Cocoa Sykes Creek Crossing Project Site

Dear Mr. Worsham:

Atlantic Environmental of Florida, LLC (Atlantic Environmental) is pleased to provide the following Time and Materials proposal for requested services on the above-referenced project site. Our hourly rates are attached, and our estimated fees are listed below each specific task. It is our understanding that the project area will cover the location previously presented to Atlantic Environmental by Reiss Engineering via email on April 6, 2020. Following is our proposed scope of services. Unsigned, the terms of this proposal are valid until September 30, 2021.

SCOPE OF SERVICE

I. WETLAND DELINEATION AND WILDLIFE ASSESSMENT

A. Preparatory Research: Prior to conducting the site visit, preliminary site information will be obtained from any or all of the following resources: aerial site photographs, regional soils maps, wetlands inventory maps, and habitat/land use maps.

B. Site Assessment: The site will be traversed on foot, and all constituent habitat types, vegetation, vegetative structure, soil conditions, hydrologic indicators, and signs of listed species occupation will be noted.

C. Wetland Delineation: Using the wetland delineation methodologies of the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (USACE), Atlantic Environmental will mark the limits of jurisdictional wetlands on the subject site. The limits will be marked using pink surveyor's flagging tape and the lines will be provided to the client and project surveyor in a brief report. Every reasonable attempt will be made to maximize the areas of available uplands while still maintaining our ability to defend the flagged wetland limits against the delineation protocols of FDEP and USACE.

D. Agency Approval: Atlantic Environmental will set up and attend a site meeting with FDEP (and USACE if willing) to gain this agency's approval of our delineated wetland lines on the site.

E. Written Report: Using the data obtained from the preparatory research and site assessment, a written report will be generated identifying and mapping constituent habitat types (i.e. FLUCFCS Categories), uplands, wetlands, surface waters, and, if applicable, identified listed species. All potential environmental permitting and mitigation issues will be discussed in this written report.

ESTIMATED FEE: $7,600.00

II. SUBMERGED AQUATIC RESOURCE SURVEY

A. SAV Survey: Atlantic Environmental will complete a submerged aquatic resource survey within the project area along Sykes Creek, near the proposed water main installation area. The submerged aquatic resource survey will follow established scientific protocols and will be conducted using protocols found in the Brevard County Comprehensive Plan and Brevard County Manatee Protection Plan.

B. Written Report and Mapping: Atlantic Environmental will provide a detailed description and map of the submerged land resource characteristics within the proposed project area. If the area contains submerged or emergent vegetation, oyster beds, hard or soft corals, sponges, or other valuable resources, Atlantic Environmental will create a map that indicates the location of the resources.

ESTIMATED FEE: $5,100.00

III. FDEP ENVIRONMENTAL RESOUCE PERMIT PERMITTING

A. UMAM Analysis: Based on the site inspections and coordination with the FDEP, Atlantic Environmental will develop a Unified Mitigation Assessment Methodology (UMAM) analysis for any wetland or submerged aquatic resource impact site allowing the Functional Loss that will occur to the wetlands/SAV as a result of the project. In addition, Atlantic Environmental will develop a wetland mitigation strategy that will provide sufficient Relative Functional Gain to offset the calculated Functional Loss. The UMAM analysis will be generated for a mitigation alternative that most successfully balances cost effectiveness, viability, and permittability.

B. Development of Mitigation Plan: Atlantic Environmental will coordinate with City Staff, project engineer, and FDEP to develop a mitigation plan to compensate for proposed wetland/SAV impacts, conduct meetings with these agencies and the City/engineer, and establish the proposed mitigation plan.

C. Mitigation Site Meeting: Atlantic Environmental will conduct an on-site meeting at the mitigation site with FDEP to allow their assessment of the mitigation project and completion of the UMAM Analysis.

D. ERP Application: Based on information obtained from the regulatory agencies and the client, Atlantic Environmental will develop the environmental portion of the Environmental Resource Permit (ERP) Application, including all necessary forms, narratives, mitigation plan, maps, tables, and UMAM data sheets.

E. Submittal of RAI Responses: Atlantic Environmental will prepare the environmental responses to 2 FDEP RAIs, including, but not limited to, narrative descriptions of impacts and proposed mitigation, site plan, associated environmental maps and figures, and, monitoring plan and schedule. Atlantic Environmental will coordinate with City Staff, the project engineer, and FDEP to obtain all information necessary for the completion of the responses.

F. Coordination: Complete necessary coordination between City Staff, the project engineer, and remaining project team in order to speed permitting process and avoid costly time delays.

ESTIMATED FEE: $5,700.00

IV. FDEP SOVEREIGN SUBMERGED LANDS PUBLIC EASEMENT PERMITTING

A. SSL Public Easement Application: Based on information obtained from the regulatory agencies and the client, Atlantic Environmental will develop the Sovereign Submerged Lands (SSL) Public Easement Application, including all necessary forms, narratives, maps (a professional surveyor will be required to draw a sketch and legal of the easement – this is not included in this proposal), and tables.

B. Submittal of RAI Responses: Atlantic Environmental will coordinate and prepare the responses to 2 FDEP RAIs, including. Atlantic Environmental will coordinate with City Staff, the project engineer, and FDEP to obtain all information necessary for the completion of the responses.

C. Coordination: Complete necessary coordination between City Staff, the project engineer, and remaining project team in order to speed permitting process and avoid costly time delays.

ESTIMATED FEE: $3,300.00

V. USACE ENVIRONMENTAL PERMITTING

A. UMAM Analysis: Based on the site inspections and coordination with the USACE, Atlantic Environmental will develop a UMAM analysis for any wetland or submerged aquatic resource impact site allowing the Functional Loss that will occur to the wetlands/SAV as a result of the project. In addition, Atlantic Environmental will develop a wetland mitigation strategy that will provide sufficient Relative Functional Gain to offset the calculated Functional Loss. The UMAM analysis will be generated for a mitigation alternative that most successfully balances cost effectiveness, viability, and permittability.

B. Development of Mitigation Plan: Atlantic Environmental will coordinate with City Staff, project engineer, and USACE to develop a mitigation plan to compensate for proposed wetland/SAV impacts, conduct meetings with these agencies and the City/engineer, and establish the proposed mitigation plan.

C. Mitigation Site Meeting: Atlantic Environmental will conduct an on-site meeting at the mitigation site with USACE to allow their assessment of the mitigation project and completion of the UMAM Analysis.

D. Application: Based on information obtained from the regulatory agencies and the client, Atlantic Environmental will develop the environmental portions of the necessary USACE Permit Application(s), including all necessary forms, narratives, mitigation plans, maps, tables, and UMAM data sheets.

E. Submittal of RAI Responses: Atlantic Environmental will prepare the environmental responses to 2 USACE RAIs (for all required permits), including, but not limited to, narrative descriptions of impacts and proposed mitigation, site plan, associated environmental maps and figures, and, monitoring plan and schedule. Atlantic Environmental will coordinate with City Staff, the project engineer, and USACE to obtain all information necessary for the completion of the responses.

F. Coordination: Complete necessary coordination between City Staff, the project engineer, and remaining project team in order to speed permitting process and avoid costly time delays.

ESTIMATED FEE: $5,700.00

VI. CONFERENCE CALL/MEETING ATTENDANCE

A. Atlantic Environmental will prepare for and participate in meetings/correspondences with Melbourne, Reiss Engineering, FDEP, USACE, USFWS, FWC, NMFS, and other regulatory agencies.

ESTIMATED FEE: $2,500.00

DELIVERY

The fieldwork will be initiated within 15 working days of receiving the signed and accepted contract.

TERMS AND CONDITIONS

Please refer to the attached list of Atlantic Environmental's standard hourly rates, as well as our standard terms and conditions.

To verify your agreement with the above scope of services and professional fees, as well as the attached terms and conditions, and to authorize Atlantic Environmental to commence the scope of service, please sign below and return to our office. If you have any questions regarding this proposal, please do not hesitate to contact us. We look forward to working with you!

Sincerely,



Jon H. Shepherd, MS, PWS
President/Ecologist

Client's Name (please print):_____

Client's Signature:_____ Date:_____

Atlantic Environmental of Florida, LLC
Standard Billing Rates
Effective January 1, 2021

Personnel Categories	**Hourly Billing Rate**
Principal Ecologist	$150.00
Ecologist	$130.00
GIS Analyst/Operator	$115.00
Public Hearings (including travel time)	$175.00
Expert Witness	$250.00
Project Administrator	$65.00

Reimbursables	**Cost**
Automobile Travel	Standard IRS Rate
Photocopies (each)	$0.15
Color Photocopies (each)	$0.20
Oversized Color Photocopies (11x17; each)	$0.30
CD-ROM (each)	$12.00

AGREEMENT FOR
CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

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

WITNESSETH:

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

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

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

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

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

1.0 TERM AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

2.0 DESCRIPTION OF SERVICES

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

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

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

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

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

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

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

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

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

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

13. Studies related to water treatment and quality;

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

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

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

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

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

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

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

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

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

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

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

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

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

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

10.0 INSURANCE

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

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

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

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

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

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

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

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

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

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

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

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized

information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

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

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

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

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

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

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of termination, Cityshall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to the City's affiliates' generating plants, their equipment or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendices and Exhibits attached hereto, constitute the entire agreement between the City and the Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal–agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 The City and the Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer:

Jacobs Engineering Group Inc.
200 South Orange Avenue
Suite 900
Orlando, FL 32801
Attention: Mr. Didier Menard
Work: (407) 903-5252
Fax: (407) 903-5150

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

31.2 Either party may change the notice address by providing the other party written notice of the change.

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 The Engineer hereby represents and warrants to the City the following:

a. The Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of the Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of the Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall indemnify and hold harmless the City, its officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnity provisions set forth in this Section shall survive termination of this Agreement.

34.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.3 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of the Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Engineer or the Engineer's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their

obligations, duties and responsibilities including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. The Engineer and the Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Engineer's own personnel.

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. The Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision or agency;

b. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

c. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than the Engineer's undersigned representative's execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

Jacobs Engineering, Inc. **(Firm name)**

_____, Title
Francois D. Menard, P.E., Vice President

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

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

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

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

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

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

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

Legislation Details (With Text)

File #:	21-622	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/9/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	Approve Task Order 2022-22 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Design at the Jerry Sellers Water Reclamation Facility; Pending Approval of the FY22 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-CAROLLO 2022-22 $163646.12 UT-Sellers.pdf PROPOSAL.pdf AGREEMENT WITH RENEWAL.pdf TRACK SHEET.pdf COI -Carollo - Expires 07.04.2022.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 9, 2021
Agenda Date: September 28, 2021
Prepared By: Rose Hochreiter, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2022-22 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Design at the Jerry Sellers Water Reclamation Facility; Pending Approval of the FY22 Budget

BACKGROUND:

Carollo Engineers, Inc. is the engineer of record for the Sellers Water Reclamation Plant. Staff has requested SCADA Programming support services for the VTSCADA System, LCP'S, and RTU'S on an as-needed and on-call basis. They will also provide renewal services for software licenses and support contracts at the direction of the Sellers staff. These renewals are anticipated to include XL Report Support, Micromain and Trihedral VTSCADA.

Sellers Staff is requesting City Council approval of Task Order 2022-22 with Carollo Engineers, Inc., Orlando, Florida, to maintain the Sellers Plant SCADA System; Project Management and Coordination, SCADA Programming, As Needed and Emergency on-call services and Software License Renewals.

Staff recommends approval of Task Order 2022-22 with Carollo Engineers, Inc.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$156,171.12
Account Number	421-4120-536.31-03
Account Name	Professional Services
Amount Requested	$7,475.00
Account Number	421-4120-536.56-15
Account Name	I.T. Related Expenses
Total Budget	$163,646.12
Source of Funds	Operating Revenue

PREVIOUS ACTION:

On May 8, 2018, City Council approved RFQ-18-10-COC with Carollo Engineers, Inc. to provide engineering services for wastewater collections, treatment and disposal.

RECOMMENDED MOTION:

To Approve Task Order 2022-22 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Design at the Jerry Sellers Water Reclamation Facility; Pending Approval of the FY2 Budget.

Task Order Request Form

P-Form 2021.09 Revised 08/17/2021

Continuing Engineering Services for the Water System	2022-17
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 08/24/21 City Bid Number: RFQ-20-03-COC AMOUNT: $ 374,956.00

Vendor Name: Jacobs Engineering Group (Jacobs) Quote/Proposal Number:

Dept. Number/Division Name: 4020 Utilities/Dyal

Project Name: Project Management & SCADA Project Number:

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

AMENDMENT

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

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

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

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

Design is Construction Related: ☐ YES ☐ NO ☑ N/A Good Faith Estimate of Construction Value:

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☑ N/A

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

Requestor Department Director

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

Task Order : ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2022-17

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $50K)

Mayor (Purchases that exceed $50K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $50K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $50K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

TASK ORDER NO. 2022-22

CITY OF COCOA

AND

CAROLLO ENGINEERS, INC.

This Task Order is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 24th day of July 2018, in connection with: Fiscal Year 2022 Jerry Sellers WRF SCADA Maintenance (PROJECT).

A. PROJECT UNDERSTANDING

The City of Cocoa (OWNER) operated the Jerry Sellers Water Reclamation Facility (WRF) and various remote sites that utilize a plant SCADA system consisting of VTScada, Allen-Bradley Local Control Panels (LCPs), and Motorola MOSCAD L and ACE 3600 Remote Terminal Units (RTUs). These SCADA system components require regular maintenance and upgrades. This scope of work is to provide scheduled programming services and to provide emergency on-call remote support as deemed necessary for system maintenance.

The following is understood:

- The OWNER will provide knowledge on existing programming infrastructure and equipment using OWNER staff input and previously contracted engineers.
- The OWNER shall provide the ENGINEER with the ability to remotely access the Jerry Sellers Plant and City's SCADA system in order to provide remote and emergency services as deemed necessary.
- The ENGINEER will work with the OWNER's staff to provide a team of SCADA services that will result in increased redundancy and reliability in the services.

B. SCOPE OF WORK

Task 1 – Project Management and Coordination

ENGINEER will provide project oversight including the following:

- Project billing
- Coordination with Sellers staff to schedule regular site visits, and
- General coordination related to SCADA services under the Scope of Work

ENGINEER will coordinate with the OWNER as deemed necessary to manage and implement the services herein. This subtask includes coordination between the ENGINEER and the OWNER throughout the duration of the project for implementation of the scope of work.

Task 2 – SCADA Programming

The ENGINEER will provide SCADA system programming services for the OWNER's VTScada system, LCPs, and RTUs weekly, as described in section D of this scope of work. ENGINEER will

provide these services on an hourly basis using the OWNER's programming software and licenses. Services requested by the OWNER outside the normal business hours as described under section D, will be allocated under Task 3 of this scope of services. No work will proceed without the OWNER's request.

Task 3 – As Needed and Emergency On-Call Services

The ENGINEER will provide supplementary services and emergency on-call response as deemed appropriate when requested by the OWNER. These will be conducted on an hourly basis. OWNER's request to provide services during non-business hours will be considered as authorization to allocate labor under this task. OWNER will provide ENGINEER with remote VPN access to their system to allow for offsite support. Refer to section D for additional details on the schedule and response time requirements under this task.

Task 4 – Software License Renewals

ENGINEER will renew the OWNER's software licenses and support contracts as requested by the OWNER. These renewals are anticipated to include XL Reporter Support, Micromain Support, and Trihedral VTScada. No purchases will be made without authorization from the OWNER. These software license renewal fees are estimated in Attachment A.

C. DELIVERABLES

It is understood that there will be no deliverables as part of this scope of work.

D. SCHEDULE

The time periods for the performance of ENGINEER's services will commence upon the request of the OWNER through September 30, 2022.

ENGINEER will provide once a week on-site routine services during normal business hours (Monday through Friday, 8:00 AM to 5:00 PM) at a mutually agreed schedule with the OWNER.

The ENGINEER will acknowledge OWNER's request outside the weekly site visits during normal business hours, within three (3) hours of the request receipt and will address the concern in a timely manner according to the priority level of the request. Normal business hours requests will be allocated under Task 2 services.

During non-business hours, ENGINEER will acknowledge OWNER's request within five (5) hours and will address the concern in a timely manner according to the priority level of the request. Non-business hours requests will be allocated under Task 3 services.

E. COMPENSATION

Compensation for Services of ENGINEER described in this Task Order will be billed based on actual time in accordance with the billing rates provided in Attachment A of the Master Services Agreement. Reimbursable expenses will be billed at actual costs in accordance with the Master Services Agreement. ENGINEER proposes to complete the above stated work for an

upper limit fee of one-hundred and sixty-three thousand, six hundred forty-six and 12/100 dollars ($163,646.12) based on the estimate provided in Attachment A.

F. TERMS AND CONDITIONS

The terms and conditions of the Agreement referred to above shall apply to the Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically reference.

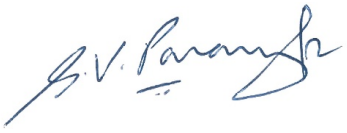
G. TERMS OR PROVISIONS IN CONFLICT

If the provisions set forth in the Agreement are in conflict with the provisions set forth in the Task Order, the provisions of this Task Order shall govern.

H. EFFECTIVE DATE

This Task Order No. 2022-22 is effective as of the 1st day of October 2021.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order evidencing its issuance by OWNER and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.	OWNER
By: 	By:
Scott Richards, P.E., Associate Vice President	Stockton Whitten, City Manager
By: 	
Sudhanva Paranjape, P.E., Vice President	

ATTACHMENT A

EXHIBIT 1 - CAROLLO ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Engineering Services Fee **City of Cocoa - Jerry Sellers WRF: Plant and Lift Stations Telemetry/SCADA Maintenance and Updates** **Engineering Services**		**Lead Project Professional ES VII**	**Senior Professional ES VIII (Project Engineer)**	**Admin/Clerical**	**Total Hours**	**Total Labor Cost (Not-to-Exceed)**
	Labor Rate	$ 204.75	$ 225.00	$ 70.96		
	TASK AND DESCRIPTION					
1	Project Management	24		12	36	$5,765.52
2	SCADA Programming		520		520	$117,000.00
3	As Needed Services		90		90	$20,250.00
	Total Hours and Labor Costs	**24**	**610**	**12**	**646**	**$143,015.52**
4	Software License Renewals					
	XL Reporter Support					$600.00
	Micromain Support					$995.00
	Triheadral VTScada Support					$4,905.00
	Software License Constingency Increase 15%					$975.00
	Total Software License Renewals					**$7,475.00**
	Travel and ODCs					$13,155.60
	Total Travel and ODCs					**$13,155.60**
	TOTAL NOT-TO-EXCEED FEE (CAROLLO ENGINEERS INC.)					**$163,646.12**

Original Term: 07/24/18 - 07/23/21 - Approved by Council 05/08/18, Item VIII.5
1st (12 Month) Renewal Option: 07/24/21 - 07/23/22 - Approved by Council 03/23/21, Item V.B5
2nd (12 Month) Renewal Option: 07/23/22 - 07/24/23

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

RFQ 18-10-COC

This FIRST Amendment to the purchase agreement for **Engineering Services for Wastewater Collection, Treatment, and Disposal Systems (RFQ-18-10-COC)** is made and entered into as of March 3, 2021 by and between the **City of Cocoa** and **Carollo Engineers, Inc. 2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598.**

The agreement entered into on July 24, 2018, is hereby amended to renew for the 1st of two renewal options available under the original contract documents for twelve (12) additional months, at the same rates, terms, and conditions commencing on July 24, 2021 and terminating on July 23, 2022.

The parties hereto duly execute this FIRST Amendment to become effective as of the date and year first above written.

Carollo Engineers, Inc.	**CITY OF COCOA**
By: Larry Elliott (Name) Printed	By: Michael C. Blake (Name) Printed
Senior Vice President (Title)	Mayor (Title)
Larry E. Elliott Signature	Michael C. Blake Signature
March 3, 2021 Date	3/23/2021 Date

CC: Carie Shealy, City Clerk
Katherine D. "Katie" Ennis, P.E., Utilities Deputy Director

Approved by Council 5/08/18
RFQ-18-10-COC
VIII.5 (Multi-Year)

Term: 7/24/18 - 7/23/2021
1st Renewal Opt: 7/24/21 - 7/23/22
2nd Renewal Opt: 7/24/22 - 7/23/23

CONTINUING SERVICES AGREEMENT

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 24th day of July 2018, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Carollo Engineers, Inc.,** a foreign corporation authorized to do business in Florida ("Engineer"), whose principal address is 2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598.

WITNESSETH:

WHEREAS, City desires to obtain engineering design, permitting and services for construction of projects for the Wastewater System from time to time on an as-needed, task oriented basis; and

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

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

WHEREAS, Engineer is willing to provide such utility engineering services to the City under the terms and conditions stated herein.

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

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

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

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

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

c. "Engineer" shall mean Carollo Engineers, Inc., a Delaware corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

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

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

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

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

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Attachment "A"**, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee shall

consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City Wastewater project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

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

2.3 The Engineer may be asked to perform any engineering services related to the Wastewater System. The Services that are required for conveyance projects shall include, but are not limited to, the following:

1. Engineering evaluation and design of disposal methods, supplemental wells, biosolids disposal, electrical components, SCADA and telemetry, treatment facility components and processes, expansions, and other improvements
2. Design Services
    a. 30 percent design completion submittals
    b. 60 percent design completion submittals
    c. 90/100 percent design completion submittals
3. Bidding Support Services
4. Construction Phase Services
    a. Engineering Services during construction such as shop drawing review, responses to requests for information, and progress meeting attendance/management
    b. Periodic site visits
    c. Testing
    d. Certification of Construction
    e. Record Drawings
    f. Resident Engineer, if required

g. Construction Management and Inspection, if required
h. Startup assistance/training

5. SCADA services and telemetry support per the City's Control Systems Configuration Standards. The Plant is currently using VTSCADA for their SCADA platform.
6. Planning to include; long-term master planning and CIP development for the wastewater system, validation, prioritization, scheduling, probable cost determinations, and coordination with various planning agencies
7. Permitting Services to include items like:
   a. Permit compliance related to wastewater, reclaimed water, supplemental ground water, and surface/storm water supplies
   b. Plant Operating Permit Renewals and/or Updates as needed
8. Environmental impact assessments, including wetlands monitoring, associated with the development and operation of wastewater facilities
9. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of wastewater facilities
10. Plant process assessments and investigation services
11. Asset management and condition assessment assistance including operation and maintenance studies. The plant utilizes a computerized maintenance management system and the Field Operations group utilizes GIS software to track asset management and maintenance functions
12. Cost Estimating Services. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects as a service deliverable, the Engineer has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Engineer makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Engineer's opinions, analyses, projections, or estimates.
13. Planning Evaluations/Studies
14. O&M Manual Preparation, if required
15. GIS Support
16. Materials Testing
17. Bench/Pilot testing when necessary
18. Geotechnical Investigations
19. Land Surveying/Aerial Photography
20. Assistance in communication with equipment vendors and suppliers and analysis of equipment recommendations/evaluation
21. Grants Assistance and state/federal funding assistance

22. Miscellaneous services including public relations assistance, design review, and program management services
23. Additional services as requested

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

2.5 City-Provided Information and Services. The City shall furnish the Engineer available studies, reports and other data pertinent to the Engineer's services; obtain or authorize the Engineer to obtain or provide additional reports and data as required; furnish to the Engineer services of others required for the performance of the Engineer's services hereunder, and the Engineer shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Engineer's services under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

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

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

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or

any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

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

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

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement. The City shall arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder.

10.0 INSURANCE

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

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

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

c. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 combined single limit bodily injury and minimum $50,000.00 property damage as the combined single limit for each occurrence to protect the Engineer 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 Engineer or by anyone directly or indirectly employed by the Engineer.

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

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

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, reduced or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by mail. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the

insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer

for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions

of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

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

party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

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

15.0 ASSIGNMENT

15.1 Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

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

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Engineer shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement, without incurring penalty, and to rescind all rights and privileges associated with this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

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

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

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

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

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

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

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

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0; (b) Engineer fails to comply with any condition or provision of this Agreement; or (c) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay

is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any term, condition or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer. No person or entity not a signatory to this Agreement shall be entitled to rely on the Engineer's performance of its services hereunder, and no right to assert a claim against the Engineer by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Engineer's services hereunder.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 City and Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer:

Carollo Engineers, Inc.
Attention: Larry Elliott
200 E. Robinson Street Suite 1400
Orlando, FL 32801
Work: (407) 377-4329
Fax: (407) 478-4643

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

31.2 Either party may change the notice address by providing the other party written notice of the change.

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and

subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 Engineer hereby represents and warrants to the City the following:

a. Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall defend, indemnify and hold harmless the City, its officers, employees, agents, and volunteers, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification and defense, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

34.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award

against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.4 The Engineer shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Engineer shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Engineer's subconsultants, that impact project completion and/or success.

34.5 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

35.2 The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

35.3 The parties agree that, in the City's contract with the construction contractor, the Engineer shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from the construction contractor's performance of work including injury to any worker on the job site. Additionally, the Engineer shall be named as additional primary insured(s) by the construction contractor's General Liability and Builders All Risk insurance policies without offset and be included in any waivers of subrogation, and all contract documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment; and

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than Engineer's undersigned representative's execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA

By: _____

Print Name/Title: John Titkanich, Jr. City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

ENGINEER:

CAROLLO ENGINEERS, INC.

By: _____

Print Name/Title: Larry Elliott Sr Vice President

By: _____

Print Name/Title: Sudhanva V. Paranjape
Associate Vice President

EXHIBIT A

Attachment A
HOURLY RATES SCHEDULE

CAROLLO ENGINEERS INC.
ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEM

As requested, the following is our information regarding the personnel hourly rates for our continuing services contractor with the City of Cocoa.

Individual classification for personnel hourly rates are as follows:

Labor Classification	Billable Hourly Rate	Description	Typical Years of Experience
Engineers/Scientists			
Assistant Professional ES I	$106.17	E.I.	0-2
Assistant Professional ES II	$126.00	E.I.	3-4
Professional ES III	$133.59	P.E.	5-6
Professional ES IV	$156.00	P.E.	7-8
Project Professional ES V	$161.67	P.E.	9-10
Project Professional ES VI	$181.47	P.E.	11-12
Lead Project Professional ES VII	$204.75	P.E.	13-14
Senior Professional ES VIII	$225.00	P.E.	15+
Engineering Technicians			
Technician ET I	$65.57		
Technician ET II	$75.36		
Technician ET III	$76.47		
Technician ET IV	$90.00		
Senior Technician ET V	$103.76		
Senior Technician ET VI	$112.60		
Senior Technician ET VII	$130.48		
Senior Technician ET VIII	$144.46		
Construction Inspection			
Inspector	$115.00		0-4
Resident Engineer	$165.00		5-10
Construction Manager	$190.00		11+
Office Staff			
Admin/Clerical	$70.96		
Word Processing	$90.00		
Marketing/PC	$106.84		

Notes:

1. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost only without mark-up.
2. Travel is reimbursable at IRS rate for employees and specialists outside the Orlando office only.

7/20/18

carollo

TRANSMITTAL

CONTINUING SERVICES AGREEMENT FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEM

City of Cocoa

Date: July 18, 2018
Subject: Continuing Services
Project No.: RFQ # ROS18-0120
Copies To:

200 East Robinson Street, Suite 1400
Orlando, Florida 32801
P. 407.478.4642
F. 407.478.4643

Address: City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

Attention: John Walsh, P.E.

The following items are:

☐ Requested	☐ Report	☐ Cost Estimate	☐ Calculation
☒ Enclosed	☐ Test Result	☐ Check Print	☐ Other
☐ Sent Separately	☐ Specification	☐ Progress Est.	

Via: Hand Delivery

No. of Copies	Description
1	Engineer Executed Continuing Services Agreement

These data are submitted:

☐ At your request	☐ For your review	☐ For your files
☐ For your approval	☒ For your action	☐ For your information

Please contact me if you have any questions or concerns.

Sincerely,

CAROLLO ENGINEERS, INC.

Larry E. Elliott

Larry Elliott
Project Manager
LE: tb

~ TRACK SHEET ~

Continuing Services Agreement Contract

Commodity/Service:	**Engineering Services for Wastewater Collection, Treatment, and Disposal Systems**	**Term: 3 years with two (2), one (1) Year Renewal Options. NTE: 5 Years Consecutive.**
Vendor/Contractor:	Carollo Engineers, Inc. V # 10398	
Department Name:	Utilities	*Balances Verified By: Diane Kozlak*
Department Requestor:	Katie Ennis	*Date Verified: 08/30/2021*
Quote/Bid/Proposal No:	**RFQ-18-10-COC**	**RENEWALS LEFT - 1**
Total # of Task Orders Issued for this Contract:	**22**	**EXPIRES: 07/23/2022**

Contract Date: 07/24/2018 - 07/23/2021, Council Approved 05/08/18, Item VIII.5
Contract Date: 07/24/2021 - 07/23/2022 , Council Approved 03/23/2021, Item V.B5
Contract Date: 07/24/2022 - 07/23/2023

PO AMOUNT CURRENTLY ENCUMBERED:	**$**	**547,561.19**
PO AMOUNT CURRENTLY PAID:	**$**	**1,391,583.98**
TOTAL:	**$**	**1,939,145.17**

TASK NO:	TASK DETAILS	Project #	ENCUMB	PAID
		Project #	547,561.19	1,391,583.98
2018-01	**SE-PO#2018-73202-36691** date 8/24/18 within the CM's signing authority Utilize filter media to achieve supplemental removal of suspended solids from the wastewater effluent. Project Management & Quality Assurance/Control - Site Visit & Evaluation	**WS19BB**	0.00	4,129.00
2019-02	**WFO-PO#2019-73605-37211** date 10/23/18 approved by Council: 9/25/18 Item V.4-#18-389 SCADA Long-term strategic planning and maintenance, quality control process development **LIQUIDATED $8,058.72 (FINAL PAYMENT)**	**N/A**	0.00	116,941.28
2019-03	**SE-PO#2019-74066-37656** date 01/08/19 $99,980 approved by Council: 9/25/2018 Computerized Maintenance Management System (CMMS) Micro Main Assistance Phase III Project Management/Software Configuration Assistance/Data Input/Training/Deliverables **LIQUIDATED $2,999.43 (FINAL PAYMENT)**	**WS17CM**	0.00	96,981.57
2019-04	**SE-PO#2019-74249-37953** date 02/13/18 Originally $38,540 within the CM's signing authority SCADA programming, software license renewal as needed w/CDM Smith Assistance Sub- ***Consultant CDM will be going as separate PO and Carollo's portion will be $38,540*** *CDM SMITH PO#74186 completed as support staff per B. Heimbecker on 4/22/19* ***CO#1 ADD $34,347 date: XX/XX/19 additional SCADA programming, software licenses*** **LIQUIDATED $9,651.30 (FINAL PAYMENT)**		0.00	63,235.70
2019-05	**SE-PO#2019-73923-37586** date 12/06/18 $5,759.10 within the CM's signing authority Cidco Tower Inspection and Letter Report	**WS19LR**	0.00	5,759.10
2019-06	**SE-PO#2019-73848-37511** date 11/27/18 $78K Approved by Council Flow Improvements QAQC Review - Quality Assurance and Quality Control (QAQC) *NORMA WILL DO A CHANGE ORDER TO CORRECT THE TASK ORDER NUMBER From: 04 To: 06*	**WS16SF**	0.00	45,370.99
2019-07	**SE-PO#2019-73985-37637** date 12/12/18 $5359.68 within the CM's signing authority ABW Construction Services through bidding & Construction repair of the Sellers WRF ABW Filters - Automatic Backwash Filters (ABW)	**WS19BB**	0.00	5,359.68
2019-08	**SE-PO#2019-74732-38587** date 06/03/19 $8761.93 within the CM's approval	**WS19LR**	0.00	2,678.33

TASK NO:	TASK DETAILS	Project #	ENCUMB	PAID
	elevated Water Tank Repairs & Improvements- Cidco Tower (final)			
	FY2020 BALANCE CARRIED FORWARD $6,083.60 (Liquidated $2,779.70)		0.00	5,982.23
2019-09	**SE-PO#2019-74875-38749** date 6/28/19 $100,843.12 approved by Council on 6/26/19 V.4 #19-288	**WS16SF**	6,434.32	113,294.66
	re-design and update CDM Smith's 20016 products by Carollo			
	FY2020 BALANCE CARRIED FORWARD $73,023.46	**WS16SF**		
	CO#1 ADD $18,885.86 Additional field validation & calculation word needed to confirm the influent pump			
2020-10	**SE-PO#2020-75831-39830** date 11/15/19 $105,368.45 Approved by Council on 11/13/19	**N/A**	5,934.18	99,434.27
	SCADA Project Management, Sub-Consultant Coordination, Programming, Emergency on-call Services			
2020-11	**WFO-PO#2020-76292-40495** date 03/25/20 $175,810.66 Approved by Council on 02/26/2020 Item#V.10	**N/A**	0.00	153,516.96
	797 HOURS Project & Assessment information Management Assistance			
	Quality Control Process Development -Long Term Strategic Planning / SCADA Maintenance /Valve Assessm			
	Manhole & Gravity Sewer Program Maintenance			
	PO BALANCE IS ZERO - $22,293.70 NOT USED			
2020-12	**WFO-PO#2020-76485-40794** date 05/08/20 $4,051.00 within the CM's approval	**WS20EB**	0.00	4,051.00
	Jerry Sellers WRF Masonry Lintel Repair Project			
2020-13	**UT-PO#2020-76691-41002** date 06/26/20 $49,858.64 within the CM's approval		372.60	49,486.04
	Phase 1 Lift Station No. 1 Improvements Project			
2020-14	**UT-PO#2020-76901-41330** date 08/26/20 $167,104.00 Approved by Council 08/12/20 Item VIIII.5		9,747.05	157,356.95
	Identifying biosolids management strategies for the Jerry Sellers Water Reclamation Facility (WRF)			
2021-15	**UT-PO#2021-77296-41858** date 11/04/20 $157,598.35 Approved by Council 10/23/20 Item VI.5		55,205.46	102,392.89
	FY21 Jerry Sellers WRF SCADA Maintenance (PROJECT) - Maintain Plant & Lift Station Telemetry/Scada Maintenance and Updates			
	Provided Task Order # to Frank 09/18/20			
2021-16	**UT-PO#2021-77551-42125** date 12/17/20 $97,430.00 Approved by Council 12/08/20 Item VI.2	**N/A**	52,318.58	45,111.42
	FY21 Jerry Sellers WRF SCADA Netowrk Design (PROJECT)			
	Provided Task Order # to Frank 09/18/20			
2021-17	**UT-PO#2021-77442-41874** date 11/30/20 $252,859.00 Approved by Council 10/13/20 Item VI.4	**N/A**	126,213.37	126,645.63
	FY21 Sewer Field Operations and Division Support			
	Provided Task Order # to Melinda 09/18/20			
2021-18	**UT-PO#2021-77676-42291** date 01/28/21 $454,738.62 Approved by Council 01/12/21 Item IX.4	**WS1210**	262,604.25	192,134.37
	Development of Wastewater Master Plan, update the hydraulic model, perform assessments of key infrastructure, update			
	Provided Task Order # to Katie 12/02/20			
2021-19	**UT-PO#2021-77834-42504** date 03/10/21 $19,963.29 Within CM signature authority	**N/A**	18,241.38	1,721.91
	Engineering Division On-Call Assistance			
	Provided Task Order # to Katie 01/26/21			
2021-20	**UT-PO#2021-78265-43026** date 07/16/21 $10,490.00 Within CM signature authority	**N/A**	10,490.00	0.00
	Lift Station #1 Bidding Services			
2022-21	**UT-PO#2021-XXXX-4XXXX** date 03/10/21 $19,963.29 Within CM signature authority	**N/A**		
	Engineering Division On-Call Assistance			
	Provided Task Order # to Katie 08/17/21			

TASK NO:	TASK DETAILS	Project #	ENCUMB	PAID
2022-22	UT-PO#2021-XXXX-XXXX date 0/0/21 $163,646.12 Needs City Counil Approval	N/A		
	Sellers - Plant & Lift Station Telementry/SCADA Maintenance and Updates			
	Provided Task Order # to Frank 08/30/21			

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=9838309&GUID=6F939380-29A3-45A6-819E-BBEF8AD41AB7* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	21-630	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/15/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	Approve and authorize the City Manager to execute a Changer Order to the Space Coast Auto Supply Purchase Order #77828 for the NAPA IBS Operational Services and Inventory Management Solutions. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	77828.pdf BAF-3540- (8-11-21)-FY21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 14, 2014
Agenda Date: September 28, 2021
Prepared By: Tony Jones, Fleet Manager
Through: Bryant Smith III, P.E., CFM Public Works Director / City Engineer
Requested Action:
Approve and authorize the City Manager to execute a Changer Order to the Space Coast Auto Supply Purchase Order #77828 for the NAPA IBS Operational Services and Inventory Management Solutions.

BACKGROUND:

The City of Cocoa Fleet Management Division utilizes NAPA Integrated Business Solutions (IBS) for vehicle and equipment parts acquisitions as well as Operational Services and Inventory Management Solutions (O&M). A blanket Purchase Order (77828) was issued for the O&M expenses for FY-2021. There have been several unforeseen major repairs to vehicles and equipment throughout the fiscal year, putting more demand through this O&M service. These unforeseen repairs, coupled with the continued price increases on parts have significantly increased the average monthly spending related to parts and O&M. An additional $11,476 is needed to cover expenditures for the reminder of FY-2021. A budget transfer that is within the City Manager's approval authority will be done to provide adequate funding in the Fleet 001-3540-519.34-00 Contractual Services account in this same amount.

	Expenses	Management Fee
PO Amount	$69,000	$48,000
Remaining	$2,455	-$2,030

Projected	$72,594	$54,579
Average	$6,050	$4,548

Cal Year	Month	Expenses	Management Fee
2020	Oct	$7,336	$4,328
2020	Nov	$5,630	$4,240
2020	Dec	$5,451	$3,512
2021	Jan	$5,736	$3,186
2021	Feb	$5,920	$5,076
2021	Mar	$5,833	$6,282
2021	Apr	$5,988	$5,578
2021	May	$7,379	$4,506
2021	Jun	$5,686	$4,452
2021	Jul	$5,707	$4,628
2021	Aug	$5,878	$4,243
2021	Sep		

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

Budgeted Yes
If not budgeted, is amendment/transfer attached? Choose an item.

If a P.O. Change Order is involved please complete the following:

Change Order Amount $11,476_

Original Purchase Order _77828
Original P.O. Amount _$117,000
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date 0_
Total amount in change orders to date _$0

PREVIOUS ACTION:

City Council previously approved this purchase order at the February 23, 2021 City Council Meeting.

RECOMMENDED MOTION:

Approve and authorize the City Manager to execute a Changer Order to the Space Coast Auto Supply Purchase Order #77828 for the NAPA IBS Operational Services, and Inventory Management

Solutions.

powered by Legistar™

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 77828

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 9501
VENDOR FAX NO.: 321-633-5560
VENDOR PH NO.: 321-633-5585

DATE 3/10/2021
DATE REQUIRED 11/20/2020

SPACE COAST AUTO SUPPLY, INC.
4 N. COCOA BLVD.
COCOA FL 32922

DELIVER TO:

City of Cocoa
CITY GARAGE
301 SHEARER BOULEVARD
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
CS 0000042037 FOB
TONY JONE FLEET

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	69000.00	SUM	COCOA NAPA IBS MONTHLY OPERATING	1.0000	69000.00
2	48000.00	SUM	COCOA NAPA IBS MONTHLY PARTS	1.0000	48000.00
				TOTAL	117000.00

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

00135405193400

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.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=9838315&GUID=1BF27E60-2CC6-4E69-A61A-F67865EF93CD* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	21-636	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/17/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	Approve an Addendum to the Current Soda Ash Chemical Contract the City of Cocoa has with Genesis Alkali LLC located at 1735 Market Street, Philadelphia, PA 19103, for the Purchase of Soda Ash for an Additional Sixty (60) Days for the convenience of the City of Cocoa. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Soda Ash Amendment #2 Extension signed by GA 09212021 ELJ.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 17, 2021
Agenda Date: September 28, 2021
Prepared By: Sean B. McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve an Addendum to the Current Soda Ash Chemical Contract the City of Cocoa has with Genesis Alkali LLC located at 1735 Market Street, Philadelphia, PA 19103, for the Purchase of Soda Ash for an Additional Sixty (60) Days for the convenience of the City of Cocoa.

BACKGROUND:

The Dyal Water Treatment Plant (WTP) operates and maintains a water treatment facility that provides potable water to the City of Cocoa, other surrounding municipal customers, Port Canaveral, and three local federal government installations. The WTP utilizes certain chemicals during the water treatment process in order to remain in compliance with federal, state, and local regulations. One of the chemicals used during the treatment process is Soda Ash which increases the alkalinity and stabilizes the pH of the finished water.

The City of Cocoa currently has an approved contract to purchase Soda Ash, with Genesis Alkali, which will expire on September 30, 2021. The Dyal Staff is asking that the contract between Genesis Alkali and the City of Cocoa be extended for an additional sixty (60) days with a price increase of $430 per ton from $391.40 per ton, for the convenience of the City of Cocoa. After the sixty (60) day extension expires, the City will have entered into a new multi-year contract agreement with Genesis Alkali LLC under Invitation to Bid # ITB B-21-31-COC.

Staff recommends the approval of the sixty (60) day Addendum so the Dyal WTP can continue to

purchase Soda Ash between the transition of contracts.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$86,000.00
Account Number	421-4020-536.52-09, DYCH09
Account Name	Chemicals
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

(Bid No. B-19-02-COC) On September 5, 2018, The City of Cocoa entered into a 1-year agreement with two 1-year renewals for the Purchase of Soda Ash with Genesis Alkali LLC.

RECOMMENDED MOTION:

To Approve an Addendum to the Current Soda Ash Chemical Contract the City of Cocoa has with Genesis Alkali LLC located at 1735 Market Street, Philadelphia, PA 19103, for the Purchase of Soda Ash for an Additional Sixty (60) days for the convenience of the City of Cocoa.

powered by Legistar™

City of Cocoa

CONTRACT EXTENSION AGREEMENT

ITB B-19-02-COC

Soda Ash

This CONTRACT EXTENSION AGREEMENT dated as of October 1, 2020 (the "Effective Date")

BETWEEN: **City of Cocoa**
65 Stone Street, Cocoa, Florida 32922

AND **Genesis Alkali LLC**
1735 Market Street, Philadelphia, PA 19103

WHEREAS the Parties hereby agree to extend the term of the original bid documents in accordance with the terms of the Original Contract with the exception of a change in the pricing of soda ash to $430/ton delivered. All other the terms provided herein are applicable.

WHEREIN said extension Agreement expires on September 30, 2021 and both parties desire to extend and continue said Agreement, it is provided that said Agreement shall be extended for an additional term of two (2) months commencing upon the expiration date of the original term and expiring on November 30, 2021.

The extension shall be at the same terms and conditions as contained in the original Agreement. A new rate for the term of this Contract Extension Agreement is set at $430/ton for soda ash effective October 1, 2021. The parties hereto duly execute this extension to become effective as of the date and year first above written.

Genesis Alkali LLC	**CITY OF COCOA**
Jonathan Kuhn	**By:** Michael C. Blake
(Name) Printed	(Name) Printed
Sales & Marketing Manager	Mayor
(Title)	(Title)
Signature 9-21-21	Signature
Date	Date

CC: Carie Shealy, City Clerk
Sean McFarland, Water Treatment Manager

Diane Kozlak, Senior Buyer & Contract Agent

Legislation Details (With Text)

File #:	21-569	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	8/20/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	Approve entering into a multi-year piggyback agreement for an initial 3 year term from 2021-2024 (with two (1) year renewals), with East Coast Fence and Guardrail of Brevard, LLC., utilizing Brevard County Contract B# 21-452-B-JW for on demand fencing and guardrail services. Authorize the City Manager to sign the contract(s) and renewal(s) for each subsequent fiscal year. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ITB 21-452-B-JW Fencing Contracting Services (Maintenance).pdf PARTICIALLY EXECUTED Standard Form for Piggyback(ITB 21-452-B-JW Fencing).pdf School Board of Brevard County Contract No ITB 21-452-B-JW Fencing.pdf SIGNED E-Verify Affidavit.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 20, 2021
Agenda Date: September 28, 2021
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM, Public Works Directory / City Engineer
Requested Action:
Approve entering into a multi-year piggyback agreement for an initial 3 year term from 2021-2024 (with two (1) year renewals), with East Coast Fence and Guardrail of Brevard, LLC., utilizing Brevard County Contract B# 21-452-B-JW for on demand fencing and guardrail services. Authorize the City Manager to sign the contract(s) and renewal(s) for each subsequent fiscal year.

BACKGROUND:

Public Works is tasked with maintaining public buildings and properties within the City Limits. These facilities require periodic maintenance to existing fencing. This fencing contract will allow Public Works to respond to fencing maintenance in a timely and cost effective manner.

The current Brevard County contract expires on June 8, 2024. There is one additional 2 year renewal option. Pending future renewals, this contract will not exceed June 8, 2026.

STRATEGIC PLAN CONNECTION:

Improves the City of Cocoa's image.

BUDGETARY IMPACT:

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

Through the use of the Adopted Budgets within each respective FY.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve entering into a multi-year, FY 2021-2026, piggyback agreement with East Coast Fence and Guardrail of Brevard, LLC., utilizing Brevard County Contract B# 21-452-B-JW for on demand fencing and guardrail services. Authorize the City Manager to sign the contract(s) and renewal(s) for each subsequent fiscal year.



Brevard County · Canaveral Port Authority · Cape Canaveral · Cocoa ·
Cocoa Beach · Melbourne · Melbourne Beach · Palm Bay · Rockledge ·
School Board of Brevard County · Titusville · Satellite Beach

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Brevard County Public Entity Purchasing Cooperative.

Local Governmental entities within the Brevard County area, currently consisting of 12-members, have entered into an Interlocal Agreement to create a Cooperative Purchasing group within our geographical area. The Brevard County Public Purchasing Cooperative was formed in an effort to develop cooperative relationships among its participants for the purpose of seeking responses to solicitations which may result in lower costs to group participants on commonly used commodities, better quality of products and lower administrative costs.

The government entities participating in this particular procurement and their respective delivery locations are listed in the attached document.

Brevard County Public Entity Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "Lead Entity". All responses are to be returned in accordance with the instructions contained in the attached document.
- The solicitation specifications, terms and conditions shall be the controlling document. Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract and issue its own tax exemption certificates as required by the Contractor.
- Invoicing instructions and delivery locations will be in accordance with the respective entity requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The Contractor(s) shall furnish the Lead Entity a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include Agency name, contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Brevard County Public Entity Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this solicitation award. However, other Brevard County Public Entity Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead entity. New Brevard County Public Entity Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead entity.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

PROCUREMENT & DISTRIBUTION SERVICES
2700 Judge Fran Jamieson Way
Viera, FL 32940

INVITATION TO BID

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS

ITB 21-452-B-JW Fencing Contracting Services (Co-Op)

ALL BIDS DUE BY: May 11, 2021 by 2:00 P.M. ET

NOTE: BIDS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE ACCEPTED.

PRE-BID MEETING: N/A

PROCUREMENT CONTACT: Jennifer Wells, Buyer I
Phone: 321-633-1000 ext. 11106 Email: wells.jennifer@brevardschools.org

Brevard Public Schools

PURPOSE

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish **Fencing Contractor Services (Co-Op)** for the use of The School Board of Brevard County, Florida (School Board).

1.0 SCOPE

1.01 This Specification establishes the minimum requirements for this solicitation, listed and described in the body of these specifications, to be used as noted, by The School Board of Brevard County and Brevard County Public Entity Purchasing Cooperative.

The intent of this bid is to procure services for projects less than $300,000.00. It is also the intent to utilize the awarded firms from this Invitation to Bid as follows:

- Projects less than $5,000.00, District staff may choose any one of the awarded firms to perform the work.

- Projects greater than $5,000.00 and less than $300,000.00, District staff will send an email to all the awarded firms, the firms will submit a written quote to the District Staff and the District will award the project to the firm with the lowest responsive, responsible written quote.

Successful bidder(s) shall be required to comply with each agencies background screening requirements and any quote thresholds that differ from above.

1.02 AWARD TERM

The School Board's goal is to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Bidder(s) shall be awarded a contract for an initial three (3) year term with an optional one (1) two (2) year renewal period.

The award term recommendation will be that which is determined to be in the best interest of the School Board. The renewal option shall be exercised only if all original contract terms, conditions, and prices remain the same. All renewals will be contingent upon mutual written agreement and, when applicable, approval of School Board.

1.03 BIDDER'S QUALIFICATIONS

The Bidder(s) shall be properly licensed to perform fencing work in Brevard County. The licenses must be valid at the time of the bid opening. A copy must be provided with the bid response.

The Bidder must have successfully completed within the past three (3) years, a minimum of five (5) commercial/educational fencing projects where the contract amount was $5,000.00 or more.

If legal business has changed in the past three (3) years, please provide documentation showing previous business name and current business name showing the history of providing Fencing Contracting services consecutively for the past three (3) years.

1.04 BIDDER'S REQUIREMENTS

1.04.1 The awarded Bidder's shall furnish all labor, tools, equipment, transportation, utilities, materials, and locates for underground utilities to provide Fencing Contracting services at multiple facilities within Brevard County as required by the District. These services shall include, but not limited to, small to medium repair, replacement, and Construction renovation projects.

1.04.2 The awarded Bidder's shall supervise and direct the Work, using their best skill and attention. The firm shall be solely responsible for all Work assigned to them by the District, means, methods, techniques, sequences and procedures for coordinating all portions of the Work under the Contract.

1.04.3 The awarded Bidder's as requested by the District shall furnish materials and other undefined labor. The District reserves the right to furnish materials to the awarded Bidder. The district may opt to use Owner Direct Purchases to capture sales tax savings. Materials provided by the Bidder shall be billed to the District based on the actual prices paid by the Bidder for the materials used plus the percentage mark-up bid. Copies of the invoices for the materials received by the Bidder shall be submitted with each invoice submitted to the Owner. The District shall pay only fair market prices for materials. The Bidder shall be reimbursed at invoice cost including (1) sales and/or use taxes and (2) freight. A markup shall be paid on the invoice cost of the materials excluding all (1) sales and/or use taxes and (2) freight. The markup shall be based on the material markup percentage specified on the price sheet, **not to exceed 15%.**

1.04.4 Equipment Rentals will be billed to the district at cost plus markup percentage specified on the price sheet, **not to exceed 15%**. A copy of the rental receipt is to be provided to the district with the invoice at the completion of the project. Owned equipment is to be listed on the Vendor's proposal at the going rate and will be included on the purchase order and invoice as individual line items.

1.04.5 The "Cost Plus" percentage for Materials and Equipment Rental shall be handled as a decimal number: example: 10% is 0.1, 14.5% is 0.145.

1.04.6 Labor provided by the Bidder shall be billed to the District based on the hourly rates bid for labor. The hourly rate bid shall include full compensation for labor, equipment operator, travel time and any other costs (including overhead and profit) to the Bidder. The rate is straight time for all labor except as otherwise noted herein. At times, due to time constraints, overtime pay shall be permitted. In those cases where the Bidder's employee works in excess of forty hours and on official holiday, then the District will authorize payment of one and a half times the labor rates bid. Overtime rates shall be included in the Work Request Estimate. If the District requests labor that is not covered by labor categories on the bid price sheet, the District shall pay the Bidder for that labor based on the Bidder's actual cost paid to the individual plus the percentage bid. Copies of pay stub or invoices for this labor shall accompany the Bidder's completion form. No additional payment shall be permitted for work required and scheduled on weekends or evenings. The District shall pay only fair market pricing for labor.

1.04.7 The Bidder shall be qualified to perform and responsible for the entire project contracted for and does himself or by others – construct, repair, alter, remodel, add to, subtract from, or improve any building or structure. The School Board of Brevard County reserves the right to reject a bid or any bidder if the bid names a subcontractor who has previously failed to deliver on time contracts of similar nature, or who is not in a position to perform properly this award. The School Board of Brevard County reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing. Subcontractors utilized by the Bidder shall be billed to the School Board on the actual prices paid plus the percentage markup bid on the price sheet, **not to exceed 15%.** Copies of invoices received by the Bidder for Subcontractors shall be submitted with each contractor's completion form. The District shall only pay fair market prices for labor.

1.04.8 The Bidder may subcontract any portion of a project for any reason. When subcontracting any portion of the work, the Bidder must state the name and address of the subcontractor and the name of the person to be contacted on the estimate. Subcontractors shall be approved by the School Board of Brevard County's authorized representative. When the work is under the $5,000.00 threshold the Bidder shall quote the work based on the subcontractors cost plus the Bidder's approved mark-up rate and provide all supporting documents with the invoice.

1.04.9 Bidder may purchase fencing parts and materials in bulk. When quoting work where bulk parts and materials are used, the Bidder shall submit parts and material quantities and a cost breakdown on company letterhead.

1.04.10 Bidder may be responsible for obtaining any necessary permits and providing a copy to the requesting agency for their records when requested by the Owner. Permits needed for a specific project should be clearly stated as a separate line item on all quotes and invoices; **the contractor shall not mark-up permit fees.** There will be times when the work is performed under the work site's Annual Maintenance Permit. When this occurs, an individual permit pulled by the Bidder will not be needed.

1.04.11 The Bidder shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the work under a contract with the Bidder.

1.04.12 Unless otherwise provided in project documents, the Bidder shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and any other facilities and services necessary for the proper execution and completion of the project whether temporary or permanent and whether or not incorporated or to be incorporated in the project.

1.04.13 The Bidder warrants to the Owner that all materials and equipment furnished under this contract will be NEW unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the project specifications. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the District, the Bidder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

1.04.14 The Bidder at all times shall keep the premises free from the accumulation of waste materials or rubbish caused by his Work in progress. At the completion of the Work, the Bidder shall remove all of this material/rubbish from the District's property as well as all of his tools, equipment, machinery and surplus materials.

1.04.15 The Bidder shall be responsible for notifying the District, in writing, of any conditions detrimental to the proper and timely completion of the Work. The Bidder shall not proceed with any work until unsatisfactory conditions have been corrected in a manner acceptable to him, the Bidder.

1.05 REPRESENTATIVES OF THE CONTRACT MANAGER

Duly appointed representative of the School Board may be utilized to inspect equipment used under this contract, observe personnel employed and note the general performance of the Contract. The representative will not be authorized to revoke, enlarge, alter, or relax the conditions of these specifications. The representative of the School Board will have the authority to reject defective equipment, report on inept personnel, and to suspend any work that is being improperly done, subject to the final decision of the School Board of Brevard County Superintendent or designee.

1.06 SUPPLEMENTARY SPECIFICATIONS

The District reserves the right to add supplementary specifications for larger projects. These supplementary specifications shall be added to the Scope of work for specific projects to allow the Bidder to calculate any additional costs, which may be associated with their use and subsequent compliance.

1.07 CATALOG BID – N/A

1.08 DISCOUNT ADJUSTMENTS – N/A

1.09 NEW ITEMS AND/OR OPTIONS – N/A

1.10 ITEM DISCONTINUANCE – N/A

1.11 MODEL NUMBER CHANGES – N/A

1.12 DELIVERY TERMS – N/A

1.13 LABELING – N/A

1.14 DAMAGED ITEMS

In the event an item or items is received, and it is later determined there is concealed damage when the item or items is unpacked, the item or items must be replaced by the awarded Bidder at no cost to the School Board.

1.15 INSTALLATION

Where installation is required, the successful bidder shall deliver, set in place, install, make ready to run, and test (test to be accomplished in the presence of an authorized representative of the School Board of Brevard County, Florida). The bidder shall provide a qualified person, at no extra cost, to assure performance of the item and to make the initial start-up and achieve the successful testing. Upon completion of the successful testing of the item, the authorized **representative of the School Board shall accept it. All miscellaneous installation materials shall** be included in the Total Turnkey price. The miscellaneous installation materials include the following: conduit, wire, fiber, connectors, fittings, boxes, etc. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Successful bidder shall protect the site from damage and shall repair damages or injury caused during the installation by the successful bidder or its employees or agents. If any alternation is required to the Building to achieve installation, the successful bidder shall promptly restore the structure or site to its original condition. Successful bidder shall perform installation work so as to cause the least inconvenience and interference with the School Board and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

1.16 QUANTITY – N/A

1.17 ADDITIONAL QUANTITIES

The School Board reserves the right to purchase any additional quantities of the bid item(s) from the awarded Bidder at this bid price for a period of one (1) year from the date of the award of the bid, provided the Bidder is in agreement at time of order.

1.18 QUANTITY CHANGES

The School Board reserves the right to increase or decrease the total quantities necessary.

1.19 GUARANTEED QUANTITIES (catalog) – N/A

1.20 METHOD OF ORDERING

Items shall be ordered via individual purchase orders or by Visa purchasing card on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order.

1.21 ORDERS

Schools, departments and centers of the School Board will issue purchase orders or place order by Visa purchasing card directly to the awarded Bidder(s) for the purchase of **Fencing Contracting Services (Co-Op).** The awarded Bidder(s) will be expected to honor these orders according to the discount terms and conditions listed in this solicitation. Each purchase order will be emailed to the awarded Bidder(s). The order should be reviewed for correct prices, catalog numbers, extensions, etc.

1.22 EXEMPT FROM THIS BID

Purchases shall not include items available at lower prices on other School Board bid awards or on Florida State Contracts. Items shall be ordered via individual purchase orders or Visa purchasing card on an "as needed" basis for the term of the contract. Invoices must be submitted against each

individual purchase order or receipts must be submitted for each purchase on Visa purchasing card.

1.23 SUBSTITUTES

Unapproved substitutes will not be allowed. If items are not available, the school or department noted on the purchase order must be contacted prior to shipment to determine if a substitute is acceptable.

1.24 STANDARDIZATION OF ITEMS

Some items have been standardized by the School Board's Plant Operations & Maintenance Department; these items are indicated on the price sheet as "ONLY" along with the Manufacturer's name and part number, allowing no alternate bids. Where there is no Manufacturer, model or part number indicated, just the description, please supply us with the Manufacturer name, model and part number you are bidding along with descriptive literature if required.

1.25 LIQUIDATED DAMAGES

Time is of the essence of the completion of this project under the Contract Documents. The School Board and awarded Bidder agree that losses suffered by the School Board are not ascertainable at this time. The awarded Bidder acknowledges and agrees that, since time is of the essence, the School Board will suffer financial and other loses if the project is not completed within the contracted time. Should the awarded Bidder fail to achieve completion of the project within the contracted time, the School Board shall be entitled to assess, as liquidated damages, but not as a penalty, the sum of **$100.00** for each calendar day thereafter until completion is achieved. The awarded Bidder hereby expressly waives and relinquishes any right it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the above-stated amount represents a fair and reasonable estimate of the School Board's actual damages at the time of contracting if awarded Bidder fails to achieve completion of this project within the contracted time.

1.26 NO DAMAGES FOR DELAY

Bidder is not entitled to any additional compensation or increase in the contract sum for direct, indirect, impact, or any other damages arising because of any hindrance or delays caused by the owner or any other cause whatsoever. Bidder's only remedy for delay, not caused or exacerbated by the Bidder, shall be an extension of time to complete the Bidder's scope of work. Any extension of time shall be granted at the sole discretion of the School Board, and if granted, shall be in the form of additional days added to the contract.

1.27 TIME FOR COMPLETION OR DELIVERY

It is hereby understood and mutually agreed by and between parties hereto that the time of delivery is an essential condition of this contract.

If said Bidder shall neglect or fail to furnish and deliver the equipment within time herein specified, then said Bidder does hereby agree, as part consideration for the awarding of this solicitation to pay to the School Board the sum extended by the School Board to contract for rental equipment approved by the Office of Procurement & Distribution Services for the period from the required schedule commencement date until delivery of the equipment covered on the Invitation to Bid is completed.

The Bidder shall, within seven (7) calendar days from the beginning of such delay, notify the School Board's duly appointed representative in writing of the cause(s) of the delay.

If the Bidder shall be delayed in the completion of his work of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other Bidder, the period herein above specified for the completion of delivery shall be extended by such time as shall be approved by the School Board's duly appointed representative.

Bidders unable to meet this time line must submit with their bid, their best time frame for project completion. The time for project completion will be a factor in the solicitation evaluation.

1.28 BARRICADES

The Bidder shall provide all barricades and take all necessary precautions to protect building and personnel. All work shall be complete in every respect and accomplished in a workmanlike manner and Bidder shall provide for removal of all debris from the School Board.

1.29 PALLETIZE – N/A

1.30 MEASUREMENTS – N/A

2.0 SPECIAL TERMS & CONDITIONS

2.01 CLOSING DATE

Submittals must be received by The School Board of Brevard County, Florida, Office of Procurement & Distribution Services through VendorLink at https://www.myvendorlink.com no later than **2:00 p.m., local time, on Tuesday, May 11, 2021.** Bids received after this time will not be considered.

2.02 TENTATIVE SCHEDULE

April 15,2021 ..... Invitation to Bid Available
N/A ..... Pre-Bid Conference
April 29, 2021 ..... Deadline for Questions
May 11, 2021 ..... Bid Closing Date
June 8, 2021 ..... Planned Award Date

2.03 ELECTRONIC BID SUBMITTAL

Bidder shall submit all documents listed in **Section 3.0 – Submittal Requirements** electronically through VendorLink at https://www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com if technical difficulties arise during submission.

A. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document Format (.pdf), or .ZIP file formats.

B. Enable printing on all files submitted.

C. All required documents must be fully filled out and signed by an official who is authorized to legally bind the Bidder on all solicitation specifications.

D. Clearly identify each part of the submission.

E. Terms and conditions submitted by Bidder which differ from those in this solicitation shall be cause for disqualification of the Bid Submittal.

2.04 PRE-BID CONFERENCE/WALK THROUGH – N/A

2.05 PUBLIC BID OPENING

A. The Bids will not be available for public records request until a notice of intended decision is issues or thirty (30) days after bid opening date, whichever is earlier. (Florida Statute 119.071 (1) (b)).

B. The Bidder List will be available at https://www.myvendorlink.com at time of Bid opening.

C. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to access the public Bidder List at https://www.myvendorlink.com should contact the Procurement Department at 321-633-1000 x11645 after the Bid opening date.

D. Individuals that would like to hear the names of Bidders read aloud during the official Bid opening may access the electronic meeting via Microsoft Teams for Business at the

following web address: Click here to join the meeting or by calling 321-300-0039 Phone Conference ID: 137 890 228#

2.06 QUESTIONS CONCERNING BID

A. Questions concerning any portion of this Solicitation shall be directed in writing or by e-mail to the Procurement Representative named below, who shall be the official point of contact for this Solicitation. Questions should be submitted by the question deadline date as listed above in Section 2.02, Tentative Schedule.

B. Submit questions to:
Jennifer Wells, Buyer I
E-mail: wells.jennifer@brevardschools.org

2.07 CLARIFICATION AND ADDENDA

A. It is incumbent upon each Bidder to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions are acceptable, 321-877-0904) through the Procurement Representative named above. The School Board will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the **only** official method by which interpretation, clarification or additional information can be given.

B. If it becomes necessary to revise or amend any part of this Solicitation, notice will be sent via VendorLink. **Each Bidder should ensure that all addenda and amendments to this Solicitation have been received and signed to be included with Bid submittal. Check https://www.myvendorlink.com/ for any addenda. The Procurement Department will not manually distribute any addenda.**

2.08 FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS

Bidders who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School Board. Bidders doing business under a fictitious name, on page 1, must submit their bid using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.

2.09 AWARD

The School Board reserves the right to award the solicitation to the Bidder(s) that the School Board deems to offer the lowest responsive and responsible bid(s), as defined elsewhere in this solicitation. The School Board is therefore not bound to accept a bid on the basis of lowest price. In addition, the School Board has the sole discretion and reserves the right to cancel this solicitation, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the School Board to do so. The School Board also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if it is deemed to be in the School Board's best interest.

2.10 DEFINITION OF RESPONSIVE AND RESPONSIBLE FOR THIS BID

Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

A. Proper submittal of ALL documentation as required by this solicitation. (Responsive)

B. The greatest benefits to the School Board as it pertains to: (Responsible)
1. Total Cost.
2. Delivery.

3. Past Performance. In order to evaluate past performance, all Bidders are required to submit:
   a. A list of references with the bid and;
   b. A list of relevant projects completed within the last three (3) years that are the same or similar to the magnitude of this ITB.
4. All technical specifications associated with this solicitation.
5. Financial Stability: Demonstrated ability, capacity and/or resources to acquire and maintain required staffing.
6. **Proof of Bidder being properly licensed to perform Fencing work in Brevard County.**

Bidders are reminded that award may not necessarily be made to the lowest bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose bid represents the best overall value to the School Board when considering all evaluation factors.

2.11 OTHER AGENCIES

A. In accordance with State Board Rule 6A-1.012 (6), all Bidders awarded contracts from this solicitation may, upon mutual agreement with the other agency, permit any school board, municipality or other governmental agency, to include Public Charter Schools, to participate in the contract under the same prices, terms and conditions, if agreed to by both parties.

B. Further, it is understood that each school board or agency will issue its own purchase order to the awarded Bidder(s).

2.12 CONTRACT

A. The contents of this solicitation and all provisions of the Bidder's Acknowledgement Form shall be considered a contract and become legally binding. A separate contract document, other than the purchase order(s), will not be issued.

B. The Director of Procurement & Distribution Services, Superintendent, and Board Chair are the sole Contracting Officers for the School Board, and only they or their designee are authorized to make changes to any contract.

C. The School Board shall be responsible for only those orders placed by the schools/departments on an authorized signed purchase order or Visa purchasing card. The School Board shall not be responsible for any order, change substitution or any other discrepancy on the purchase order or card charges. If there is any question about the authenticity of a purchase order, card charge or change order, the Bidder should promptly contact the Procurement Department.

D. The School Board hereby notifies interested parties that the purchasing agreements and state term contracts, available under s. 287.056, of the Department of Management Services will be reviewed for the subject of the award recommendation of this solicitation.

2.13 DISCLOSURE OF BID CONTENT

A. All material submitted becomes the property of the School Board and may be returned only at the School Board's option. The School Board has the right to use any or all ideas presented in any reply to this solicitation. Selection or rejection of any Bid Submittal does not affect this right.

B. The School Board is governed by the Public Record Laws, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the School Board as defined in 119.071(1)(c), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure. If a Bidder submits Confidential Materials, the information **MUST BE** listed on Page 10 of the Standard Terms and Conditions and each pertinent page must be clearly labeled "confidential" or "trade secret." The School Board will not disclose such Confidential Materials, subject to the conditions detailed within the Confidential Materials Acknowledgement.

PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES.

2.14 BIDDER'S RESPONSIBILITY

The Bidder, by submitting a Bid represents that:

A. The Bidder has read and understands the Solicitation in its entirety and that the solicitation is made in accordance therewith, and;

B. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the School Board, and;

C. Before submitting a Bid, each Bidder shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the School Board, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief.

D. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following the School Board's annual audit including five (5) years thereafter.

2.15 PAYMENT TERMS

A. **INVOICING**

The awarded Bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid School Board purchase order numbers. Invoices shall be mailed directly to the "bill to" as listed on the purchase order. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified in the terms of this solicitation or a School Board purchase order. Invoices, which do not reference valid School Board purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the Bidder for resolution of the discrepancies. It is the sole responsibility of the Bidder to reconcile the purchase order and the Bidder's invoice and to notify the Procurement representative of any discrepancies prior to billing. The School Board will only pay the dollar amounts authorized on the purchase order.

B. The Bidder represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of Section 68.082, Florida Statutes, pertaining to false claims against the State, and/or Section 837.06, Florida Statutes, pertaining to false official statements.

C. The School Board will remit full payment on all undisputed invoices within 45 (forty-five) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

D. Pursuant to Chapter 218, Florida Statutes, the School Board will pay interest, not to exceed one percent (1%) per month, on all undisputed invoices not paid within 45 (forty-five) days after receipt of the entire order of the commodity or service, AND a properly completed invoice, whichever is later.

E. The School Board has the capabilities of Electronic Fund Transfer (EFT). List any additional discounts for payment using Electronic Funds Transfer (EFT) and/or any additional discounts to be applied to such payments.

F. ***By submitting a Bid (offer) to the School Board, the Bidder expressly agrees that if awarded a contract, the School Board may withhold from any payment, monies owed by the Bidder to the School Board for any legal obligation between the Bidder and the School Board.***

G. **PARTIAL PAYMENT**
Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice with support documents if required.

H. **PAYMENT DISCOUNTS**
A bid price submitted indicating a discount if an invoice is paid within a certain number of days from the date of the invoice cannot be considered as a basis for the solicitation evaluation. All bid prices must be net and not contingent on terms.

2.16 LICENSES AND CERTIFICATES

A. The School Board reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulation, and the laws the State of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, AND;

B. Each firm and personnel who will be performing services on behalf of the Bidder for the School Board are to be properly licensed to do business in its area of expertise in the State of Florida. Each Bidder shall submit with their Bid a copy of and maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract.

2.17 INSURANCE REQUIREMENTS

The Bidder will provide before commencement of work, and attach to this agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 2.17.1 to 2.17.5 below. The following applies to the insurance requirements below for products or services from contractors when all products, services, or work performed when totaled together will pay the contractor $50,000 or more during the fiscal year. The insurance requirements are as follows:

1. Insurance listed in 2.17.1 below is required of all contractors and Contractors: The School Board shall be named as an additional insured to the insurance policy. If the School Board is not named as an additional insured, then the School Board reserves the right terminate this agreement.

2. Insurance listed in 2.17.2 below: All contractors whose work for the School Board includes products or services, and the value of these products or services are in excess of $25,000 are required to carry this insurance to the limit listed below.

3. Insurance listed in 2.17.3 below: Any contractor transporting School Board employees, delivering or transporting School Board owned equipment or property, or providing services or equipment where a reasonable person would believe the School Board is responsible for the work of the contractor from portal to portal is required to carry this insurance to the limit listed below.

4. Insurance as listed in 2.17.4 below: All contractors that have one or more employees or subcontracts any portion of their work to another individual or company is required to have workers' compensation insurance to the limits listed below. For contracts of $50,000 or more, no State of Florida, Division of Workers' Compensation, Exemption forms will be accepted. All entities and individuals are required to purchase a commercial workers' compensation insurance policy.

5. Insurance as listed in 2.17.5 below: All contractors providing professional services such as architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

All contractors will carry and maintain policies as described in numbers 1 to 5 above and as checked off in the box to the left of each section 2.17.1 to 2.17.5 below as specifically marked by representatives of the Office of Procurement Services. All required insurance required must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to the School Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to the School Board.

☒ 2.17.1. Commercial General Liability Insurance:

Negligence including Bodily Injury and Property Damage	
Per Occurrence -	$1,000,000
General Aggregate -	$2,000,000

☐ 2.17.2. Product Liability and/or Completed Operations Insurance:

Negligence Including Bodily Injury and property damage -	$1,000,000
Products – Completed Operations Aggregate -	$2,000,000

☒ 2.17.3. Automobile Liability:

Negligence Including Bodily Injury and Property Damage:	
Per Claim -	$ 500,000
Combined Single Limit (each accident) -	$1,000,000

☒ 2.17.4. Workers' Compensation/Employer's Liability:

W.C. Limit Required* -	Statutory Limits
E.L. Each Accident -	$ 100,000
E.L. Disease – Each Employee	$ 100,000
E.L. Disease – Policy Limit	$ 500,000

☐ 2.17.5. Professional Liability Insurance (Errors and Omissions):

For services, goods or projects that will exceed $1,000,000 in values over a year.

Each Claim -	$1,000,000
Annual Aggregate -	$2,000,000

For services, goods or projects that will not exceed $1,000,000 in values over a year.

Each Claim -	$ 250,000
Annual Aggregate -	$ 500,000

Professional Liability coverage must be maintained for a two-year period following completion of the contract.

2.18 DAMAGES TO RENTAL EQUIPMENT

Rental Bidders agree to purchase such insurance, as they consider necessary to protect their equipment from damage or destruction during the term of this contract for rental of equipment. Rental Bidders also agree that the School Board shall have no obligation for payment of damages of any nature to equipment provided with or without an operator unless clear and convincing evidence demonstrates that gross negligence of either the School Board or its employees acting within the scope of their employment was the direct cause of such damage or destruction.

Rental Bidders further understand and agree that no employee of the School Board other than the Superintendent or School Board Chairman is authorized to sign any rental or other agreement that contains terms and conditions other than those contained in this solicitation, and that any signature of a School Board employee other than the Superintendent or School Board Chairman shall be interpreted as the School Board's acknowledgement of delivery only.

2.19 SAFETY

The Bidder shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. Bidder shall take all necessary

precautions to ensure all materials provided do not include Asbestos. The Bidder shall indemnify and hold harmless the School Board from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the School Board because of the Bidder, sub-contractor, or supplier's failure to comply with the regulations.

2.20 WAGE PRICE REDETERMINATION – N/A

2.21 PRICE REDETERMINATION – FUEL – N/A

2.22 PRICE REDETERMINATION – N/A

2.23 DEVIATIONS

All Bid Submittals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the Bidder by the specifications. Such deviations must be stated upon the Bid Submittal Form; otherwise the School Board will consider the subject Bid Submittal as being made in strict compliance with said specifications to Bidders, the Bidder being held therefore accountable and responsible. Bidders are hereby advised that School Board will only consider Bid Submittals that meet the exact requirements imposed by the specifications; except, however, said Bid Submittals may not be subject to such rejection where, **at the sole discretion of The School Board**, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the solicitation process by affecting the amount of the Bid Submittal such that an advantage or benefit is gained to the detriment of the other Bidders.

2.24 MATERIAL SAFETY DATA SHEET

In accordance with Chapter 487 of the Florida Statutes, it is the Bidder's responsibility to identify and to provide to the Office of Procurement & Distribution Services and the Office of Environmental Health and Safety a Material Safety Data Sheet for any material, as may apply to this procurement.

2.25 WAIVER OF CLAIMS

Once this contract expires, or final payment has been requested and made, the awarded Bidder shall have no more than thirty (30) calendar days to present or file any claims against the School Board concerning this contract. After that period, the School Board will consider the Bidder to have waived any right to claims against the School Board concerning this agreement.

2.26 TERMINATION / CANCELLATION OF CONTRACT

The School Board reserves the right to cancel the contract without cause with a minimum thirty (30) days' written notice.

Termination or cancellation of the contract will not relieve the Bidder of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the Bidder of any obligations or liabilities resulting from any acts committed by the Bidder prior to the termination of the contract.

The Bidder may cancel the resulting contract with **one hundred twenty (120) days' written** notice to the Director of Procurement & Distribution Services. Failure to provide proper notice may result in the Bidder being barred from future business with the School Board.

2.27 TERMINATION FOR SCHOOL BOARD'S CONVENIENCE

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the School Board. Any such termination shall be affected by the delivery to the Bidder of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, Bidder shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the School Board shall have no other obligations to Bidder. Bidder shall be obligated to continue

performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

2.28 TERMINATION FOR DEFAULT

The School Board's representative shall notify, in writing, the Bidder of deficiencies or default in the performance of its duties under the Contract. Three (3) separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the School Board's discretion whether to exercise the right to terminate. Bidder shall not be found in default for events arising due to acts of God. **Termination for cause includes terminations under 287.135, F.S.**

2.29 BIDDER PERFORMANCE

BPS project personnel shall monitor Bidder's performance. A 'Report of Unsatisfactory Product or Service' form (attached) shall be utilized to document unsatisfactory performance during the term of this contract. The report may become an important part of the Bidder's history. The report and process will assist the Office of Procurement & Distribution Services to determine whether there is a continuing pattern of problems which may need to be addressed through termination of contract and/or suspension of Bidder from future bidding.

2.30 COLLUSION

The School Board of Brevard County reserves the right to disqualify bids upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the solicitation process in a manner that conflicts with applicable law, upon the part of the Bidder(s), Bidder's employees or agents , the School Board's Professional Consultant(s), or Consultant's agents, or any School Board employee(s) who may, or may not, be involved in the development of bid specifications and/or firm bid schedules. Multiple bids from an individual, partnership, corporation, association (formal or informal) or firm under the same or different names shall not be considered. Reasonable grounds for believing that a Bidder has interest in multiple Bids for the same work shall be cause for rejection of all Bids in which such Bidder is believed to have an interest in. Any and/or all Bids shall be rejected if there is any reason to believe that collusion exists among one or more of the Bidders, the School Board's Professional Consultant(s) or School Board employees. Bidders involved in developing a solicitation specification or Bidders with knowledge of solicitation specifications prior to a solicitation advertisement shall be disqualified from participating in the applicable solicitation process.

2.31 INCURRED EXPENSES

This ITB does not commit the School Board to award a contract, nor shall the School Board be responsible for any cost or expense which may be incurred by the Bidder in preparing and submitting the bid called for in this ITB, or any cost or expense incurred by the Bidder prior to the execution of a contract agreement.

2.32 MINIMUM SPECIFICATIONS

The specifications listed herein are the minimum required specifications for this ITB. They are not intended to limit competition nor specify any particular Bidder, but to ensure that the School Board receives quality products and services.

2.33 COMPLIANCE WITH LAWS AND REGULATIONS

The Bidder shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Bidder shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Bidder shall protect and indemnify School Board and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Bidder, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Bidder shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Brevard County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

2.34 BIDDER'S PUBLIC RECORDS

Public Records Act/Chapter 119 Bidder agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

A. Bidder and its subcontractors shall keep and maintain public records required by the SBBC to perform the service.

B. Effective July 1, 2016, Bidder and its subcontractors shall upon request from the SBBS's custodian of public records, provide the SBBC 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 that provided in chapter 119, Florida Statutes or as otherwise provided by law;

C. Bidder and its subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Bidder does not transfer the records to the SBBC; and

D. Bidder and its subcontractors upon completion of e contract shall transfer to the SBBC, at no cost, all public records in possession of the Bidder and its subcontractors or keep and maintain the public records required by the SBBC to perform the service. If the Bidder and its subcontractors transfer all public records to the SBBC upon completion of the contract, the Bidder and its subcontractors shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. If the Bidder and its subcontractors keep and maintain public records, upon completion of the contract, the Bidder and its subcontractors shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the SBBC, upon request from the SBBC's custodian of public records, in a format that is compatible with the information technology systems of the SBBC.

E. The parties agree that if the Bidder and its subcontractors fail to comply with a public records request, then the SBBC must enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.

F. IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 321-633-1000 EXT. 11453, recordsrequest@Brevardschools.org, THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940.

2.35 LOCAL BUSINESS TAX RECEIPTS

A. Any Bidder whose permanent business location is in Brevard County shall submit with the bid a copy of their Local Business Tax Receipt (formerly known as an "Occupational License") issued to them by the Brevard County Tax Collector.

B. Any Bidder whose permanent business location is in a Florida county other than Brevard County shall submit with their bid a copy of their Local Business Tax Receipt issued to them by the tax collector of the county of their permanent business location, unless that county does not collect Local Business Taxes or issue Local Business Tax Receipts.

2.36 RECORDS & RIGHT TO AUDIT

The Bidder shall maintain such financial records and other records as may be prescribed by the School Board or by applicable federal and state laws, rules, and regulations. The Bidder shall

retain these records for a period of five (5) years after final payment, or until the School Board audits them, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five (5) year period for examination, transcription, and audit by the School Board, its designees, or other entities authorized by law. At the expiration of such period, Bidder, if requested by the School Board, will turn over such records to the School Board to be kept for such time as the School Board may elect.

2.37 CHANGES IN SCOPE OF WORK/SERVICE

A. The School Board may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Bidder that the scope of the project or of the Bidder's services has been changed, requiring changes to the amount of compensation to the Bidder or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the School Board Chair and the Bidder.

B. If the Bidder believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Bidder, the Bidder must immediately notify the School Board's Representative in writing of this belief. If the School Board's Representative believes that the particular work/service is within the scope of the contract as written, the Bidder will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Bidder must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

C. The School Board reserves the right to negotiate with the awarded Bidder(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

2.38 MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW

The School Board shall have the power to make changes in the contract as the result of changes in Florida law and/or rules of the School Board to impose new rules and regulations on the Bidder under the contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The School Board shall give the Bidder notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Bidder. In the event any future change in Federal, State or County law or the rules of the School Board materially alters the obligations of the Bidder, or the benefits to the School Board, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Bidder, then the Bidder or the School Board shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The School Board and Bidder agree to enter into good faith negotiations regarding modifications to the contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, the School Board and the Bidder shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Bidder directly and demonstrably due to any modification in the contract under this clause.

2.39 RIGHT TO REQUIRE PERFORMANCE

A. The failure of the School Board at any time to require performance by the Bidder of any provision hereof shall in no way affect the right of the School Board thereafter to enforce same, nor shall waiver by the School Board of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

B. In the event of failure of the Bidder to deliver services in accordance with the contract terms and conditions, the School Board, after due written notice, may procure the services from

other sources and hold the Bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the School Board may have.

2.40 FORCE MAJEURE

The School Board and the Bidder will exercise every reasonable effort to meet their respective obligations as outlined in this ITB and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred. Force Majeure will include epidemics and quarantine restrictions as acts of God and governmental law and regulation.

2.41 BIDDER'S PERSONNEL

During the performance of the contract, the Bidder agrees to the following:

A. The Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Bidder. The Bidder agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, shall state that such Bidder is an Equal Opportunity Employer.

C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Bidder shall include the provisions of the foregoing paragraphs A, B, and C, above, in every subcontract or purchase order so that the provisions will be binding upon each Bidder.

E. The Bidder and any sub-contractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

F. Any information concerning the School Board, its products, services, personnel, policies or any other aspect of its business learned by the Bidder or personnel furnished by the Bidder in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the Bidder or any employee or agents of the Bidder or personnel furnished by the Bidder, without the prior written consent of the School Board.

G. All employees assigned by the Bidder to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Bidder's responsibility to ensure that all employees meet the physical standards to perform the work assigned and are free from communicable diseases. This requirement also includes acceptable hygiene habits of Bidder's employees.

H. The personnel employed by the Bidder shall be capable employees, age 18 years or above, qualified in this type of work.

I. It is the Bidder's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.

J. The Bidder's employees shall be required to dress neatly, commensurate with the tasks being performed.

K. All School Board facilities are tobacco free. The School Board prohibits the use of tobacco in school buildings. Such prohibition also applies on school grounds, on school buses, and/or at any school-related event. Refer to Board Policies, 7434 - use of tobacco on school premises.

L. It is the Bidders responsibility to see that every employee on the Bidder's work force is provided and wears an Identification Badge or company shirt/uniform in order to maintain security at the school's facility. It shall be Bidder's responsibility to inform the School Board Representative(s) of all new employees promptly at time of employment. All visitors, including volunteers and Bidders, are to check in and out with the front office using the applicable software and must wear a badge indicating their visitor status. Refer to Board Policies, 9150 – School Visitors.

M. The Bidder shall require employees to be dressed in their appropriate work attire when reporting for duty.

N. The Bidder shall prohibit their employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official use.

O. The Bidder shall require their employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, inspectors, etc.

P. The School Board's Representative(s) will determine how the Bidder will receive access to the facility.

Q. If keys are provided and lost, the Bidder will be responsible for any and all costs associated with replacement keys and re-keying of the facility.

R. When requested, the Bidder shall cooperate with any ongoing SCHOOL BOARD investigation involving economic loss or damage to SCHOOL BOARD buildings, or SCHOOL BOARD or personal property therein. The SCHOOL BOARD reserves the right to require any employee of the Bidder to submit to a polygraph test if the SCHOOL BOARD has a reasonable suspicion that the employee is or was involved in the incident or activity under investigation. The Bidder shall obtain a waiver from the employee authorizing the release to the SCHOOL BOARD of information acquired by the Bidder from the polygraph test. The SCHOOL BOARD, at its discretion, may require that the Bidder immediately remove the employee under investigation from working within SCHOOL BOARD buildings for the following reasons: 1) The employee's refusal to submit to a polygraph test in the above circumstances, or 2) an employee's refusal to sign the waiver referenced above or 3) an analysis of the polygraph test indicates that the employee is or was involved in the incident under investigation. If the test results show involvement on the part of the Bidder's employee, the Bidder will be obligated to cover the cost of the examination. If the test results indicate that the Bidder's employee was not involved in the incident, when the SCHOOL BOARD will pay for the cost of the examination.

S. CONTROLLED SUBSTANCE OR ALCOHOL ABUSE ON SCHOOL BOARD PROPERTY: The Bidder(s) is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any School Board property, or at any school board activities. Violations may subject the Bidder and/or the Bidder's employee(s) to prosecution, fines, imprisonment and/or cancellation of this or any other contract(s) that this Bidder presently holds. The Bidder(s) are required by this School Board to take appropriate disciplinary action in such cases and/or require that the employee(s) satisfactory participation in a rehabilitation program.

T. Any Bidder's employee convicted of violating a criminal drug statute in the workplace must report the conviction to the employer within five (5) workdays. Bidders (Employers) are required to report such convictions to the School Board within ten (10) workdays of receiving this information.

U. The School Board is committed to the education and safety of its students and employees. To that end, any Bidder awarded a contract will be required to assure that the personnel assigned to the project, do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education. Each Bidder must certify that the company and its employees are or will be in compliance with those standards for the project awarded.

V. The Bidder shall strictly prohibit interaction between their employees and the student(s).

W. Bidder's employees may not solicit, distribute or sell products while on School Board property.

X. Friends, visitors or family members of the Bidder's employees are not permitted in the work area.

Y. The Bidder shall adhere to all of the School Board's security standards.

2.42 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

Florida Statutes require that all persons or entities entering into contracts with the School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, or who will have contact with students shall comply with the level 2 screening requirements of the Statute and School Board Standards. The required level 2 screening includes fingerprinting that must be conducted by the School Board's District and School Security Office. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of this contract/agreement.

2.43 CLAIM NOTICE

The Bidder shall immediately report in writing to the School Board's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Bidder agrees to cooperate with the School Board in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume' of claims experience relating to all Bidder operations at the School Board project site.

2.44 BANKRUPTCY / INSOLVENCY

At the time of bid submittal, Bidder shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the Bidder is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

2.45 CONTRACT/BIDDER RELATIONSHIP

The School Board reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the School Board.

Any awarded Bidder shall provide the services required herein strictly under a contractual relationship with the School Board and is not, nor shall be, construed to be an agent or employee of the School Board. As an independent Bidder the awarded Bidder shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Bidder shall be responsible for all income tax, FICA, and any other withholdings from its employees' or sub-Bidder's wages or salaries. Benefits for same shall be the responsibility of the Bidder including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

The independent Bidder shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under

which individuals will be assigned duties, how individuals will report, and the hours' individuals will perform.

The independent Bidder shall not be exclusively bound to the School Board and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the School Board.

The independent Bidder shall not be provided special space, facilities, or equipment by the School Board to perform any of the duties required by the contract nor shall the School Board pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.

2.46 BID BOND – N/A

2.47 PERFORMANCE BOND and PAYMENT BOND – N/A

2.48 FIDELITY BOND (Security related) [for security related services] – N/A

2.49 NEW MATERIAL

Unless otherwise provided for in this specification, the Bidder represents and warrants that the goods, materials, supplies, or components offered to the School Board under this Bid solicitation are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Bidder believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the School Board's interest, the Bidder shall so notify the School Board Buyer in writing no later than ten (10) working days prior to the date set for opening of Bids. The notice shall include the reasons for the request and any benefits that may accrue to the School Board if the Buyer authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

2.50 DAMAGES

Due to the nature of the services to be provided and the potential impact to the School Board for loss of fencing, the Bidder cannot disclaim consequential or inconsequential damages related to the performance of this contract. The Bidder shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or sub-consultants. There are no limitations to this liability.

2.51 CONFLICT OF INTEREST FORM

All Bidders shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interest associated with this project.

2.52 LITIGATION

Bidders shall submit details of all litigation, arbitration or other claims, whether pending or resolved in the last five years, with the exception of immaterial claims which are defined herein as claims with a possible value of less than $25,000.00 or which have been resolved for less than $25,000.00. Notwithstanding the foregoing, all litigation, arbitration or other claims, of any amount, asserted by or against a state, city, county, town, School Board, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, cause of litigation, matter in dispute, disputed amount, and whether the award was for or against the Bidder.

2.53 BID PROTESTS

Solicitation or contract award protests shall be resolved under procedures set forth in School Board policy 6320 and in conformity with the requirements of F.S. 120.57(3) and the Uniform Rules at F.A.C. Chapters 28-106 and -110.

2.53.1 DEFINITIONS

A. "Decision or intended decision" means:
   i. the contents of a solicitation, including addenda;
   ii. a determination that a specified procurement can be made only from a single source;
   iii. rejection of a response or all responses to a solicitation; or
   iv. intention to award a contract as indicated by a posted solicitation tabulation or other written notice.

B. “Filed” means that a document has been physically received and time/date stamped by the Procurement and Distribution Services department within the time required by this policy.

C. “Person” means an individual and includes company, corporation, partnership, limited partnership, joint venture or any other legally recognized business entity.

2.53.2 NOTICE OF DECISION OR INTENDED DECISION

The Director of Procurement and Distribution Services or designee shall post notice of a decision or intended decision by electronic posting. All such notices shall contain the following statement: “Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.”

2.53.3 NOTICE OF PROTEST

Any person who is adversely affected by the agency decision or intended decision and intends to protest the decision or intended decision, shall file a notice of protest in writing with the Director of Procurement and Distribution Services within seventy-two (72) hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding agreements, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within seventy-two (72) hours after the posting of the solicitation.

A. A notice of protest should not be filed before the seventy-two (72) hour period begins. The seventy-two (72) hour period begins upon posting of the Decision or Intended Decision.

B. The notice of protest must be actually received by the District's Procurement and Distribution Services department before the seventy-two (72) hour period expires. The seventy-two (72) hour period excludes Saturdays, Sundays, and holidays when the District administrative office is closed. The seventy-two (72) hour period is not extended by service of the notice of protest by mail. Failure to timely file a notice of protest shall constitute a waiver of proceedings under this section and F.S. 120.57(3).

C. The notice of protest shall identify the procurement by number and title or any other language that will clearly enable the District to identify it; and the person that intends to protest the decision.

2.53.4 FORMAL WRITTEN PROTEST

In addition to filing a notice of protest, a protesting person must file a formal written protest.

The formal written protest must be filed with the Director of Procurement and Distribution Services within ten (10) days after the date the notice of protest is filed. Failure to timely file the formal written protest shall constitute a waiver of proceedings under this Policy and F.S. 120.57(3). The ten (10) day period for filing the petition is not extended by service of the petition by mail.

A. The formal written protest shall be a petition that:
   i. states with particularity the facts and law upon which the protest is based;
   ii. contains all the information specified in Rule 28-106.201(2), FAC and Rule 28-106.301(2), FAC;
   iii. is substantially in the form of petition set forth in Rule 28-110.004(2), FAC, naming "The School Board of Brevard County, Florida" as the Respondent; and
   iv. should include a request for a hearing involving disputed issues of material fact; or, if the relevant facts are not in dispute, the petition should so allege and request a hearing not involving disputed issues of material fact.

B. Pursuant to Rule 28-110.004(1), FAC, if the formal written protest is filed in proper form within the seventy-two (72) hour period for filing a notice of protest, the formal written protest will also constitute the notice of protest, and all time limits applicable to a notice of protest are waived and the time limits relative to formal written protests shall apply.

2.53.5 PROTEST BOND

Any person who files an action protesting a decision or intended decision pertaining to a solicitation or contract award shall post with the Director of Procurement and Distribution Services, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida, payable to “The School Board of Brevard County, Florida” in an amount of $25,000.00 or two percent (2%) of the estimated contract amount, whichever is greater, for projects valued over $500,000.00; and five percent (5%) of the estimated contract amount for all other projects.

A. The Director of Procurement and Distribution Services shall provide the estimated contract amount to the protester within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays when the District administrative offices are closed) after the filing of the notice of protest. The estimated contract amount is not subject to protest under this Policy or F.S. 120.57(3). This information may be provided as part of the decision or intended decision documents. In lieu of a bond, the Director of Procurement and Distribution Services may accept a cashier's check, official bank check, or money order in the amount of the bond.

B. The bond shall be conditioned upon the payment of all costs and charges which may be adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

C. If, after completion of the administrative hearing process and any appellate court proceedings, the Board prevails, it shall be entitled to recover all costs and charges which are included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the decision or intended decision or contract award, the bond, cashier's check, official bank check, or money order shall be returned to the protestor. If, after the completion of the administrative hearing process and any appellate court proceedings, the protestor prevails, the protestor may recover from the Board the costs and charges which are included in the final order or judgment, excluding attorney's fees.

2.53.6 INFORMAL RESOLUTION MEETING

The Director of Procurement and Distribution Services shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) business days (excluding Saturdays, Sundays, and holidays when the District administrative offices are closed) of receipt of the formal written protest. All affected parties shall be notified of the notice of protest.

A. Hearing.
If the protest is not resolved by mutual agreement within seven (7) business days (excluding Saturdays, Sundays, and holidays when the District administrative offices are closed) after receipt of the formal written protest; and

i. if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to F.S. 120.57(2) and applicable Board Policies, and may be conducted before an impartial hearing officer who is a member in good standing of The Florida Bar; or

ii. if there is a disputed issue of material fact, in accordance with F.S. 120.569, the protest shall be referred within fifteen (15) days after the Director of Procurement and Distribution Services receives the formal written protest to the Division of Administrative Hearings for a formal hearing under F.S. 120.57(1).

B. As stated in F.S. 120.57(3)(f), the burden of proof shall rest with the party protesting the proposed agency action.

C. In any bid-protest proceeding contesting an intended agency action to reject all bids, proposals, or replies, the standard of review shall be whether the Board's intended action is illegal, arbitrary, dishonest, or fraudulent.

D. In competitive-procurement protests other than those contesting an intended agency action to reject all bids, proposals, or replies, the hearing officer or administrative law judge will conduct a de novo proceeding to determine whether the Board's proposed action is contrary to the governing statutes, the Board's Policies, or the solicitation documents. The standard of proof for such proceedings shall be whether the proposed agency action was clearly erroneous, contrary to competition, arbitrary, or capricious.

2.53.7 STOPPING THE PROCUREMENT PROCESS

Upon receipt of the formal written protest that has been timely filed, the solicitation or contract award process shall be stopped until the subject of the protest is resolved by final agency action, unless the Superintendent sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

2.54 PREFERENCE TO FLORIDA BUSINESSES (Where applicable)

Effective July 1, 2012, when a School Board is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a Bidder whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the School Board shall award an equal preference to the lowest responsible and responsive Bidder having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a Bidder whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to Bidders having a principal place of business in that state, the preference to the lowest responsible and responsive Bidder having a principal place of business in the State of Florida shall be 5 percent. F.S. 287.084(1)(a).

A Bidder whose principal place is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. F.S. 287.084(2).
Please complete the form titled “Bidder’s Statement of Principal Place of Business” and include it with your submittal.

2.55 DEFINITIONS

As used in this Bid, the following terms shall have the meanings set forth below:

Bidder: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a bid for the purpose of obtaining business with the School Board to provide the product and/or services set forth herein.

Contract Administrator: The School Board's Director of Procurement & Distribution Services or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the School Board Chair or authorized designee.

Contract: The document resulting from this solicitation between the School Board and the Bidder, including this solicitation, along with any written addenda and other written documents, which are expressly incorporated by reference.

Bidder's Project Manager: The Project Manager has responsibility for administering this contract for the awarded Bidder(s) and will be designated prior to the issue of the resulting Price Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director is the Director of Procurement & Distribution Services for the School Board.

Exceptions to Bid: An exception is defined as the Bidder's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the bid.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

School Board: The word School Board refers to the elected officials of the School Board of Brevard County, Florida, its duly authorized representatives, and any school, department, or unit within the School Board.

School Board's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting contract for the School Board and will be designated prior to award of the resulting purchase order.

Using Agency: The term "using agency" used herein refers to any school, department, committee, authority, or another unit in the School Board using supplies or procuring contractual services as provided for in the Procurement Department of the School Board.

3.0 <u>SUBMITTAL REQUIREMENTS</u>
(Submit in the following order)

A. Completed Bidder's Acknowledgement and agreement of the Standard Terms and Conditions.
- I. Drug Free Workplace Certification
- II. Instruction for Debarment Certification
- III. Certification Regarding Debarment
- IV. Emergency/Storm Related Catastrophe Acknowledgement
- V. Notification Regarding Public Entity Crime and Discriminatory Vendor Lists
- VI. Prohibition Against Contracting with Scrutinized Companies
- VII. Conflict of Interest
- VIII. Confidential Materials Acknowledgement

B. Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's bid. **Failure to return signed addenda may be cause for the bid to be considered non-responsive.**

C. Completed Exhibit A: Price Sheet

D. List at least three (3) recent references where the proposed product has been used within the past year. Use of the attached form will aid in evaluation.

E. Certified Business Program Reciprocity Affidavit – If Applicable.

F. Bidder's Statement of Principal Place of Business – If Applicable

G. All Bidders, including predecessors or related Bidder or entity, shall identify any litigation in which they have been involved in, including arbitration and administrative proceedings, during the past five (5) years involving claims for excess of ten (10) percent of the contact value. Include a brief legal description of the dispute and its current status. Where the action or lawsuit involved a similar project as herein discussed, Bidder shall describe the particular circumstances giving rise to the dispute.

H. Local Business Tax Receipts

I. Current Request for Taxpayer Identification Number and Certification (Form W-9).

J. Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and School Board contact person.

K. The Bidder must submit with his bid the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular workhours and after-hours, weekends, and holidays must be identified.

L. If a Bidder must subcontract any portion of a contract for any reason, he must state the name and address of the subcontractor and the name of the person to be contacted. The School Board also reserves the right to reject a bid or any Bidder if the bid names a subcontractor who has previously failed to deliver on time contracts of similar nature, or who is not in a position to perform properly this award. The School Board reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing.

M. Proof of contractor being properly licensed to perform Fencing work in Brevard County.

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with East Coast Fence and Guardrail of Brevard, LLC, 651 Pam Lem St., Cocoa, FL 32923 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with School Board of Brevard County - Florida, said contract being identified as: Fencing Contracting Services, Contract No. ITB 21-452-B-JW. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Fencing Contract Services (see attachment "Exhibit A" – original contract).

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

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

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and East Coast Fence and Guardrail of Brevard, LLC. The term of said agreement shall be for the period effective date of signature of the City Mayor through 06/08/2024 with one (1) optional two (2) year renewal period.

The City of Cocoa intends to utilize said agreement for FY2021 thru FY2024 and shall not exceed the budgeted amount of $20,000.00 per year, any change orders to this amount must be approved by City Council.

a. Insurance Requirements (As Applicable):

Liability Insurance

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

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

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

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

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

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

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

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

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

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

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

COMPREHENSIVE BUILDER RISK INSURANCE

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

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

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

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

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

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

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

VENDOR:

East Coast Fence and Guardrail of Brevard, LLC
Attn: Don Miller
651 Pam Lem Street
Cocoa, FL 32923
Phone: (321) 504-3666
(321) 504-3777
Email: volsmiller@bellsouth.net

East Coast Fence and Guardrail of Brevard, LLC

Entered this 24 day of August 2021

Beverly Catechis / President

(Print Name / Title)

Bev Catechis

(Signature)

08-24-21

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

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

By: _____

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

BOARD APPROVED 6/8/2021

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
BOARD AGENDA ITEM – June 8, 2021

PROCUREMENT SOLICITATION **ITB 21-452-B-JW Fencing Contracting Services**

☒ **(ITB)** Invitation To Bid	☐ **(ITN)** Invitation To Negotiate	☐ **(PB)** Piggyback
☐ **(RFP)** Request For Proposal	☐ **(RFQ)** Request For Qualifications	☐ **(SC)** State Contract
☐ **(SS)** Sole Source		

REQUESTOR: Plant Operations and Maintenance **Legal Review Required:** ☐ **Yes** ☒ **No**
Standard Template Used with No Changes: ☒ **Yes** ☐ **No**
Standard Template Type: **Invitation to Bid**

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
All-Rite Fence Services, Inc. CHAPCO FENCE, LLC East Coast Fence and Guardrail of Brevard, LLC Secure Fence and Rail, Inc.	Variable	Fencing Contracting Services
Total	Variable	

☐ **Contract Renewal**	**New Contract Amount**	**Variable**
☐ **Recurring Contract**	**Previous Contract Amount**	**$300,000.00**
☒ **New Contract**	**Variance**	**Variable**

PRICE INCREASE / DECREASE EXPLANATION: The amount of the contract is changed to variable because the District has significantly increased the amount of fencing that needs to be maintained.

DISCUSSION:
The Maintenance Department does not have the resources or specialized equipment to repair school security fencing. The use of a fencing specialty contractor is important to ensure that all school and ancillary sites are secure and safe.

The standard Invitation to Bid template has been used, which does not require legal review.

CONTRACT TERM:
The initial contract term shall commence June 9, 2021 and continue until June 8, 2024 with one (1) optional two (2) year renewal period.

RECOMMENDATION:
It is the recommendation of Susan Hann, P.E., Assistant Superintendent of Facilities Services and James Ross, Director of Plant Operations and Maintenance to approve the Fencing Contracting Services ITB to the above vendors in a variable amount.

AUTHORITY FOR ACTION:
Florida Administrative Code 6A-1.012 (9)

School Board of Brevard County
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601
Mark W. Mullins, Ed.D., Superintendent

Brevard Public Schools

May 13, 2021

NOTICE OF INTENDED DECISION
ITB # 21-452-B-JW
Fencing Contracting Services

The Office of Procurement hereby notifies all firms of an intended decision regarding the award of the above-mentioned solicitation as outlined attached.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Please contact Jennifer Wells, Buyer I at 321-633-1000 ext. 11106 or by email at wells.jennifer@brevardschools.org if you should have any questions. Thank you for your continued interest in The School Board of Brevard County, Florida.

Sincerely,

Kristine Rodriguez, MBA, NIGP-CPP, CPPO, CPPB
Director of Procurement and Distribution Services

TABSHEET ITB # 21-452-B-JW Fencing Contracting Services May 11, 2021 at 2:00 PM Opened By: Jennifer Wells, Buyer I Witnessed By: This is the tabsheet showing award recommendation pending Board Approval June 8, 2021 Date Solicited: April 15, 2021 Date Opened: May 11, 2021 # Solicitated 820 # MWBE 1 # Planholders 16 # Submittals 4		All-Rite Fence Services, Inc. 5115 Old Winter Garden Rd. Orlando, FL 32811 David Glidewell 407-295-7093 407-292-8550 all-rite@allritefence.com	CHAPCO FENCE, LLC 4417 13th Street # 513 St. Cloud, FL 34769 Jason Junnila 407-892-6447 407-892-9765 chapcofence@aol.com	East Coast Fence and Guardrail of Brevard LLC 651 Pam Lem Street Cocoa, FL 32923 Don Miller 321-504-3666 321-504-3777 volsmiller@bellsouth.net	Secure Fence and Rail, Inc. 2300 Columbia Blvd. Titusville, FL 32780 Jay Smythe 321-614-1116 jays@securefenceandrail.com
Completed Bidder's Acknowledgement		Yes	Yes	Yes	Yes
FL Dept. of State Division of Corporations Number		P05000154913	L05000018513	P999000083099	L13000118712
Litigations/Bankruptcy		No	No	No	No
Confidential Materials Enclosed		N/A	N/A	N/A	N/A
Addenda (if applicable)		N/A	N/A	N/A	N/A
References Form		Yes	Yes	Yes	Yes
Local Business Tax Receipts		Yes	Yes	Yes	Yes
Current W-9		Yes	Yes	Yes	Yes
Proof of Insurance		Yes	Yes	Yes	Yes
Certified Business Program Reciprocity Affidavit (if applicable)		N/A	N/A	N/A	N/A
Bidder's Statement of Principal Place of Business (if applicable)		Orange County / Florida	Osceola County / Florida	Brevard County / Florida	Brevard County / Florida
Financials (if applicable)		N/A	N/A	N/A	N/A
Subcontractor Information (If applicable)		N/A	N/A	N/A	N/A
Licenses/Certifications (if applicable)		Yes	Yes	Yes	Yes
ITEM NO.	**DESCRIPTION**				
	Hourly Rates				
1.	Foreman	$50.00	$50.00	$45.00	$50.00
2.	Journeyman	$40.00	$35.00	$35.00	$40.00
3.	Helper	$35.00	$35.00	$35.00	$35.00
4.	Project Manager	$50.00	$50.00	$45.00	$50.00
5.	Estimator	$50.00	$50.00	$45.00	$50.00
6.	Labor Burden	40.00%	30.00%	24.00%	40.00%
	Billable Rates - Fully Burdened				
7.	Foreman	$70.00	$65.00	$55.80	$70.00
8.	Journeyman	$56.00	$45.50	$43.40	$56.00
9.	Helper	$49.00	$45.50	$43.40	$49.00
10.	Project Manager	$70.00	$65.00	$55.80	$70.00
11.	Estimator	$70.00	$65.00	$55.80	$70.00
	Not to Exceed 15%				
12	Material Markup	15.00%	15.00%	15.00%	15.00%
13	Subcontractor Markup	15.00%	15.00%	15.00%	15.00%
14	Equipment Rental Markup	15.00%	15.00%	15.00%	15.00%

Recommended Award Key: Columns highlighted in yellow identify the recommended award.
All other bidders did not meet the definition of responsive and responsible for this bid as outlined in Section 2.10

CONTRACTOR E-VERIFY AFFIDAVIT

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

Beverly Catechis

Print Name: Beverly Catechis

Date: 08-24-21

STATE OF FLORIDA

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 8-24-21 (date) by Beverly Catechis (name of officer or agent, title of officer or agent) of East Coast Fence (name of corporation acknowledging), a Florida (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.

Jim S. Valle

[Notary Seal] Notary Public

Jim S. Valle

Name typed, printed or stamped

Notary Public State of Florida
Jim S Valle
My Commission GG 214875
Expires 05/06/2022

My Commission Expires: 05-06-2022

Legislation Details (With Text)

File #:	21-599	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	8/31/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	

Title: Approve Staff's recommended ranking of bidders for Contract Mowing RFP 21-26-COC and award an initial three-year multi-year agreement to the highest two ranked bidders beginning in Fiscal Year 2022, U.S. Lawns in the amount of $210,944 for Mowing Areas #2 and #3; and Perfection Lawn & Tree Service in the amount of $195,047 for Areas #1 and #4. Authorize the City Manager to sign the contracts and issue the related purchase orders. Approve a Contingency Resolution and Authorize the City Manager to issue related contingency change orders as necessary not to exceed 9.7% of the total contract value, $39,381.13. Pending the approval of the FY2022 Budget. (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Contingency Resolution.pdf
Addendum_1_RFP-21-26-COC_Contrac_Mowing_Services_Executed.pdf
Exhibits_-_Mowing_Areas (1).pdf
Pre-Bid_Meeting_Sign_In_Sheet_P-21-26-COC.pdf
Public_Ad_Invitation_to_Bid.pdf
RFP_21-26-COC_City_of_Cocoa_-_Contract_Mowing_Services_.pdf
Bid Summary.pdf
Notice of Award - Perfection Lawn and Tree Svcs - Area s 1 & 4.pdf
Notice of Award - US Lawns Areas 2 & 3.pdf
P-21-26-COC Price Proposal Bid Verification Sheet.pdf
Perfect Lawn & Tree Service.pdf
Perfection amended price signed by vendor.pdf
Score sheet - FINAL .pdf
US Lawns A - Firm Qualifications & Experience.PDF
US Lawns B - Similar Projects.PDF
US Lawns C - Project Approach.PDF
US Lawns D - RFP Solicitation Response.PDF
US Lawns E - Fee Schedule.PDF

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 31, 2021
Agenda Date: September 28, 2021
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:

Approve Staff's recommended ranking of bidders for Contract Mowing RFP 21-26-COC and award an initial three year multi-year agreement to the highest two ranked bidders beginning in Fiscal Year 2022, U.S. Lawns in the amount of $210,944 for Mowing Areas #2 and #3; and Perfection Lawn & Tree Service in the amount of $195,047 for Areas #1 and #4. Authorize the City Manager to sign the contracts and issue the related purchase orders. Approve a Contingency Resolution and Authorize the City Manager to issue related contingency change orders as necessary not to exceed 9.7% of the total contract value, $39,381.13. Pending the approval of the FY2022 Budget.

BACKGROUND:

Public Works is tasked with landscape maintenance of various City owned rights of way, building facilities, cemeteries and vacant residential lots. In the past, Public Works has contracted some of these areas out to contractors. This year, the Florida Department of Corrections suspended the City's Inmate Work Squad indefinitely with no future date of return. Public Works, in conjunction with the Purchasing Department, expanded our contract mowing to include areas previously mowed by the Inmate Work Squad.

A Request for Proposal RFP 26-21-COC was published on June 22, 2021 and closed on August 13, 2021. This RFP split the various mowing locations into four distinct areas. Five proposals were accepted within the deadline, with two proposals being disqualified, resulting in three valid proposals for consideration.

A selection committee comprised of City Staff met on August 20, 2021 to establish the ranking and scoring of the proposals. The committee then finalized rankings on August 30, 2021. These scores were averaged among the four separate landscaping areas. The recommended ranking is below:

1) U.S. Lawns - Areas 2 and 3
2) Perfection Lawn and Tree Service - Areas 1 and 4

STRATEGIC PLAN CONNECTION:

Contract Mowing of various properties enhances the image of the City of Cocoa to the benefit of its Citizens and Businesses.

BUDGETARY IMPACT:

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

FY2022 Budget

Amount Requested	$445,372.13
Account Number	_001-3520-572.34-09
Account Name	_Contract Mowing

PREVIOUS ACTION:

The previous contract mowing Bid # B-19-05-COC was amended by Council on June 8, 2021.

RECOMMENDED MOTION:

Approve Staff's recommended ranking of bidders for Contract Mowing RFP 21-26-COC and award an initial three year multi-year agreement to the highest two ranked bidders beginning in Fiscal Year 2022, U.S. Lawns in the amount of $210,944 for Mowing Areas #2 and #3; and Perfection Lawn & Tree Service in the amount of $195,047 for Areas #1 and #4. Authorize the City Manager to sign the contracts and issue the related purchase orders. Approve a Contingency Resolution and Authorize the City Manager to issue related contingency change orders as necessary not to exceed 9.7% of the total contract value, $39,381.13. Pending the approval of the FY 2022 Budget.

powered by Legistar™

RESOLUTION NO. 2021-091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONTRACT RELATED TO BID # B-21-26-COC FOR CONTRACT MOWING IN THE AMOUNT OF $445,372.13 INCLUSIVE OF A $39,381.13 CONTIGENCY SET ASIDE FOR CHANGE ORDERS; 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, The City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A). Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract related to Bid # B-21-26-COC for contract mowing in the amount of $445,372.13 inclusive of a $39,381.13 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B). Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 28th day of September 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Finance Department
Purchasing

65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

August 3, 2021

Addendum 1
To the Bidding/Contract Documents and Specifications:
RFP 21-26-COC
Contract Mowing Services

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications for the **Mowing Services** as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

1. This addendum includes and addresses the following questions:

   a. What is the price of the current contract for this bid & what was the bid tabulation from the last time it went out to bid?

      Our current working total with U.S. Lawns is $217,274.40.
      Notice of Award dated 11/14/2018 is listed at $121,200, copy attached.
      Bid tabulation for B-19-05-COC also attached.

   b. First, could you send over the current contract that you are working under? **Current contract attached.**

   c. Second, was there any reason for going out to bid? **Contract expiration.**

   d. Did the old contract expire or was it something else? **Contract expires 09/30/21.**

   e. Finally, how satisfied are you with the current service? **The City currently has to stay on top of US Lawns to do the work that they are contracted to do. US Lawns will try to correct their issues but it takes them awhile and then they do the same thing over again. On a scale of 1 to 10 they are about a 5.**

   f. Is the current company meeting expectations or could things be better? **US Lawns could do a lot better with their service but they lack in a lot of areas:**

      a) **The median maintenance is one that is a big eye sore. They have bad habits of not picking up trash or green waste.**
      b) **The mowing maintenance lacks completion of all required tasks such as the edging of the sidewalks. When brought to US Lawns attention they rectify**

the issues however, when they complete the job the next time the same issue happens once again.

g. Do you know where I could find last year's submitted proposals for all vendors for the landscape maintenance contract? To my knowledge, this is public information. **All public records requests must be requested through the City of Cocoa City Clerk's office.**

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.

V/r

Rebecca Bowman, MBA, CGFO, CGFM
Finance Director

Finance Department
PURCHASING DIVISION
65 Stone Street
Cocoa, FL 32922

NOTICE OF AWARD

Department: Public Works	Division: Grounds Maintenance
Bid / RFP / RFQ #: B-19-05-COC	
Awarded To: U.S. Lawns of Brevard	Commodity / Work Description: **MOWING & MAINTENANCE OF CITY AREAS**
Address / City / State / Zip: 374 Commerce Parkway, Rockledge Florida 32955	Phone / Fax #'s: 321-636-0655 321-806-3957
Purchase / Contract Amount: $ 121,200	Date of Award / City Council Approval: 11/14/2018

PLEASE COMPLETE THE INFORMATION REQUESTED ABOVE AS SOON AS THE CONTRACTOR HAS ACCEPTED AND THE CITY COUNCIL HAS APPROVED THE AWARD OF THIS OFFERING.

RETURN THIS DOCUMENT TO THE PURCHASING DIVISION WHEN COMPLETE

Thank you for your cooperation.

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: 20 September, 2018

BID NUMBER: B-19-05-COC Contract Mowing & Maintenance of City Areas

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid	Receipt of Addendum	00311 Exceptions	00312 References	00320 Bidder's Qualifications	330 Listing of Sub Contractors	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	00650 Certificate of Liability Insurance	00660 Affidavit Regarding Workman's Comp.	00665 Certificate of Insurance for Worker's Comp.
US Lawns 374 Commerce Parkway Rockledge, FL 32955	Y	Y TB	Y	Y	Y	$154,800.00	N	Y/None	Y	Y	Y	Y	Y	Y	Y	Y	Y
Fuller's Lawn Care PO Box 160908 Altamonte Springs, FL 32716	Y	NA	Y	Y	Y	$162,000.00	N	Y/None	Y	Y	Y	Y	Y	Y	N	Y	N

BID FORM
MOWING & MAINTENANCE OF CITY AREAS
City of Cocoa
BID NO. B-19-05-COC

Proposal of Mienor Corp. DBA: US Lawns of Brevard
(Name)

374 Commerce Pkwy, Rockledge, FL 32955
(Address)

to furnish all materials, service, equipment, and labor required, for MOWING & MAINTENANCE OF CITY AREAS as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

Line	LOCATION	COST PER CUT	NUMBER OF CUTS	ANNUAL EXTENSION
1.	King Street (S.R. 520) Medians and Rights of Way	$ 1300.00	24	$ 31,200
2.	Cocoa Boulevard (U.S. 1) Medians and selected rights of way areas	$ 2,594	24	$ 62,256
3.	Cemeteries – Hilltop, Cocoa, Pinecrest, and Evergreen	$ 868.00	24	$20,832.00
4.	Bracco Pond, and North Fiske Stormwater Pond	$ 1400.00	24	33,600.00
5.	Water Field Operations	$ 325.00	24	$ 3,900.00 $7,800
6.	533 Bernard Street	$ 125.50	24	$ 3,012.00

TOTAL ANNUAL BASE BID: (TOTAL OF ANNUAL EXTENSION)	$ 154,800	$158,700

One hundred fifty four thousand eight hundred Dollars
(Grand Total Written in words)

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within fifteen **(15) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.**

Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

The Contractor shall procure and shall maintain the City's insurance requirement during the life of this Contract. (See Section 0070 General Conditions)

Upon award, **this Contract begins October 1, 2018 and will remain in effect until September 30, 2019. The agreement is renewable for two (2) each twelve (12) month periods (October 1 to September 30),** at the same rates, with the approval of both parties and contingent on funds and approval by the Cocoa City Council.

Receipt of Addenda Number(s) _____ is acknowledged.

Dated this 19th day of September 2018.

Micnor Corp. - DBA: US Lawns of Brevard
(Company or Corporation Name)

374 Commerce Pkwy
(Street or P.O. Box)

Rockledge, FL 32955
(City, State and Zip Code)

321-636-0655
(Area Code and Phone Number)

321-806-3957
(Area Code and Fax Number)

brandon@uslawnsofbrevard.com
(Email Address)

By Brandon Silverstein - Owner
(Name Printed and Title)

(Signature)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Brandon Silverstein who, after first being sworn by me,

affixed his/her signature in the space provided above on this 19th day of

September, 2018.

(Notary Public)

My commission Expires:

COREY SLAVIK
Notary Public – State of Florida
Commission # GG 161152
My Comm. Expires Mar 13, 2022
Bonded through National Notary Assn.

Amendment 1

City of Cocoa

CONTRACT EXTENSION AGREEMENT

BID NO. B-19-05-COC

MOWING & MAINTENANCE OF CITY AREAS

This CONTRACT EXTENSION AGREMENT dated as of **October 1, 2019** (the "Effective Date")

BETWEEN: **City of Cocoa**
65 Stone Street, Cocoa, Florida 32922

AND **US Lawns of Brevard**
374 Commerce Pkwy., Rockledge, Florida 32955

WHEREAS the Parties hereby agree to extend the term of the original bid documents in accordance with the terms of the Original Contract as well as the terms provided herein.

WHEREIN said extension Agreement expired on September 30, 2019 and both parties desire to extend and continue said Agreement, it is provided that said Agreement shall be extended for an additional term of 60 (sixty) days, commencing upon the expiration date of the original term and expiring on **November 30, 2019**.

The extension shall be at the same rates, terms and conditions as contained in the original Agreement. The parties hereto duly execute this extension to become effective as of the date and year first above written.

US LAWNS OF BREVARD

By: Brandon Silverstein
(Name) Printed

President
(Title)

10-11-19
Signature Date

CITY OF COCOA

By: John A. Titkanich
(Name) Printed

City Manager
(Title)

10/14/19
Signature Date

CC: Carie Shealy, City Clerk
Kennethray Terrell, Public Works Grounds Supervisor
Tammy Eastburn, Procurement Card Coordinator

ADDITIONAL SERVICES ADDED BY THE CITY OF COCOA ARE LISTED BELOW WITH PRICING

US Lawns Price Per Cut for additional City of Cocoa Properties ***6/5/2020***

Dixon Blvd – Right of Way	Indian River Drive	Clearlake Rd.	$675.00 per service
Forrest Ave – Right of Way	U.S. 1	S.R. 520	$350.00 per service
Cocoa North	London Blvd & North Rd.	Nottingham & City limits	$740.00 per service
Cocoa Conservation Area	Entrance with ponds	Pavilion	$940.00 per service
Blake Ave – Right of Way	S.R. 520	Rosa Jones Drive	$270.00 per service
Historic Moore Center	307 Blake Avenue		$125.00 per service
Rosa Jones Drive North side only	U.S. 1	South Fiske Blvd	$200.00 per service
S. Fiske Blvd – Right of Way	Rosa Jones Drive	S.R. 520	$270.00 per service
Stone Street – Right of Way	Fiske Blvd	Railroad Tracks	$270.00 per service
Pineda Street – Right of Way	Dixon Blvd	School St. & Hendry St	$400.00 per service
fiske – Right of Way	Rosa Jones City Limits	To HWY 520	$270.00 per service
Jackson St – Right of Way	Varr Ave	Abby Lane City Limits	$120.00 per service
Jackson St – Easement	Jackson St.	Rosa Jones Drive	$250.00 per service
Clearlake Road – Right of Way	Dixon Blvd	S.R. 524 / Industry Road	$270.00 per service
15 Residential Lots	City Limits	City Limits	$810.00 per service
U.S. 1 – Right of Way	Rosa Jones Limits to	Highpoint dr. limits	$669.94 per service
	Total Per Service		*$6,629.94 per service*
	Total for 7 Services		***$46,409.58 Total***

Initials _____

Payment Terms

U.S. Lawns of Brevard agrees to maintain **City of Cocoa Requested Properties** in the manner prescribed, for a total annual amount of **($46,409.58),** payable in 3 monthly installments of **($15,469.86)** due on the first day of the month following the month of service. A service charge of 11/2% per month will be added to all balances not paid within 30 days of invoice. This represents an annual rate of 18%.

This annual agreement shall commence on 6-16-2020 and renew annually on the anniversary date. The parties agree that either party may terminate this agreement with cause upon 30 days written notice to the other party. Upon termination of this contract, all prorated monies for services and hours that have already been rendered shall become immediately due and payable. Should it become necessary for U.S. Lawns to pursue collections of outstanding amounts due, Client agrees to pay attorney fees, court costs, interest, and all expenses incurred in said collection efforts.

For the convenience of the Client only, the monthly charge under this Agreement is the sum of the total charge for all work performed under the Agreement divided by the number of calendar months included in the payment period of the Agreement. In the event this Agreement is terminated early by either party, U.S. Lawns is entitled to recover their unrecovered costs incurred through termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of the termination. Substantial portions of the work for the year may be performed in the heavy growing months of each year of the Agreement including potentially significant mobilization costs in start-up.

TERMINATION

This agreement may be terminated by the Client for non-performance of U.S. Lawns upon thirty (30) days written notice. U.S. Lawns shall be entitled to cure any deficiencies of performance within ten (10) business days of being notified of deficiencies. If U.S. Lawns corrects the deficiency identified in the written notice within ten (10) business days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within ten (10) business days and U.S. Lawns commences a good faith effort to correct the deficiency within ten (10) business days of receipt of notice, the grounds for termination shall be deemed cured. If U.S. Lawns fails to correct any deficiencies or remedy good faith effort for the items listed in the termination notice, the Agreement shall be terminated thirty (30) days from the date U.S. Lawns receives the original termination notice. In the event the Client fails to make payments as set forth in this Agreement, U.S. Lawns is entitled to discontinue services.

LIABILITY - U.S. Lawns is not responsible for the condition of the landscape due to drought, freeze, irrigation deficiencies, storm damage, other acts of God, or regulations imposed by governing authorities. U.S. Lawns assumes no liability for damages or consequential damages caused by conditions beyond our control. It is understood and agreed that U.S. Lawns is not liable for any damage that is not caused by the negligence of U.S. Lawns, its agents or employees. U.S. Lawns shall be notified and have the option to inspect any damage assumed to have been caused by them to any persons or property prior to any repairs being completed. If any repairs occur prior to such notification and/or inspection, U.S. Lawns will not be responsible to reimburse Client for any costs associated.

Respectfully submitted by:
U.S. Lawns of Brevard

Brandon Silverstein

Date: 6-16-2020

Approved and accepted for:
City of Cocoa Requested Properties

By: (Jake Williams, Jr., Mayor)
Board Representative/ Property Manager

Date: 06/10/2020

Initials

AMENDMENT TO PURCHASE AGREEMENT

3rd AMENDMENT

BID NO. B-19-05-COC

This THIRD Amendment to the purchase agreement for **Mowing & Maintenance of City Areas** is made and entered into as of September 9th, 2020 by and between the **City of Cocoa** and **US Lawns of Brevard, 374 Commerce Pkwy., Rockledge, Florida 32955.**

The original agreement entered into on October 1, 2018, is hereby also amended to add the following additional service areas previously performed by the Florida Department of Corrections (FDC). Due to COVID-19, the services provided by FDC can no longer be provided at this time, which it is critical to continue ground maintenance of the areas specified in effort of overall upkeep and beautification of the City. The addition of these key areas has increased the original annual contract pricing by $85,929.40. Upon City Council approve all parties agree herewith the additional changes to scope and pricing as proposed and scheduled to begin under said amendment effective October 1, 2020.

WHEREAS said extension Agreement will expire on September 30, 2020 and since both parties have agreed to exercise the SECOND of two optional renewals and thereby is warranted second and last extension effective October 1, 2020 through September 30, 2021.

Areas added (To include other areas as needed):

Worksite(s)			Number of Cuts
Dixon Blvd – Right of Way	Indian River Drive	Clearlake Rd.	10 cuts, twice mthly (5mo)
Forrest Ave – Right of Way	U.S. 1	S.R. 520	10 cuts, twice mthly (5mo)
Cocoa North	London Blvd & North Rd.	Nottingham & City limits	10 cuts, twice mthly (5mo)
Cocoa Conservation Area	Entrance with ponds	Pavilion	10 cuts, twice mthly (5mo)
Blake Ave – Right of Way	S.R. 520	Rosa Jones Drive	10 cuts, twice mthly (5mo)
Historic Moore Center	307 Blake Avenue		10 cuts, twice mthly (5mo)
Rosa Jones Drive North side only	U.S. 1	South Fiske Blvd	10 cuts, twice mthly (5mo)
S. Fiske Blvd – Right of Way	Rosa Jones Drive	S.R. 520	10 cuts, twice mthly (5mo)
Stone Street – Right of Way	Fiske Blvd	Railroad Tracks	10 cuts, twice mthly (5mo)
Pineda Street – Right of Way	Dixon Blvd	School St. & Hendry St	10 cuts, twice mthly (5mo)
U.S. 1 – Right of Way	Rosa Jones City Limits	Highpoint Drive City Limits	10 cuts, twice mthly (5mo)
Jackson St – Right of Way	Varr Ave	Abby Lane City Limits	10 cuts, twice mthly (5mo)
Jackson St – Easement	Jackson St.	Rosa Jones Drive	10 cuts, twice mthly (5mo)
Clearlake Road – Right of Way	Dixon Blvd	S.R. 524 / Industry Road	10 cuts, twice mthly (5mo)
15 Residential Lots	City Limits	City Limits	10 cuts, twice mthly (5mo)
Fiske – ROW	Rosa Jones	City Limits	10 cuts, twice mthly (5mo)
Lee Wenner Park			24 cuts, twice mthly (12mo)

The parties here to duly execute this THIRD Amendment to become effective as of the date and year first above written.

US LAWNS OF BREVARD

By: Brandon Slivoskin
(Name) Printed

President
(Title)

9-14-2020
Signature Date

CITY OF COCOA

By: Jake Williams Jr.
(Name) Printed

Mayor
(Title)

9/23/2020
Signature Date

CC: Carie Shealy, City Clerk
Kennethray Terrell, Public Works Grounds Supervisor
Heath Hancher, Purchasing / Contracts Division Manager

AMENDMENT TO PURCHASE AGREEMENT
4th AMENDMENT
BID NO. B-19-05-COC

This FOURTH Amendment to the purchase agreement for **Mowing & Maintenance of City Areas** is made and entered into as of May 18, 2021 by and between the **City of Cocoa** and **US Lawns of Brevard, 374 Commerce Pkwy., Rockledge, Florida 32955.**

The original agreement entered into on October 1, 2018, is hereby also amended to add the following additional service areas listed below. Upon City Manager approval all parties agree herewith to the changes and work set forth to begin under said amendment effective immediately.

WHEREAS said final extension of said Agreement shall expire on September 30, 2021 with no further renewals available.

Areas added (To include other areas as needed):

Worksite(s)			**Number of Cuts**
HARRY T. MOORE CENTER	307 Blake Ave.	15 Services (7) Cuts Per U.S. Lawns proposal dtd	Annual: $2,785.00 (5) monthly installments ($557.00)

The parties here to duly execute this FOURTH Amendment to become effective as of the date and year first above written.

US LAWNS OF BREVARD

By: Brandon Silverstein
(Name) Printed

Manager
(Title)

Signature Date

CITY OF COCOA

By: Stockton Whitten .
(Name) Printed

City Manager
(Title)

Signature Date 5/5/21

CC: Carie Shealy, City Clerk
Bryant Smith, Director, Public Works
Kennethray Terrell, Public Works Grounds Supervisor
Heath Hancher, Purchasing / Contracts Division Manager

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

5th AMENDMENT

BID NO. B-19-05-COC

This FIFTH Amendment to the purchase agreement for **Mowing & Maintenance of City Areas** is made and entered into as of July 1, 2021 by and between the **City of Cocoa** and **US Lawns of Brevard, 374 Commerce Pkwy., Rockledge, Florida 32955.**

The original agreement entered into on October 1, 2018, is hereby amended to add the following additional service areas listed below. Upon City Manager approval all parties agree herewith to the changes and work set forth to begin under said amendment effective immediately.

WHEREAS said final extension of said Agreement shall expire on September 30, 2021 with no further renewals available.

Areas added (To include other areas as needed):

Worksite(s)		Number of Cuts	
City of Cocoa Police Department	1226 W. King Street	10 Services per U.S. Lawns proposal dated 05/26/21	Annual: NTE $1,360.00 May - September
City of Cocoa 520 & US 1	520 & US 1	10 Services (7) Cuts per U.S. Lawns proposal dated 05/19/21	Annual: $9,900.00 (5) monthly installments ($1,980.00)

The parties hereto duly execute this FIFTH Amendment to become effective as of the date and year first above written.

US LAWNS OF BREVARD

By: **Brandon Silverstein**
(Name) Printed

Manager
(Title)

7/1/2021
Signature Date

CITY OF COCOA

By: Stockton Whitten
(Name) Printed

City Manager
(Title)

7/6/2021
Signature Date

CC: Carie Shealy, City Clerk
Bryant Smith, Director, Public Works
Kennethray Terrell, Public Works Ground Supervisor
Diane Kozlak, Sr. Buyer and Contracts Agent

ADDITIONAL SERVICES ADDED BY THE CITY OF COCOA ARE LISTED BELOW WITH PRICING

US Lawns Price Per Cut for additional City of Cocoa Properties ***6/5/2020***

Dixon Blvd – Right of Way	Indian River Drive	Clearlake Rd.	$675.00 per service
Forrest Ave – Right of Way	U.S. 1	S.R. 520	$350.00 per service
Cocoa North	London Blvd & North Rd.	Nottingham & City limits	$740.00 per service
Cocoa Conservation Area	Entrance with ponds	Pavilion	$940.00 per service
Blake Ave – Right of Way	S.R. 520	Rosa Jones Drive	$270.00 per service
Historic Moore Center	307 Blake Avenue		$125.00 per service
Rosa Jones Drive North side only	U.S. 1	South Fiske Blvd	$200.00 per service
S. Fiske Blvd – Right of Way	Rosa Jones Drive	S.R. 520	$270.00 per service
Stone Street – Right of Way	Fiske Blvd	Railroad Tracks	$270.00 per service
Pineda Street – Right of Way	Dixon Blvd	School St. & Hendry St	$400.00 per service
fiske – Right of Way	Rosa Jones City Limits	To HWY 520	$270.00 per service
Jackson St – Right of Way	Varr Ave	Abby Lane City Limits	$120.00 per service
Jackson St – Easement	Jackson St.	Rosa Jones Drive	$250.00 per service
Clearlake Road – Right of Way	Dixon Blvd	S.R. 524 / Industry Road	$270.00 per service
15 Residential Lots	City Limits	City Limits	$810.00 per service
U.S. 1 – Right of Way	Rosa Jones Limits to	Highpoint dr. limits	$669.94 per service
	Total Per Service		*$6,629.94 per service*
	Total for 7 Services		***$46,409.58 Total***

Initials _____

EXHIBIT 1

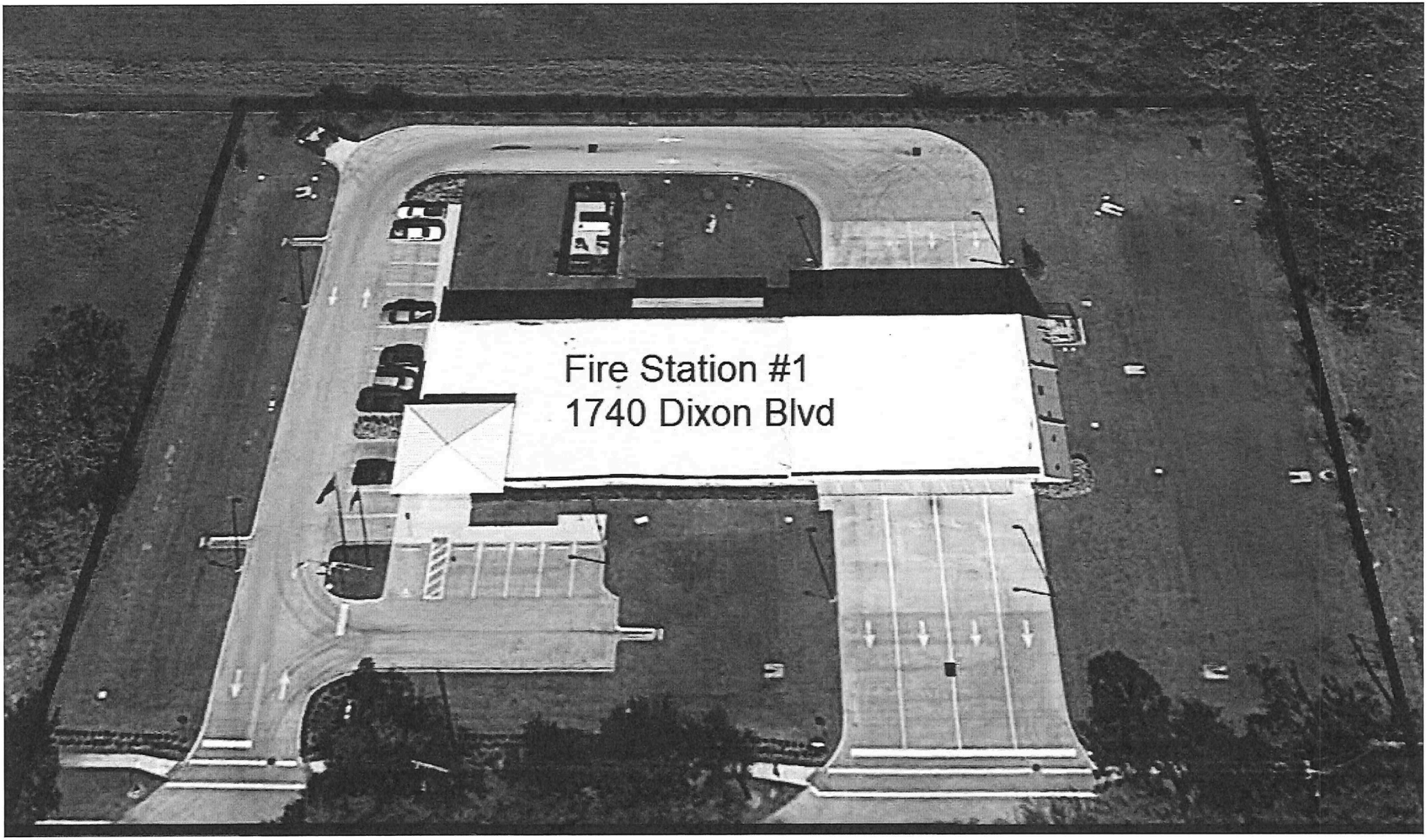


EXHIBIT 2



EXHIBIT 3



EXHIBIT 4



EXHIBIT 5

EXHIBIT 6

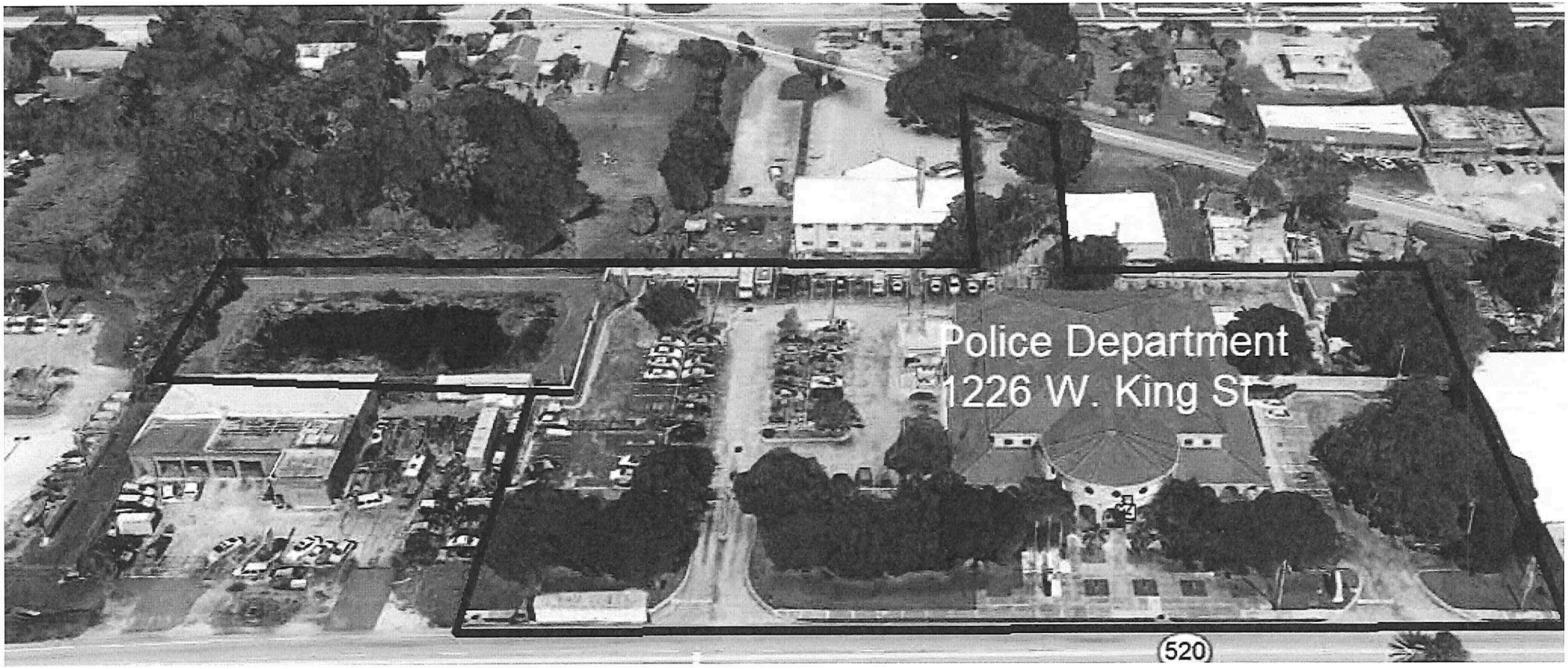


EXHIBIT 7

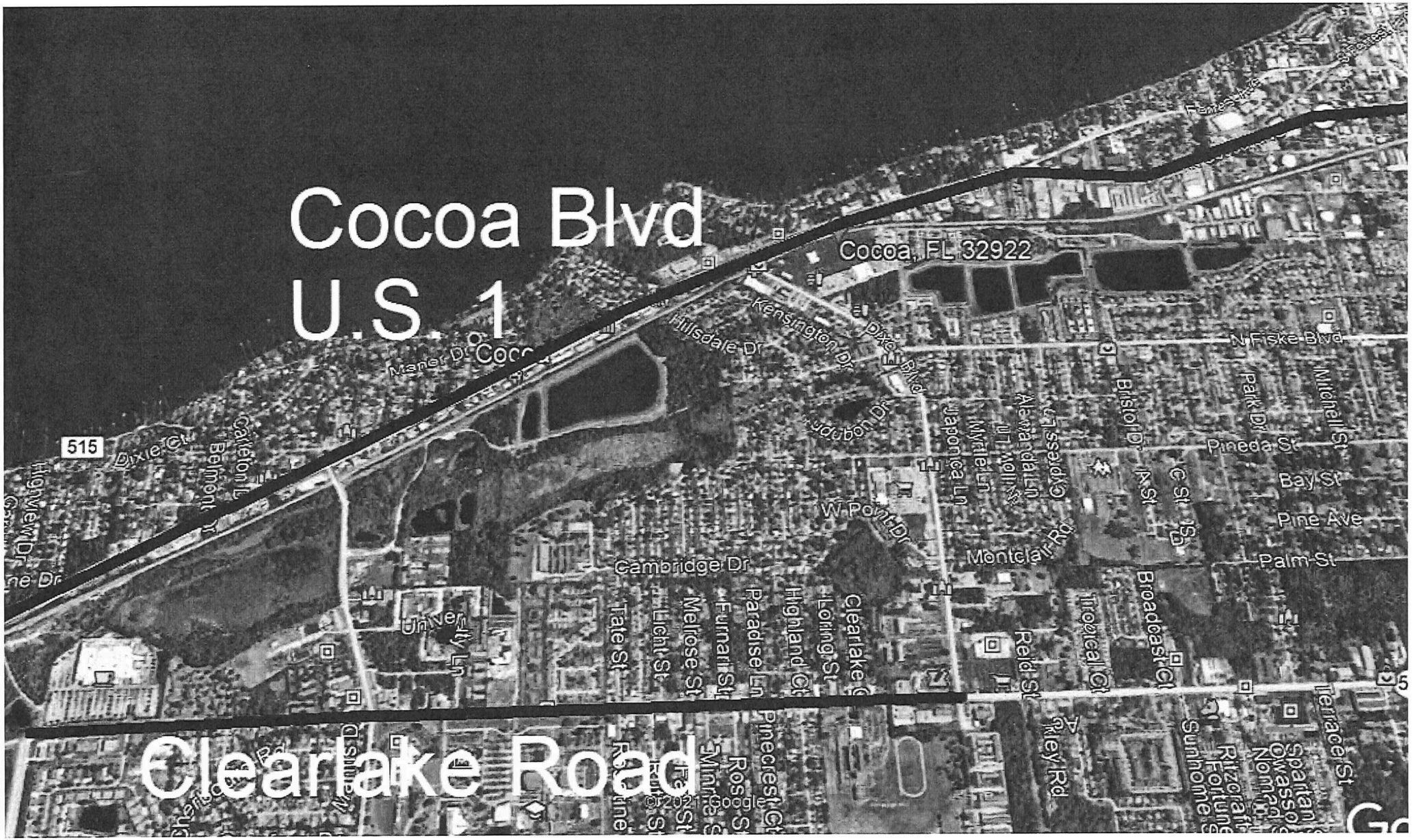

Cocoa Blvd
U.S. 1
Cocoa, FL 32922
Clearlake Road
515
Hillsdale Dr
Kensington Dr
Dixie Blvd
N Fiske Blvd
Bristol Dr
Park Dr
Mitchell St
Pineda St
Bay St
Pine Ave
Palm St
Terrace St
Cambridge Dr
W Point Dr
Montclair Dr
Japonica Ln
Myrtle Ln
Alexandra Ln
Cypress Ln
Tate St
Light St
Melrose St
Furnari St
Paradise Ln
Highland Ct
Loring St
Clearlake
Reid St
Tropical Ct
Broadcast Ct
Riley Rd
Dixie Ct
Belmont
Highview Dr
University Ln

EXHIBIT 8

Attachment

Cocoa Boulevard (U.S. 1) Medians

Median #			Square Feet	Polygon Acreage	Planting Square Feet	Planting Acreage
1	Just south of Rosa L Jones Dr. - shared	Concrete / Landscape	2,700	0.06	1,183	0.03
2	Just north of Rosa L Jones Dr.	Concrete	3,675	0.08		
3	Factory Street	Landscape	1,100	0.03	1,100	0.03
4	Orange Street heading south	Concrete / Landscape	3,348	0.08	1,600	0.04
5	S.R. 520 heading south including Stone Street	Concrete / Landscape	5,653	0.13	1,150	0.03
6	NE corner at intersection of U.S. 1 and S.R. 520	Landscape	2,247	0.05	2,247	0.05
7	SE corner at intersection of U.S. 1 and S.R. 520	Landscape	1,800	0.04	1,800	0.04
8	NW corner at intersection of U.S. 1 and S.R. 520	Landscape	2,950	0.07	2,950	0.07
9	SW corner at intersection of U.S. 1 and S.R. 520	Landscape	2,709	0.06	2,709	0.06
10	S.R. 520 heading north to Peachtree St. includes	Concrete / Landscape	4,817	0.11	920	0.02
11	Peachtree Street to Pine Street	Concrete / Landscape	5,820	0.13	1,146	0.03
12	At Pine Street	Landscape	280	0.01	280	0.01
13	Pine Street to Brunson Boulevard	Concrete	2,612	0.06		
14	Brunson Boulevard to Olive Street	Concrete / Landscape	8,200	0.19	3,105	0.07
15	At Olive Street	Concrete	190	0.00		
16	Olive Street to Grimes Street	Concrete / Landscape	3,350	0.08	765	0.02
17	Grimes Street to 834 North Cocoa Boulevard	Concrete / Landscape	4,101	0.09	1,245	0.03
18	At 834 North Cocoa Boulevard	Landscape	1,300	0.03	1,300	0.03
19	834 North Cocoa Boulevard to Forrest Avenue	Concrete / Landscape	5,279	0.12	842	0.02
20	At Forrest Avenue, including additional landscape east in right of way	Landscape	20,181	0.46	20,181	0.46
21	Forrest Avenue to 901 North Cocoa Boulevard	Concrete / Landscape	6,711	0.15	1,155	0.03
22	901 North Cocoa Boulevard to 941 North Cocoa Blvd	Concrete / Landscape	7,571	0.17	5,000	0.11
23	At 941 North Cocoa Boulevard	Landscape	903	0.02	903	0.02
24	941 North Cocoa Boulevard to 1003 North Cocoa Blvd	Concrete / Landscape	7,519	0.17	1,500	0.03
25	At 1003 North Cocoa Boulevard	Landscape	1,800	0.04	1,800	0.04
26	1003 North Cocoa Boulevard to Dixon Boulevard	Concrete / Landscape	13,120	0.30	7,100	0.16
27	Additional landscape beds on all four corners of Dixon Boulevard	Landscape	7,265	0.17	7,265	0.17

EXHIBIT 8

Attachment

Cocoa Boulevard (U.S. 1) Medians

Median #			Square Feet	Polygon Acreage	Planting Square Feet	Planting Acreage
28	Dixon Boulevard to 1341 North Cocoa Boulevard	Concrete / Landscape	8,107	0.19	4,356	0.10
29	At 1341 North Cocoa Boulevard	Landscape	2,622	0.06	2,622	0.06
30	1341 North Cocoa Boulevard to 1545 North Cocoa Blvd	Concrete / Landscape	15,915	0.37	8,860	0.20
31	At 1545 North Cocoa Boulevard	Landscape	715	0.02	715	0.02
32	1545 North Cocoa Boulevard to 1609 North Cocoa Blvd	Concrete	5,120	0.12		
33	1609 North Cocoa Boulevard to Bedford Place	Concrete / Landscape	5,110	0.12	2,185	0.05
34	Bedford Place to Berkshire Road	Concrete / Landscape	6,722	0.15	1,166	0.03
35	At Berkshire Road	Landscape	800	0.02	800	0.02
36	Berkshire Road to Michigan Avenue	Concrete / Landscape	6,255	0.14	2,128	0.05
37	Additional landscape beds on all four corners of Michigan Avenue	Landscape	5,789	0.13	5,789	0.13
38	Michigan Avenue to Fairmont Plaza	Concrete / Landscape	4,018	0.09	2,630	0.06
39	At Fairmont Plaza	Landscape	2,094	0.05	2,094	0.05
40	Fairmont Plaza to Bellair Drive	Concrete / Landscape	11,531	0.26	5,748	0.13
41	Bellaire Drive to Skyline Drive	Concrete / Landscape	15,750	0.36	10,200	0.23
42	Skyline Drive to S.R. 528 Eastbound Entrance	Concrete	5,602	0.13		
43	S.R. 528 Eastbound Entrance to S.R. 528 Overpass	Concrete / Landscape	2,900	0.07	511	0.01
44	Additional landscape beds in right of way on east side	Landscape	12,850	0.29	12,850	0.29
45	S.R. 528 Overpass to S.R. 528 Westbound Entrance	Concrete / Landscape	8,018	0.18	8,018	0.18
46	Additional landscape beds in right of way on east side	Landscape	14,706	0.34	14,706	0.34
47	S.R. 528 Westbound Entrance to Highpoint Drive	Concrete / Landscape	4,718	0.11	860	0.02

EXHIBIT 9

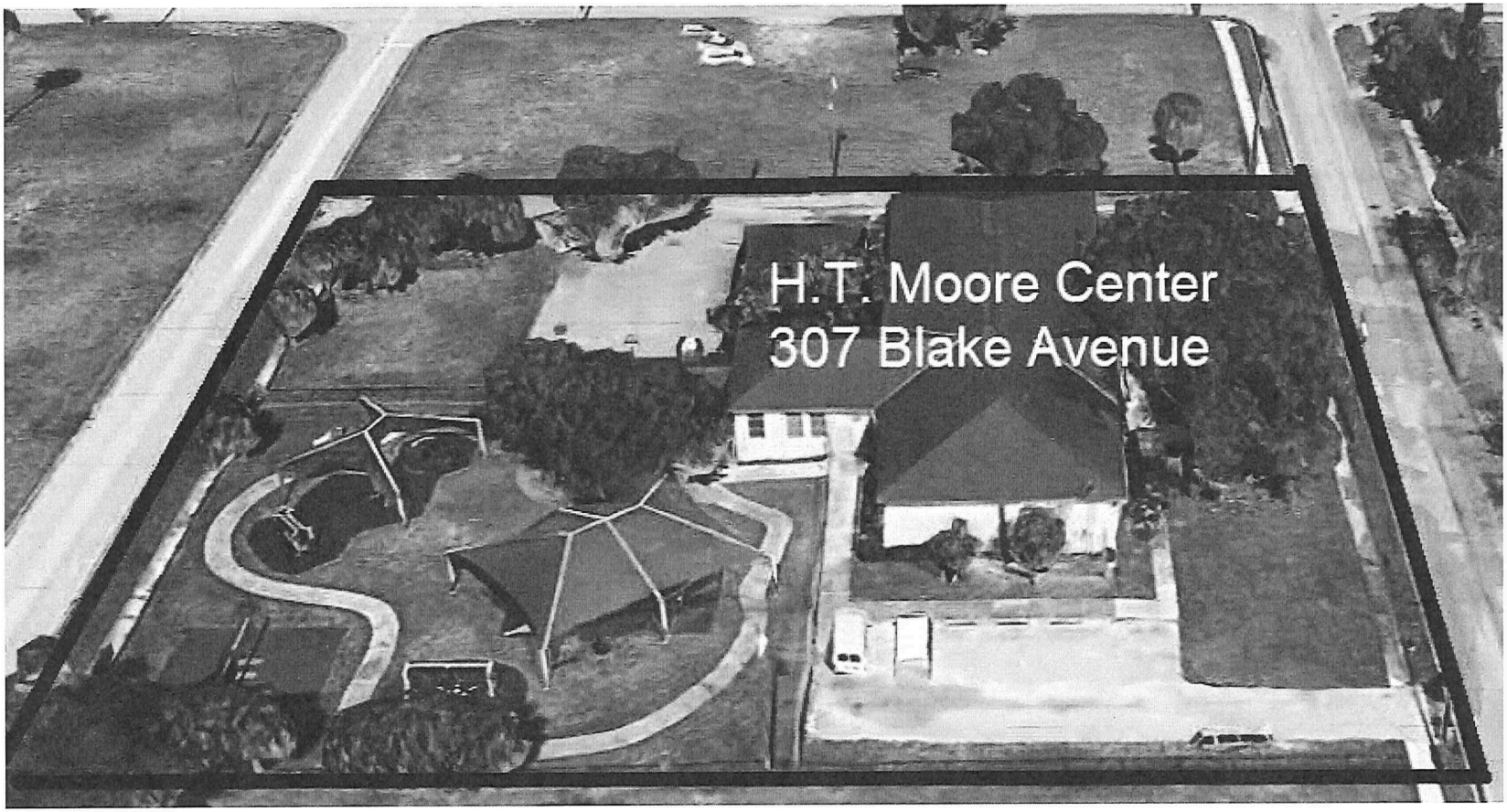


EXHIBIT 10


Pinecrest Cemetery
Ever-Green Cemetery
Flower Mound Ln
Sunhome St
Clearlake Rd
© 2018 Google

EXHIBIT 11


5
Merrill St
Princeton Blvd
N Cocoa Blvd
Hilltop Cemetery
© 2018 Google

EXHIBIT 12



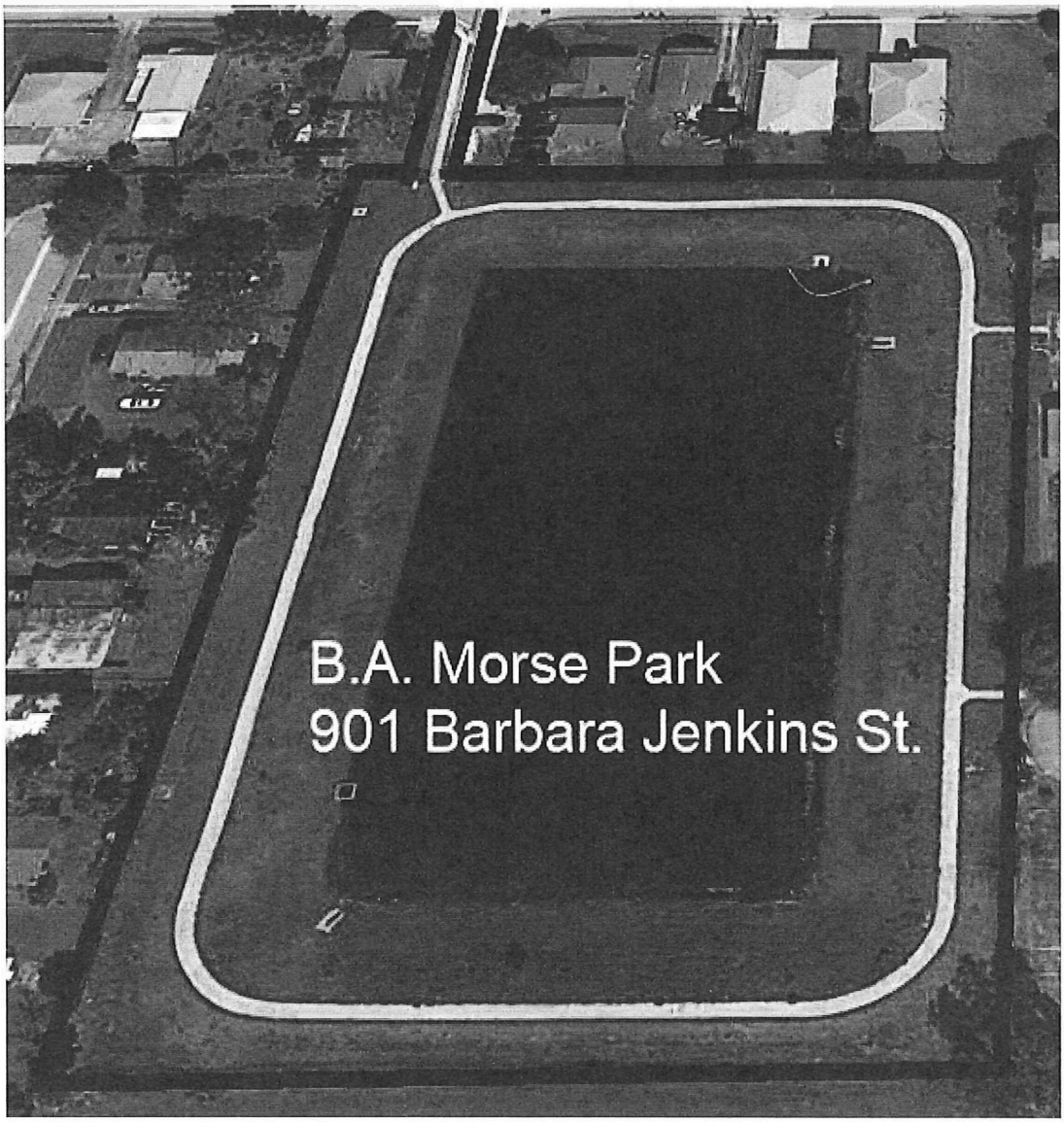


EXHIBIT 13

Water Field Operations
351 Shearer Blvd
School St
N Wilson Ave

EXHIBIT 14

EXHIBIT 15


Fern St
N War Ave
Fiske Blvd/ Peachtree St (SE Corner)
Henery
Peachtree St
Main St
3rd St
Lake Dr
Barlows S/d
Ohio St
S Fiske Blvd
Clark Ct
Blake Ave
St Johns St
519
Collage Park
King Street (S.R. 520)
Medians and Rights of Way
Temple St
Pomolo St
College Park
Davis St
Lemon St
Polaris St
Jackson St
Lucas Ln
1994
28°21'27.42" N 80°44'33.38" W elev 19 ft eye alt 4

EXHIBIT 16

Median #	Location - King Street (S.R. 520) Medians	Attachment	Square Feet	Polygon Acreage	Land Scape	Planting Acreage
1	Aurora Street to 1226 West King Street	Concrete	1,950	0.04		
2	In Front of 1150 West King Street	Turf / Landscape	14,370	0.33	10,430	0.24
3	Between Varr Avenue and Fiske Boulevard	Turf / Landscape	5,940	0.14	2,565	0.06
4	Fiske Boulevard to Blake Avenue	Concrete / Turf / Landscape	16,645	0.38	12,335	0.28
5	Blake Avenue to Wilson Street	Concrete / Turf / Trees	6,926	0.16		
6	Wilson Street Triangle	Concrete	951	0.02		
7	Wilson Street to Washington Avenue	Concrete / Turf / Landscape	4,600	0.11	1,702	0.04
8	Washington Avenue to Rail Road Tracks	Turf	2,500	0.06		
9	Rail Road Tracks to U.S. 1	Concrete & Turf	2,080	0.05		

ROW #	Locations - East Bound King Street Rights of Way		Square Feet	Polygon Acreage		
1	1287 W. King St. including Welcome Sign	Landscape / Turf	3,920	0.09	2178	0.05
2	Aurora Street to Varr Avenue	Sidewalks / Turf	7,841	0.18		
3	Varr Avenue to Fiske Boulevard	Sidewalks / Turf	2,178	0.05		
4	Fiske Boulevard to Blake Avenue	Sidewalks / Turf	8,276	0.19		
5	Blake Avenue to Wilson Street	Sidewalks / Turf	48,787	1.12		
6	Wilson Street to Washington Avenue	Sidewalks / Turf	25,265	0.58		
7	Washington Avenue to Rail Road Tracks	Sidewalks / Turf	14,375	0.33		
8	Rail Road Tracks to U.S. 1	Landscape / Turf / Sidewalks	2,614	0.06	871	0.02

ROW #	Locations - West Bound King Street Rights of Way		Square Feet	Polygon Acreage
1	U.S. 1 to Rail Road Tracks	Sidewalks / Turf	871	0.02
2	Rail Road Tracks to Washington Avenue	Sidewalks / Turf	2,178	0.05
3	Washington Avenue to Wilson Street	Sidewalks / Turf	13,939	0.32
4	Wilson Street to Blake Avenue	Sidewalks / Turf	32,670	0.75
5	Blake Avenue to Fiske Boulevard	Sidewalks / Turf	4,792	0.11
6	Fiske Boulevard to Varr Avenue	Sidewalks / Turf	1,742	0.04
7	Varr Avenue Triangles	Sidewalks / Turf / Trees	2,178	0.05
8	Varr Avenue Triangles to City Limits 1226 W	Sidewalks / Turf	10,890	0.25

EXHIBIT 17

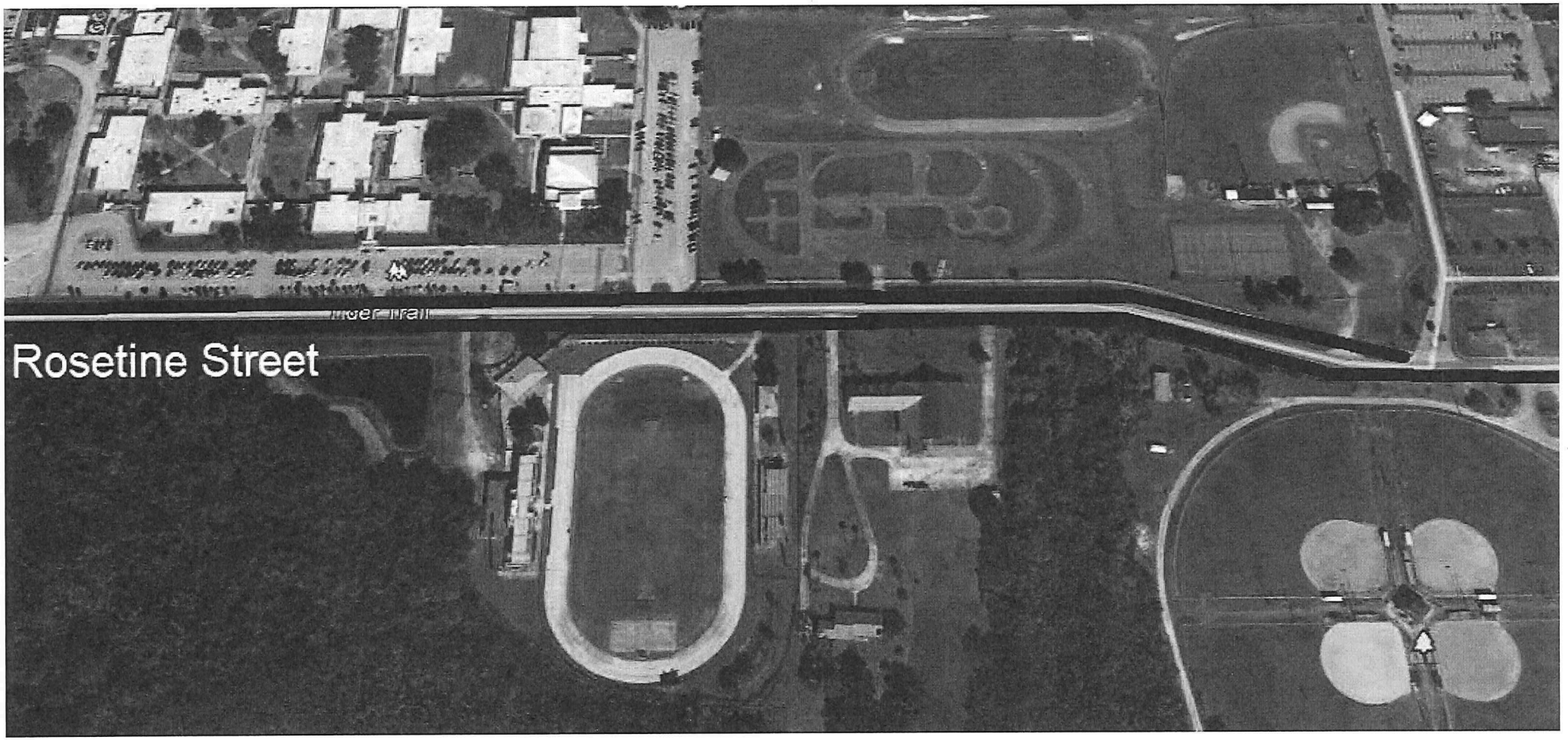


EXHIBIT 18

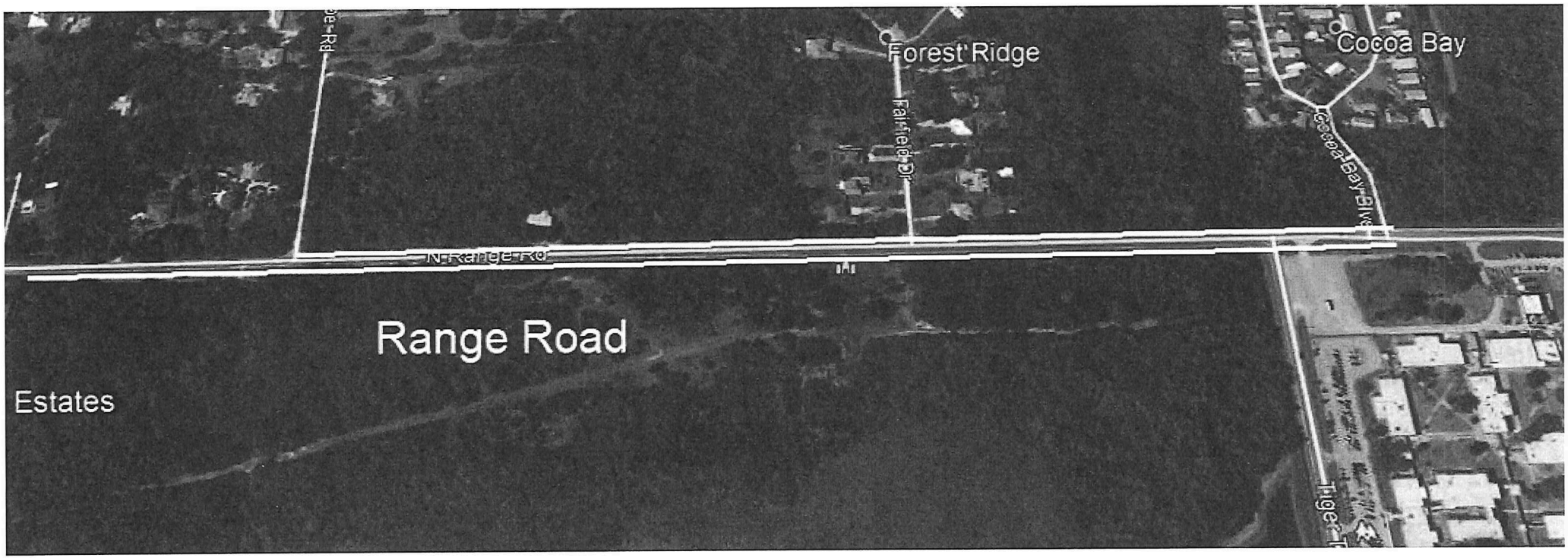

Forest Ridge
Cocoa Bay
Fairfield Dr
Cocoa Bay Blvd
N Range Rd
Range Road
Estates

EXHIBIT 19

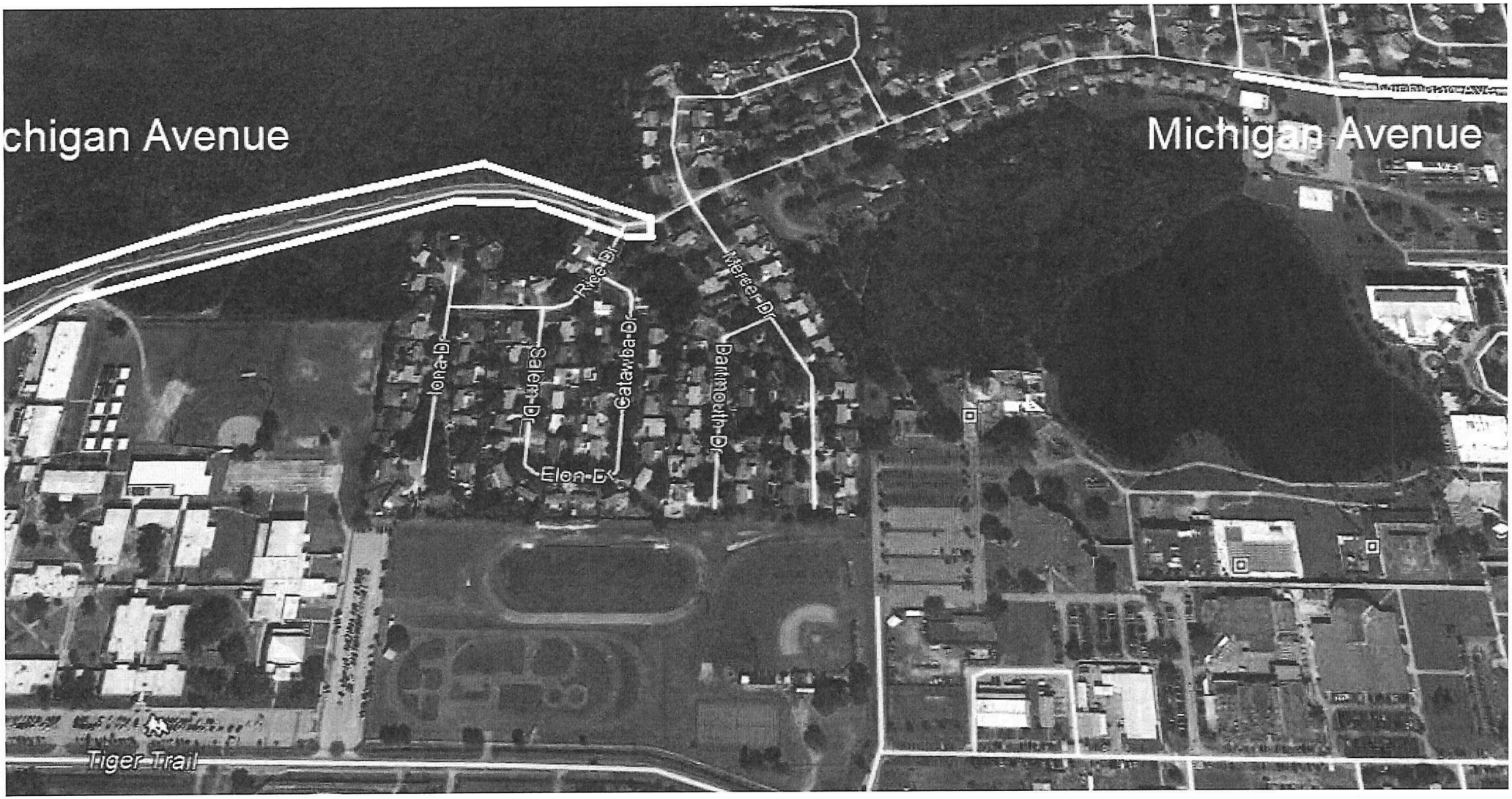

chigan Avenue
Michigan Avenue
Iona Dr
Salem Dr
Ridge Dr
Catawba Dr
Elon Dr
Belmont Dr
Tiger Trail

EXHIBIT 20

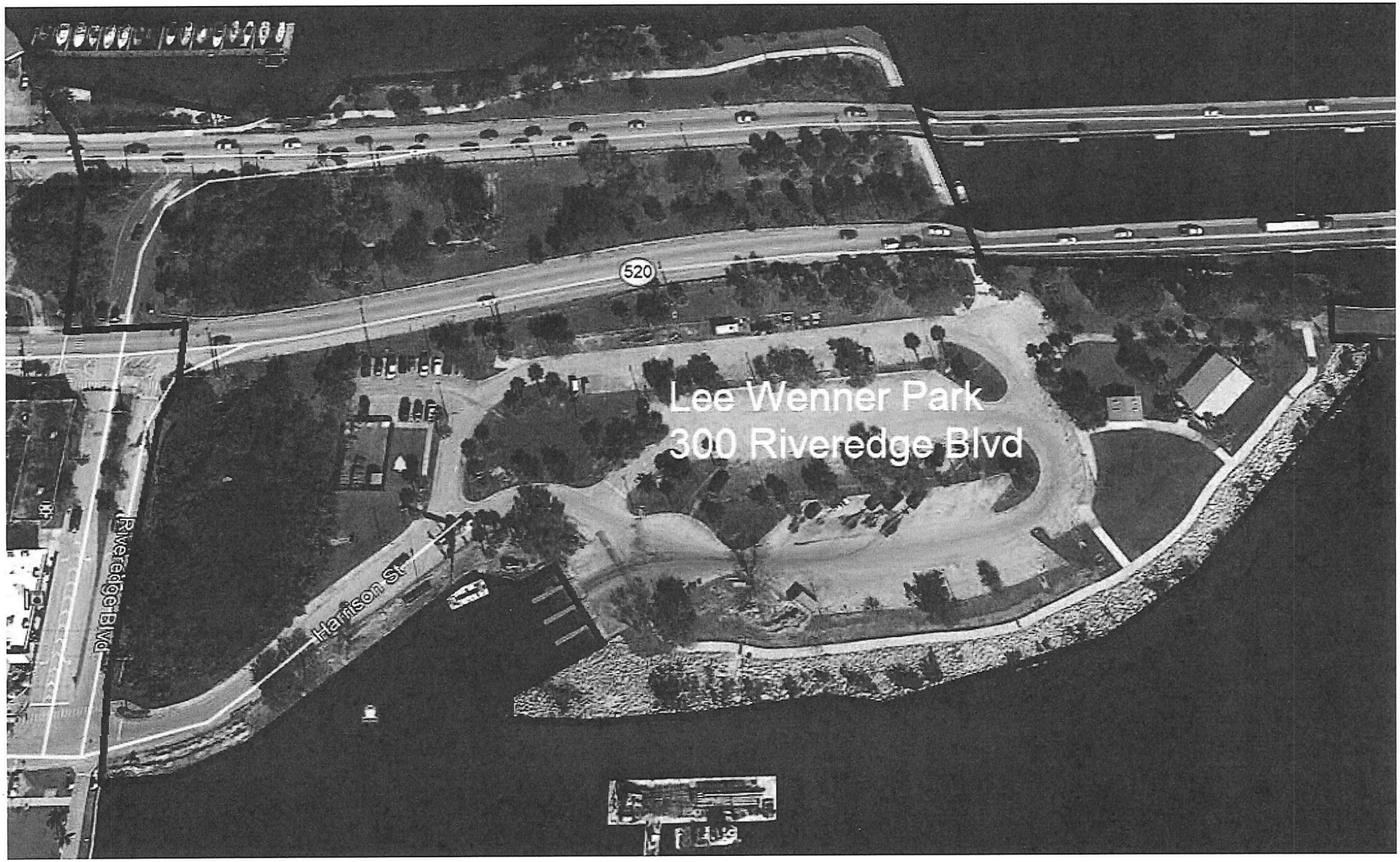

520
Lee Wenner Park
300 Riveredge Blvd
Riveredge Blvd
Harrison St

EXHIBIT 21

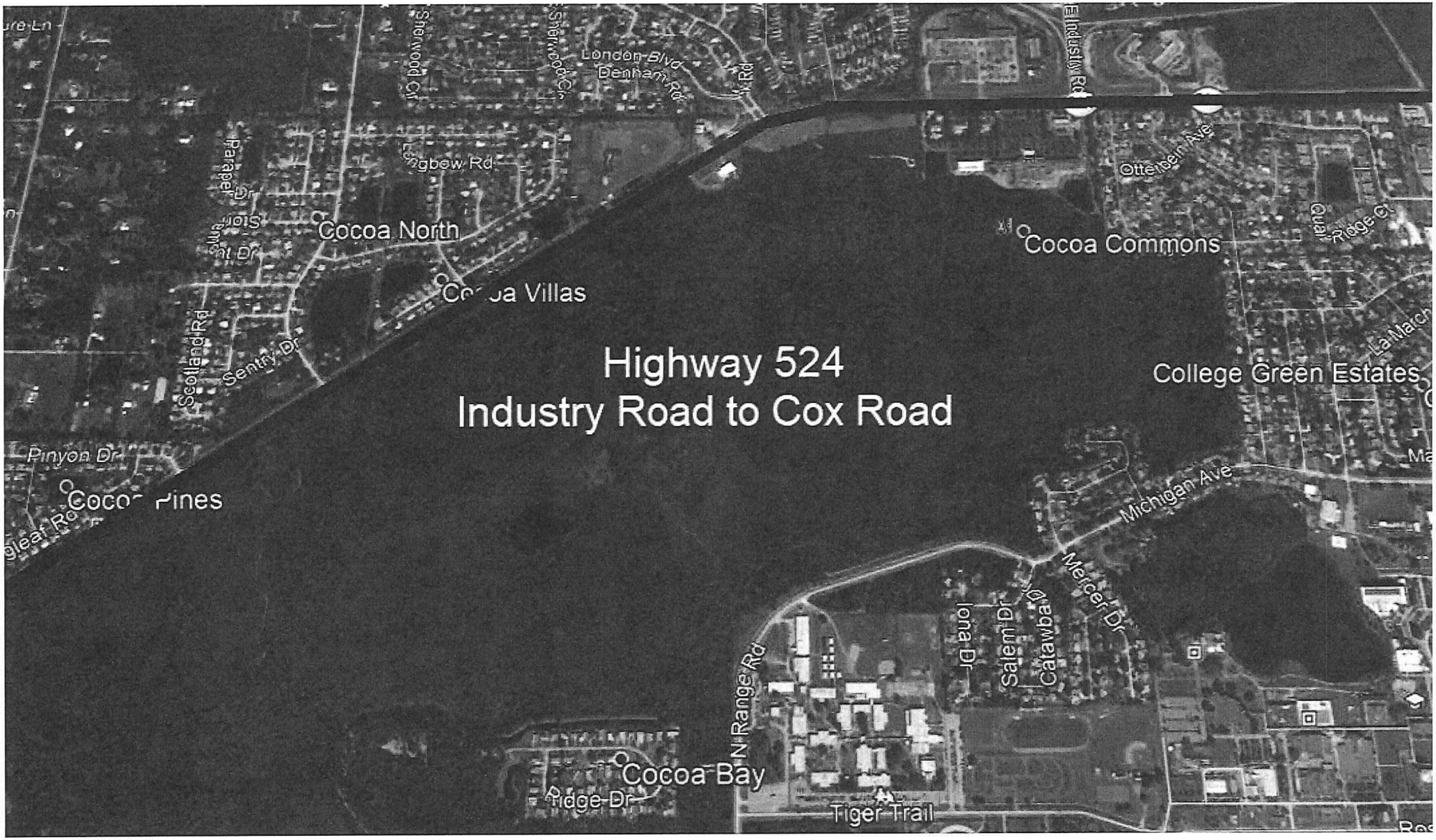

Highway 524
Industry Road to Cox Road
Cocoa North
Cocoa Villas
Cocoa Commons
College Green Estates
Cocoa Pines
Cocoa Bay
Tiger Trail
Sherwood Cir
London Blvd
Denham Rd
Rainbow Rd
Parade Dr
Scotland Rd
Sentry Dr
Pinyon Dr
Ridge Dr
N Range Rd
Iona Dr
Salem Dr
Catawba Dr
Mercer Dr
Michigan Ave
Ottenger Ave
El Industry Rd

EXHIBIT 22

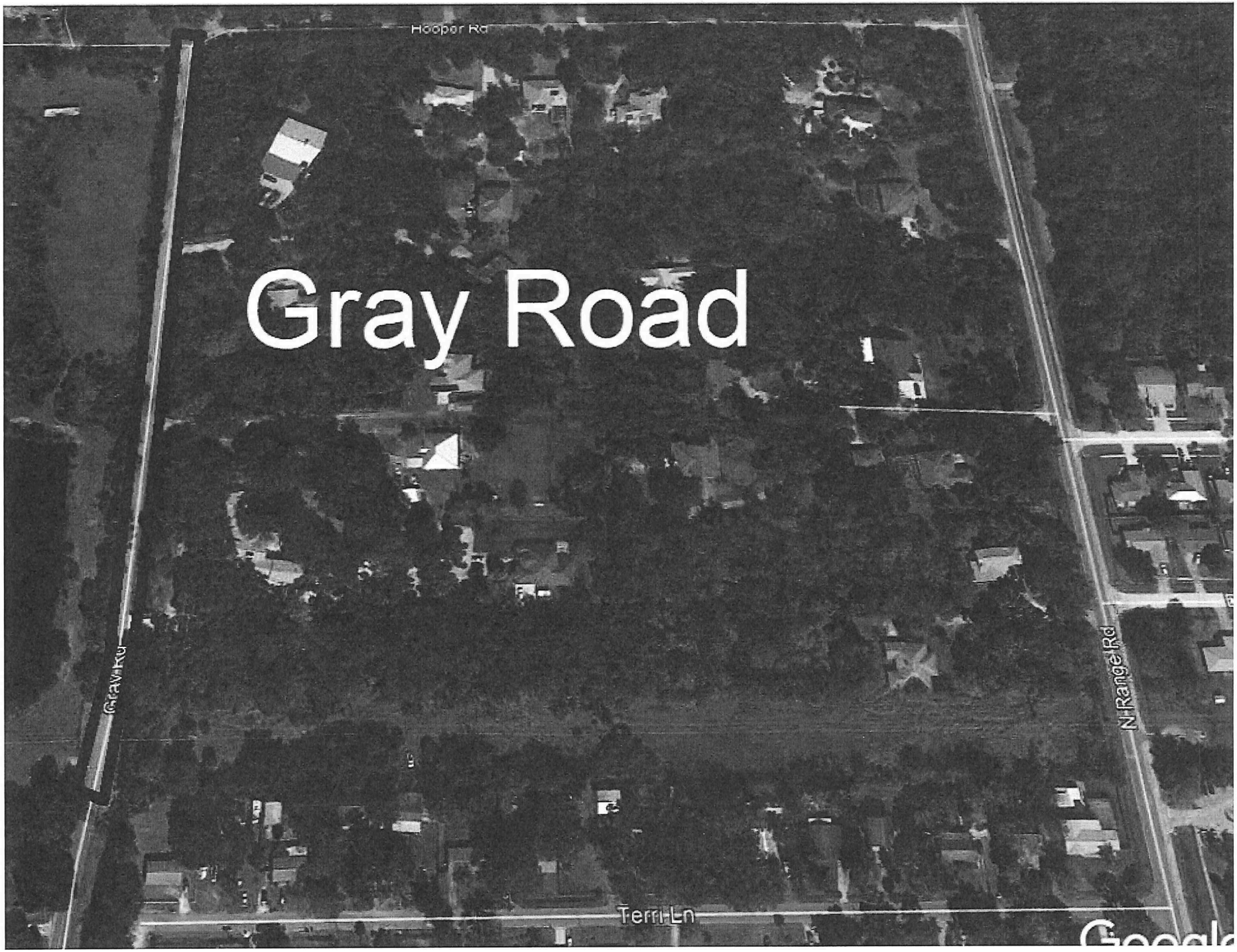


EXHIBIT 23



EXHIBIT 24

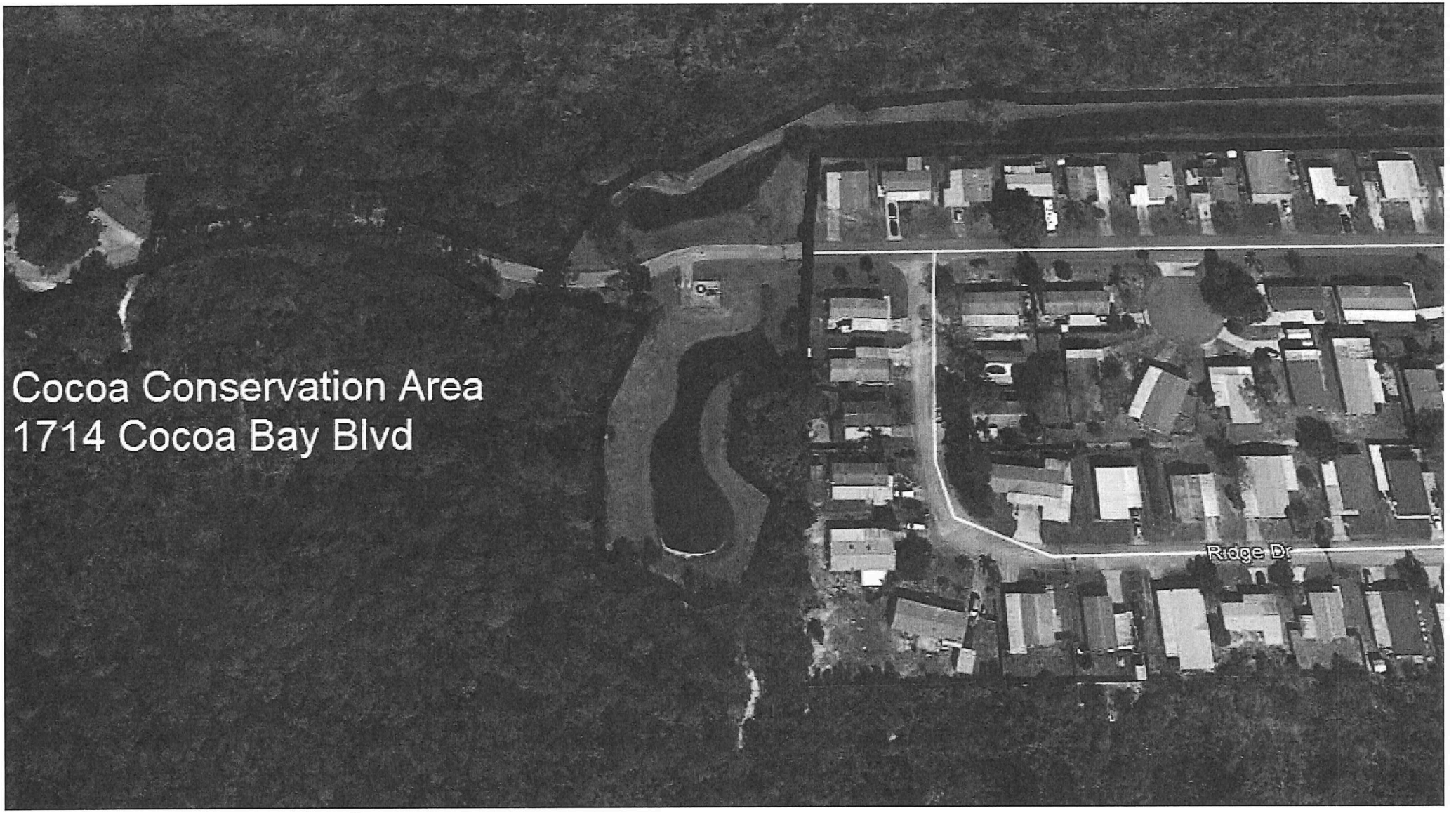


EXHIBIT 25

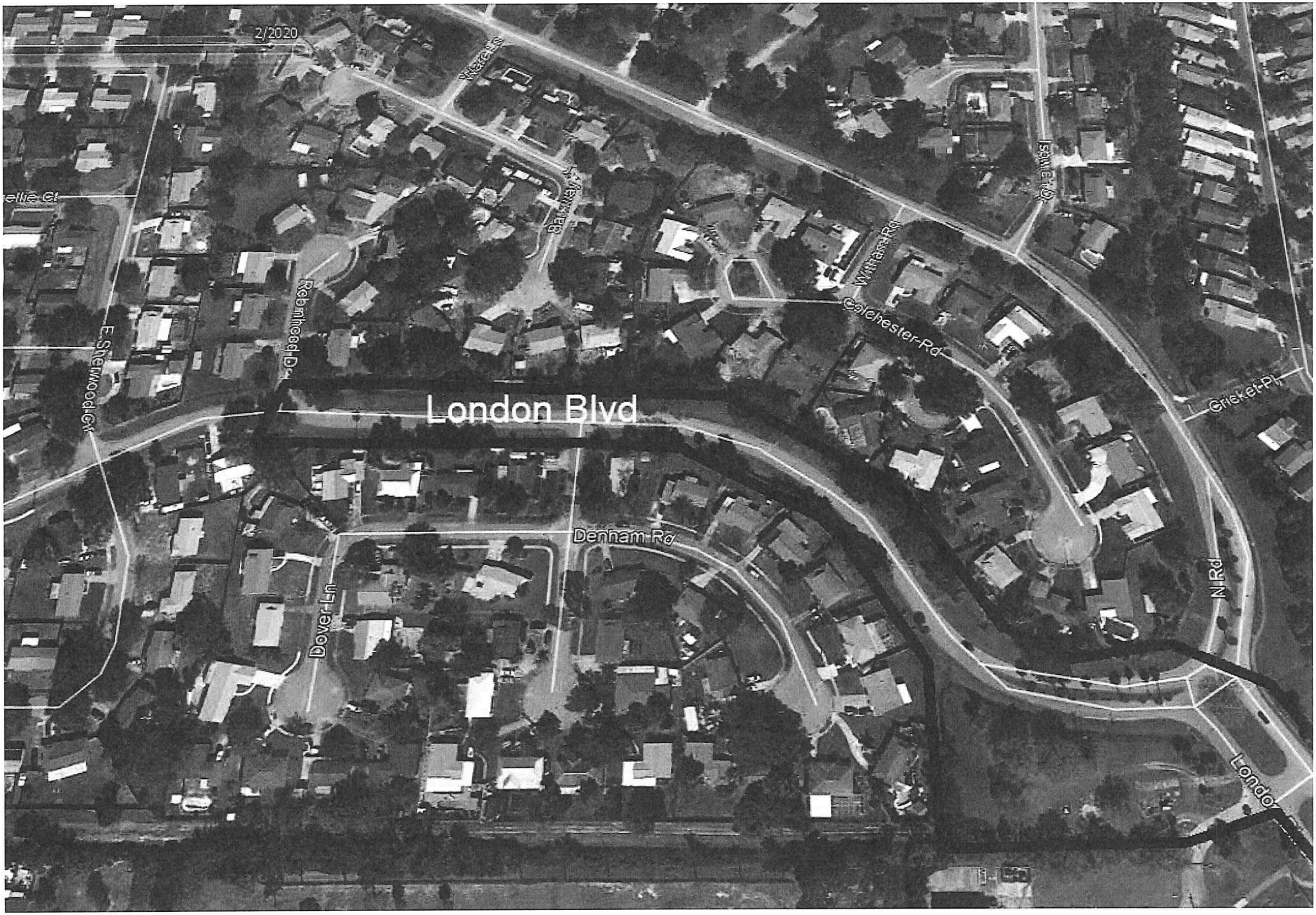

2/2020
London Blvd
Colchester Rd
Denham Rd
Dover Ln
E Sherwood Ct
N Rd
Cricket Pl

EXHIBIT 26

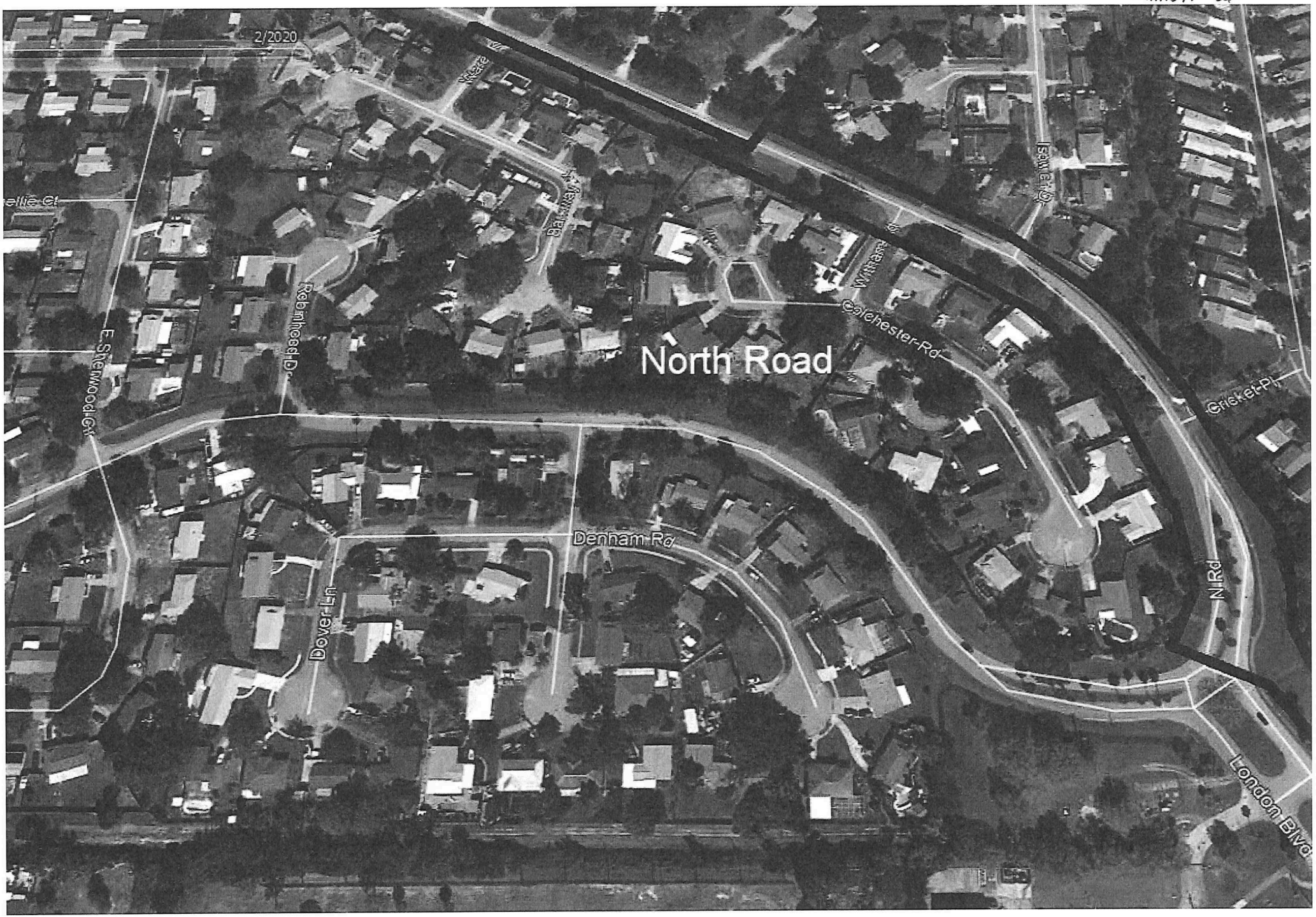

2/2020
North Road
Colchester Rd
Cricket Pl
Rosemead Dr
E Sherwood Ct
Denham Rd
Dover Ln
N Rd
London Blvd

EXHIBIT 27



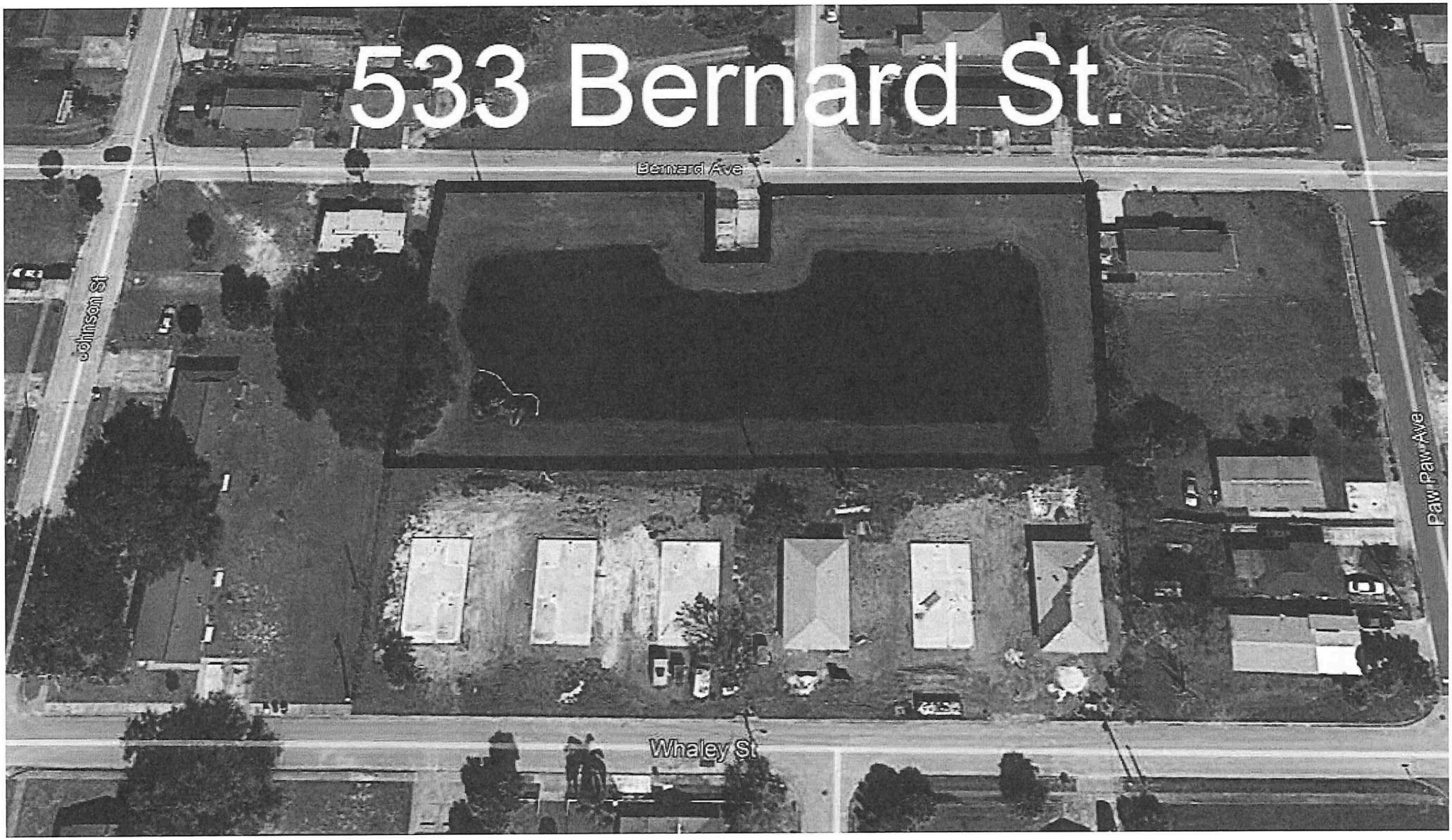
EXHIBIT 28


Grove Ave
N Fiske Blvd
Prospect Ave
Lyrell Ln
Fern St
Peachtree Street
West Half
Ohio St
S Fiske Blvd
Pineapple Ave
Clark Ct
Blake Ave
St Johns

EXHIBIT 29



EXHIBIT 30



Crestview Rd
Crestview
Pineridge
N. Fiske Blvd
Warren Ave
Thomas Ave
Prospect Ave
Park Dr

EXHIBIT 31

EXHIBIT 32



EXHIBIT 32


Jackson Street
Ruth Ave
Thor Ave
Baker St
Jackson St
Ave
1st St
S Georgia Ave
S Carolina Ave

EXHIBIT 34


2/2020
Jackson Street
Easement
Moss Ln
Aurora St
Carissa Ave
Ixora Ave
S Georgia Ave
S Carolina Ave
S Varr Ave

EXHIBIT 35


Forrest Avenue
Forest Hill
Highland Park
Sunset Park
Forest Park
Chittenden And Mitchell
Shaws
Mulberry St
Main St
Legion Ln
Ridgeway Ave
Cocoa Cemetery
Sanders
Sunnyside
Cocoa Riv
Brevard Ave
Delannoy Ave
515
20
5
1
© 2021 Google

EXHIBIT 36



EXHIBIT 37


Sara Lou Acres
Henery
Stone St
520
Kingsley Ave
Village Park
S Wilson Ave
Temple St
Mango Ave
Valencia Ave
Pomolo St
College Park
Satsuma St

EXHIBIT 38


Cocoa, FL 32922
Crestview Acres
Pineridge
Cocoa Heights
Cocoa Modern Manors
Hendry Gardens
W Highland Dr
Pineda St
Royal Garden Homes
Cocoa Indust
Bellefonte Ave
Broadmoor Acres
Broadmoor Dr
Eden St
Bay St
Grove Ave
N Fiske B
Sara Lou Acres
© 2021 Google

EXHIBIT 39



EXHIBIT #0


Dixon Blvd
Indian Hill
Mac Arthur
Clearlake Village
Dixons
501
Highland
Cocoa Hills
Abington St
W Point Dr
Westover
Westwood Gardens
Myrtle Ln
Pineridge
Willow Ln
Westover Heights
Alamanda Ln
Japonica Ln
Candlewood

Non-Manadatory Pre-Bid Meeting

RFP NAME: City of Cocoa - Contract Mowing Services

RFP NUMBER: P-21-26-COC **DATE/TIME:** 7/13/21 at 10am

COMPANY NAME (Please Print)	YOUR NAME (Please Print)	PHONE NUMBER (Please Print)	EMAIL ADDRESS (Please Print)
CITY OF COCOA	Diane Kozlak	321-433-8844	dkozlak@cocoafl.org
CITY OF COCOA	Christine Savage	321-433-8877	csavage@cocoafl.org
City of Cocoa	Frank M. Jabito	321 433 8776	FMJabito@cocoafl.org
" "	Gary Palmer	321-433-8772	gpalmer@cocoafl.org
" "	Kennethray Terrell	321-433-8773	KTerrell@CocoAFl.org

City of Cocoa – Invitation to Public Bid

Notice is hereby given that the City of Cocoa Florida will accept Sealed Proposals in the form of one (1) original and four (4) copies, one (1) USB drive bound within a 1-2" binder or organized bound folder at the office of the Purchasing & Contracts Manager for the City of Cocoa, located at 65 Stone St., Cocoa, Florida 32922, until **3:00pm, Friday, August 13, 2021.** Submittals will be **evaluated shortly thereafter and bid tabulations uploaded onto Vendor Link for public download.**

City of Cocoa
Contract Mowing Services
RFP # P-21-26-COC
Documents available on Vendor Link
June 29, 2021

It is the intent of the City to contract mowing services from multiple professional lawn maintenance providers capable of meeting the requirements set forth within this Request for Proposal (RFP). Various locations within the City's limit shall be maintained on a regularly scheduled basis throughout the year. Contractors must have the ability to maintain the areas depicted within the scope of work, exhibits herein without deviation of the set schedules, areas, services and work as defined.

The City intends the award of this RFP to multiple vendors as a multi-year; three-year (3) plus two (2) one-year renewals – not to exceed five (5) years, continuing services agreement. Renewals shall be determined based upon contractor performance and what is considered to be in the best interest of the City.

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. There is no bid bond required commensurate of the total base bid.

The City of Cocoa supports local vendors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date the bid is submitted. P.O. Boxes shall not be considered a physical business address. The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

Publish in The Florida Today Public Newspaper on:
June 29, 2021

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFP-21-26-COC**
	REQUEST FOR PROPOSALS (RFP)	**Due Date: August 13, 2021 @ 3:00 PM**

TITLE: City of Cocoa – Contract Mowing Services

Issuance | Release Date: Tuesday, June 29, 2021
Legal Advertisement Date: Tuesday, June 29, 2021 (Florida Today)
To: All Prospective Proposers
From: Heath Hancher, PmP, CPPM – Purchasing / Contracts Manager

Dear Potential Proposer:

The City of Cocoa, Florida, a municipal corporation existing under the laws of the State of Florida, herein after also referred to as the "City", does hereby announce that it is accepting written proposals from all qualified firms or individuals interested in providing the services generally described herein and as specified in the "Scope of Services" of this Request for Proposals (RFP) document. The successful proposer(s) must demonstrate by his/her qualifications, experience, availability, approach, and work plan that he/she will best serve the overall needs of the City.

If you are interested in preparing a response to this RFP, please read requirements carefully and complete the proposal in the manner as set forth in this RFP document. Your response is considered a binding offer to perform in the manner described in the proposal response and shall remain a firm offer for a period not to exceed one hundred eighty (180) days from public opening. Also please be aware that, under the competitive proposal process, the stipulations set forth herein are fully binding on the proposer to the extent that you confirm acceptance by your signature on **Attachment "F", Price Proposal and Acceptance of Proposal Terms and Conditions**.

There will be a NON-MANDATORY Pre-Proposal conference held for this project Tuesday, July 13 at 10:00 AM Local Time. Due to COVID-19 a virtual dial in is provided: (321) 635-7600 \| Participant Code: 395 181 472 PRESS #.

Questions regarding this solicitation must be received in writing at the address above **no later than Friday July 30th, at 5:00 PM**. 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 proposers 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 City welcomes your response to this RFP document. Proposals should be prepared in accordance with the RFP instructions and will be evaluated by the City as stated in the evaluation section of this document. The City reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. The City may withdraw all or part of this RFP at any time to protect the interests of the City. All proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification. 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 & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFP-21-26-COC**
	REQUEST FOR PROPOSALS (RFP)	**Due Date: August 13, 2021 @ 3:00 PM**

TITLE: City of Cocoa – Contract Mowing Services

Table of Contents

SECTION 1. ..... PROJECT OVERVIEW. 4

SECTION 2. ..... SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS. 10

SECTION 3. ..... GENERAL INSTRUCTIONS FOR PROPOSAL DELIVERY AND PREPARATION. 12

SECTION 4. ..... RFP SOLICITATION PROCESS SCHEDULE. 17

SECTION 5. ..... PROPOSAL RESPONSE, CRITERIA, AND EVALUATION POINT VALUES. 17

SECTION 6. ..... EVALUATION PROCESS. 20

SECTION 7. ..... GENERAL TERMS AND CONDITIONS. 24

ATTACHMENT "A" 37

STATEMENT OF "NO PROPOSAL SUBMITTAL" 37

ATTACHMENT "B" 38

INSURANCE REQUIREMENTS 38

ATTACHMENT "C" 40

CONFLICT OF INTEREST STATEMENT 40

ATTACHMENT "D" 42

NON-COLLUSION/LOBBYING CERTIFICATION 42

ATTACHMENT "E" 43

DRUG-FREE WORKPLACE CERTIFICATION 43

ATTACHMENT "F" 44

PRICE PROPOSAL AND ACCEPTANCE OF PROPOSAL TERMS AND CONDITIONS 44

ATTACHMENT "G" 48

ADDENDUM RECEIPT ACKNOWLEDGEMENT CERTIFICATION 48

ATTACHMENT "H" 49

ORGANIZATIONAL INFORMATION 49

ATTACHMENT "I" 50

PROPOSED SCHEDULE OF SUBCONTRACTOR PARTICIPATION 50

ATTACHMENT "J" 51

CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES 51

ATTACHMENT "K" 52

REFERENCES 52

ATTACHMENT "L" 53

FEDERAL NON-COLLUSION/LOBBYING CERTIFICATION 53

ATTACHMENT "M" 54

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS 54
PRIMARY COVERED TRANSACTIONS 54

ATTACHMENT "N" 55

GRANT CONDITIONS AND FEDERAL PROVISIONS ACKNOWLEDGEMENT OF TERMS, CONDITIONS AND GRANT CLAUSES 55

ATTACHMENT "P" 56

E-VERIFY CONTRACTOR AFFIDAVIT 56

ATTACHMENT "Q" 57

SOLICITATION RESPONSE IDENTIFICATION LABEL 57

EXHIBITS 58

MOWING AREAS 58

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFP-21-26-COC**
	REQUEST FOR PROPOSALS (RFP)	**Due Date: August 13, 2021 @ 3:00 PM**

TITLE: City of Cocoa – Contract Mowing Services

SECTION 1. PROJECT OVERVIEW.

1.01 INTENT AND PURPOSE.

It is the intent of the City to contract mowing services from multiple professional lawn maintenance providers capable of meeting the requirements set forth within this Request for Proposal (RFP). Various locations within the City's limit shall be maintained on a regularly scheduled basis throughout the year. Contractors must have the ability to maintain the areas depicted within the scope of work, exhibits herein without deviation of the set schedules, areas, services and work as defined.

The City intends the award of this RFP to multiple vendors as a multi-year; three-year (3) plus two (2) one-year renewals – not to exceed five (5) years, continuing services agreement. Renewals shall be determined based upon contractor performance and what is considered to be in the best interest of the City.

1.02 PROJECT BACKGROUND.

The City of Cocoa has contracted mowing services previously for many of its' local municipal buildings, roadways, easements, parks etc., with assistance through the Florida Department of Corrections to offset areas that could not be attended due to manpower constraints. Since COVID-19, the use of the Department of Corrections has since been cancelled leaving the City to expand the areas requiring contracted mowing services.

1.03 CITY OF COCOA HISTORICAL REFERENCE.

The City of Cocoa was incorporated in 1895 and is located at the crossroads where Florida Avenue and Stone Street intersect, and just two blocks from Highway US 1 and SR 520. City Hall is nestled within the Historic Cocoa Village, Taylor Park, Lee Wenner Park and boat ramp making Cocoa Village a popular tourist spot.

The City's thriving downtown Historic Cocoa Village is home to the Historic Cocoa Village Playhouse, which attracts nearly 30,000 visitors each year, as well as the headquarters for the Florida Historical Society, and historic landmarks such as Porcher House and Derby Street Chapel.

Cocoa is centrally located in Brevard County and the State of Florida, giving you access to the Orlando region without the costs of operating there. Cocoa is served by Interstate 95 running north-south and State Road 528 running east-west, giving you access to major metropolitan regions such as Jacksonville, Tampa, and Fort Lauderdale/Miami. Located 30 minutes from Orlando International Airport and just minutes to Port Canaveral, access to the nation and the global marketplace is within reach.

The City operates under a City Council, City Manager form of government and provides a full range of services to include, police, the construction and maintenance of streets, sidewalks, parks, stormwater, wastewater, water and other infrastructure, engineering, planning and community development, code enforcement, general administration and support services, and recreational and cultural events.

A quick City Snapshot (as of 2020, provided by the Cocoa Economic Development Office):

- Area: 13.33 square miles
- Population: 19,110
- Median Household Income: $39,735
- 18 Parks

1.04 TERM.

The term of this agreement shall be awarded as a Continuing Service Level Agreement for a period of three (3) years, plus two (2) one-year renewals, not to exceed five (5) total years. The City shall afford the Contractor 15-days to correct any contractual violations, shortcomings, or poor performance by providing a detailed written notice of the areas needing corrected. The City also reserves the right to terminate upon issuance of a written 30-day notice to the Contractor should the Contractor fail to meet the expectations of the City or satisfactorily correct deficiencies due to poor performance, failure to comply with contractual guidelines, failure to adhere to invoicing instructions or other factors that may inhibit the services rendered.

1.05 MINIMUM REQUIREMENTS.

In order to be considered, the firm must meet all of the following criteria:

A. The Proposer shall have been in business for a minimum of **five (5) consecutive years** and shall currently be licensed to perform services, specifically experienced with contracted mowing / maintenance services within the State of Florida. This requirement shall be based on the Solicitation's due date. Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your response. Examples of documentation may include, but not be limited to; local business tax receipts for five (5) years, corporation documents with date of inception, certificate of authority, etcetera.
    1. If the business headquarters is located **outside of the state of Florida**, they shall currently be licensed to perform services, specifically experienced with contracted mowing / maintenance services in both their home state and the state of Florida; and shall have been in business for a minimum of **five (5) consecutive years**. This requirement shall be based on the Solicitation's due date. Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your response. Examples of documentation may include, but not be limited to, local business tax receipts for five (5) years, corporation documents with date of inception, certificate of authority, etcetera.
        a. In this case the Proposer shall submit to Procurement a current Certificate of Authority, which is issued through the Department of State and in accordance with Florida Statute 607.1501, within ten (10) business days upon notice of intent to award.

~~B. The Proposer must have a current Florida General Contractors License and provide proof of certification within their proposal.~~

~~C. The Proposer must have a current Florida Underground Contractors License and provide proof of certification within their proposal.~~

D. The Proposer must demonstrate a minimum of three (3) years specifically experienced with contracted mowing / maintenance services, **Attachment "K" References** with your proposal response. Three (3) consecutive years' experience is defined as December 2017 through December 2020. The Proposer must provide ALL requested information in **Attachment "K" References** to demonstrate meeting this requirement. Proposers not demonstrating minimum similar and acceptable experience will be deemed non-responsible.

~~E. Provide letter from an authorized agent of Florida admitted bonding company stating:~~

~~1. Maximum bonding capacity of the Proposer.~~

~~2. Bonding Company and Contractor are capable of fulfilling all bonding requirements set forth is this solicitation, inclusive of 1) meeting time requirements of producing performance and payment bonds; and 2) Surety evidencing bonding capacity to handle the requirements of work specified herein per Section 1.08, Performance Payment Bond. This letter shall be valid for one year.~~

F. The Proposer (Company) shall provide a letter from their insurance agent stating the Proposer's ability to obtain the insurance requirements of General Liability of not less than $1,000,000.00, Business Auto Policy of not less than $1,000,000.00 and Worker Compensation Insurance covering all employees meeting Statutory Limits.

The Proposer shall provide proof of the above minimum qualification by furnishing copies and or written documentation to substantiate meeting the requirements. Failure to provide said documentation with your proposal shall be grounds for deeming your proposal unresponsive and removing it from further consideration. This is a non-negotiable item.

1.06 FEDERAL REGISTRATION REQUIREMENT.

A. The successful proposer will be required to obtain and maintain a current DUNS number and CAGE code registration for the life of this Agreement.

B. Data Universal Numbering System Number (DUNS) and System for Award Management (SAM) requirements FAR 52.204-7:

1. Definitions. As used in this provision:
   a. "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
   b. "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.
   c. "Registered in the System for Award Management (SAM) database" means that:
      i. The proposer has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and transparency Act of 2006 (see subpart 4.14) into the

SAM database;

ii. The proposer has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

iii. The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The bidder will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

iv. The Government has marked the record "Active".

2. By submission of an offer, the proposer acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
3. The bidder shall enter on the proposer's response, the DUNS or DUNS +4 number that identifies the proposer's name and address exactly as stated in the RFP response. The DUNS number will be used by the Purchasing & Contracts Division to verify that the proposer is registered in the SAM database.
4. If the proposer does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
    a. A proposer may obtain a DUNS number— (i) Via the Internet at http://fedgov.dnb.com/webform or if the bidder does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The proposer should indicate that it is a proposer for a U.S. Government contract when contacting the local Dun and Bradstreet office.
    b. The proposer should be prepared to provide the following information:
        i. Company legal business.
        ii. Trade style, doing business, or other name by which your entity is commonly recognized.
        iii. Company Physical Street Address, City, State, and ZIP Code.
        iv. Company Mailing Address, City, State and ZIP Code (if separate from physical).
        v. Company Telephone Number.
        vi. Date the company was started.
        vii. Number of employees at your location.
        viii. Chief executive officer/key manager.
        ix. Line of business (industry).
        x. Company Headquarters name and address (reporting relationship within your entity).
5. If the proposer does not become registered in the SAM database in the time prescribed in this solicitation, the City will proceed to award to the next lowest responsive and responsible registered proposer.
6. Processing time, which normally takes forty-eight (48) hours, should be taken into

consideration when registering. Proposers who are not registered should consider applying for registration immediately upon receipt of this solicitation.

7. Proposers may obtain information on registration at https://www.acquisition.gov.

1.07 RFP BID BOND. (NOT APPLICABLE)

NO BID BOND IS REQUIRED FOR THIS RFP.

1.08 PERFORMANCE AND PAYMENT BONDS. (NOT APPLICABLE)

~~Upon award of this project, the successful proposer(s) shall furnish a Performance and Payment Bond, 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 as outlined herein. This is a Standby / Pre-Event Agreement. Upon activation of a Pre-Event Agreement by the City, the Contractor will be required to provide Performance and Payment Bonds in the amount of $1,000,000 or 100% of the Contract value, whichever is greater, within seventy two (72) hours of the issuance of a written 'Notice to Proceed' or Purchase Order by the City. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety. 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 submitted in the form of a Payment and Performance Bond; made payable to the City of Cocoa – City Clerk's Office, 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 Payment and Performance Bond, the successful proposer(s) may select one (1) of the below listed alternative methods to provide the required security:~~

~~a. A 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 one hundred percent (100%) of the total amount awarded under this project, made payable to the City of Cocoa;~~

~~b. An irrevocable Letter of Credit drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of one hundred percent (100%) of the total amount awarded under this project, made payable to the City of Cocoa. The irrevocable Letter of Credit shall contain the following:~~

~~➢ The "Beneficiary" shall be stated as:~~
~~City of Cocoa – City Clerk's Office~~
~~65 Stone Street~~
~~Cocoa, Florida 32922~~

➢ The Letter of Credit shall also contain the following language:

"It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date of this letter of credit unless at least forty-five (45) days prior to such expiration date we notify the beneficiary by certified mail that we elect not to consider this letter of credit renewed for such additional period."

c. Cash (U.S. currency only).

3. The terms of the Payment and Performance Bond or alternative form of security used shall be:

a. The successful proposer(s) shall assure faithful performance of this project;

b. The successful proposer(s) 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. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received into an interest-bearing account shall be retained by the City; and,

d. 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. Return of Payment and Performance Bond or alternative form of security used. It shall be the sole responsibility of the successful proposer(s) to request in writing from the City the return of the Payment and Performance Bond or alternative form of security used. 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 or alternative form of security used shall not be returned unless requested by the successful proposer(s) in writing.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

SECTION 2. SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS.

2.01 GENERAL PROJECT DESCRIPTION AND REQUIREMENTS.

A. GENERAL PROJECT DESCRIPTION.

All areas to be maintained are defined within Attachment F of this RFP. All grass and vegetation shall be cut down to a height of four (4-inches), unless otherwise directed by the Project Manager, with no streaks or scalping of the areas mowed. Mowing areas of different widths shall be connected with smooth flowing transitions. The use of hand tools, such as string trimmers, when used shall comply with the 4-inch minimum height requirement unless specified otherwise.

Completed areas will be inspected for quality and acceptance by the Project Manager. Areas determined to be unsatisfactory by the Project Manager shall be re-mowed at no additional cost to the City of Cocoa. Areas requiring re-mowing shall be completed within the cutting cycle time.

This Request for Proposal is solicited in accordance with Federal Procurement requirements as provided in 2 CFR 200. Contractors must follow and comply with all applicable requirements stated in 2 CFR §200.318 through §200.326 and Appendix II to Part 200 in the execution of this Agreement and must require and enforce similar compliance with all sub-contractors.

It is the City's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this RFP, must include the entire effort required of the Contractor to provide the service described. Specifically, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated contract.

2.02 QUALIFICATIONS.

The City wishes to assess the respondent's experience with services that are similar to those that would be envisioned in the Scope of Services associated with this contract. To familiarize the City with the applicable work experience, each respondent shall provide the following information that documents the respondent's qualifications.

The following minimum respondent qualifications have been established. Subject to the City's right to waive minor irregularities, Proposers that do not meet the mandatory minimum qualifications will be deemed non-responsive and will not be considered for further evaluation.

The proposer shall provide proof of the above minimum qualification by furnishing copies and or written documentation to substantiate meeting the requirements. Failure to provide said documentation

with your proposal may be grounds for deeming your proposal unresponsive and removing it from further consideration.

2.03 PERFORMANCE SCHEDULE.

1. The Contractor will provide continuous services, per the rates proposed, negotiated, and agreed upon for the period specified in the notice to proceed upon issuance.
2. The Contractor will mobilize a staff of sufficient size to complete the work.
3. Should inclement weather prevent the Contractor from performing the work stated herein, the Project Manager and Contractor shall coordinate make-up dates to ensure services are caught up and back on the scheduled plan.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

SECTION 3. GENERAL INSTRUCTIONS FOR PROPOSAL DELIVERY AND PREPARATION.

3.01 REQUESTING THE SOLICITATION DOCUMENT.

The RFP documents are available on-line at no charge via the City of Cocoa online bidding platform, http://www.myvendorlink.com, and posted as public notice on the City's website. Vendors must be registered through Vendor Link to download the solicitation documents. The City is not responsible for errors and 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 (321) 433-8833 or by email at purchasing@cocoafl.org . Important: The desire of the City to pursue proposals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

3.02 ON-LINE SERVICE PROVIDER DISCLAIMER.

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

3.03 SOLICITATION DOCUMENTS FROM THIRD PARTY PROVIDERS.

The City of Cocoa Purchasing & Contracts Division , its website, and its service provider Vendor Link is the only authorized source 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 contact the City's Purchasing & Contracts Division to provide a contact name, mailing address, phone number, fax number, and email address 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.

3.04 PRE-PROPOSAL CONFERENCE.

There will be a NON-MANADATORY Pre-Proposal conference for this project, on **July 13th , 2021 at 10:00AM** local time, City of Cocoa, City Hall, 3rd Floor Conference Room, 65 Stone Street, Cocoa, FL 32922. **Due to COVID-19 a virtual dial in is provided: (321) 635-7600 | Participant Code: 395 181 472 PRESS #.**

IMPORTANT NOTE: It is imperative that all proposers have a clear understanding of the scope of services requirements. As such, the City reserves the right to schedule a pre-proposal conference. Therefore, in the event a mandatory pre-proposal conference is required and/or subsequently scheduled, attendance will be a pre-requisite for submitting a proposal; and proposals will only be accepted from those who are represented at a mandatory pre-proposal conference. Attendance at the pre-proposal conference will be evidenced by the proposer's/representative's signature on the attendance roster. In the event of a mandatory pre-proposal 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.

3.05 INTERPRETATION AND QUESTIONS.

All questions relating to this RFP must be submitted in writing and delivered electronically via email to the Purchasing Division no later than **5:00 P.M. Local Time on Friday, July 30th, 2021**.

The Purchasing Division will serve as the appointed official for receiving all questions pertaining to this RFP and publisher of corresponding addendums associated to this solicitation.

City of Cocoa Purchasing & Contracts Division
65 Stone Street, 3rd Floor Conference Room, Cocoa, Florida 32922
Phone: (321) 433-8833, or extension 8844
Email: purchasing@cocoafl.org
Subject: RFP – 21 – 26 - COC City of Cocoa – Contract Mowing Services

A. It is the proposer's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this RFP solicitation. Lack of understanding and/or misinterpretation of any portions of this RFP solicitation document shall not be cause for withdrawal of your RFP response after opening or for subsequent protest of award. Proposers must contact the Purchasing & Contracts Division **prior** to proposal opening, should clarification be required.
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 proposer to contact the Purchasing & Contracts Division **prior** to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each proposal.
E. Addenda's will be available to all proposers on the City of Cocoa's online bidding platform, Vendor Link (http://www.myvendorlink.com).

3.06 PREPARATION AND FORMAT.

Proposals shall be prepared in an Original one (1) and four (4) copies to include one (1) electronic copy by use of USB Drive. Packages must be submitted in a clear and concise manner to meet the requirements of the RFP. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to the requirements, as well as completeness and clarity of content.

3.07 PAGE LIMITATION.

Proposal packages shall be limited to not more than Fifty (50) pages, printed on a single side of paper, with a font no less than twelve (12) point.

Note: Required attachments and forms will not be counted in the Fifty (50) page limitation.

3.08 COMPLETENESS.

Proposals shall contain the information as required in this solicitation. Failure to submit all information as requested may result in a lowered evaluation score of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

A. Selection dividers with tabs labeled. Tab "A" through Tab "E", to identify each required criterion in Section 5;
B. All attachments shall be placed under the appropriate tab for that sub-section.
C. Currently valid Certificates of Insurance; and Local Business Tax Receipt (formerly known as Occupational License) shall be placed under Tab "A" of your proposal.

3.09 JOINT VENTURES.

All proposers intending to submit a proposal 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 proposal 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.

3.10 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 sign proposals, negotiate and/or sign contracts, agreements, amendments, and related documents to which the proposer will be duly bound. The proposer must provide a copy of the State Certificate of Good Standing/Articles of Incorporation listing the officers of the company. In addition to the aforementioned documents the Bidder/Proposer 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 your 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.

3.11 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 Proposers should be aware the Request for Proposals(RFP) solicitation and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals 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 Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

3.12 PROPOSAL REPRODUCTION.

Please submit five (5) copies of the proposal package, one (1) unbound original, four (4) bound copies. The submittal MUST also include a single memory stick containing the entire submittal electronically formatted to be read with Microsoft® software products or Adobe® PDF software.

3.13 PROPOSAL SUBMITTAL AND DELIVERY.

A. Sealed proposals must be received in the City's Purchasing & Contracts Division **no later than 3:00 P.M. Local Time on Friday, August 13, 2021**. Proposals received after the stated date and time will not be accepted and will be returned unopened. The City will not be responsible for any bid/proposal delivered incorrectly or to the wrong address or location. No exceptions will be made. Proposals shall be submitted and delivered to the below address in a sealed, opaque envelope or packaging material, plainly marked on the outside with the following:

City of Cocoa Purchasing & Contracts Division
65 Stone Street, 3rd Floor
Cocoa, Florida 32922
RE: Solicitation RFP 21-26-COC
Solicitation Title: City of Cocoa - Contract Mowing Services
Date and time proposal is due. August 13, 2021 at 3:00PM ET

For your convenience, **Attachment "Q", Solicitation Response Identification Label** has been provided to properly identify and affix to your RFP response.

B. If submitted by mail, the Proposal submittal shall be enclosed in a sealed envelope addressed to the designated Procurement Administrator. Proposals 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 proposer 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 Proposer 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.

3.14 IMPROPER IDENTIFICATION AND TIMELINESS.

The City is not responsible for the failure of a proposer or the proposer's agent to submit responses in a timely manner or for a proposal that is not properly addressed or identified. Proposal delivery by electronic means, such as facsimile and e-mail, is not allowed.

3.15 PUBLIC OPENING OF PROPOSALS.

Proposals will be announced publicly by the Purchasing & Contracts Division on the due date and time or as soon thereafter as possible. Only the names of the respondents and verification of bond submittal, if applicable, will be publicly 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.

3.16 WITHDRAWAL OF PROPOSALS.

Proposals may not be withdrawn for a period of one hundred eighty days (180) days after the public opening date.

3.17 OWNERSHIP OF DOCUMENTS.

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

A. Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this RFP solicitation and/or awarded agreement as a result of this solicitation process; are and shall remain the property of the City whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the successful proposer(s) shall be delivered by the successful proposer(s) to the City at the conclusion of the project or the termination of the successful proposer(s)' services.
B. When such documents are provided to other parties, the successful proposer(s) shall ensure return of the City's property by collecting a deposit equal to the cost of reproduction.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

SECTION 4. RFP SOLICITATION PROCESS SCHEDULE.

4.01 TENTATIVE SCHEDULE.

Tentative Schedule	
Task	**Date**
RFP Released to General Public	Tuesday June 29, 2021
RFP Non-Mandatory Pre-Proposal Meeting	Tuesday July 13 at 10:00AM ET
Deadline for Questions by Interested Parties	Friday July 30 at 3:00 PM ET
Proposal Due Date and Opening	Friday August 13 at 3:00 PM ET
Evaluation and Selection	August 2021
Presentations, if required	TBD
City Council or City Manager Approval of Contract	TBD

SECTION 5. PROPOSAL RESPONSE, CRITERIA, AND EVALUATION POINT VALUES.

5.01 FIRM QUALIFICATIONS AND EXPERIENCE – TAB "A"

A. **Letter of Transmittal.** Provide a letter of transmittal, no longer than two (2) pages, signed by an authorized representative of the proposer, including a brief description of your firm's location, organization structure, and philosophy.
B. **Individuals and Qualifications.** Identify and include qualifications of specific individuals to be assigned to the project (include names, contact information, and resumes) and specify which services the individuals will provide to the City.
C. **Litigation.** Please list any past and/or pending litigation or disputes relating to the work described herein that your firm has been involved in within the last five (5) years. The list shall include each project name and the nature of the litigation.
D. **Financial Information.** Provide an official letter from the proposer's financial institution detailing the financial status of the proposer. The letter shall include a contact name, address, phone number, and fax number. The failure to produce financial requirements may be grounds for disqualification of your proposal response and offer.

5.02 SIMILAR PROJECTS – TAB "B" .

A. To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of five (5) references of similar size projects in similar circumstances with appropriate reference information, concentrating only on those projects completed within the last three (3) years or currently underway by the proposer's firm, as follows:

1. Client name, address, phone, fax number and email address;
2. Description of all services provided;
3. Performance period; and,
4. Total annual amount of contract.
5. Unless otherwise stated to submit reference information in a different format/manner, please complete and submit **Attachment "K" References** with your proposal response.

B. Please provide a listing of current contracts your firm is committed to servicing as the City wants to determine whether your firm has enough capability to service the City and not have constraints due to other commitments.
C. Describe any significant or unique awards received or accomplishments made in previous, similar projects.

NOTE: Please do not include projects completed or currently underway with the City of Cocoa.

5.03 PROJECT APPROACH – TAB "C".

A. State your firm's technical approach to the project and the interpretation of the scope of services required.
B. Define the adequacy of resources, including personnel, labor, equipment and supply resources, and other requirements to provide the requested services. Please include a listing of currently owned/leased equipment your firm has readily available for deployment upon activation. The City wants to determine whether your firm has enough capability to service the City and not have constraints due to other commitments.
C. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and staff committed to accomplish each task.
D. Provide a typical response time and/or project implementation schedule for proposed services including any management and planning strategies.
E. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.

5.04 RFP SOLICITATION RESPONSE REQUIRED FORMS – TAB "D".

Proposers shall include all applicable and duly executed forms under this section.

A. **Insurance Certificates.** Provide copies of your current liability and workers' compensation Certificates of Insurance. The successful proposer(s) will be required to provide Certificate(s) of Insurance evidencing coverage as required in **Attachment "B", Insurance Requirements** within five (5) business days of the notification of intent to award. Note: Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.
B. **Conflict of Interest.** Proposers must provide disclosure of any potential conflict of interest due to any other clients, contracts, or property interests for this project only. Proposers must complete and submit with their response **Attachment "C", Conflict of Interest Statement** and have it

notarized certifying that no member of your firm ownership, management, or staff has a vested interest in any aspect of this solicitation or any department within the City of Cocoa.

C. **Non-Collusion/Lobbying Certification**. Proposers must complete and submit with their response **Attachment "D", Non-Collusion/Lobbying Certification** and have it notarized.

D. **Drug Free Workplace Certification.** If applicable, Proposers must complete and submit with their response **Attachment "E", Drug Free Workplace Certification** and have it notarized.

E. **Price Proposal and Acceptance of RFP Terms and Conditions.** Proposers shall complete **Attachment "F" Price Proposal and Acceptance of Proposal Terms and Conditions Certification** and have it notarized. An authorized signatory shall sign [page 46] attesting to knowledge of scope of services, committing to the prices as negotiated, and acceptance of the terms and conditions. This form must be notarized. As stewards of public funds, the City maintains all adopted budgetary parameters in the performance of its contracts. The ability of the successful proposer to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals.

F. **Addenda Acknowledgement.** If applicable, Proposers must complete and submit with their response **Attachment "G", Addendum Acknowledgement**.

G. **Corporate Standing and Authorized Signatories.** Proposers must provide a copy of the State Certificate of Good Standing/Articles of Incorporation listing the officers of the company. Please complete and comply with **Attachment "H", Organizational Information** and provide one of the forms of evidence of Signatory Authority listed in Section III, (I) Corporate Standing and Authorized Signatories.

H. **Sub-Contractors.** Proposers must list any sub-contractors that shall be used to accomplish the scope of services. Please complete and Submit **Attachment "I", 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.

I. **Scrutinized Companies Certification.** If applicable, Proposers must complete and submit with their response **Attachment "J", Contractor Certification Regarding Scrutinized Companies**.

J. **References.** Proposers must list five (5) references resulting from projects which were performed within the last three (3) years. Proposers shall complete and submit with their response **Attachment "K", References**.

K. **Local Business Tax Receipt.** Provide a copy of your Local Business Tax Receipt. In accordance with section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of a Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state, county, or city.

L. **Proof of Licenses/certification.** Please include copies of applicable licensure/certification, including but not limited to:

1. Provide proof of proper State of Florida business licensure and professional certification(s)/registration(s) in the State of Florida.
2. Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning certification can be obtained at: http://dos.myflorida.com/sunbiz/. Please note certification must be on **active status only**.

M. **W-9 Form.** Proposers that have not done business with the City or have not provided a W-9 within the last two (2) years must submit a W-9 with their proposal.

5.05 FEE SCHEDULE – TAB.

Attachment "F", Price Proposal and Acceptance of Proposal Terms and Conditions Certification, [page 47] shall be completed and included in Tab D. An authorized signatory must sign [page 47] attesting to knowledge of scope of services, committing to the prices as offered, and acceptance of the terms and conditions. This form must be notarized. As stewards of public funds, the City maintains all adopted budgetary parameters in the performance of its contracts. The ability of the successful proposer to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals.

5.06 ADDITIONAL INFORMATION – TAB "F".

Proposers may include a section for appendixes including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only.

SECTION 6. EVALUATION PROCESS.

6.01 DETERMINING RESPONSIBILITY.

In conjunction with the criteria being used to determine the qualifications and capability of the proposer, the City may also consider the proposer's ability to meet or exceed the following criteria:

A. The proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified;
B. The quality of performance of previous contracts or services including previous performance with the City;
C. Previous and existing compliance by the proposer with laws and ordinances relating to the contract or service;
D. Financial resources of the proposer to perform the contract or provide the service; and,
E. Whether the proposer is in arrears to the City on a debt or a contract; whether the proposer is in default on surety to the City; or whether the proposer's taxes are delinquent.

6.02 USE OF THE WORDS "SHALL", "MUST", "WILL".

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

6.03 INITIAL EVALUATION OF PROPOSALS.

A. Each proposal is initially evaluated by the Purchasing & Contracts Division to ensure each proposal meets the minimum criteria as set forth in the solicitation document. A Proposal Submittal Checklist of the essential items required by the solicitation shall be prepared by the designated Procurement Representative and presented to the Evaluation Committee for consideration and action. This process may include, but is not limited to the following:

1. The proposal was submitted by the deadline;
2. All required documents have been submitted;
3. All documents requiring an original signature have been signed and submitted; and
4. Verification through the professional regulatory agency to ensure proper professional licenses or credentials, as required.

B. The City, at its sole discretion, may utilize the services of one or more independent firms, consultants, technical experts, and/or services to assist in the review or to provide an assessment, evaluation, and/or opinion as to the merits or validity of the proposer's response to this RFP.

6.04 EVALUATION COMMITTEE.

An Evaluation Committee may be appointed and comprised of qualified and recommended City staff members, professional City advisors, or local government staff or officials who are appointed by the City Manager or Designee in coordination with the requesting department. If so, the Evaluation Committee shall consist of members who have experience, knowledge and/or expertise in the program area and service requirements of the solicitation. The designated Procurement Representative shall serve as the non-voting chair of the committee.

6.05 INITIAL RANKING AND/OR SHORLIST.

The Evaluation Committee may be tasked with selecting a minimum of two (2) and a maximum of four (4) of the proposals submitted for presentation and/or interview based upon the criteria established herein. If fewer than three (3) proposers submit a proposal, those that submit may be selected for presentations or interviews; or the solicitation may be cancelled at the sole discretion of the City.

6.06 PRESENTATIONS OR INTERVIEWS.

The City may request that proposers provide presentations to the Evaluation Committee, City Manager, and/or City Council; and/or conduct interviews with the selected proposers regarding the qualifications, ability to furnish the required services, and all criteria set forth herein. The Purchasing & Contracts Division will notify all selected proposers of the City's decision to request presentations and/or interviews, as applicable. Therefore, the proposer shall have officials of the appropriate management level present and representing the firm if a presentation is scheduled by the City. The proposer understands that any and all costs related to the presentations and interview process is considered an operational cost of the Proposer and shall not be passed on to or be borne by the City.

Presentations may include, but not be limited to, a presentation from the proposer and questions from the City. The City will make an effort to provide questions to be addressed in these sessions to the respective proposer prior to the session. The proposer shall address all questions provided in their presentation and

provide same in handouts and on digital format. The proposer understands that any and all costs related to the presentations and interview process is considered an operational cost of the Proposer and shall not be passed on to or be borne by the City.

Pursuant to Florida Statute Chapter 286, any portions of a meeting, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

6.07 BEST AND FINAL OFFER AND CONTRACT NEGOTIATIONS.

The City may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The contract negotiation team will include, at a minimum, a member from the Purchasing & Contracts Division and a member from the requesting Division/Department/Office. The City reserves the right to negotiate any and all elements of a contract resulting from this RFP solicitation. Pursuant to Florida Statute Chapter 286, any portion of a meeting, at which negotiation strategies are discussed, or negotiations with a vendor is conducted, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

6.08 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 proposer 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 proposer. 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 proposal from a proposer who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract.

6.09 EVALUATION COMMITTEE TABULATION.

The Evaluation Committee Tabulation Form will be posted and available for download on the City of Cocoa's online bidding platform, Vendor Link (http://www.myvendorlink.com).

6.10 NOTICE OF INTENT TO AWARD.

The Purchasing & Contracts Division shall publish a Notice of Intent to Award available for download on the City of Cocoa's online bidding platform, Vendor Link (http://www.myvendorlink.com).

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 at least three (3) business days prior to 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.
C. The decision of the City Council shall be final and conclusive.

6.11 AGREEMENT/CONTRACT.

The City intends to use and issue an agreement for the services requested herein. Typically, the Scope of Services outlined in this RFP solicitation, the successful proposer's response to same and the end result of negotiations will become Scope of Services on the agreement to include an outlined Pricing Schedule as negotiated.

A. The successful proposer must sign the agreement prior to execution by the City, whereupon the successful proposer becomes the Contractor upon approval.
B. The provisions of said agreement contain similar language to the provisions contained in this Statement of Qualifications solicitation document.
C. The agreement shall be used as a basis for negotiation and the City reserves the right to change, revise, or modify the agreement in its entirety, or any part thereof, prior to obtaining signatures from all parties.
D. The successful proposer shall execute and return the agreement to the City, within five (5) days after receipt along with any and all additional contractual documents, performance and payment bonds (if applicable), insurance certificates, completed subcontractor list (Please refer to Exhibit D in the Agreement), active registration for a DUNS number and System for Awards Management CAGE Code, and any other documents required as outlined in this solicitation document.
E. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.
F. 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 successful proposer.

6.12 AWARD OF CONTRACT.

A. The City Manager, or designee, 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.
B. The Purchasing & Contracts Division and the requesting Department/Division/Office will prepare the required award documents and make recommendations for approval to the City Council or City

Manager. Upon award, Mayor or City Manager, as applicable, will execute the agreement. The City Council retains full discretion to award or reject a contract or authorize expenditures in the best interest of the City.

6.13 NON-EXCLUSIVE CONTRACT.

Award of this project shall impose no obligation on the City to utilize the successful proposer 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.

6.14 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 proposer 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.

SECTION 7. GENERAL TERMS AND CONDITIONS.

7.01 USE OF INTERCHANGEABLE TERMS.

A. Throughout this solicitation document, the usage of the terms Contractor, Proposer and/or Respondent may be used interchangeably with each other.
B. Throughout this solicitation document, the usage of the terms Agreement and/or Contract may be used interchangeably with each other.

7.02 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)
B. 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.
C. 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.

7.03 PROMPT PAYMENT ACT.

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

7.04 PURCHASING CARD PROGRAM.

The City of Cocoa uses the VISA Purchasing Card Program to streamline our procurement process. In order to expedite payments to suppliers, the SunTrust VISA Purchasing Card (P-Card) and ePayables solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing and payment system.

As one of the City of Cocoa's valued suppliers, your business can also achieve cost savings results by accepting the ePayables or P-Card. Identified supplier benefits of this Program are:

- Reduction of payment time;
- Payment within forty-eight (48) to seventy-two (72) hours;
- Direct electronic deposit to your primary bank account;
- Increase in working capital;
- Elimination of invoicing;
- Reduced collection efforts;
- Enhanced corporate relationships;
- Reduced billing costs; and
- Enhanced reporting.

Additionally, you will be able to grow your customer base by accepting purchasing cards from other corporate customers as well as all major credit cards; therefore, the City encourages all vendors to accept the VISA ePayables solution.

7.05 INVOICES.

A. All invoices, in order to be classified as a proper invoice, shall be delivered to Finance Department, Attention: Accounts Payable, City of Cocoa, 65 Stone Street, Cocoa, Florida, 32922.

For purposes of billing submission and payment procedures, a "proper invoice" by a Contractor, consultant or other invoicing party shall conform to the following process:

1. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
2. the amount due, applicable discount(s), and the terms thereof;
3. the full name of the Vendor, Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
4. the Purchase Order and Contract number (if applicable) as supplied by the City;
5. an identification by City Division, Department or Office of the party or parties to whom the goods were delivered or services provided; and
6. in order to be considered as a proper invoice, it must be based on:

a. a proper delivery,
b. installation, or
c. provision of the goods and/or services acceptance by the City; and
d. the Vendor, Contractor or other party who is supplying the goods and/or services has otherwise complied with all of the Contract's terms and conditions and is not in default of any of them.

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.

7.06 LOCAL BUSINESS TAX RECEIPT.

Both the City of Cocoa and Brevard County require a Local Business Tax Receipt (formerly Occupational License) be held by all its contractors. The City's Community Development Department can assist you in obtaining the required Business Tax Receipt from both Brevard County and the City at the same time. Please contact the City's Community Development Department directly for information concerning this requirement at (321) -8486, extension 8577.

7.07 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.

7.08 PERMITS, LICENSES OR FEES.

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

7.09 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 85-8012621548C 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 proposer in connection with its fulfillment of its contractual obligations with the City. The successful proposer 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.

7.10 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; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

7.11 CONFLICT OF INTEREST.

All proposers must disclose, with their proposal, the name of any officer, director, or agent who is also an officer or employee of the City of Cocoa. Furthermore, all proposers 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 proposer's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the proposer or the cancellation of work. It is the sole responsibility of the proposer to ensure compliance with the Section 2.1, Conflict of Interest of the City of Cocoa Purchasing Policy. Please complete and submit **Attachment "C", Conflict of Interest Statement** with your proposal response. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

7.12 NON-COLLUSION/LOBBYING CERTIFICATION.

All proposers shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the proposal 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 proposal. 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. Please complete and submit **Attachment "D", Non-Collusion/Lobbying Certification** with your proposal response.

7.13 ADDITIONAL TERMS AND CONDITIONS.

No additional terms and conditions included within the proposal response 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 proposal and the proposer's authorized signature affixed to the proposal signature section attests to this.

7.14 INDEPENDENT CONTRACTOR AND LIABILITY.

The successful proposer and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful proposer 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 proposer's employees and sub-consultant employees are not, and while performing any of the Services, they shall not be deemed to be, employees of the City.

7.15 INDEMNIFICATION.

A. Indemnity: The successful proposer 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, 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 proposer, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful proposer recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful proposer of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded Agreement. The City will be permitted to choose legal counsel of its choice. The successful proposer shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

B. Copyright Infringement: The successful proposer shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright, or trademark infringement. The successful proposer 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 proposer of any third-party patent, copyright or trademark or (ii) misappropriation by the successful proposer of any third-party trade secret in connection with any of the foregoing.

7.16 INSURANCE REQUIREMENTS.

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 proposal submittal.
B. The successful proposer(s) shall provide original certificates of Insurance, evidencing coverage as required in **Attachment "B", Insurance Requirements**, 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.

7.17 PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the proposer warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The proposer 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 proposer certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

7.18 ACCEPTANCE OF GOODS/SERVICES.

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 proposer 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.

7.19 DRUG FREE WORKPLACE PREFERENCE.

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

7.20 AMERICANS WITH DISABILITIES ACT.

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division , Cocoa City Hall 65 Stone Street, Cocoa, Florida 32922, telephone (321) 433-8833 or extension 8844, not later than seven (7) days prior to the date on which the accommodation is requested

7.21 AUDITS AND RECORDS – RESPONSIBILITIES OF THE SUCCESSFUL PROPOSER.

Before or after an agreement is prepared and executed, the successful proposer may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed,

the successful proposer must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this RFP document, and submit reports to the City in the form and frequency requested. The successful proposer 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 subject at all times to inspection, review, or audit by the City or its designee. The successful proposer shall include these aforementioned audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful proposer with any party for work required in the performance of this project.

7.22 ADDITIONAL INFORMATION.

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

7.23 EQUAL OPPORTUNITY.

A. 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 proposers 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.

a. The City, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

1. No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through the contract.
2. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
3. Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
4. City may require Contractor to submit reports as may be necessary to indicate non-

discrimination. City officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

5. It is expressly understood that City shall have the right to terminate the Agreement upon receipt of evidence of discrimination.

7.24 CONE OF SILENCE/LOBBYING BLACK-OUT PERIOD; QUESTIONS REGARDING THE REQUEST FOR PROPOSALS(RFP) SOLICITATION PROCESS.

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.

1. For awards requiring City Council approval concludes at the beginning of the meeting at which the City Council will be presented the award(s) for approval or a request to provide authorization to negotiate a Contract(s). However, if 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.
2. For awards requiring City Manager approval concludes upon issuance of a Notice of Intent to Award.

C. 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.

D. 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, at least ten (10) calendar days before the proposal opening date or prior to the specific date and time specified in this solicitation for questions.

E. Contact or communications by Bidders or Respondents to any City Council member, the City Manager, any requesting or evaluating City personnel, or any member of the Evaluation Committee, initiated during the Cone of Silence / Lobbying Black-Out Period, may result in disqualification from the Solicitation process by the Purchasing & Contracts Division .

7.25 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 8:30 A.M. to 4:30 P.M., Local Time via phone at (321) 433-8833 or extension 8844; and/or via fax at (321) 433-8690.

7.26 PUBLIC RECORDS.

Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

7.27 TIME OF PERFORMANCE.

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the City and the successful proposer. All proposers are asked to provide the best estimate for compliance with the scope of services as established by the solicitation. All contract timelines will be based on the projected scope and the estimated time for performance.

7.28 ATTACHMENTS AND EXHIBITS.

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

7.29 COST OF SUBMITTAL.

The proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to or be borne by the City.

7.30 PROHIBITION AGAINST CONTINGENT FEES.

The Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure an agreement as a result of this solicitation process, 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 Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the agreement as a result of this solicitation process.

7.31 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.

By submission of a response, the Proposer certifies that in connection with this proposal:

A. The pricing and/or fees associated with this proposal 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 Proposer or with any competitor.

7.32 RESPONSIBILITY OF PROPOSER.

By submitting a proposal, the Proposer certifies that the Proposer has fully read and understands this RFP 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.

7.33 ILLEGAL ALIEN LABOR AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986.

The successful proposer(s) shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The successful proposer(s) shall not knowingly employ or contract with an illegal alien to perform work under the awarded agreement as a result of this solicitation process or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under the awarded agreement as a result of this solicitation process.

7.34 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 proposer 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 proposer 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. Vendors must complete the E-Verify Affidavit, **"Attachment R".**

7.35 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.

7.36 ESTIMATED QUANTITIES.

The Estimated Quantities provision is applicable for this project.

7.37 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 situation that threatens public health and safety as determined by the City. The Proposer 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 Proposer 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.

7.38 SCRUTINIZED COMPANIES CLAUSE.

The City may not enter into any contract for One Million and 00/100 Dollars ($1,000,000.00) or more with any company that is on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes. All responses to solicitations for goods and/or services equal to or in excess of One Million and 00/100 Dollars ($1,000,000.00) shall be required to complete **Attachment "J", Contractor Certification Regarding Scrutinized Companies** certifying that the Respondent is not on any scrutinized companies list. All resulting contracts for $1 million or more shall be subject to termination by the City:

A. In the event the successful proposer is put on a scrutinized company lists enumerated in Section 287.135, Florida Statutes, or
B. If the City determines that the proposer falsely certified to the City that the proposer is not listed as a scrutinized company.
C. Exceptions and additional penalties shall be set forth in Section 287.135, Florida Statutes.

7.39 PUBLIC RECORDS COMPLIANCE.

The City is a public agency subject to Chapter 119, Florida Statutes. The successful Proposer/CONTRACTOR agrees to comply with Florida's Public Records Law. As such the following language applies 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, MMC, MMA, CITY CLERK, AT 321-433-8484 cshealy@cocoafl.org, 65 STONE STREET, COCOA, FLORIDA 32922.**

7.40 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.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFP-21-26-COC**
	REQUEST FOR PROPOSALS (RFP)	**Due Date: August 13, 2021 @ 3:00 PM**
TITLE: City of Cocoa – Contract Mowing Services		

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFP-21-26-COC**
	REQUEST FOR PROPOSALS (RFP)	**Due Date: August 13, 2021 @ 3:00 PM**

TITLE: City of Cocoa – Contract Mowing Services

Attachment "A"
Statement of "No Proposal Submittal"

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

I/WE HAVE DECLINED TO PROPOSE TO RFP 21-26-COC, titled City of Cocoa - Contract Mowing Services for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Proposal requirements too "restrictive".
	Insufficient time to respond to Request for Qualification.
	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

TITLE: City of Cocoa – Contract Mowing Services

Attachment "B"
Insurance Requirements

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

1. AUTOMOBILE: $1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage per accident;
2. GENERAL LIABILITY: $1,000,000.00 each occurrence;
3. GENERAL AGGREGATE: $2,000,000.00;
4. PROFESSIONAL LIABILITY COVERAGE: $1,000,000.00; and
5. 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 proposer understands and acknowledges that it shall be solely responsible for any and 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 Proposer/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 Proposer/Contractor and/or subcontractor shall provide the City's Human Resources/Risk Management 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 Human Resources/Risk Management Division
   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.

TITLE: City of Cocoa – Contract Mowing Services

***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 Proposer's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Proposer/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 Proposer/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 Proposer/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.

AUTHORIZED SIGNATORY	Typed Name of AUTHORIZED SIGNATORY
Title	Date
Witness Signature	Typed Name of Witness

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 RFP RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFP-21-26-COC**
	REQUEST FOR PROPOSALS (RFP)	**Due Date: August 13, 2021 @ 3:00 PM**

TITLE: City of Cocoa – Contract Mowing Services

Attachment "C"
Conflict of Interest Statement

This statement is submitted with Proposal, ITN, or Contract Number RFP 21-26-COC, titled City of Cocoa - Contract Mowing Services by

_____ whose business address is _____
[Name of entity submitting sworn statement]

_____ and its Federal Employer Identification Number (FEIN) is _____.

My name is _____ and my relationship to the above is _____.
[Please print name of individual signing]

A. The Proposer has made diligent inquiry and provided the information in this statement based upon its full knowledge.
B. The Proposer states that only one (1) 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.
C. 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.
D. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because of and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
E. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Department/Division/Office.
F. 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.
G. 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.
H. Section 112.313, Florida Statutes, as amended; places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. By my signature below, I hereby acknowledge the provisions as outlined in the hereto referenced statute and have provided any required and/or necessary information accordingly to date and shall commit to continue to do so in the future should I be a successful Proposer.

Please indicate if the following applies:

PART I.

☐ I am an employee, public officer, or advisory board member of the City.

_____ (List Position or Board)

☐ I am the spouse or child of an employee, public officer, or advisory board member of the City.

Name: _____

☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of

more than five percent (5%) of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.

Name: _____

☐ Respondent employs or contracts with an employee, public officer, or advisory board member of the City

Name: _____

☐ None of The Above

PART II:

Are you going to request an advisory board member waiver?

☐ I will request an advisory board member waiver under §112.313(12)

☐ I will NOT request an advisory board member waiver under §112.313(12)

☐ N/A

The City will review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any proposers, respondents, vendors, suppliers, contractors whose conflicts are not waived or exempt.

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

AUTHORIZED SIGNATORY	Typed Name of AUTHORIZED SIGNATORY
Title	Date
Witness Signature	Typed Name of Witness

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFP-21-26-COC**
	REQUEST FOR PROPOSALS (RFP)	**Due Date: August 13, 2021 @ 3:00 PM**

TITLE: City of Cocoa – Contract Mowing Services

Attachment "D"
Non-Collusion/Lobbying Certification

This statement is submitted with Proposal, ITN, or Contract Number RFP 21-26-COC, titled City of Cocoa - Contract Mowing Services by

_____ whose business address is _____
[Name of entity submitting sworn statement]

_____ and its Federal Employer Identification Number (FEIN) is _____.

My name is _____ and my relationship to the above is _____.
[Please print name of individual signing]

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

B. **LOBBYING CERTIFICATION.**
The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No 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 in **Attachment "D", Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

AUTHORIZED SIGNATORY	Typed Name of AUTHORIZED SIGNATORY
Title	Date
Witness Signature	Typed Name of Witness

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "E"
Drug-Free Workplace Certification

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

IDENTICAL TIE PROPOSALS: Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Proposers have a drug-free workplace program.

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

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

B. Inform employees about the 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 in **Attachment "E", Drug-Free Workplace Certification**, is truthful and correct at the time of submission.

AUTHORIZED SIGNATORY	Typed Name of AUTHORIZED SIGNATORY
Title	Date
Witness Signature	Typed Name of Witness

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "F"
Price Proposal and Acceptance of Proposal Terms and Conditions

The Contractor shall review and propose services within the Group Areas outlined within of this RFP. Contractors shall propose one or more Group Areas 1 – 4 or only the Group Area(s) they deem capable of providing dependable services. The Contractor shall propose an entire Group Area or multiple Group Areas, but not singular locations contained within the grouped sections.

GROUP AREA #1				
	LOCATIONS	**Cuts**	**Price per Cut**	**Total**
1	Fire Stations			
	a) 1740 Dixon Blvd – Fire Station #1 – Includes Fertilization, Weed Control	36		
	b) 300 Brunson Blvd – Fire Station #2 – Includes Fertilization, Weed Control	36		
	c) 3505 Highway 524 – Fire Station #3 – Includes Fertilization, Weed Control	36		
	d) 114 First Street – Old Fire Station #1	36		
	e) 2003 Michigan Avenue – Old Fire Station #3 / Include field out back behind gate	36		
2	Police Department – 1226 W. King Street / Include Pond to the west / Controlled Access – Includes Fertilization, Weed Control	36		
3	Cocoa Boulevard / U.S. 1 Medians and Rights of Way, Weed Control	36		
4	Clearlake Rd Rights of Way – Dixon Blvd to Industry Road, Weed Control	**26**		
5	Harry T. Moore Center & Museum – 307 Blake Ave, Weed Control	36		
6	Cemeteries			
	a) Pinecrest Cemetery – 815 Clearlake Road	36		
	b) Evergreen Cemetery – 816 Clearlake Road	36		
	c) Hilltop Cemetery – 301 N. Cocoa Boulevard	36		
	d) Cocoa Cemetery – 101 N. Cocoa Boulevard	36		
7	B.A. Morse Park / Emma Jewel Storm Water Pond – 901 Barbara Jenkins St.	36		
Twice a month Oct. 1st to April 30th / 4 times a month from May 1st to Sept. 30				

GROUP AREA # 2				
	LOCATIONS	**Cuts**	**Price per Cut**	**Total**
8	Water Field Operations – 351 Shearer Blvd / Include Fleet Maintenance @ 301 Shearer Blvd, Weed Control	26		
9	King Street / S.R. 520 Medians and Rights of Way, Weed Control (36 cuts)	**36**		
10	Rosetine St. Rights of Way from Range Road to Church on S. side and EFSC on the N. side	26		
11	Range Rd Rights of Way from City Limits on South side North to transition into Michigan Ave	26		
12	Michigan Ave Rights of Way from Clearlake Rd west to Range Road. Includes larger section curve to Range	26		
13	Lee Wenner Park – 300 Riveredge Blvd	26		
14	Highway 524 Rights of Way from Industry Road to Cox Road	26		
15	Gray Rd. Rights of Way from City Limits to Hooper Rd	26		
16	Hooper Rd. Rights of Way from Gray Rd to Range Rd	26		
17	Cocoa Conservation Area – 1714 Cocoa Bay Blvd.	26		
18	London Blvd Rights of Way + Open Field by lift station	26		
19	North Road Rights of Way	26		
Twice a mont Oct 1st to July 31 / Threes times a month August and September except for King Street				

TITLE: City of Cocoa – Contract Mowing Services

GROUP AREA # 3				
	LOCATIONS	**Cuts**	**Price per Cut**	**Total**
20	Peachtree Street Rights of Way – Forrest Ave to Pineda St	26		
21	Museum – 2201 Michigan Avenue	26		
22	Bernard Easement – 533 Bernard St	26		
23	N. Fiske ROW from Dixon to Anderson Park	26		
24	S. Fiske ROW from Rosa L Jones Dr to King St (SR 520)	26		
25	Cocoa Lakes Dr. Rights of Way from Michigan Ave. to Private Development	26		
26	Jackson St. Rights of Way from S. Varr Ave to City Limits near 505 Abbey Lane	26		
27	Jackson St. easement that runs from Jackson St. south to Rosa L. Jones Drive	26		
28	Forrest Ave. Rights of Way from Willard St. north to N. Cocoa Blvd. (U.S. 1)	26		
29	Bracco Pond Parking – 950 Plaza Parkway	26		
Twice a month Oct 1st to July 31 / Threes times a month August and September				

GROUP AREA # 4				
	LOCATIONS	**Cuts**	**Price per Cut**	**Total**
30	Stone Street Rights of Way – S. Fiske Blvd to Railroad Tracks	26		
31	Pineda St. Rights of Way from Peachtree St. to Dixon Blvd	26		
32	Townsend Rd Rights of Way from S.R. 520 north to last property. Include Pond on East side near 1st curve	26		
33	Dixon Blvd. Rights of Way from N. Indian River Dr. to Clearlake Road	26		
34	Residential Lots			
	a) 1043 Peachtree St.	26		
	b) 801 Eden ST	26		
	c) 1101 Avon St	26		
	d) 1970 Furman Ct	26		
	e) 1050 Bellefonte Ave	26		
	f) 712 Stone St	26		
	g) 619 Stone St	26		
	h) 437 Satsuma St	26		
	i) 629 S Georgia Ave	26		
	j) 1059 Olive St	26		
	k) 514 S Wilson Ave	26		
	l) 1408 Donna Ave	26		
	m) 1204 Cambridge St	26		
	n) 1110 Grove Ave	26		
	o) 2019 N Cocoa Blvd	26		
Twice a month Oct 1st to July 31 / Threes times a month August and September				

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

	Group Areas	Sub Totals
1	Group Area 1	
2	Group Area 2	
3	Group Area 3	
4	Group Area 4	
	Grand Total	

NOTE #1: The estimated quantities are an approximate only and are not guaranteed. The City does not assume any responsibility that the actual quantities purchased shall remain in strict accordance with the estimated quantities, nor shall the Contractor cause misunderstanding or deception because of such estimate of quantities or of the character, locations of the work, or other conditions pertaining thereto. Any related positions not referenced above may be attached to the back of this page. A brief position description must also be included.

1. OPTIONAL PRICING

NA	

NOTE #2: The Proposer must include a task and fee (by position) schedule breakdown based on the proposed hourly rates. This document is to be inserted at the end of Attachment "F", Price Schedule and Acceptance of Terms and Conditions and identified as OPTIONAL PRICING SCHEDULE.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFP-21-26-COC**
	REQUEST FOR PROPOSALS (RFP)	**Due Date: August 13, 2021 @ 3:00 PM**

TITLE: City of Cocoa – Contract Mowing Services

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the City of Cocoa Purchasing & Contracts Division for the price set forth herein in **Attachment "F" Price Proposal and Acceptance of Proposal Terms and Conditions**. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: _____

Mailing Address: _____

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

_____ _____ FEIN: _____ DUNS: _____
Authorized Signatory Printed Name

_____ _____ CAGE Code: _____
Title Date As issued through www.sam.gov

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20___, 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 _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFP-21-26-COC**
	REQUEST FOR PROPOSALS (RFP)	**Due Date: August 13, 2021 @ 3:00 PM**

TITLE: City of Cocoa – Contract Mowing Services

Attachment "G"
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 **Attachment "G", Addendum Receipt Acknowledgement Certification**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

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

_____ _____ FEIN: _____ DUNS: _____
Authorized Signatory Printed Name

_____ _____ CAGE Code: _____
Title Date As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFP-21-26-COC**
	REQUEST FOR PROPOSALS (RFP)	**Due Date: August 13, 2021 @ 3:00 PM**

TITLE: City of Cocoa – Contract Mowing Services

Attachment "H"
Organizational Information

The proposer 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/Proposer 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. or Social Security Number					

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

Proposer/Contractor Name: _____

Mailing Address: _____

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

_____ _____ FEIN: _____ DUNS: _____
Authorized Signatory Printed Name

_____ _____ CAGE Code: _____
Title Date As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFP-21-26-COC**
	REQUEST FOR PROPOSALS (RFP)	**Due Date: August 13, 2021 @ 3:00 PM**

TITLE: City of Cocoa – Contract Mowing Services

Attachment "I"

Proposed Schedule of Subcontractor Participation

☐ **No Subcontracting (of any kind) will be utilized on this project.**		**Solicitation Number: RFP-21-26-COC**	
Title: City of Cocoa - Contract Mowing Services		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable) Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract 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 Proposer, 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 in **Attachment "I", Proposed Schedule of Subcontractor Participation**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

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

_____ _____ FEIN: _____ DUNS: _____
Authorized Signatory Printed Name

_____ _____ CAGE Code: _____
Title Date As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFP-21-26-COC**
	REQUEST FOR PROPOSALS (RFP)	**Due Date: August 13, 2021 @ 3:00 PM**

TITLE: City of Cocoa – Contract Mowing Services

Attachment "J"

Contractor Certification Regarding Scrutinized Companies (Contracts of $1,000,000.00 or more)

Section 287.135, Florida Statutes, prohibits local governments from contracting with companies, for goods or services of One Million and 00/100 Dollars ($1,000,000.00) or more 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 Cuba or Syria. Both lists are created pursuant to section 215.473, Florida Statutes. In addition, the CONTRACTOR shall not be 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.

As the person authorized to sign on behalf of the CONTRACTOR, I hereby certify that the company identified below in the section entitled "Bidder/Contractor Name" is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. In addition, the CONTRACTOR 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 understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the CONTRACTOR 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 firm, certify that the information as provided in **Attachment "J", Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

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

_____ _____ FEIN: _____ DUNS: _____
Authorized Signatory Printed Name

_____ _____ CAGE Code: _____
Title Date As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE (when applicable)

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

Attachment "K"
References

Proposer shall submit as a part of the Proposal package, a minimum of five (5) of the most significant projects which were performed within the last three (3) years. Additional references may be provided as set forth below.

Project #1:			
Project/Event Name:			
Type of Project/Service:			
Address:			
Contracting Agency/Client:		Locality Population:	
Contact Name and Phone #:			
Contact Email Address and Fax #:			
Contract Amount:	Date Work Performed:		
Project #2:			
Project Name:			
Type of Project/Service:			
Address:			
Contracting Agency/Client:		Locality Population:	
Contact Name and Phone #:			
Contact Email Address and Fax #:			
Contract Amount:	Date Work Performed:		
Project #3:			
Project Name:			
Type of Project/Service:			
Address:			
Contracting Agency/Client:		Locality Population:	
Contact Name and Phone #:			
Contact Email Address and Fax #:			
Contract Amount:	Date Work Performed:		
Project #4:			
Project Name:			
Type of Project/Service:			
Address:			
Contracting Agency/Client:		Locality Population:	
Contact Name and Phone #:			
Contact Email Address and Fax #:			
Contract Amount:	Date Work Performed:		
Project #5:			
Project Name:			
Type of Project/Service:			
Address:			
Contracting Agency/Client:		Locality Population:	
Contact Name and Phone #:			
Contact Email Address and Fax #:			
Contract Amount:	Date Work Performed:		

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFP-21-26-COC**
	REQUEST FOR PROPOSALS (RFP)	**Due Date: August 13, 2021 @ 3:00 PM**

TITLE: City of Cocoa – Contract Mowing Services

Attachment "L"
Federal Non-Collusion/Lobbying Certification

This statement is submitted with Proposal, ITN, or Contract Number RFP 21-26-COC, titled City of Cocoa - Contract Mowing Services by _____ whose business address is _____
[Name of entity submitting sworn statement]
_____ and its Federal Employer Identification Number (FEIN) is _____.

My name is _____ and my relationship to the above is _____.
[Please print name of individual signing]

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

B. **LOBBYING CERTIFICATION.**
The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each failure."

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "L", Federal Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

AUTHORIZED SIGNATORY	Typed Name of AUTHORIZED SIGNATORY
Title	Date
Witness Signature	Typed Name of Witness

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFP-21-26-COC**
	REQUEST FOR PROPOSALS (RFP)	**Due Date: August 13, 2021 @ 3:00 PM**

TITLE: City of Cocoa – Contract Mowing Services

Attachment "M"

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Proposer certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

A. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

B. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

D. Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Cocoa. The Proposer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City of Cocoa. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Cocoa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "M", Certification Regarding Debarment, Suspension, and Other Responsibility Matters**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

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

_____ _____ FEIN: _____ DUNS: _____
Authorized Signatory Printed Name

_____ _____ CAGE Code: _____
Title Date As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "N"

Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses

Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

A. The subcontractor is bound by the terms of this Agreement;

B. The subcontractor is bound by all applicable state and federal laws and regulations; and

C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "N", Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses**, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Proposer.

Proposer/Contractor Name: _____

Mailing Address: _____

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

_____ _____ FEIN: _____ DUNS: _____
Authorized Signatory Printed Name

_____ _____ CAGE Code: _____
Title Date As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP 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 FLORIDA
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: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	**Solicitation Number: RFP-21-26-COC**
	REQUEST FOR PROPOSALS (RFP)	**Due Date: August 13, 2021 @ 3:00 PM**

TITLE: City of Cocoa – Contract Mowing Services

Attachment "Q"
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.

The City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on either the 1st or 2nd Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available in the Purchasing & Contracts Division . The solicitation submittal envelope or package and label will be date stamped and the appropriate Procurement Administrator will be notified. A record of all deliveries and delivery times will be documented in the Solicitation Submittal Receipt Log and such record will be retained by the Purchasing & Contracts Division .

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: Heath Hancher, PmP, CPPM – Purchasing / Contracts Manager

SOLICITATION NUMBER: RFP-21-26-COC

TITLE: City of Cocoa – Contract Mowing Services

SOLICITATION DUE DATE: August 13, 2021 TIME: 3:00 P.M. Local Time

FROM: _____

_____

_____

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street, 3rd Floor
Cocoa, Florida 32922

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

EXHIBITS

MOWING AREAS

SEE ATTACHED EXHIBTIS 1 - 40

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

BID SUMMARY

To: Public Works

From: Rebecca Bowman, MBA, CGFO, CGFM
Finance Director

Date: September 20, 2021

Re: **RFP # 21-26-COC: City of Cocoa – Contract Mowing Services**

Bids for the subject offering were opened on **August 13, 2021** at 3:00 p.m. Purchasing published **(710)** invitations and notifications to bid, **(00)** supplemental suppliers and received **(05)** responses from **(39)** plan holders for this bid.

THE APPARENT LOW BIDDERS FOR THIS RFP ARE AS FOLLOWS:

1. US Lawns – Areas 2 & 3
2. Perfection Lawn and Tree Services – Areas 1 & 4.

Please follow the guidelines shown below to initiate the purchasing process:

➔ Prepare agenda item and prepare contract, if necessary, for Council Approval.
➔ Prepare requisition and attach the following items:

- Copy of Approved City Clerk's Journal and Agenda
- Bid Tabulation Sheet
- Bid Submittal - All specifications for the awarded proposal
- Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF INTENT TO AWARD

Disclaimer: This Notice of Intent to Award is subject to a final award decision by the City Council or the City Manager (as applicable) and execution of a written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

Department: Public Works	Division:
Bid / RFP / RFQ #: RFP # 21-26-COC City of Cocoa, Contract Mowing Services Areas 1 & 4	Project #
Awarded To: Perfection Lawn & Tree Services	Scope of Work or Services: Provide complete mowing and assorted landscape maintenance services across four groups of locations within the City of Cocoa City Limits. Work to begin October 1, 2021, and complete September 30, 2022. Base Three Year Contract with two each one-year renewals.
Address / City / State / Zip: 1025 W. 12th Street, Sanford, FL 32771	Phone / Fax #'s:
Purchase / Contract Amount:	Date of Award Notification:
Title / Position (Print)	Signature

Please complete the information required above.

Return the Notification of Intent to Award to Purchasing & Contracts Division when completed

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF INTENT TO AWARD

Disclaimer: This Notice of Intent to Award is subject to a final award decision by the City Council or the City Manager (as applicable) and execution of a written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

Department: Public Works	Division:
Bid / RFP / RFQ #: RFP # 21-26-COC City of Cocoa, Contract Mowing Services Areas 2 & 3	Project #
Awarded To: US Lawns	Scope of Work or Services: Provide complete mowing and assorted landscape maintenance services across four groups of locations within the City of Cocoa City Limits. Work to begin October 1, 2021, and complete September 30, 2022. Base Three Year Contract with two each one-year renewals.
Address / City / State / Zip: 374 Commerce Parkway, Rockledge, FL 32955	Phone / Fax #'s:
Purchase / Contract Amount:	Date of Award Notification:
Title / Position (Print)	Signature

Please complete the information required above.

Return the Notification of Intent to Award to Purchasing & Contracts Division when completed

P-21-26-COC Mowing Services - Price Proposal Bid Verification Sheet

Group	Twice a month Oct. 1st to April 30th / 4 times a month from May 1st to Sept. 30	Cuts	Brightview Landscaping				Airboat Addicts, Inc.				Perfect Lawn & Tree Service				U.S. Lawns				Trimac Outdoor			
			Price Per Cut	Vendor Total - Attachment "F"	Bid Verification	Difference	Price Per Cut	Vendor Total - Attachment "F"	Bid Verification	Difference	Price Per Cut	Vendor Total - Attachment "F"	Bid Verification	Difference	Price Per Cut	Vendor Total - Attachment "F"	Bid Verification	Difference	Price Per Cut	Vendor Total - Attachment "F"	Bid Verification	Difference
#1	Locations																					
1	Fire Stations																					
	a) 1740 Dixon Blvd – Fire Station #1 – Includes Fertilization, Weed Control	36	302.21	10,879.80	10,879.56	0.24	110.00	3,960.00	3,960.00	-	75.00	2,700.00	2,700.00	-	96.00	3,456.00	3,456.00	-	240.00	8,640.00	8,640.00	-
	b) 300 Brunson Blvd – Fire Station #2 – Includes Fertilization, Weed Control	36	225.99	8,135.75	8,135.64	0.11	110.00	3,960.00	3,960.00	-	65.00	2,340.00	2,340.00	-	96.00	3,456.00	3,456.00	-	210.00	7,560.00	7,560.00	-
	c) 3505 Highway 524 – Fire Station #3 – Includes Fertilization, Weed Control	36	202.41	7,286.90	7,286.76	0.14	110.00	3,960.00	3,960.00	-	65.00	2,340.00	2,340.00	-	176.00	6,336.00	6,336.00	-	270.00	9,720.00	9,720.00	-
	d) 114 First Street – Old Fire Station #1	36	94.20	3,391.30	3,391.20	0.10	110.00	3,960.00	3,960.00	-	40.00	1,440.00	1,440.00	-	32.00	1,152.00	1,152.00	-	210.00	7,560.00	7,560.00	-
	e) 2003 Michigan Avenue – Old Fire Station #3 / Include field out back behind gate	36	120.04	4,321.62	4,321.44	0.18	155.00	5,580.00	5,580.00	-	75.00	2,700.00	2,700.00	-	80.00	2,880.00	2,880.00	-	240.00	8,640.00	8,640.00	-
2	Police Department – 1226 W. King Street / Include Pond to the west / Controlled Access – Includes Fertilization, Weed Control	36	212.53	7,651.26	7,651.08	0.18	262.00	9,432.00	9,432.00	-	80.00	2,880.00	2,880.00	-	182.40	6,566.40	6,566.40	(0.00)	270.00	9,720.00	9,720.00	-
3	Cocoa Boulevard / U.S. 1 Medians and Rights of Way, Weed Control	36	462.48	16,649.50	16,649.28	0.22	1845.00	66,420.00	66,420.00	-	2669.00	96,084.00	96,084.00	-	2048.00	73,728.00	73,728.00	-	1200.00	43,200.00	43,200.00	-
4	Clearlake Rd Rights of Way – Dixon Blvd to Industry Road, Weed Control	26	640.36	16,649.50	16,649.36	0.14	255.00	6,630.00	6,630.00	-	265.00	6,890.00	6,890.00	-	480.00	12,480.00	12,480.00	-	720.00	18,720.00	18,720.00	-
5	Harry T. Moore Center & Museum – 307 Blake Ave, Weed Control	36	214.39	7,718.26	7,718.04	0.22	505.00	18,180.00	18,180.00	-	55.00	1,980.00	1,980.00	-	128.00	4,608.00	4,608.00	-	360.00	12,960.00	12,960.00	-
6	Cemeteries																					
	a) Pinecrest Cemetery – 815 Clearlake Road	36	171.34	6,168.50	6,168.24	0.26	250	9,000.00	9,000.00	-	125	4,500.00	4,500.00	-	160	5,760.00	5,760.00	-	270	9,720.00	9,720.00	-
	b) Evergreen Cemetery – 816 Clearlake Road	36	90.24	3,248.71	3,248.64	0.07	250	9,000.00	9,000.00	-	65	2,340.00	2,340.00	-	160	5,760.00	5,760.00	-	180	6,480.00	6,480.00	-
	c) Hilltop Cemetery – 301 N. Cocoa Boulevard	36	282.65	10,175.62	10,175.40	0.22	250	9,000.00	9,000.00	-	175	6,300.00	6,300.00	-	160	5,760.00	5,760.00	-	360	12,960.00	12,960.00	-
	d) Cocoa Cemetery – 101 N. Cocoa Boulevard	36	263.92	8,501.16	9,501.12	(999.96)	250	9,000.00	9,000.00	-	125	4,500.00	4,500.00	-	160	5,760.00	5,760.00	-	360	12,960.00	12,960.00	-
7	B.A. Morse Park / Emma Jewel Storm Water Pond – 901 Barbara Jenkins St.	36	160.95	5,794.51	5,794.20	0.31	150	5,400.00	5,400.00	-	100	3,600.00	3,600.00	-	160	5,760.00	5,760.00	-	420	15,120.00	15,120.00	-
				116,572.39	$ 117,569.96	(997.57)		163,482.00	$ 163,482.00	-		140,594.00	$ 140,594.00	-		143,462.40	$ 143,462.40	(0.00)		183,960.00	$ 183,960.00	-
#2	Twice a month Oct 1st to July 31 / Threes times a month August and September except for King Street																					
8	Water Field Operations – 351 Shearer Blvd / Include Fleet Maintenance @ 301 Shearer Blvd, Weed Control	26	785.25	20,416.60	20,416.50	0.10	505.00	13,130.00	13,130.00	-	-	-	-	-	256.00	6,656.00	6,656.00	-	450.00	11,700.00	11,700.00	-
9	King Street / S.R. 520 Medians and Rights of Way, Weed Control	36	935.99	33,695.66	33,695.64	0.02	1,095.00	39,420.00	39,420.00	-	-	-	-	-	960.00	24,960.00	34,560.00	(9,600.00)	1,200.00	43,200.00	43,200.00	-
10	Rosetine St. Rights of Way from Range Road to Church on S. side and EFSC on the N. side	26	408.50	10,621.00	10,621.00	-	605.00	15,730.00	15,730.00	-	-	-	-	-	480.00	12,480.00	12,480.00	-	270.00	7,020.00	7,020.00	-
11	Range Rd Rights of Way from City Limits on South side North to transition into Michigan Ave	26	381.52	9,919.67	9,919.52	0.15	605.00	15,730.00	15,730.00	-	-	-	-	-	480.00	12,480.00	12,480.00	-	450.00	11,700.00	11,700.00	-
12	Michigan Ave Rights of Way from Clearlake Rd west to Range Road. Includes larger section curve to Range	26	469.45	12,205.74	12,205.70	0.04	605.00	15,730.00	15,730.00	-	-	-	-	-	224.00	5,824.00	5,824.00	-	270.00	7,020.00	7,020.00	-
13	Lee Wenner Park – 300 Riveredge Blvd	26	667.53	17,356.00	17,355.78	0.22	405.00	10,530.00	10,530.00	-	-	-	-	-	640.00	16,640.00	16,640.00	-	360.00	9,360.00	9,360.00	-
14	Highway 524 Rights of Way from Industry Road to Cox Road	26	952.19	24,757.00	24,756.94	0.06	605.00	15,730.00	15,730.00	-	-	-	-	-	1,280.00	33,280.00	33,280.00	-	1,200.00	31,200.00	31,200.00	-
15	Gray Rd. Rights of Way from City Limits to Hooper Rd	26	123.50	3,211.00	3,211.00	-	605.00	15,730.00	15,730.00	-	-	-	-	-	224.00	5,824.00	5,824.00	-	270.00	7,020.00	7,020.00	-
16	Hooper Rd. Rights of Way from Gray Rd to Range Rd	26	117.46	3,054.00	3,053.96	0.04	605.00	15,730.00	15,730.00	-	-	-	-	-	192.00	4,992.00	4,992.00	-	270.00	7,020.00	7,020.00	-
17	Cocoa Conservation Area – 1714 Cocoa Bay Blvd.	26	171.00	4,446.00	4,446.00	-	605.00	15,730.00	15,730.00	-	-	-	-	-	288.00	7,488.00	7,488.00	-	150.00	3,900.00	3,900.00	-
18	London Blvd Rights of Way + Open Field by lift station	26	305.30	7,938.00	7,937.80	0.20	225.00	5,850.00	5,850.00	-	-	-	-	-	576.00	14,976.00	14,976.00	-	150.00	3,900.00	3,900.00	-
19	North Road Rights of Way	26	385.30	10,018.00	10,017.80	0.20	605.00	15,730.00	15,730.00	-	-	-	-	-	192.00	4,992.00	4,992.00	-	150.00	4,680.00	3,900.00	780.00
				157,638.67	$ 157,637.64	1.03		194,770.00	$ 194,770.00	-		-	-	-		150,592.00	$ 160,192.00	(9,600.00)		147,720.00	$ 146,940.00	780.00
#3	Twice a month Oct 1st to July 31 / Threes times a month August and September																					
20	Peachtree Street Rights of Way – Forrest Ave to Pineda St	26	580.25	15,086.66	15,086.50	0.16	605.00	15,730.00	15,730.00	-	-	-	-	-	272.00	7,072.00	7,072.00	-	120.00	3,120.00	3,120.00	-
21	Museum – 2201 Michigan Avenue	26	266.98	6,941.58	6,941.48	0.10	305.00	7,930.00	7,930.00	-	-	-	-	-	160.00	4,160.00	4,160.00	-	450.00	11,700.00	11,700.00	-
22	Bernard Easement – 533 Bernard St	26	89.30	2,321.80	2,321.80	0.00	126.00	3,276.00	3,276.00	-	-	-	-	-	128.00	3,328.00	3,328.00	-	120.00	3,120.00	3,120.00	-
23	N. Fiske ROW from Dixon to Anderson Park	26	446.61	11,611.96	11,611.86	0.10	505.00	13,130.00	13,130.00	-	-	-	-	-	288.00	7,488.00	7,488.00	-	120.00	3,120.00	3,120.00	-
24	S. Fiske ROW from Rosa L Jones Dr to King St (SR 520)	26	171.00	4,446.00	4,446.00	-	505.00	13,130.00	13,130.00	-	-	-	-	-	160.00	4,160.00	4,160.00	-	120.00	3,120.00	3,120.00	-
25	Cocoa Lakes Dr. Rights of Way from Michigan Ave. to Private Development	26	171.00	4,446.00	4,446.00	-	950.00	24,700.00	24,700.00	-	-	-	-	-	128.00	3,328.00	3,328.00	-	90.00	2,340.00	2,340.00	-
26	Jackson St. Rights of Way from S. Varr Ave to City Limits near 505 Abbey Lane	26	251.79	6,546.79	6,546.54	0.25	505.00	13,130.00	13,130.00	-	-	-	-	-	112.00	2,912.00	2,912.00	-	120.00	3,120.00	3,120.00	-
27	Jackson St. easement that runs from Jackson St. south to Rosa L. Jones Drive	26	76.00	1,976.00	1,976.00	-	505.00	13,130.00	13,130.00	-	-	-	-	-	224.00	5,824.00	5,824.00	-	120.00	3,120.00	3,120.00	-
28	Forrest Ave. Rights of Way from Willard St. north to N. Cocoa Blvd. (U.S. 1)	26	362.81	9,433.29	9,433.06	0.23	605.00	15,730.00	15,730.00	-	-	-	-	-	320.00	8,320.00	8,320.00	-	180.00	4,680.00	4,680.00	-
29	Bracco Pond Parking – 950 Plaza Parkway	26	176.46	4,588.00	4,587.96	0.04	1,410.00	36,660.00	36,660.00	-	-	-	-	-	160.00	4,160.00	4,160.00	-	120.00	3,120.00	3,120.00	-
				67,398.08	$ 67,397.20	0.88		156,546.00	$ 156,546.00	-		-	-	-		50,752.00	$ 50,752.00	-		40,560.00	$ 40,560.00	-
#4	Twice a month Oct 1st to July 31 / Threes times a month August and September																					
30	Stone Street Rights of Way – S. Fiske Blvd to Railroad Tracks	26	382.88	9,955.00	9,954.88	0.12	275.00	7,150.00	7,150.00	-	285.00	7,410.00	7,410.00	-	256.00	6,656.00	6,656.00	-	150.00	3,900.00	3,900.00	-
31	Pineda St. Rights of Way from Peachtree St. to Dixon Blvd	26	304.00	7,904.00	7,904.00	-	402.00	10,452.00	10,452.00	-	385.00	10,010.00	10,010.00	-	384.00	9,984.00	9,984.00	-	120.00	3,600.00	3,120.00	480.00
32	Townsend Rd Rights of Way from S.R. 520 north to last property. Include Pond on East side near 1st curve	26	190.00	4,940.00	4,940.00	-	1,210.00	31,460.00	31,460.00	-	650.00	16,900.00	16,900.00	-	384.00	9,984.00	9,984.00	-	210.00	5,460.00	5,460.00	-
33	Dixon Blvd. Rights of Way from N. Indian River Dr. to Clearlake Road	26	501.30	13,034.00	13,033.80	0.20	680.00	17,680.00	17,680.00	-	650.00	16,900.00	16,900.00	-	512.00	13,312.00	13,312.00	-	480.00	12,480.00	12,480.00	-
34	Residential Lots																					
	a) 1043 Peachtree St.	26	44.95	1,168.94	1,168.70	0.24	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-

Group	Twice a month Oct. 1st to April 30th / 4 times a month from May 1st to Sept. 30	Brightview Landscaping					Airboat Addicts, Inc.				Perfect Lawn & Tree Service				U.S. Lawns				Trimac Outdoor			
		Cuts	Price Per Cut	Vendor Total - Attachment "F"	Bid Verification	Difference	Price Per Cut	Vendor Total - Attachment "F"	Bid Verification	Difference	Price Per Cut	Vendor Total - Attachment "F"	Bid Verification	Difference	Price Per Cut	Vendor Total - Attachment "F"	Bid Verification	Difference	Price Per Cut	Vendor Total - Attachment "F"	Bid Verification	Difference
	b) 801 Eden ST	26	36.21	941.51	941.46	0.05	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	c) 1101 Avon St	26	30.64	796.84	796.64	0.20	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	d) 1970 Furman Ct	26	29.23	760.11	759.98	0.13	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	e) 1050 Bellefonte Ave	26	25.57	665.03	664.82	0.21	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	f) 712 Stone St	26	32.17	836.47	836.42	0.05	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	g) 619 Stone St	26	25.61	665.96	665.86	0.10	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	h) 437 Satsuma St	26	20.14	523.86	523.64	0.22	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	i) 629 S Georgia Ave	26	26.00	676.06	676.00	0.06	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	j) 1059 Olive St	26	25.85	672.22	672.10	0.12	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	k) 514 S Wilson Ave	26	30.04	781.25	781.04	0.21	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	l) 1408 Donna Ave	26	32.47	844.25	844.22	0.03	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	m) 1204 Cambridge St	26	52.74	1,371.46	1,371.24	0.22	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	n) 1110 Grove Ave	26	29.94	778.60	778.44	0.16	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	o) 2019 N Cocoa Blvd	26	92.98	2,417.48	2,417.48	-	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
				49,733.04	$ 49,730.72	2.32		88,192.00	$ 88,192.00	-		69,452.50	$ 69,452.50	-		56,784.00	$ 56,784.00	-		48,840.00	$ 48,360.00	480.00
	Total All Groups				345,022.28				602,990.00				210,046.50				411,190.40				419,820.00	

P-21-26-COC Price Proposal Bid Verification Sheet - BY GROUP AREAS

	Brightview Landscaping	Airboat Addicts	Perfect Lawn & Tree Serv.	U.S. Lawns	Trimac Outdoor
Group Area 1	$ 117,569.96	$ 163,482.00	$ 140,594.00	$ 143,462.40	$ 183,960.00
Group Area 2	$ 157,637.64	$ 194,770.00	$ -	$ 160,192.00	$ 146,940.00
Group Area 3	$ 67,397.20	$ 156,546.00	$ -	$ 50,752.00	$ 40,560.00
Group Area 4	$ 49,730.72	$ 88,192.00	$ 69,452.50	$ 56,784.00	$ 48,360.00
Total All Groups	$ 392,335.52	$ 602,990.00	$ 210,046.50	$ 411,190.40	$ 419,820.00

Prepared by D. Kozlak & C. Savage 08/16/21

Letter of Transmittal

Perfection Lawn and Tree Service Inc.

1025 west 12th Street. Sanford, Florida, 32771

T0: City of Cocoa

We are greatly pleased with the opportunity to provide a proposal for this Mowing -RFP. Perfection Lawn and Tree Service Inc. is a family owned and operated corporation that has been in business since 2005. Perfection Lawn and Tree Service Inc. was established by Willie M. Jarrells, Willie has prided Perfection Lawn and Tree Service Inc. on providing, **"Quality Services at an Affordable cost"** to current and future clients.

During the course of business, Perfection Lawn and Tree Service Inc. has successfully completed multiple contracts, to include former contracts with the City of Sanford and the Palatka Housing Authority. Both of the contract agreements were completed for their full terms, no unsatisfaction was reported.

At this moment, Perfection Lawn and Tree Service Inc. serves commercial and residential properties with the ambition of growing and expanding again into government subcontracting.

Thank you

Sincerely,



8/10/2021

Individuals assigned to Mowing RFP

Willie Jarrells- President (407)314-4374

Dion Jarrells- Supervisor (407) 534-0929

Davon Jarrells- Operator (305) 877-0995

Larry Jarrells- Maintenance worker (407) 314-4374

Ronnie Armstrong- Maintenance (407)592-3077

Litigations

Perfection Lawn and Tree Service Inc. does not have in past or current litigations.

Approach to complete Scope of Work

The current employees that will be assigned to this RFP have numerous years of experience working in this field. The dynamic of this team is great, all of the parties know their rolls and what is needed to complete the task at hand. In reference to portion of the contract bided on, Perfection Lawn and Tree Service Inc. plans to send the team to the City of Cocoa twice a week to complete the following services. The work will be completed in a time effective manner, due to amount of equipment Perfection Lawn and Tree Service Inc. currently has on hand and by the way the team works as a team with individual personal handling the assigned assignments.

FAIRWINDS
CREDIT UNION

August 11, 2021

Renitra Hillsman Jarrells and Willie M. Jarrells
1025 W. 12th St.
Sanford, FL 32771

To Whom It May Concern:

This letter is to confirm that the business Perfection Lawn and Tree Service INC holds accounts that are open and active at FAIRWINDS Credit Union in which Renitra Hillsman Jarrells and Willie M. Jarrells are signers on.

If additional information is needed about this account, please contact our Member Services Team at (407) 277-5045.

Thank you,

Cynthia E.
Member Service Specialist | Online Contact Team
FAIRWINDS Credit Union

Subject CONFIRMATION: Registration Submitted for PERFECTION LAWN & TREE SERVICE Inc. / 195721217 in the U.S. Government's System for Award Management (SAM)

From <donotreply@sam.gov>

To: <perfection_lawn@yahoo.com>

Date Today at 7:14 PM

This email was sent by an automated administrator. Please do not reply to this message.

Dear Willie Jarrells,

You successfully submitted the entity registration for PERFECTION LAWN & TREE SERVICE Inc. / 195721217 in the U.S. federal government's System for Award Management (SAM). This registration record will remain in Submitted status until all external validations are complete.

What happens next?

1. If you provided a Taxpayer Identification Number (TIN), the Internal Revenue Service (IRS) will conduct a validation of your TIN and Taxpayer Name. This step can take two business days. You will get an email from SAM.gov when that review is complete.

2. Your registration will then be sent to the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Code system for assignment or validation of your CAGE Code. This step averages two business days, but the DLA CAGE team can take up to ten business days, or longer, in peak periods. You will get an email from SAM.gov when that review is complete.

3. If the DLA CAGE team has any questions, they will contact the individual you listed as the Government Business Point of Contact (POC) via email. The email will come from a dla.mil address. Please tell your

Government Business POC to respond right away to any requests from a dla.mil email. If a timely response

is not received, your registration will be returned to SAM and your registration status changed to Work in Progress. You will have to resubmit and provide the requested information to DLA CAGE to continue.

4. You will get an email from SAM.gov when your registration passes these external validations and becomes Active. Until then, use the Check Registration Status link at SAM.gov to see where your registration is in the review process.

5. If you have not previously submitted a notarized letter formally designating the Entity Administrator for your entity, you must do so now. Failure to do so within 60 days of activation may result in the registration no longer being active. NOTE: You are not required to provide a notarized letter for a federal entity registration.

Remember, this process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration from the Federal Service Desk at www.fsd.gov or by telephone at 866-606-8220 (toll free) or 334-206-7828 (internationally).

In addition, if you are located in the U.S. and its outlying areas, you can get FREE support from your local Procurement Technical Assistance Center (PTAC), an official resource for government contracting assistance. Go to http://www.aptac-us.org/ to find your closest PTAC.

Thank you,
The System for Award Management (SAM) Administrator
https://sam.gov

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "K"
References

Proposer shall submit as a part of the Proposal package, a minimum of five (5) of the most significant projects which were performed within the last three (3) years. Additional references may be provided as set forth below.

Project #1:			
Project/Event Name:	Boston Cemetery		
Type of Project/Service:	Mowing Service		
Address:	199 Boston Cemetery Road		
Contracting Agency/Client:	Antykan Ferguson	Locality Population:	
Contact Name and Phone #:	407-256-0478		
Contact Email Address and Fax #:	N/A		
Contract Amount:	$14,400.00	Date Work Performed:	once every week/monthly
Project #2:			
Project Name:	Rising Phoenix Property Management		
Type of Project/Service:	Mowing Service		
Address:	2549 - 2550 Sock		
Contracting Agency/Client:	Kimeka Mc Daniel	Locality Population:	
Contact Name and Phone #:	407-575-3405		
Contact Email Address and Fax #:	Tameka@risingphoenix.com		
Contract Amount:	$5400.00	Date Work Performed:	every two weeks a month
Project #3:			
Project Name:	Perfecting Minds Childcare		
Type of Project/Service:	Mowing Service		
Address:	240 San Marcos Ave		
Contracting Agency/Client:	Regitra Hillsman	Locality Population:	
Contact Name and Phone #:	407-878-3719		
Contact Email Address and Fax #:	Perfectingminds@yahoo.com		
Contract Amount:	$ 3,500.00	Date Work Performed:	every two weeks monthly
Project #4:			
Project Name:	Diamond Glass Company Inc.		
Type of Project/Service:	Mowing Service		
Address:	305 S Palmetto Ave		
Contracting Agency/Client:	Linda	Locality Population:	
Contact Name and Phone #:	407-330-4738		
Contact Email Address and Fax #:	bkuhn@diamondglasscompany.com		
Contract Amount:	$3000.00	Date Work Performed:	
Project #5:			
Project Name:	City of Sanford		
Type of Project/Service:	Lot Cleaning		
Address:	300 N Park Ave		
Contracting Agency/Client:	Rose	Locality Population:	
Contact Name and Phone #:	407-402-9047		
Contact Email Address and Fax #:	N/A		
Contract Amount:	200,000	Date Work Performed:	2012

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

***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 Proposer's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Proposer/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 Proposer/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 Proposer/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.

Willie M. Jarrells
AUTHORIZED SIGNATORY

Willie M. Jarrells
Typed Name of AUTHORIZED SIGNATORY

President
Title

8/10/2021
Date

Witness Signature

Don Jarrells
Typed Name of Witness

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 RFP RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "C"
Conflict of Interest Statement

This statement is submitted with Proposal, ITN, or Contract Number RFP 21-26-COC, titled City of Cocoa - Contract Mowing Services by

Perfection Lawn Tree Service Inc. whose business address is 1025 West 12th Street, Sanford, FL
[Name of entity submitting sworn statement]

_____ and its Federal Employer Identification Number (FEIN) is 76-2714078.

My name is Willie M. Jarrells and my relationship to the above is President.
[Please print name of individual signing]

A. The Proposer has made diligent inquiry and provided the information in this statement based upon its full knowledge.
B. The Proposer states that only one (1) 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.
C. 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.
D. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because of and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
E. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Department/Division/Office.
F. 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.
G. 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.
H. Section 112.313, Florida Statutes, as amended; places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. By my signature below, I hereby acknowledge the provisions as outlined in the hereto referenced statute and have provided any required and/or necessary information accordingly to date and shall commit to continue to do so in the future should I be a successful Proposer.

Please indicate if the following applies:

PART I.

☐ I am an employee, public officer, or advisory board member of the City.

_____ (List Position or Board)

☐ I am the spouse or child of an employee, public officer, or advisory board member of the City.

Name: _____

☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of

more than five percent (5%) of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.

Name: _____

☐ Respondent employs or contracts with an employee, public officer, or advisory board member of the City

Name: _____

☑ None of The Above

PART II:

Are you going to request an advisory board member waiver?

☐ I will request an advisory board member waiver under §112.313(12)

☑ I will NOT request an advisory board member waiver under §112.313(12)

☐ N/A

The City will review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any proposers, respondents, vendors, suppliers, contractors whose conflicts are not waived or exempt.

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

Willie M. Jarrells
AUTHORIZED SIGNATORY

Willie M Jarrells
Typed Name of AUTHORIZED SIGNATORY

President
Title

8/10/2021
Date

Witness Signature

Don Jarrells
Typed Name of Witness

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "D"

Non-Collusion/Lobbying Certification

This statement is submitted with Proposal, ITN, or Contract Number RFP 21-26-COC, titled City of Cocoa - Contract Mowing Services by

Perfection Lawn & Tree Service Inc. whose business address is 1025 West 12th Street Sanford, FL

[Name of entity submitting sworn statement]

_____ and its Federal Employer Identification Number (FEIN) is 26-2714078.

My name is Willie M. Jarrells and my relationship to the above is President.

[Please print name of individual signing]

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

B. **LOBBYING CERTIFICATION.**
The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No 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 in **Attachment "D", Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

Willie M. Jarrells
AUTHORIZED SIGNATORY

Willie M. Jarrells
Typed Name of AUTHORIZED SIGNATORY

President
Title

8/10/2021
Date

Witness Signature

Dan Jarrells
Typed Name of Witness

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "E"
Drug-Free Workplace Certification

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

IDENTICAL TIE PROPOSALS: Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Proposers have a drug-free workplace program.

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

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

B. Inform employees about the 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 in **Attachment "E", Drug-Free Workplace Certification**, is truthful and correct at the time of submission.

Willie M. Jarrells
AUTHORIZED SIGNATORY

Willie M. Jarrells
Typed Name of AUTHORIZED SIGNATORY

President
Title

8/10/2021
Date

Witness Signature

Dian Jarrells
Typed Name of Witness

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

City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "F"
Price Proposal and Acceptance of Proposal Terms and Conditions

The Contractor shall review and propose services within the Group Areas outlined within of this RFP. Contractors shall propose one or more Group Areas 1 – 4 or only the Group Area(s) they deem capable of providing dependable services. The Contractor shall propose an entire Group Area or multiple Group Areas, but not singular locations contained within the grouped sections.

GROUP AREA #1				
	LOCATIONS	Cuts	Price per Cut	Total
1	Fire Stations			
	a) 1740 Dixon Blvd – Fire Station #1 – Includes Fertilization, Weed Control	36	75.00	2700.00
	b) 300 Brunson Blvd – Fire Station #2 – Includes Fertilization, Weed Control	36	65.00	2,340.00
	c) 3505 Highway 524 – Fire Station #3 – Includes Fertilization, Weed Control	36	65.00	2340.00
	d) 114 First Street – Old Fire Station #1	36	40.00	1440.00
	e) 2003 Michigan Avenue – Old Fire Station #3 / Include field out back behind gate	36	75.00	2700.00
2	Police Department – 1226 W. King Street / Include Pond to the west / Controlled Access – Includes Fertilization, Weed Control	36	80.00	2880.00
3	Cocoa Boulevard / U.S. 1 Medians and Rights of Way, Weed Control	36	2669.00	96,084.00
4	Clearlake Rd Rights of Way – Dixon Blvd to Industry Road, Weed Control	26	265.00	6,890.00
5	Harry T. Moore Center & Museum – 307 Blake Ave, Weed Control	36	55.00	1980.00
6	Cemeteries			
	a) Pinecrest Cemetery – 815 Clearlake Road	36	125.00	4500.00
	b) Evergreen Cemetery – 816 Clearlake Road	36	65.00	2340.00
	c) Hilltop Cemetery – 301 N. Cocoa Boulevard	36	175.00	6300.00
	d) Cocoa Cemetery – 101 N. Cocoa Boulevard	36	125.00	4500.00
7	B.A. Morse Park / Emma Jewel Storm Water Pond – 901 Barbara Jenkins St.	36	100.00	3600.00
	Twice a month Oct. 1st to April 30th / 4 times a month from May 1st to Sept. 30			

GROUP AREA # 2				
	LOCATIONS	Cuts	Price per Cut	Total
8	Water Field Operations – 351 Shearer Blvd / Include Fleet Maintenance @ 301 Shearer Blvd, Weed Control	26		
9	King Street / S.R. 520 Medians and Rights of Way, Weed Control (36 cuts)	36		
10	Rosetine St. Rights of Way from Range Road to Church on S. side and EFSC on the N. side	26		
11	Range Rd Rights of Way from City Limits on South side North to transition into Michigan Ave	26		
12	Michigan Ave Rights of Way from Clearlake Rd west to Range Road. Includes larger section curve to Range	26		
13	Lee Wenner Park – 300 Riveredge Blvd	26		
14	Highway 524 Rights of Way from Industry Road to Cox Road	26		
15	Gray Rd. Rights of Way from City Limits to Hooper Rd	26		
16	Hooper Rd. Rights of Way from Gray Rd to Range Rd	26		
17	Cocoa Conservation Area – 1714 Cocoa Bay Blvd.	26		
18	London Blvd Rights of Way + Open Field by lift station	26		
19	North Road Rights of Way	26		
	Twice a mont Oct 1st to July 31 / Threes times a month August and September except for King Street			

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

GROUP AREA # 3				
	LOCATIONS	Cuts	Price per Cut	Total
20	Peachtree Street Rights of Way – Forrest Ave to Pineda St	26		
21	Museum – 2201 Michigan Avenue	26		
22	Bernard Easement – 533 Bernard St N/A	26		
23	N. Fiske ROW from Dixon to Anderson Park	26		
24	S. Fiske ROW from Rosa L Jones Dr to King St (SR 520)	26		
25	Cocoa Lakes Dr. Rights of Way from Michigan Ave. to Private Development	26		
26	Jackson St. Rights of Way from S. Varr Ave to City Limits near 505 Abbey Lane	26		
27	Jackson St. easement that runs from Jackson St. south to Rosa L. Jones Drive	26		
28	Forrest Ave. Rights of Way from Willard St. north to N. Cocoa Blvd. (U.S. 1)	26		
29	Bracco Pond Parking – 950 Plaza Parkway	26		
	Twice a month Oct 1st to July 31 / Threes times a month August and September			

GROUP AREA # 4				
	LOCATIONS	Cuts	Price per Cut	Total
30	Stone Street Rights of Way – S. Fiske Blvd to Railroad Tracks	26	285.00	7,410.00
31	Pineda St. Rights of Way from Peachtree St. to Dixon Blvd	26	385.00	16,010.00
32	Townsend Rd Rights of Way from S.R. 520 north to last property. Include Pond on East side near 1st curve	26	650.00	16,900.00
33	Dixon Blvd. Rights of Way from N. Indian River Dr. to Clearlake Road	26	650.00	16,900.00
34	Residential Lots			
	a) 1043 Peachtree St.	26	46.75	1215.50
	b) 801 Eden ST	26	46.75	1215.50
	c) 1101 Avon St	26	46.75	1215.50
	d) 1970 Furman Ct	26	46.75	1215.50
	e) 1050 Bellefonte Ave	26	46.75	1215.50
	f) 712 Stone St	26	46.75	1215.50
	g) 619 Stone St	26	46.75	1215.50
	h) 437 Satsuma St	26	46.75	1215.50
	i) 629 S Georgia Ave	26	46.75	1215.50
	j) 1059 Olive St	26	46.75	1215.50
	k) 514 S Wilson Ave	26	46.75	1215.50
	l) 1408 Donna Ave	26	46.75	1215.50
	m) 1204 Cambridge St	26	46.75	1215.50
	n) 1110 Grove Ave	26	46.75	1215.50
	o) 2019 N Cocoa Blvd	26	46.75	1215.50
	Twice a month Oct 1st to July 31 / Threes times a month August and September			

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

GROUP AREA # 3				
	LOCATIONS	Cuts	Price per Cut	Total
20	Peachtree Street Rights of Way – Forrest Ave to Pineda St	26		
21	Museum – 2201 Michigan Avenue	26		
22	Bernard Easement – 533 Bernard St	26		
23	N. Fiske ROW from Dixon to Anderson Park	26		
24	S. Fiske ROW from Rosa L Jones Dr to King St (SR 520)	26		
25	Cocoa Lakes Dr. Rights of Way from Michigan Ave. to Private Development	26		
26	Jackson St. Rights of Way from S. Varr Ave to City Limits near 505 Abbey Lane	26		
27	Jackson St. easement that runs from Jackson St. south to Rosa L. Jones Drive	26		
28	Forrest Ave. Rights of Way from Willard St. north to N. Cocoa Blvd. (U.S. 1)	26		
29	Bracco Pond Parking – 950 Plaza Parkway	26		
	Twice a month Oct 1st to July 31 / Threes times a month August and September			

NA

GROUP AREA # 4				
	LOCATIONS	Cuts	Price per Cut	Total
30	Stone Street Rights of Way – S. Fiske Blvd to Railroad Tracks	26	285.00	7410.00
31	Pineda St. Rights of Way from Peachtree St. to Dixon Blvd	26	385.00	10,010.00
32	Townsend Rd Rights of Way from S.R. 520 north to last property. Include Pond on East side near 1st curve	26	450.00	11,700.00
33	Dixon Blvd. Rights of Way from N. Indian River Dr. to Clearlake Road	26	650.00	16,900.00
34	Residential Lots			
	a) 1043 Peachtree St.	26	40.00	1040.00
	b) 801 Eden ST	26	40.00	1040.00
	c) 1101 Avon St	26	40.00	1040.00
	d) 1970 Furman Ct	26	40.00	1040.00
	e) 1050 Bellefonte Ave	26	40.00	1040.00
	f) 712 Stone St	26	40.00	1040.00
	g) 619 Stone St	26	40.00	1040.00
	h) 437 Satsuma St	26	40.00	1040.00
	i) 629 S Georgia Ave	26	40.00	1040.00
	j) 1059 Olive St	26	40.00	1040.00
	k) 514 S Wilson Ave	26	40.00	1040.00
	l) 1408 Donna Ave	26	40.00	1040.00
	m) 1204 Cambridge St	26	40.00	1040.00
	n) 1110 Grove Ave	26	40.00	1040.00
	o) 2019 N Cocoa Blvd	26	40.00	1040.00
	Twice a month Oct 1st to July 31 / Threes times a month August and September			

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

	Group Areas	Sub Totals
1	Group Area 1	140,594.00
2	Group Area 2	N/A
3	Group Area 3	N/A
4	Group Area 4	61,620.00
	Grand Total	$202,214.00

NOTE #1: The estimated quantities are an approximate only and are not guaranteed. The City does not assume any responsibility that the actual quantities purchased shall remain in strict accordance with the estimated quantities, nor shall the Contractor cause misunderstanding or deception because of such estimate of quantities or of the character, locations of the work, or other conditions pertaining thereto. Any related positions not referenced above may be attached to the back of this page. A brief position description must also be included.

1. OPTIONAL PRICING

NA	

NOTE #2: The Proposer must include a task and fee (by position) schedule breakdown based on the proposed hourly rates. This document is to be inserted at the end of Attachment "F", Price Schedule and Acceptance of Terms and Conditions and identified as OPTIONAL PRICING SCHEDULE.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "G"
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. 1 Dated: Aug 3, 2021

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 **Attachment "G", Addendum Receipt Acknowledgement Certification**, is truthful and correct at the time of submission.

Proposer/Contractor Name: Perfection Lawn & Tree Service Inc.

Mailing Address: 1025 West 12th Street, Sanford, FL

Telephone Number: 407-314-4374 Fax Number: N/A E-mail Address: Perfection_lawn@yahoo.com

Willie M. Jarrells — Authorized Signatory

Willie M. Jarrells — Printed Name

FEIN: 26-2714078 DUNS: 19-572-1217

President — Title

8/10/2021 — Date

CAGE Code: N/A As issued through www.sam.gov

Submitted Information existing Code, Proof email provided

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

Finance Department
Purchasing

65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

August 3, 2021

Addendum 1
To the Bidding/Contract Documents and Specifications:
RFP 21-26-COC
Contract Mowing Services

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications for the **Mowing Services** as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

1. This addendum includes and addresses the following questions:

   a. What is the price of the current contract for this bid & what was the bid tabulation from the last time it went out to bid?

      Our current working total with U.S. Lawns is $217,274.40.
      Notice of Award dated 11/14/2018 is listed at $121,200, copy attached.
      Bid tabulation for B-19-05-COC also attached.

   b. First, could you send over the current contract that you are working under? **Current contract attached.**

   c. Second, was there any reason for going out to bid? **Contract expiration.**

   d. Did the old contract expire or was it something else? **Contract expires 09/30/21.**

   e. Finally, how satisfied are you with the current service? **The City currently has to stay on top of US Lawns to do the work that they are contracted to do. US Lawns will try to correct their issues but it takes them awhile and then they do the same thing over again. On a scale of 1 to 10 they are about a 5.**

   f. Is the current company meeting expectations or could things be better? **US Lawns could do a lot better with their service but they lack in a lot of areas:**

      a) **The median maintenance is one that is a big eye sore. They have bad habits of not picking up trash or green waste.**
      b) **The mowing maintenance lacks completion of all required tasks such as the edging of the sidewalks. When brought to US Lawns attention they rectify**

the issues however, when they complete the job the next time the same issue happens once again.

g. Do you know where I could find last year's submitted proposals for all vendors for the landscape maintenance contract? To my knowledge, this is public information. **All public records requests must be requested through the City of Cocoa City Clerk's office.**

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.

V/r

Rebecca Bowman, MBA, CGFO, CGFM
Finance Director

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "I"

Proposed Schedule of Subcontractor Participation

☐ No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: RFP-21-26-COC	
Title: City of Cocoa - Contract Mowing Services		Total Project Amount: $	
Subcontractor Minority Code (if applicable) Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract Dollar Value
	J & N Lawn Reenforcement Pest Control 1226 Majestic Palm Ct Apopka FL	Weed Control	5%
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 Proposer, 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 in **Attachment "I", Proposed Schedule of Subcontractor Participation**, is truthful and correct at the time of submission.

Proposer/Contractor Name: Perfection Lawn & Tree Service Inc.

Mailing Address: 1025 West 12th Street, Sanford, FL

Telephone Number: 407-314-4374 Fax Number: N/A E-mail Address: Perfection-lawn@yahoo.com

Willie M. Jarrells Willie M. Jarrells FEIN: 26-2714078 DUNS: 19-572-1217

Authorized Signatory Printed Name

President 8/10/2021 CAGE Code: N/A

Title Date As issued through www.sam.gov

Existing Code prof email provided

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "J"

Contractor Certification Regarding Scrutinized Companies
(Contracts of $1,000,000.00 or more)

Section 287.135, Florida Statutes, prohibits local governments from contracting with companies, for goods or services of One Million and 00/100 Dollars ($1,000,000.00) or more 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 Cuba or Syria. Both lists are created pursuant to section 215.473, Florida Statutes. In addition, the CONTRACTOR shall not be 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.

As the person authorized to sign on behalf of the CONTRACTOR, I hereby certify that the company identified below in the section entitled "Bidder/Contractor Name" is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. In addition, the CONTRACTOR 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 understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the CONTRACTOR 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 firm, certify that the information as provided in **Attachment "J", Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Proposer/Contractor Name: Perfection Lawn & Tree Service Inc.

Mailing Address: 1025 West 12th Street, Sanford, FL

Telephone Number: 407-314-4374 Fax Number: N/A E-mail Address: Perfection-lawn@yahoo.com

Willie M. Jarrells Willie M. Jarrells FEIN: 26-2714078 DUNS: 19-572-1217

Authorized Signatory Printed Name

President 8/10/2021 CAGE Code: N/A

Title Date As issued through www.sam.gov

existing Code proof email provided

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE (when applicable)

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "L"
Federal Non-Collusion/Lobbying Certification

This statement is submitted with Proposal, ITN, or Contract Number RFP 21-26-COC, titled City of Cocoa - Contract Mowing Services by Perfection Lawn & Tree Service Inc. whose business address is 1025 West 17th Street, Sanford, FL
[Name of entity submitting sworn statement]
and its Federal Employer Identification Number (FEIN) is 26-2714078.

My name is Willie M. Jarrells and my relationship to the above is President.
[Please print name of individual signing]

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

B. **LOBBYING CERTIFICATION.**
The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each failure."

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "L", Federal Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

Willie M. Jarrells
AUTHORIZED SIGNATORY

Willie M. Jarrells
Typed Name of AUTHORIZED SIGNATORY

President
Title

8/10/2021
Date

Witness Signature

Dion Jarrells
Typed Name of Witness

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "M"

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Proposer certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

A. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

B. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

D. Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Cocoa. The Proposer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City of Cocoa. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Cocoa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "M", Certification Regarding Debarment, Suspension, and Other Responsibility Matters**, is truthful and correct at the time of submission.

Proposer/Contractor Name: Perfection Lawn & Tree Service Inc.

Mailing Address: 1025 West 12th Street, Sanford, FL

Telephone Number: 407-314-4374 Fax Number: N/A E-mail Address: Perfection_lawn@ychoo.com

Willie M. Jarrells Willie M. Jarrells FEIN: 26-2714078 DUNS: 19-572-1217

Authorized Signatory Printed Name

President 8/10/2021 CAGE Code: N/A

Title Date As issued through www.sam.gov

Expiring Code Proof Email Provided

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "N"

Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses

Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

A. The subcontractor is bound by the terms of this Agreement;

B. The subcontractor is bound by all applicable state and federal laws and regulations; and

C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "N", Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses**, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Proposer.

Proposer/Contractor Name: Perfection Lawn & Tree Service Inc.

Mailing Address: 1025 W 12th Street, Sanford

Telephone Number: 407-314-4374 Fax Number: N/A E-mail Address: Perfection-lawn@yahoo.com

Willie M. Jarrells — Willie M. Jarrells — FEIN: 26-2714078 — DUNS: 19-572-7217

Authorized Signatory — Printed Name

President — 8/10/2021 — CAGE Code: N/A

Title — Date — As issued through www.sam.gov

Awaiting Code
Proof email provided

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "H"
Organizational Information

The proposer 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/Proposer 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	Florida
Principal Place of Business (Enter Address)	1025 West 12th Street
Federal I.D. or Social Security Number	26-2714078

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

Proposer/Contractor Name: Perfection Lawn & Tree Service Inc.

Mailing Address: 1025 West 12th Street, Sanford, FL

Telephone Number: 407-314-4374 Fax Number: N/A E-mail Address: Perfection_lawn@ychoo.com

Willie M. Jarrells
Authorized Signatory

Willie M. Jarrells
Printed Name

FEIN: 26-2714078 DUNS: 19-572-1217

President
Title

8/10/2021
Date

CAGE Code: N/A
As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

Security Code Proof Email provided

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the City of Cocoa Purchasing & Contracts Division for the price set forth herein in **Attachment "F" Price Proposal and Acceptance of Proposal Terms and Conditions**. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: Perfection Lawn & Tree Service Inc.

Mailing Address: 1025 West 12th Street, Sanford, FL

Telephone Number: 407-314-4374 Fax Number: N/A E-mail Address: Perfection_lawn@yahoo.com

Willie M. Jarrells — Authorized Signatory

Willie M Jarrells — Printed Name

FEIN: 26-2714078 DUNS: 19-572-1217

President — Title

8/10/2021 — Date

CAGE Code: N/A
As issued through www.sam.gov

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was executed before me this 10 day of August, 2021, by Willie M. Jarrells as President of Perfection Lawn & Tree Service Inc. 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 Florida DL as identification.

Erica L. McCloud

NOTARY PUBLIC, State of FL

(stamp)

Notary Public State of Florida
Erica Mccloud
My Commission GG 919981
Expires 01/31/2024

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "P"

E-Verify Contractor Affidavit

I hereby certify that Perfection Lawn & Tree Service Inc. [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 Perfection Lawn & Tree Service Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Willie M. Jarrells

Print Name: Willie M. Jarrells

Date: 8/11/21

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ (date) by Willie M. Jarrells (name of officer or agent, title of officer or agent) of Perfection Lawn Tree (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Florida DL (type of identification) as identification.

Erica L. Mccloud

[Notary Seal] Notary Public

Erica L. Mccloud

Name typed, printed, or stamped

My Commission Expires: _____

Notary Public State of Florida
Erica Mccloud
My Commission GG 919981
Expires 01/31/2024

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 06, 2021
Secretary of State
3980981050CC

DOCUMENT# P12000018973

Entity Name: PERFECTION LAWN AND TREE SERVICE INC

Current Principal Place of Business:

1025 W 12TH STREET
SANFORD, FL 32771

Current Mailing Address:

1025 W 12TH STREET
SANFORD, FL 32771

FEI Number: 26-2714078

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

JARRELLS, RENITRA
1025 W 12TH STREET
SANFORD, FL 32771 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P	Title	VP
Name	JARRELLS, WILLIE	Name	JARRELLS, RENITRA
Address	1025 W 12TH STREET	Address	1025 WEST 12TH STREET
City-State-Zip:	SANFORD FL 32771	City-State-Zip:	SANFORD FL 32771

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: WILLIE JARRELLS PRESIDENT 04/06/2021

Electronic Signature of Signing Officer/Director Detail — Date

CITY OF SANFORD
Building Division
PO Box 1788, Sanford, FL 32772-1788

2021

LOCAL BUSINESS TAX RECEIPT

VALID THROUGH SEPTEMBER 30, 2021

PERFECTION LAWN AND TREE SERVI
1025 W 12TH ST

SANFORD FL 32771

This receipt is a local business tax only. It does not permit the local business taxpayer to violate any existing zoning or regulatory laws of the state or county, nor does it exempt the business taxpayer from any other license or permits required by law.

Issue Date:	10/06/2020	**BTR #:**	BTR19-027854
Business Location:	1025 West 12TH Street		

Classification	**Amount**
Service/Home Office	
• Lawn Maintenance	37.50
10% Late Fee	3.75
TOTAL:	**41.25**

Comments: LAWN MAINT/TREE SERVICES
Restrictions:

SEMINOLE COUNTY TAX RECEIPT REQUIRED
ORIGINAL TAX RECEIPT MUST BE DISPLAYED ON PREMISES

SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630 SANFORD, FL 32772 • 407-665-1060
WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/21

PERFECTION LAWN AND TREE
SERVICE INC
1025 W 12TH STREET
SANFORD, FL 32771
WILLIE M JARRELLS (OWNER)

Account #: 136404

NOT REGULATED

**SANFORD CITY LICENSE REQUIRED **

Receipt #: 10272020100113641 Amount Paid: $ 27.50 Date Paid: 10/01/2020

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

- **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** The Business Tax Receipt shall be conspicuously at the place of business in such a manner that it can be open to the view of the public and to all persons authorized by all duly authorized officers of the County. Upon request, or any business shall exhibit the same to any officer of the state, county or municipality.

- **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued for the fiscal period beginning July 1st of each year and shall expire on September 30th of the following year. These Business Tax Receipts issued or renewed after the Beginning Business Tax shall be delinquent and subject to a delinquency penalty of 10% for the month of October and 5% for each month of delinquency thereafter until paid, provided that the total penalty shall not exceed 25% of the Business Tax for the delinquent establishment (Florida Statute [FS] 205.053 (1)).

A penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax Receipt (FS) 205.053 (2)).

This Business Tax Receipt is only a receipt for business taxes paid to issue the permit for privilege of engaging in, managing, or conducting business within the state, county, or municipality, nor does it exempt the holder from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

REPORT ALL CHANGES: The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would affect the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7630.

PERFECTION LAWN AND TREE
SERVICE INC
1025 W 12TH STREET
SANFORD, FL 32771

Detail Information

Close Print

Name:	License:
J&N LAWN REENFORCEMENT PEST CONTROL	JB281592

Original Issue Date:	Issue Date:	Expiration Date:	Status
2/22/2019	2/24/2021	2/28/2022	Normal

License Categories:

Pest Control Company

Address

1226 MAJESTIC PALM CT
APOPKA, FL 32712

Phone

407-703-9735

Company Employees

Please click a name to view the details.

Name	License Num
OWENS,JAMES ALVIN	JE87128
OWENS,JAMES ALVIN	JF243715
OWENS,NADEGE	JE291350

Employee Count 3

Tax Collector Scott Randolph

2020 EXPIRES 9/30/2021 3117-1211302

3117	PEST CONTROL	$30.00	1 EMPLOYEE	3125	LAWN CARE	$30.00	1 EMPLOYEE

TOTAL TAX	$60.00
REGULATED WASTE	$50.00
PREVIOUSLY PAID	$110.00
TOTAL DUE	$0.00

OWENS JAMES A

J&N LAWN REENFORCEMENT PEST CONTROL LLC
OWENS JAMES A
1226 MAJESTIC PALM CT
APOPKA FL 32712

1226 MAJESTIC PALM CT (MOBILE)
U - APOPKA, 32712

PAID: $110.00 0098-00969490 9/21/2020

Tax Collector Scott Randolph — Local Business Tax Receipt — Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2020 EXPIRES 9/30/2021 3117-1211302

3117	PEST CONTROL	$30.00	1 EMPLOYEE	3125	LAWN CARE	$30.00	1 EMPLOYEE

TOTAL TAX	$60.00
REGULATED WASTE	$50.00
PREVIOUSLY PAID	$110.00
TOTAL DUE	$0.00

OWENS JAMES A

J&N LAWN REENFORCEMENT PEST CONTROL LLC
OWENS JAMES A
1226 MAJESTIC PALM CT
APOPKA FL 32712

1226 MAJESTIC PALM CT (MOBILE)
U - APOPKA, 32712

PAID: $110.00 0098-00969490 9/21/2020

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA •

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/10/2021

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

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

PRODUCER	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State National Insurance Company, Inc.	12831
INSURED jamss owens J&N Lawn ReEnforcement pest control llc 1226 Majestic Palm Ct Apopka, FL 32712	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 8058034 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			NXTOVLQTTJ-01-GL	01/27/2021	01/27/2022	EACH OCCURRENCE	$1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000.00
							MED EXP (Any one person)	$10,000.00
							PERSONAL & ADV INJURY	$1,000,000.00
							GENERAL AGGREGATE	$1,000,000.00
							PRODUCTS - COMP/OP AGG	$1,000,000.00
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Contractors Errors and Omissions			NXTOVLQTTJ-01-GL	01/27/2021	01/27/2022	Each Occurrence: Aggregate:	$10,000.00 $20,000.00

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

Proof of Insurance.

CERTIFICATE HOLDER

jamss owens
J&N Lawn ReEnforcement pest control llc
1226 Majestic Palm Ct
Apopka, FL 32712

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2021

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

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

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME:	
	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED Perfection Lawn and Tree Service Inc. 1025 WEST 12TH ST SANFORD FL 32771	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			UDC-1867018-CGL-20	12/06/2020	12/06/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ S/T Gen. Agg.
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

City of Cocoa RFP P-21-26-COC Amended Pricing

By signing below, I acknowledge that Perfection Lawn and Tree Service will reduce the submitted price for Area 4 of the City of Cocoa's RFP # P-21-26-COC Contract Mowing Services by $15,000. My pricing was $69,452.50. The amended price is $54,452.50. I also acknowledge that I am an authorized representative that can legally bind Perfection Lawn and Tree Service.

Willie M. Jarrells

Printed Name

Willie M. Jarrells

Signature

9/7/2021

Date

City of Cocoa Mowing Services Master Scoring Sheet for RFP-21-26-COC Contract Mowing Services
August 30, 2021 9:32AM

Evaluation Criteria			Perfect Lawn											
			Kenny				Tony				Frank			
Tab Assignment	Category	Maximum Points (100 pts)	Group 1	Group 2	Group 3	Group 4	Group 1	Group 2	Group 3	Group 4	Group 1	Group 2	Group 3	Group 4
A	Firm's Qualifications and Experience	30	15			20	30			30	20			20
B	Similar Projects	20	10			15	20			15	15			15
C	Project Approach	15	15			15	10			15	10			10
D	RFP Solicitation Response Required Forms	10	10			10	10			10	10			10
E	Fee Schedule	15	15			15	15			10	15			10
F	Additional Information	10	10			10	10			10	10			10
		TOTAL	75	0	0	85	95	0	0	90	80	0	0	75

			Airboat											
			Kenny				Tony				Frank			
Tab Assignment	Category	Maximum Points (100 pts)	Group 1	Group 2	Group 3	Group 4	Group 1	Group 2	Group 3	Group 4	Group 1	Group 2	Group 3	Group 4
A	Firm's Qualifications and Experience	30	20	20	20	20	20	20	20	25	25	25	25	25
B	Similar Projects	20	10	10	10	10	5	10	10	15	20	20	20	20
C	Project Approach	15	7	7	7	7	5	10	10	15	15	15	15	15
D	RFP Solicitation Response Required Forms	10	10	10	10	10	10	10	10	10	10	10	10	10
E	Fee Schedule	15	15	15	15	15	5	5	5	5	5	5	5	5
F	Additional Information	10	6	6	6	6	5	5	5	5	10	10	10	10
		TOTAL	68	68	68	68	50	60	60	75	85	85	85	85

			US Lawns											
			Kenny				Tony				Frank			
Tab Assignment	Category	Maximum Points (100 pts)	Group 1	Group 2	Group 3	Group 4	Group 1	Group 2	Group 3	Group 4	Group 1	Group 2	Group 3	Group 4
A	Firm's Qualifications and Experience	30	20	20	20	20	30	30	30	30	30	30	30	30
B	Similar Projects	20	20	20	20	20	20	20	20	20	20	20	20	20
C	Project Approach	15	8	8	8	8	15	15	15	15	15	15	15	15
D	RFP Solicitation Response Required Forms	10	10	10	10	10	10	10	10	10	8	8	8	8
E	Fee Schedule	15	15	15	15	15	14	10	15	15	10	15	15	15
F	Additional Information	10	5	5	5	5	10	10	10	10	5	5	5	5
		TOTAL	78	78	78	78	99	95	100	100	88	93	93	93

Evaluation Criteria - Combined Scores			Perfect Lawn				Airboat				US Lawns			
Tab Assignment	Category	Maximum Points (100 pts)	Group 1	Group 2	Group 3	Group 4	Group 1	Group 2	Group 3	Group 4	Group 1	Group 2	Group 3	Group 4
A	Firm's Qualifications and Experience	30	65	0	0	70	65	65	65	70	80	80	80	80
B	Similar Projects	20	45	0	0	45	35	40	40	45	60	60	60	60
C	Project Approach	15	35	0	0	40	27	32	32	37	38	38	38	38
D	RFP Solicitation Response Required Forms	10	30	0	0	30	30	30	30	30	28	28	28	28
E	Fee Schedule	15	45	0	0	35	25	25	25	25	39	40	45	45
F	Additional Information	10	30	0	0	30	21	21	21	21	20	20	20	20
		TOTAL	250	0	0	250	203	213	213	228	265	266	271	271
		Group Ranking	2	0	0	2	3	2	2	3	1	1	1	1

U.S. LAWNS®

374 Commerce Parkway
Rockledge, FL 32955
(321) 636-0655

August 13, 2021

City of Cocoa Finance Department
65 Stone Street
Cocoa, FL 32922
Attn: Purchasing & Contracts Division
Re: Letter of Transmittal; Solicitation Number RFP-21-26-COC

Contractor: Micnor Corp dba US Lawns of Brevard

Mailing Address: 374 Commerce Parkway Rockledge FL, 32955 **Office Number:** (321) 636-0655

Primary contact name: Brandon Silverstein **Email address:** Brandon@uslawnsofbrevard.com

Cell Phone Number: (321) 863-7697

Number of years in business: 15 years

FL Licensing:
Landscape License 885037799, **Irrigation License** 08-IR-CT-00139, **Fertilization License** JB167039

Total number of Employees: 90 Employees; Average number of years employed: 4 Years

Equipment: 30 service vehicles, 30 mowers, Pole Cat Aerial Lift, DZ Trencher, 15 Chainsaws, 60 two cycle equipment, and Bobcat.

Key Staff Members:

Brandon Silverstein- Owner

Lindsay Silverstein- Market Manager

Amanda Chaplin- Office Manager

Everardo Berdel - Account Manager

Brian Kowalczik- Landscape Installation

Shane Kersten – Operations Manager

Laurie Hazley- Accounting

Josh Speer – Account Manger

Mark Avery- Account Manager

Chris Doughty- Irrigation Department Manager

Brandon Silverstein, Owner
US Lawns of Brevard

U.S. LAWNS®

374 Commerce Parkway
Rockledge, FL 32955
(321) 636-0655

Background Info:

US Lawns specializes in landscape management. An Operation Manager meets with our team on site on a weekly basis to ensure we are not only providing, but exceeding the expectations of the community. While on site he is available to meet with the BOD or representative to answer any question or to give guidance. Documented reports are given after every service to provide outstanding communication (please see information package). The dedicated Account Manager is required to meet with the BOD, monthly to listen and provide feedback to make sure that our customer and team are on the same page. The Crew Leader is trained in plant ID, turf and ornamental disease, arbor care, and irrigation management. This training provides another set of eyes on the property. The crew leader is able to create work orders while in the field. For example, if he notes a patch of Chinch bugs he can have the home office create a work order for Fertilization Tech to come treat trouble area.

Please review our qualification package that provides information; on our employees, uniform polices, drug free work place safety training, a list of our written communication, and other information about US Lawns.

Emergency Response:

US Lawns of Brevard has special provision for emergency situations. The primary contact has the ability to be reached 24 hours a day 365 days per year. If the contact is not accessible the client has a list of three other contacts that will be able to handle any situation that may arise. Due to the fact that our home base is only 16 miles away and approximately 25 minutes- we are able to mobilize crews within an hour. US Lawns only preforms work in Brevard County. In the case of emergency situation we can pull crews working on non-emergencies. US Lawns is also a franchise with over 25 locations in Florida. If a catastrophe was to hit Brevard County we have the ability to pull an additional 50 trucks and 100 people.

U.S. LAWNS®

374 Commerce Parkway
Rockledge, FL 32955
(321) 636-0655

Past and Present Contracts of Comparable Size:

US Lawns of Brevard provides landscape maintenance to the following Customers.

1. United Launch Alliance- Lawn Maintenance 19 cuts per year of test facilities and launch pads. Total Acres of area maintained 253.

2. Patrick Family Housing- Landscape Management to include all housing of North, Central, Pelican Coast, SOH, and Green Spaces. Services included; lawn maintenance, irrigation maintenance and repairs 104 visits, fertilization, weed control, pest control and landscape upgrades as requested. Total acres 228.

3. Rockwell Collins- Landscape Maintenance of grounds. Services included; irrigation maintenance and repairs 12 visits, tree trimming once per year, mulch 1 application, and 6 fertilization applications. Total acres of lawn area 30.

4. DRS- Landscape Maintenance of grounds. Services; included irrigation maintenance and repairs 12 visits, tree trimming once per year, mulch 1 application and 6 fertilization applications. Total acre of lawn area 16 acres.

5. Melbourne International Airport- Landscape Maintenance of grounds. Services included irrigation Maintenance and repairs, tree trimming once per year, mulch 1 application, and 2 fertilization applications. Total acres of lawn area 57.

6. Sheltair - Landscape Maintenance office complex, hangars and runway area. Services included irrigation Maintenance and repairs, and 4 Fertilization applications. Total acre of lawn area 57 acres

U.S. LAWNS®

374 Commerce Parkway
Rockledge, FL 32955
(321) 636-0655

What Makes Us Unique

Through involved local ownership, we stay on top of landscape details. Just as importantly, we also belong to a national organization of Landscape Management experts, which helps us ensure ongoing best-practices, products and equipment and provide continuing landscape education for our employees. This local-to-national approach translates to better service for our clients.

Professional Administrative Start-Up Process

- Inspection pictures
- Setting 30-day goals
- Establishing a record that serves as a base-line for ongoing project evaluation

Ongoing Landscape Management Process

- Providing a weekly written report on what has been done
- Detailing items of concern
- Recording customer feedback
- Conducting monthly onsite inspections with our client to score the property, according to goals set.

Comprehensive Landscape Management Services

- Initial and Ongoing Landscape Assessment Reviews
- Professional Landscape Design Services and Installations for Industrial and Commercial Properties
- Lawn and Ornamentals Care and Consultation
- Expert Turf Maintenance, Mowing, and Edging
- Fertilizer and Pre- and Post-Emergent Weed Control
- Insect and Disease Control
- Plant, Shrub and Groundcover Maintenance
- Irrigation: Installation of Sprinkler Systems,
- System Checks and Service
- Plantings for Seasonal Color and As Needed)
- Shaping and/or Removal of Palms and Other Large Trees
- Retention Pond Maintenance
- Arborist Service

"B"

U.S. LAWNS®

374 Commerce Parkway
Rockledge, FL 32955
(321) 636-0655

Individuals and Qualifications:

Josh Speer, Account Manager:

- Email: josh@uslawnsofbrevard.com
- Phone: (321) 304-5208
- 5 years of industry experience with a certification in Best Management Practices; Josh will be the primary contact for this project and will routinely check in with his crews on site to ensure daily operations are running smoothly. Josh can be contacted regarding quality, any additional projects that may be requested, and scheduling.

Shane Kersten, Operations Manager:

- Email: shane@uslawnsofbrevard.com
- Phone: (321) 505-1157
- Over 20 years of industry experience; Shane will be the second line of contact in regards to this project and will assist in scheduling and quality control.

"B"

UF IFAS UNIVERSITY of FLORIDA

Certificate of Training
Best Management Practices
Florida Green Industries

GV001446-1
Certificate #

GV001446
Trainee ID #

Brandon C. Silverstein

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer	Instructor	Date of Class	DEP Program Administrator
	C. White	11/12/2007	

Not valid without seal

UF IFAS UNIVERSITY of FLORIDA

Certificate of Training
Best Management Practices
Florida Green Industries

GV909716-1
Certificate #

GV909716
Trainee ID #

Josh T. Speer

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer	Instructor	Date of Class	DEP Program Administrator
	T. Wichman	3/1/2019	

Not valid without seal

11C 9

U.S. LAWNS®

374 Commerce Parkway
Rockledge, FL 32955
(321) 636-0655

Litigation:

N/A

"D"

CHASE

John Zehrer
Senior Business Relationship Manager
Business Banking

August 13, 2021

City of Cocoa
65 Stone Street
Cocoa, Florida 32922

RE: MICNOR Corp D/B/A US Lawns of Brevard

To Whom it May Concern:

I am writing to you today to provide you with the bank information you've requested in regards to MICNOR Corp D/B/A US Lawns of Brevard.

They have been a client of Chase Bank here in Brevard County since February of 2017. They maintain average deposit balances in the Mid to Upper 6 figures. They pay all loan obligations as agreed and have had no NSF/OD activity on their accounts whatsoever.

They are a highly valued client of Chase Bank.

If you should have any questions, please feel free to contact me at (321) 604.1733

Best Regards,

JOHN ZEHRER

John Zehrer
Vice President Business Banking

TITLE: City of Cocoa – Contract Mowing Services

Attachment "B"
Insurance Requirements

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

1. AUTOMOBILE: $1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage per accident;
2. GENERAL LIABILITY: $1,000,000.00 each occurrence;
3. GENERAL AGGREGATE: $2,000,000.00;
4. PROFESSIONAL LIABILITY COVERAGE: $1,000,000.00; and
5. 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 proposer understands and acknowledges that it shall be solely responsible for any and 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 Proposer/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 Proposer/Contractor and/or subcontractor shall provide the City's Human Resources/Risk Management 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 Human Resources/Risk Management Division
   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.

MICNCOR-01 DSMITH2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/3/2021

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

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

PRODUCER	CONTACT NAME:	
Hub International Florida 1560 Orange Avenue Suite 750 Winter Park, FL 32789	PHONE (A/C, No, Ext): (321) 255-2220	FAX (A/C, No): (321) 255-7770
	E-MAIL ADDRESS: Certificates.FLA@HubInternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Indemnity Company	23280
INSURED	INSURER B : Wesco Insurance Company	25011
Micnor Corp. dba US Lawns of Brevard 374 Commerce Parkway Rockledge, FL 32955	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		ENP053-5654	5/5/2021	5/5/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Standard Contractual						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			EBA053-5654	5/5/2021	5/5/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			ENP053-5654	5/5/2021	5/5/2022	AGGREGATE	$ 1,000,000
	DED RETENTION $						Over GL,AL,EL	$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		WWC3511648	1/1/2021	1/1/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Equipment Floater			ENP053-5654	5/5/2021	5/5/2022	Leased/Rented	25,000
A	Crime/Employee Theft			ENP053-5654	5/5/2021	5/5/2022	$500 ded.	25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Cocoa is included as an Additional Insured for General Liability, when required in a written contract or agreement with the Insured.

CERTIFICATE HOLDER

City of Cocoa
375 N. Cocoa Blvd.
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

2020 - 2021

BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
885037799

THE PERSON(S), OR ENTITY BELOW:
US LAWNS OF BREVARD
374 COMMERCE PKWY
ROCKLEDGE, FL 32955

BUSINESS PERIOD: **October 01, 2020 - September 30, 2021**
EXPIRES: **SEPTEMBER 30, 2021**

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS.
BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS.
A PERMIT IS REQUIRED TO ADVERTISE (Including with signage) "GOING OUT OF BUSINESS".

DBA
US LAWNS OF BREVARD

LOCATION:
374 COMMERCE PKWY
ROCKLEDGE, FL 32955

LISA CULLEN, CFC, Brevard County Tax Collector
P O Box 2500, Titusville, Florida 32781-2500
(321)264-6969 or (321)633-2199

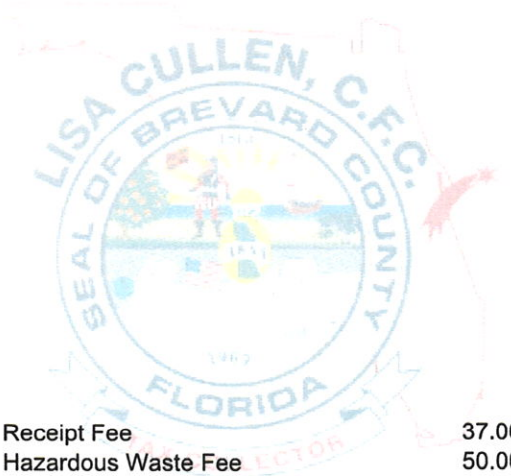
UPON A CHANGE OF OWNERSHIP OR LOCATION,
BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS.

OWNED BY:
MICNOR CORP

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS: 0.00

820005	RECEIPT AMT
590501	HAZ WASTE GEN. SURCHARGE
300390	LANDSCAPE CONTRACTOR
300650	IRRIGATION CONTRACTOR
470680	YARD CARE



Receipt Fee	37.00
Hazardous Waste Fee	50.00
Zoning Application Fee	0.00
Building Occupancy Review Fee	0.00
Fire Prevention Fee	0.00
Late Penalty	0.00
NSF Fee	0.00
Transfer Fee	0.00

Paid 002-20-00012206 08/28/2020 87.00

MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780

BRANCH OFFICES: Merritt Island Office, 1605 N. Courtenay Pkwy
Melbourne Office, 1515 Sarno Road
Palm Bay Office, 450 Cogan Dr. SE
Titusville Office, 800 Park Ave.
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940

FORTINET

URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unknown urls.
This url was categorized as unknown because the FortiGuard url rating service is inaccessible.

U.S. LAWNS®

374 Commerce Parkway
Rockledge, FL 32955
(321) 636-0655

August 13, 2021

City of Cocoa Finance Department
65 Stone Street
Cocoa, FL 32922
Attn: Purchasing & Contracts Division
Re: Letter of Transmittal; Solicitation Number RFP-21-26-COC

Contractor: Micnor Corp dba US Lawns of Brevard

Mailing Address: 374 Commerce Parkway Rockledge FL, 32955 **Office Number:** (321) 636-0655

Primary contact name: Brandon Silverstein **Email address:** Brandon@uslawnsofbrevard.com

Cell Phone Number: (321) 863-7697

Number of years in business: 15 years

FL Licensing:
Landscape License 885037799, **Irrigation License** 08-IR-CT-00139, **Fertilization License** JB167039

Total number of Employees: 90 Employees; Average number of years employed: 4 Years

Equipment: 30 service vehicles, 30 mowers, Pole Cat Aerial Lift, DZ Trencher, 15 Chainsaws, 60 two cycle equipment, and Bobcat.

Key Staff Members:
Brandon Silverstein- Owner

Lindsay Silverstein- Market Manager

Amanda Chaplin- Office Manager

Everardo Berdel - Account Manager

Brian Kowalczik- Landscape Installation

Shane Kersten – Operations Manager

Laurie Hazley- Accounting

Josh Speer – Account Manger

Mark Avery- Account Manager

Chris Doughty- Irrigation Department Manager

Brandon Silverstein, Owner
US Lawns of Brevard

U.S. LAWNS®

374 Commerce Parkway
Rockledge, FL 32955
(321) 636-0655

Background Info:

US Lawns specializes in landscape management. An Operation Manager meets with our team on site on a weekly basis to ensure we are not only providing, but exceeding the expectations of the community. While on site he is available to meet with the BOD or representative to answer any question or to give guidance. Documented reports are given after every service to provide outstanding communication (please see information package). The dedicated Account Manager is required to meet with the BOD, monthly to listen and provide feedback to make sure that our customer and team are on the same page. The Crew Leader is trained in plant ID, turf and ornamental disease, arbor care, and irrigation management. This training provides another set of eyes on the property. The crew leader is able to create work orders while in the field. For example, if he notes a patch of Chinch bugs he can have the home office create a work order for Fertilization Tech to come treat trouble area.

Please review our qualification package that provides information; on our employees, uniform polices, drug free work place safety training, a list of our written communication, and other information about US Lawns.

Emergency Response:

US Lawns of Brevard has special provision for emergency situations. The primary contact has the ability to be reached 24 hours a day 365 days per year. If the contact is not accessible the client has a list of three other contacts that will be able to handle any situation that may arise. Due to the fact that our home base is only 16 miles away and approximately 25 minutes- we are able to mobilize crews within an hour. US Lawns only preforms work in Brevard County. In the case of emergency situation we can pull crews working on non-emergencies. US Lawns is also a franchise with over 25 locations in Florida. If a catastrophe was to hit Brevard County we have the ability to pull an additional 50 trucks and 100 people.

U.S. LAWNS®

374 Commerce Parkway
Rockledge, FL 32955
(321) 636-0655

Past and Present Contracts of Comparable Size:

US Lawns of Brevard provides landscape maintenance to the following Customers.

1. United Launch Alliance- Lawn Maintenance 19 cuts per year of test facilities and launch pads. Total Acres of area maintained 253.

2. Patrick Family Housing- Landscape Management to include all housing of North, Central, Pelican Coast, SOH, and Green Spaces. Services included; lawn maintenance, irrigation maintenance and repairs 104 visits, fertilization, weed control, pest control and landscape upgrades as requested. Total acres 228.

3. Rockwell Collins- Landscape Maintenance of grounds. Services included; irrigation maintenance and repairs 12 visits, tree trimming once per year, mulch 1 application, and 6 fertilization applications. Total acres of lawn area 30.

4. DRS- Landscape Maintenance of grounds. Services; included irrigation maintenance and repairs 12 visits, tree trimming once per year, mulch 1 application and 6 fertilization applications. Total acre of lawn area 16 acres.

5. Melbourne International Airport- Landscape Maintenance of grounds. Services included irrigation Maintenance and repairs, tree trimming once per year, mulch 1 application, and 2 fertilization applications. Total acres of lawn area 57.

6. Sheltair - Landscape Maintenance office complex, hangars and runway area. Services included irrigation Maintenance and repairs, and 4 Fertilization applications. Total acre of lawn area 57 acres

U.S. LAWNS®

374 Commerce Parkway
Rockledge, FL 32955
(321) 636-0655

What Makes Us Unique

Through involved local ownership, we stay on top of landscape details. Just as importantly, we also belong to a national organization of Landscape Management experts, which helps us ensure ongoing best-practices, products and equipment and provide continuing landscape education for our employees. This local-to-national approach translates to better service for our clients.

Professional Administrative Start-Up Process

- Inspection pictures
- Setting 30-day goals
- Establishing a record that serves as a base-line for ongoing project evaluation

Ongoing Landscape Management Process

- Providing a weekly written report on what has been done
- Detailing items of concern
- Recording customer feedback
- Conducting monthly onsite inspections with our client to score the property, according to goals set.

Comprehensive Landscape Management Services

- Initial and Ongoing Landscape Assessment Reviews
- Professional Landscape Design Services and Installations for Industrial and Commercial Properties
- Lawn and Ornamentals Care and Consultation
- Expert Turf Maintenance, Mowing, and Edging
- Fertilizer and Pre- and Post-Emergent Weed Control
- Insect and Disease Control
- Plant, Shrub and Groundcover Maintenance
- Irrigation: Installation of Sprinkler Systems,
- System Checks and Service
- Plantings for Seasonal Color and As Needed)
- Shaping and/or Removal of Palms and Other Large Trees
- Retention Pond Maintenance
- Arborist Service

"A"

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

***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 Proposer's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Proposer/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 Proposer/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 Proposer/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.

AUTHORIZED SIGNATORY	Brandon Silverstein Typed Name of AUTHORIZED SIGNATORY
Owner Title	8/10/21 Date
Witness Signature	Lawrie Hazley Typed Name of Witness

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 RFP RESPONSE

☛Failure to submit this form may be grounds for disqualification of your submittal☚

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "B"
Insurance Requirements

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

1. AUTOMOBILE: $1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage per accident;
2. GENERAL LIABILITY: $1,000,000.00 each occurrence;
3. GENERAL AGGREGATE: $2,000,000.00;
4. PROFESSIONAL LIABILITY COVERAGE: $1,000,000.00; and
5. 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 proposer understands and acknowledges that it shall be solely responsible for any and 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 Proposer/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 Proposer/Contractor and/or subcontractor shall provide the City's Human Resources/Risk Management 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 Human Resources/Risk Management Division
   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.

MICNCOR-01

DSMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/3/2021

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

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

PRODUCER	CONTACT NAME:	
Hub International Florida 1560 Orange Avenue Suite 750 Winter Park, FL 32789	PHONE (A/C, No, Ext): (321) 255-2220	FAX (A/C, No): (321) 255-7770
	E-MAIL ADDRESS: Certificates.FLA@HubInternational.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Micnor Corp. dba US Lawns of Brevard 374 Commerce Parkway Rockledge, FL 32955	INSURER A : Cincinnati Indemnity Company	23280
	INSURER B : Wesco Insurance Company	25011
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Standard Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:	X		ENP053-5654	5/5/2021	5/5/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			EBA053-5654	5/5/2021	5/5/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			ENP053-5654	5/5/2021	5/5/2022	EACH OCCURRENCE AGGREGATE Over GL,AL,EL.	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3511648	1/1/2021	1/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment Floater			ENP053-5654	5/5/2021	5/5/2022	Leased/Rented	25,000
A	Crime/Employee Theft			ENP053-5654	5/5/2021	5/5/2022	$500 ded.	25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Cocoa is included as an Additional Insured for General Liability, when required in a written contract or agreement with the Insured.

CERTIFICATE HOLDER

City of Cocoa
375 N. Cocoa Blvd.
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "C"
Conflict of Interest Statement

This statement is submitted with Proposal, ITN, or Contract Number RFP 21-26-COC, titled City of Cocoa - Contract Mowing Services by

Micro Corp. DBA: USLawns of Brevard whose business address is 374 Commerce Pkwy, Rockledge, FL 32955 and its Federal Employer Identification Number (FEIN) is 20-2319202.

[Name of entity submitting sworn statement]

My name is Brandon Silverstein and my relationship to the above is Owner.

[Please print name of individual signing]

A. The Proposer has made diligent inquiry and provided the information in this statement based upon its full knowledge.
B. The Proposer states that only one (1) 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.
C. 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.
D. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because of and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
E. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Department/Division/Office.
F. 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.
G. 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.
H. Section 112.313, Florida Statutes, as amended; places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. By my signature below, I hereby acknowledge the provisions as outlined in the hereto referenced statute and have provided any required and/or necessary information accordingly to date and shall commit to continue to do so in the future should I be a successful Proposer.

Please indicate if the following applies:

PART I.

☐ I am an employee, public officer, or advisory board member of the City.

_____ (List Position or Board)

☐ I am the spouse or child of an employee, public officer, or advisory board member of the City.

Name: _____

☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

more than five percent (5%) of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.

Name: _____

☐ Respondent employs or contracts with an employee, public officer, or advisory board member of the City

Name: _____

☑ None of The Above

PART II:

Are you going to request an advisory board member waiver?

☐ I will request an advisory board member waiver under §112.313(12)

☐ I will NOT request an advisory board member waiver under §112.313(12)

☑ N/A

The City will review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any proposers, respondents, vendors, suppliers, contractors whose conflicts are not waived or exempt.

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

_____	Brandon Silverstein
AUTHORIZED SIGNATORY	Typed Name of AUTHORIZED SIGNATORY
Owner	8/10/21
Title	Date
Laurie Hazley	Laurie Hazley
Witness Signature	Typed Name of Witness

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "D"
Non-Collusion/Lobbying Certification

This statement is submitted with Proposal, ITN, or Contract Number RFP 21-26-COC, titled City of Cocoa - Contract Mowing Services by

Minor Corp DBA: USLawns of Brevard whose business address is 374 Commerce Pkwy, Rockledge, FL 32955 and its Federal Employer Identification Number (FEIN) is 20-2319202.

[Name of entity submitting sworn statement]

My name is Brandon Silverstein and my relationship to the above is Owner.

[Please print name of individual signing]

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

B. **LOBBYING CERTIFICATION.**
The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No 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 in **Attachment "D", Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

AUTHORIZED SIGNATORY	Brandon Silverstein Typed Name of AUTHORIZED SIGNATORY
Owner Title	8/10/21 Date
Lawrie Hazley Witness Signature	Lawrie Hazley Typed Name of Witness

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

☛Failure to submit this form may be grounds for disqualification of your submittal☚

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "E"
Drug-Free Workplace Certification

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

IDENTICAL TIE PROPOSALS: Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Proposers have a drug-free workplace program.

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

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

B. Inform employees about the 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 in **Attachment "E", Drug-Free Workplace Certification**, is truthful and correct at the time of submission.

AUTHORIZED SIGNATORY	Brandon Silverstein Typed Name of AUTHORIZED SIGNATORY
Owner Title	8/10/21 Date
Jamie Hyley Witness Signature	Lawie Hazley Typed Name of Witness

Notary Public State of Florida
Amanda Osteen Chaplin
My Commission HH027
Expires 02/17/2025

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

"D"

Total Compliance Network, Inc.
Drug Free Workplace Programs

5440 NW 33rd Avenue Suite 106
Ft. Lauderdale, Florida 33309
(954) 677-1200 Phone
(954) 677-1201 Fax

February 22, 2011

To Whom it May Concern:

Total Compliance Network implemented a State of Florida Drug Free Workplace Program for the company listed below. TCN also provided the below-indicated services. If you have any questions, please feel free to contact me at my office, (800) 881-4826.

Company Name: **US LAWNS OF BREVARD DBA MICNOR**
Address: **1791 Cogswell St**
Rockledge, FL 32955
Telephone #: **(321) 863-7697**
Contact Person: **Brandon Silverstein**

Date TCN Implemented program with the above contact person: **February 2011**

TCN provided the above-named company with a Compliance Manual which includes:

1. An Employee handbook containing company policy and all necessary information (i.e., Information on where to seek help, medications that affect the outcome of a drug test, etc.).
2. Notice of Update
3. Employee agreement forms, including company disciplinary action.
4. A Supervisor's handbook.
5. Information to post in conspicuous locations (signs, posters).
6. Additional forms and agreements (rehabilitation, notification of positive test results, etc.).

TCN has also set up a drug screen collection site, AHCA or NIDA certified testing laboratory, on-staff Medical Review Officer, results reporting (telephone and hard copy) and billing.

TCN has instructed the above-named contact person on the following procedures:

1. Distribution of Notice of Update- Drug Free Workplace notification.
2. Conducting the Employee meeting including distribution of Employee handbook, educational material and collection of signed paperwork.
3. Drug testing requirements and procedures for testing:
   a. Job Applicants
   b. Post-accident
   c. Reasonable suspicion
   d. Return-to-work.
   e. Random (if applicable).
   f. Routine fitness-for-duty.

TCN will also continue to act as a consultant for any questions regarding this program, but will not be held responsible for any company's negligence or inability to perform the State of Florida Drug Free Workplace requirements using TCN or TCN materials.

Total Compliance Network Representative
Nick Mirowsky

	City of Cocoa | Finance Department | Purchasing & Contracts Division **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690**	**Solicitation Number: RFP-21-26-COC**
	REQUEST FOR PROPOSALS (RFP)	**Due Date: August 13, 2021 @ 3:00 PM**

TITLE: City of Cocoa – Contract Mowing Services

Attachment "F"
Price Proposal and Acceptance of Proposal Terms and Conditions

The Contractor shall review and propose services within the Group Areas outlined within of this RFP. Contractors shall propose one or more Group Areas 1 – 4 or only the Group Area(s) they deem capable of providing dependable services. The Contractor shall propose an entire Group Area or multiple Group Areas, but not singular locations contained within the grouped sections.

GROUP AREA #1				
	LOCATIONS	**Cuts**	**Price per Cut**	**Total**
1	Fire Stations			
	a) 1740 Dixon Blvd – Fire Station #1 – Includes Fertilization, Weed Control	36	96-	3,456-
	b) 300 Brunson Blvd – Fire Station #2 – Includes Fertilization, Weed Control	36	96-	3,456-
	c) 3505 Highway 524 – Fire Station #3 – Includes Fertilization, Weed Control	36	176-	6,336-
	d) 114 First Street – Old Fire Station #1	36	32-	1,152-
	e) 2003 Michigan Avenue – Old Fire Station #3 / Include field out back behind gate	36	80-	2,880-
2	Police Department – 1226 W. King Street / Include Pond to the west / Controlled Access – Includes Fertilization, Weed Control	36	182.40	6566.40
3	Cocoa Boulevard / U.S. 1 Medians and Rights of Way, Weed Control	36	2048-	73,728-
4	Clearlake Rd Rights of Way – Dixon Blvd to Industry Road, Weed Control	26	480-	12,480-
5	Harry T. Moore Center & Museum – 307 Blake Ave, Weed Control	36	128-	4,608-
6	Cemeteries			
	a) Pinecrest Cemetery – 815 Clearlake Road	36	160	5,760-
	b) Evergreen Cemetery – 816 Clearlake Road	36	160	5,760-
	c) Hilltop Cemetery – 301 N. Cocoa Boulevard	36	160	5,760-
	d) Cocoa Cemetery – 101 N. Cocoa Boulevard	36	160	5,760
7	B.A. Morse Park / Emma Jewel Storm Water Pond – 901 Barbara Jenkins St.	36	160	5,760
Twice a month Oct. 1st to April 30th / 4 times a month from May 1st to Sept. 30				

GROUP AREA # 2				
	LOCATIONS	**Cuts**	**Price per Cut**	**Total**
8	Water Field Operations – 351 Shearer Blvd / Include Fleet Maintenance @ 301 Shearer Blvd, Weed Control	26	256-	6,656-
9	King Street / S.R. 520 Medians and Rights of Way, Weed Control (36 cuts)	36	960-	24,960-
10	Rosetine St. Rights of Way from Range Road to Church on S. side and EFSC on the N. side	26	480-	12,480-
11	Range Rd Rights of Way from City Limits on South side North to transition into Michigan Ave	26	480-	12,480-
12	Michigan Ave Rights of Way from Clearlake Rd west to Range Road. Includes larger section curve to Range	26	224-	5,824-
13	Lee Wenner Park – 300 Riveredge Blvd	26	640-	16,640-
14	Highway 524 Rights of Way from Industry Road to Cox Road	26	1,280-	33,280-
15	Gray Rd. Rights of Way from City Limits to Hooper Rd	26	224-	5,824-
16	Hooper Rd. Rights of Way from Gray Rd to Range Rd	26	192-	4,992-
17	Cocoa Conservation Area – 1714 Cocoa Bay Blvd.	26	288-	7,488-
18	London Blvd Rights of Way + Open Field by lift station	26	576-	14,976-
19	North Road Rights of Way	26	192-	4,992-
Twice a mont Oct 1st to July 31 / Threes times a month August and September except for King Street				

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

GROUP AREA # 3

	LOCATIONS	Cuts	Price per Cut	Total
20	Peachtree Street Rights of Way – Forrest Ave to Pineda St	26	272-	7,072-
21	Museum – 2201 Michigan Avenue	26	160-	4,160-
22	Bernard Easement – 533 Bernard St	26	128-	3,328-
23	N. Fiske ROW from Dixon to Anderson Park	26	288-	7,488-
24	S. Fiske ROW from Rosa L Jones Dr to King St (SR 520)	26	160-	4,160-
25	Cocoa Lakes Dr. Rights of Way from Michigan Ave. to Private Development	26	128-	3,328-
26	Jackson St. Rights of Way from S. Varr Ave to City Limits near 505 Abbey Lane	26	112-	2,912-
27	Jackson St. easement that runs from Jackson St. south to Rosa L. Jones Drive	26	224-	5,824-
28	Forrest Ave. Rights of Way from Willard St. north to N. Cocoa Blvd. (U.S. 1)	26	320-	8,320-
29	Bracco Pond Parking – 950 Plaza Parkway	26	160-	4,160-
	Twice a month Oct 1st to July 31 / Threes times a month August and September			

GROUP AREA # 4

	LOCATIONS	Cuts	Price per Cut	Total
30	Stone Street Rights of Way – S. Fiske Blvd to Railroad Tracks	26	256-	6,656-
31	Pineda St. Rights of Way from Peachtree St. to Dixon Blvd	26	384-	9,984-
32	Townsend Rd Rights of Way from S.R. 520 north to last property. Include Pond on East side near 1st curve	26	384-	9,984-
33	Dixon Blvd. Rights of Way from N. Indian River Dr. to Clearlake Road	26	512-	13,312-
34	Residential Lots			
	a) 1043 Peachtree St.	26	43.20	1,123.20
	b) 801 Eden ST	26	43.20	1,123.20
	c) 1101 Avon St	26	43.20	1,123.20
	d) 1970 Furman Ct	26	43.20	1,123.20
	e) 1050 Bellefonte Ave	26	43.20	1,123.20
	f) 712 Stone St	26	43.20	1,123.20
	g) 619 Stone St	26	43.20	1,123.20
	h) 437 Satsuma St	26	43.20	1,123.20
	i) 629 S Georgia Ave	26	43.20	1,123.20
	j) 1059 Olive St	26	43.20	1,123.20
	k) 514 S Wilson Ave	26	43.20	1,123.20
	l) 1408 Donna Ave	26	43.20	1,123.20
	m) 1204 Cambridge St	26	43.20	1,123.20
	n) 1110 Grove Ave	26	43.20	1,123.20
	o) 2019 N Cocoa Blvd	26	43.20	1,123.20
	Twice a month Oct 1st to July 31 / Threes times a month August and September			

"D"

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

	Group Areas	Sub Totals
1	Group Area 1	143,462.40
2	Group Area 2	150,592.00
3	Group Area 3	50,752.00
4	Group Area 4	56,784.00
	Grand Total	401,590.40

NOTE #1: The estimated quantities are an approximate only and are not guaranteed. The City does not assume any responsibility that the actual quantities purchased shall remain in strict accordance with the estimated quantities, nor shall the Contractor cause misunderstanding or deception because of such estimate of quantities or of the character, locations of the work, or other conditions pertaining thereto. Any related positions not referenced above may be attached to the back of this page. A brief position description must also be included.

1. OPTIONAL PRICING

NA	

NOTE #2: The Proposer must include a task and fee (by position) schedule breakdown based on the proposed hourly rates. This document is to be inserted at the end of Attachment "F", Price Schedule and Acceptance of Terms and Conditions and identified as OPTIONAL PRICING SCHEDULE.

"D"

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the City of Cocoa Purchasing & Contracts Division for the price set forth herein in **Attachment "F" Price Proposal and Acceptance of Proposal Terms and Conditions**. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: Micnor Corp. - DBA: US Lawns of Brevard

Mailing Address: 374 Commerce Pkwy, Rockledge, FL 32955

Telephone Number: 321-636-0655 Fax Number: 321-806-3957 E-mail Address: brandon@uslawnsofbrevard.com

Authorized Signatory

Brandon Silverstein
Printed Name

FEIN: 20-2319202 DUNS: 14-288-3730

Owner
Title

8/10/21
Date

CAGE Code: _____
As issued through www.sam.gov

STATE OF FL
COUNTY OF Brevard

The foregoing instrument was executed before me this 10 day of August, 2021, by Brandon Silverstein as Owner of Micnor Corp - dba US Lawns of Brevard 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.

(stamp)

Notary Public State of Florida
Amanda Osteen Chaplin
My Commission HH 094218
Expires 02/17/2025

NOTARY PUBLIC, State of FL

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

☛Failure to submit this form may be grounds for disqualification of your submittal☚

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "G"
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. 1 Dated: August 3, 2021

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 **Attachment "G", Addendum Receipt Acknowledgement Certification**, is truthful and correct at the time of submission.

Proposer/Contractor Name: Micnor Corp. - DBA: US Lawns of Brevard

Mailing Address: 374 Commerce Pkwy, Rockledge, FL 32955

Telephone Number: 321-636-0655 Fax Number: 321-806-3957 E-mail Address: brandon@uslawnsofbrevard.com

Authorized Signatory

Brandon Silverstein
Printed Name

FEIN: 20-2319202 DUNS: 14-288-3730

Owner
Title

8/10/21
Date

CAGE Code: _____
As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

☛Failure to submit this form may be grounds for disqualification of your submittal☚

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "H"
Organizational Information

The proposer 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/Proposer 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	Florida
Principal Place of Business (Enter Address)	374 Commerce Pkwy Rockledge, FL 32955
Federal I.D. or Social Security Number	20-2319202

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

Proposer/Contractor Name: Micnor Corp. - DBA: US Lawns of Brevard

Mailing Address: 374 Commerce Pkwy, Rockledge, FL 32955

Telephone Number: 321-636-0655 Fax Number: 321-806-3957 E-mail Address: brandon@uslawnsofbrevard.com

Authorized Signatory — Brandon Silverstein (Printed Name) — FEIN: 20-2319202 — DUNS: 14-288-3730

Owner (Title) — 8/10/21 (Date) — CAGE Code: _____ As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

☛Failure to submit this form may be grounds for disqualification of your submittal☚

"G"

State of Florida
Department of State

I certify from the records of this office that MICNOR CORP is a corporation organized under the laws of the State of Florida, filed on February 11, 2005.

The document number of this corporation is P05000022205.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 15, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-first day of July, 2021

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 7051381490CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

"G"

2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 15, 2021
Secretary of State
7734581633CC

DOCUMENT# P05000022205

Entity Name: MICNOR CORP

Current Principal Place of Business:

374 COMMERCE PARKWAY
ROCKLEDGE, FL 32955

Current Mailing Address:

374 COMMERCE PARKWAY
ROCKLEDGE, FL 32955 US

FEI Number: 20-2319202

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SILVERSTEIN, BRANDON
374 COMMERCE PARKWAY
ROCKLEDGE, FL 32955 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: BRANDON SILVERSTEIN 01/15/2021

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT
Name	SILVERSTEIN, BRANDON
Address	374 COMMERCE PARKWAY
City-State-Zip:	ROCKLEDGE FL 32955

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BRANDON SILVERSTEIN PRESIDENT 01/15/2021

Electronic Signature of Signing Officer/Director Detail — Date

"G"

Electronic Articles of Incorporation For

P05000022205
FILED
February 11, 2005
Sec. Of State
dwhite

MICNOR CORP

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

MICNOR CORP

Article II

The principal place of business address:

16A MARINA ISLES BOULEVARD
INDIAN HARBOR BEACH, FL. 32937

The mailing address of the corporation is:

16A MARINA ISLES BOULEVARD
INDIAN HARBOR BEACH, FL. 32937

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

2000

Article V

The name and Florida street address of the registered agent is:

MICHAEL A SILVERSTEIN
16A MARINA ISLES BOULEVARD
INDIAN HARBOR BEACH, FL. 32937

"G"

I certify that I am familiar with and accept the responsibilities of registered agent.

P05000022205
FILED
February 11, 2005
Sec. Of State
dwhite

Registered Agent Signature: MICHAEL A. SILVERSTEIN

Article VI

The name and address of the incorporator is:

MICHAEL A. SILVERSTEIN
16A MARINA ISLES BOULEVARD
INDIAN HARBOR BEACH, FL 32937

Incorporator Signature: MICHAEL A. SILVERSTEIN

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P,D
MICHAEL A SILVERSTEIN
16A MARINA ISLES BOULEVARD
INDIAN HARBOR BEACH, FL. 32937

City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "I"

Proposed Schedule of Subcontractor Participation

☑ No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: RFP-21-26-COC	
Title: City of Cocoa - Contract Mowing Services		Total Project Amount: $	
Subcontractor Minority Code (if applicable) Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract 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 Proposer, 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 in **Attachment "I", Proposed Schedule of Subcontractor Participation**, is truthful and correct at the time of submission.

Proposer/Contractor Name: Micnor Corp. DBA: US Lawns of Brevard

Mailing Address: 374 Commerce Pkwy, Rockledge, FL 32955

Telephone Number: 321-636-0655 Fax Number: 321-806-3957 E-mail Address: brandon@uslawnsofbrevard.com

Authorized Signatory — Brandon Silverstein (Printed Name) — FEIN: 20-2319202 — DUNS: 14-288-3730

Owner (Title) — 8/10/21 (Date) — CAGE Code: _____ As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

☛Failure to submit this form may be grounds for disqualification of your submittal☚

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	**Due Date: August 13, 2021 @ 3:00 PM**

TITLE: City of Cocoa – Contract Mowing Services

Attachment "J"
Contractor Certification Regarding Scrutinized Companies (Contracts of $1,000,000.00 or more)

Section 287.135, Florida Statutes, prohibits local governments from contracting with companies, for goods or services of One Million and 00/100 Dollars ($1,000,000.00) or more 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 Cuba or Syria. Both lists are created pursuant to section 215.473, Florida Statutes. In addition, the CONTRACTOR shall not be 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.

As the person authorized to sign on behalf of the CONTRACTOR, I hereby certify that the company identified below in the section entitled "Bidder/Contractor Name" is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. In addition, the CONTRACTOR 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 understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the CONTRACTOR 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 firm, certify that the information as provided in **Attachment "J", Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Proposer/Contractor Name: Micnor Corp DBA: US Lawns of Brevard

Mailing Address: 374 Commerce Pkwy, Rockledge, FL 32955

Telephone Number: ~~321-636-0655~~ Fax Number: 321-806-3957 E-mail Address: brandon@uslawnsofbrevard.com

Authorized Signatory

Brandon Silverstein
Printed Name

FEIN: 20-2319202 DUNS: 14-288-3730

Owner
Title

8/10/21
Date

CAGE Code: _____
As issued through www.sam.gov

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

"K"

2020 - 2021

BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
885037799

THE PERSON(S), OR ENTITY BELOW:
US LAWNS OF BREVARD
374 COMMERCE PKWY
ROCKLEDGE, FL 32955

BUSINESS PERIOD: **October 01, 2020 - September 30, 2021**
EXPIRES: **SEPTEMBER 30, 2021**

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANC
DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS.
BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILUR
TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), C
SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS.
A PERMIT IS REQUIRED TO ADVERTISE (Including with signage) "GOING OUT OF BUSINESS".

LISA CULLEN, CFC, Brevard County Tax Collector
P O Box 2500, Titusville, Florida 32781-2500
(321)264-6969 or (321)633-2199

UPON A CHANGE OF OWNERSHIP OR LOCATION,
BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS

DBA
US LAWNS OF BREVARD

LOCATION:
374 COMMERCE PKWY
ROCKLEDGE, FL 32955

OWNED BY:
MICNOR CORP

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS: 0.00

820005	RECEIPT AMT
590501	HAZ WASTE GEN. SURCHARGE
300390	LANDSCAPE CONTRACTOR
300650	IRRIGATION CONTRACTOR
470680	YARD CARE

Receipt Fee	37.00
Hazardous Waste Fee	50.00
Zoning Application Fee	0.00
Building Occupancy Review Fee	0.00
Fire Prevention Fee	0.00
Late Penalty	0.00
NSF Fee	0.00
Transfer Fee	0.00

Paid 002-20-00012206 08/28/2020 87.00

MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780

BRANCH OFFICES: Merritt Island Office, 1605 N. Courtenay Pkwy
Melbourne Office, 1515 Sarno Road
Palm Bay Office, 450 Cogan Dr. SE
Titusville Office, 800 Park Ave.
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940

"K"
"L-1"

DATE 08/13/2020

Business Tax Receipt

City of Rockledge

1600 Huntington Lane
Rockledge Florida, 32955
Phone 321-221-7540

NO. BTR21-1734

TO WHOM IT MAY CONCERN:

In consideration of the total sum shown below and paid to the City of Rockledge this entity hereby grants on the following:

THE FOLLOWING LICENSE(S):
Admin, Support, Waste Mngmt.

BUSINESS
Micnor Corp.
374 COMMERCE PKWY
Rockledge, FL 32955

PENALTY	**$0.00**
TOTAL	**$100.00**

City Ordinance Provides that this license must be displayed in a conspicuous place.

EXPIRES ➢ September 30, 2021
(surrender of license shall not entitle licensee to any refund)

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
April 9, 2021	**JB167039**	**May 31, 2022**

THE **PEST CONTROL COMPANY FIRM** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **May 31, 2022**

AT

374 COMMERCE PKWY
ROCKLEDGE, FL 32955

US LAWNS OF BREVARD
374 COMMERCE PKWY
ROCKLEDGE, FL 32955

Lawn and Ornamental

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

BREVARD COUNTY PLANNING AND DEVELOPMENT DEPARTMENT
LICENSING REGULATION AND ENFORCEMENT

2725 Judge Fran Jamieson Way, Building A-114
Viera FL 32940
www.brevardfl.gov/PlanningDev

Phone: (321) 633-2058
Fax: (321) 690-6878
Email: contractorlicensing@brevardfl.gov

CERTIFICATE OF COMPETENCY LICENSE

LICENSE NO.: 15-IR-CT-00072

THIS CERTIFIES THAT:

BRANDON CALEB SILVERSTEIN

MICNOR CORP DBA US LAWNS OF BREVARD

HAS QUALIFIED AS A:

IRRIGATION CONTRACTOR

THIS CERTIFICATE IS ISSUED FOR

BREVARD COUNTY, FLORIDA, ON AUGUST 14, 2015

LICENSE STATUS: ACTIVE

BUD CRISAFULLI
CHAIRMAN, BREVARD COUNTY CONTRACTOR LICENSING BOARD

DENISE CAMPAGNA
SECRETARY, BREVARD COUNTY CONTRACTOR LICENSING BOARD

"THIS IS NOT A BUSINESS TAX RECEIPT"
PLEASE VERIFY ALL INFORMATION FOR ACCURACY

BREVARD COUNTY
CONTRACTOR LICENSING BOARD
CERTIFICATE OF COMPETENCY LICENSE

IMPORTANT!
THIS IS YOUR CERTIFICATE OF COMPETENCY
DISPLAY AS REQUIRED BY LAW
UNDER BREVARD COUNTY ORDINANCE
CHAPTER 22, ARTICLE VI

LICENSE NO.:	EXP. DATE:	STATUS:
15-IR-CT-00072	8/31/2021	ACTIVE

IRRIGATION CONTRACTOR

Denise Campagna

BRANDON CALEB SILVERSTEIN
MICNOR CORP DBA US LAWNS OF BREVARD
374 COMMERCE PARKWAY
ROCKLEDGE, FL 32955

Verify CONTRACTOR is in Good Standing.
www.brevardfl.gov/PlanningDev
Select Find a Licensed Contractor
Validation not available for Master or Journeyman.

GV001446-1
Certificate #
GV001446
Trainee ID #

UF IFAS
UNIVERSITY of FLORIDA

Certificate of Training
Best Management Practices
Florida Green Industries

Brandon C. Silverstein

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer	Instructor	Date of Class	DEP Program Administrator
	C. White	11/12/2007	

Not valid without seal

GV909716-1
Certificate #
GV909716
Trainee ID #

UF IFAS
UNIVERSITY of FLORIDA

Certificate of Training
Best Management Practices
Florida Green Industries

Josh T. Speer

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer	Instructor	Date of Class	DEP Program Administrator
	T. Wichman	3/1/2019	

Not valid without seal

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
MICNOR CORP

Filing Information

Document Number	P05000022205
FEI/EIN Number	20-2319202
Date Filed	02/11/2005
State	FL
Status	ACTIVE

Principal Address

374 Commerce Parkway
Rockledge, FL 32955

Changed: 01/10/2017

Mailing Address

374 Commerce Parkway
Rockledge, FL 32955

Changed: 01/10/2017

Registered Agent Name & Address

SILVERSTEIN, Brandon
374 Commerce Parkway
Rockledge, FL 32955

Name Changed: 04/10/2015

Address Changed: 01/10/2017

Officer/Director Detail

Name & Address

Title President

SILVERSTEIN, Brandon
374 Commerce Parkway
Rockledge, FL 32955

Annual Reports

Report Year	Filed Date
2019	01/18/2019
2020	01/20/2020
2021	01/15/2021

Document Images

01/15/2021 -- ANNUAL REPORT	View image in PDF format
01/20/2020 -- ANNUAL REPORT	View image in PDF format
01/18/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format

"M"

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
MICNOR CORP DBA US Lawns of Brevard

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
374 Commerce Parkway

Requester's name and address (optional)

6 City, state, and ZIP code
Rockledge, Fl, 32955

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	0	–	2	3	1	9	2	0	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 3/5/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "L"
Federal Non-Collusion/Lobbying Certification

This statement is submitted with Proposal, ITN, or Contract Number RFP 21-26-COC, titled City of Cocoa - Contract Mowing Services by Micnor Corp - DBA: USLawns of Brevard whose business address is 374 Commerce Pkwy, Rockledge, FL 32955
[Name of entity submitting sworn statement]
_____ and its Federal Employer Identification Number (FEIN) is 20-2319202.

My name is Brandon Silverstein and my relationship to the above is Owner.
[Please print name of individual signing]

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

B. **LOBBYING CERTIFICATION.**
The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L **"Disclosure Form to Report Lobbying"**, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each failure."

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "L", Federal Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

AUTHORIZED SIGNATORY	Brandon Silverstein Typed Name of AUTHORIZED SIGNATORY
Owner Title	8/10/21 Date
Laurie Hayley Witness Signature	Laurie Hazley Typed Name of Witness

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

☛Failure to submit this form may be grounds for disqualification of your submittal☚

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "M"

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Proposer certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

A. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

B. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

D. Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Cocoa. The Proposer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City of Cocoa. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Cocoa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "M", Certification Regarding Debarment, Suspension, and Other Responsibility Matters**, is truthful and correct at the time of submission.

Proposer/Contractor Name: Micnor Corp - DBA: US Lawns of Brevard

Mailing Address: 374 Commerce Pkwy, Rockledge, FL 32955

Telephone Number: 321-636-0655 Fax Number: 321-806-3957 E-mail Address: brandon@uslawnsofbrevard.com

Authorized Signatory

Brandon Silverstein
Printed Name

FEIN: 20-2319202 DUNS: 14-288-3730

Owner
Title

8/10/21
Date

CAGE Code: _____
As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

☛Failure to submit this form may be grounds for disqualification of your submittal☚

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "N"

Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses

Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

A. The subcontractor is bound by the terms of this Agreement;

B. The subcontractor is bound by all applicable state and federal laws and regulations; and

C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "N", Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses**, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Proposer.

Proposer/Contractor Name: Minor Corp - DBA: US Lawns of Brevard

Mailing Address: 374 Commerce Pkwy, Rockledge, FL 32955

Telephone Number: 321-636-0655 Fax Number: 321-806-3957 E-mail Address: brandon@uslawnsofbrevard.com

Authorized Signatory

Brandon Silverstein
Printed Name

FEIN: 20-2319202 DUNS: 14-288-3730

Owner
Title

8/10/21
Date

CAGE Code: _____
As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

Attachment "P"
E-Verify Contractor Affidavit

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

Print Name: Brandon Silverstein
Date: 8/10/21

STATE OF FLORIDA
COUNTY OF Brevard
The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this Aug. 10, 2021 (date) by Brandon Silverstein (name of officer or agent, title of officer or agent) of Micnor Corp (name of corporation acknowledging), a FL (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
Amanda Osteen Chaplin
Name typed, printed, or stamped
My Commission Expires: 02/17/2025

Notary Public State of Florida
Amanda Osteen Chaplin
My Commission HH 094218
Expires 02/17/2025

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM
TITLE: City of Cocoa – Contract Mowing Services		

Attachment "K"
References

Proposer shall submit as a part of the Proposal package, a minimum of five (5) of the most significant projects which were performed within the last three (3) years. Additional references may be provided as set forth below.

Project #1:	
Project/Event Name: City of Cape Canaveral	
Type of Project/Service: Landscape Maintenance	
Address: PO Box 329, Cape Canaveral, FL 32920	
Contracting Agency/Client: City of Cape Canaveral	Locality Population:
Contact Name and Phone #: Tim Carlisle 321-474-5728	
Contact Email Address and Fax #:	
Contract Amount: $273,000/yr.	Date Work Performed: Ongoing
Project #2:	
Project Name: City of Cocoa	
Type of Project/Service: Landscape Maintenance	
Address: 65 Stone St., Cocoa, FL 32922	
Contracting Agency/Client: City of Cocoa	Locality Population:
Contact Name and Phone #: Ken Terrell 321-302-6089	
Contact Email Address and Fax #:	
Contract Amount: $250,000/yr.	Date Work Performed: Ongoing
Project #3:	
Project Name: City of Rockledge	
Type of Project/Service: Landscape Maintenance	
Address: 1600 Huntington Lane, Rockledge, FL 32955	
Contracting Agency/Client: City of Rockledge	Locality Population:
Contact Name and Phone #: Dan Blaine 321-221-7540	
Contact Email Address and Fax #:	
Contract Amount: $100,000/yr.	Date Work Performed: Ongoing
Project #4:	
Project Name: Parrish Medical Center	
Type of Project/Service: Landscape Maintenance	
Address: 951 N. Washington Ave., Titusville, FL 32796	
Contracting Agency/Client: Parrish Med. Ctr.	Locality Population:
Contact Name and Phone #: Jeff Riley 321-307-5557	
Contact Email Address and Fax #:	
Contract Amount: $285,000/yr.	Date Work Performed: Ongoing
Project #5:	
Project Name: Bayport Condos	
Type of Project/Service: Landscape Maintenance	
Address: 561 Casa Bella Dr., Cape Canaveral, FL 32920	
Contracting Agency/Client: Bayport Condos	Locality Population:
Contact Name and Phone #: Linda Brown 321-693-7944	
Contact Email Address and Fax #:	
Contract Amount: $40,500/yr.	Date Work Performed: Ongoing

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

Attachment "F"
Price Proposal and Acceptance of Proposal Terms and Conditions

The Contractor shall review and propose services within the Group Areas outlined within of this RFP. Contractors shall propose one or more Group Areas 1 – 4 or only the Group Area(s) they deem capable of providing dependable services. The Contractor shall propose an entire Group Area or multiple Group Areas, but not singular locations contained within the grouped sections.

GROUP AREA #1

	LOCATIONS	Cuts	Price per Cut	Total
1	Fire Stations			
	a) 1740 Dixon Blvd – Fire Station #1 – Includes Fertilization, Weed Control	36	96-	3,456-
	b) 300 Brunson Blvd – Fire Station #2 – Includes Fertilization, Weed Control	36	96-	3,456-
	c) 3505 Highway 524 – Fire Station #3 – Includes Fertilization, Weed Control	36	176-	6,336-
	d) 114 First Street – Old Fire Station #1	36	32-	1,152-
	e) 2003 Michigan Avenue – Old Fire Station #3 / Include field out back behind gate	36	80-	2,880-
2	Police Department – 1226 W. King Street / Include Pond to the west / Controlled Access – Includes Fertilization, Weed Control	36	182.40	6566.40
3	Cocoa Boulevard / U.S. 1 Medians and Rights of Way, Weed Control	36	2048-	73,728-
4	Clearlake Rd Rights of Way – Dixon Blvd to Industry Road, Weed Control	26	480-	12,480-
5	Harry T. Moore Center & Museum – 307 Blake Ave, Weed Control	36	128-	4,608-
6	Cemeteries			
	a) Pinecrest Cemetery – 815 Clearlake Road	36	160	5,760-
	b) Evergreen Cemetery – 816 Clearlake Road	36	160	5,760-
	c) Hilltop Cemetery – 301 N. Cocoa Boulevard	36	160	5,760-
	d) Cocoa Cemetery – 101 N. Cocoa Boulevard	36	160	5,760
7	B.A. Morse Park / Emma Jewel Storm Water Pond – 901 Barbara Jenkins St.	36	160	5,760
	Twice a month Oct. 1st to April 30th / 4 times a month from May 1st to Sept. 30			

GROUP AREA # 2

	LOCATIONS	Cuts	Price per Cut	Total
8	Water Field Operations – 351 Shearer Blvd / Include Fleet Maintenance @ 301 Shearer Blvd, Weed Control	26	256-	6,656-
9	King Street / S.R. 520 Medians and Rights of Way, Weed Control (36 cuts)	36	960-	24,960-
10	Rosetine St. Rights of Way from Range Road to Church on S. side and EFSC on the N. side	26	480-	12,480-
11	Range Rd Rights of Way from City Limits on South side North to transition into Michigan Ave	26	480-	12,480-
12	Michigan Ave Rights of Way from Clearlake Rd west to Range Road. Includes larger section curve to Range	26	224-	5,824-
13	Lee Wenner Park – 300 Riveredge Blvd	26	640-	16,640-
14	Highway 524 Rights of Way from Industry Road to Cox Road	26	1,280-	33,280-
15	Gray Rd. Rights of Way from City Limits to Hooper Rd	26	224-	5,824-
16	Hooper Rd. Rights of Way from Gray Rd to Range Rd	26	192-	4,992-
17	Cocoa Conservation Area – 1714 Cocoa Bay Blvd.	26	288-	7,488-
18	London Blvd Rights of Way + Open Field by lift station	26	576-	14,976-
19	North Road Rights of Way	26	192-	4,992-
	Twice a mont Oct 1st to July 31 / Threes times a month August and September except for King Street			

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

GROUP AREA # 3

	LOCATIONS	Cuts	Price per Cut	Total
20	Peachtree Street Rights of Way -- Forrest Ave to Pineda St	26	272-	7,072-
21	Museum – 2201 Michigan Avenue	26	160-	4,160-
22	Bernard Easement – 533 Bernard St	26	128-	3,328-
23	N. Fiske ROW from Dixon to Anderson Park	26	288-	7,488-
24	S. Fiske ROW from Rosa L Jones Dr to King St (SR 520)	26	160-	4,160-
25	Cocoa Lakes Dr. Rights of Way from Michigan Ave. to Private Development	26	128-	3,328-
26	Jackson St. Rights of Way from S. Varr Ave to City Limits near 505 Abbey Lane	26	112-	2,912-
27	Jackson St. easement that runs from Jackson St. south to Rosa L. Jones Drive	26	224-	5,824-
28	Forrest Ave. Rights of Way from Willard St. north to N. Cocoa Blvd. (U.S. 1)	26	320-	8,320-
29	Bracco Pond Parking – 950 Plaza Parkway	26	160-	4,160-
	Twice a month Oct 1st to July 31 / Threes times a month August and September			

GROUP AREA # 4

	LOCATIONS	Cuts	Price per Cut	Total
30	Stone Street Rights of Way – S. Fiske Blvd to Railroad Tracks	26	256-	6,656-
31	Pineda St. Rights of Way from Peachtree St. to Dixon Blvd	26	384-	9,984-
32	Townsend Rd Rights of Way from S.R. 520 north to last property. Include Pond on East side near 1st curve	26	384-	9,984-
33	Dixon Blvd. Rights of Way from N. Indian River Dr. to Clearlake Road	26	512-	13,312-
34	Residential Lots			
	a) 1043 Peachtree St.	26	43.20	1,123.20
	b) 801 Eden ST	26	43.20	1,123.20
	c) 1101 Avon St	26	43.20	1,123.20
	d) 1970 Furman Ct	26	43.20	1,123.20
	e) 1050 Bellefonte Ave	26	43.20	1,123.20
	f) 712 Stone St	26	43.20	1,123.20
	g) 619 Stone St	26	43.20	1,123.20
	h) 437 Satsuma St	26	43.20	1,123.20
	i) 629 S Georgia Ave	26	43.20	1,123.20
	j) 1059 Olive St	26	43.20	1,123.20
	k) 514 S Wilson Ave	26	43.20	1,123.20
	l) 1408 Donna Ave	26	43.20	1,123.20
	m) 1204 Cambridge St	26	43.20	1,123.20
	n) 1110 Grove Ave	26	43.20	1,123.20
	o) 2019 N Cocoa Blvd	26	43.20	1,123.20
	Twice a month Oct 1st to July 31 / Threes times a month August and September			

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

	Group Areas	Sub Totals
1	Group Area 1	143,462.40
2	Group Area 2	150,592.00
3	Group Area 3	50,752.00
4	Group Area 4	56,784.00
	Grand Total	401,590.40

NOTE #1: The estimated quantities are an approximate only and are not guaranteed. The City does not assume any responsibility that the actual quantities purchased shall remain in strict accordance with the estimated quantities, nor shall the Contractor cause misunderstanding or deception because of such estimate of quantities or of the character, locations of the work, or other conditions pertaining thereto. Any related positions not referenced above may be attached to the back of this page. A brief position description must also be included.

1. OPTIONAL PRICING

NA	

NOTE #2: The Proposer must include a task and fee (by position) schedule breakdown based on the proposed hourly rates. This document is to be inserted at the end of Attachment "F", Price Schedule and Acceptance of Terms and Conditions and identified as OPTIONAL PRICING SCHEDULE.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Solicitation Number: RFP-21-26-COC
	REQUEST FOR PROPOSALS (RFP)	Due Date: August 13, 2021 @ 3:00 PM

TITLE: City of Cocoa – Contract Mowing Services

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the City of Cocoa Purchasing & Contracts Division for the price set forth herein in **Attachment "F" Price Proposal and Acceptance of Proposal Terms and Conditions**. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: Micnor Corp. - DBA: US Lawns of Brevard

Mailing Address: 374 Commerce Pkwy, Rockledge, FL 32955

Telephone Number: 321-636-0655 Fax Number: 321-806-3957 E-mail Address: brandon@uslawnsofbrevard.com

Authorized Signatory — Brandon Silverstein (Printed Name) FEIN: 20-2319202 DUNS: 14-288-3730

Owner (Title) — 8/10/21 (Date) — CAGE Code: _____ As issued through www.sam.gov

STATE OF FL
COUNTY OF Brevard

The foregoing instrument was executed before me this 10 day of August, 2021, by Brandon Silverstein as Owner of Micnor Corp - dba US Lawns of Brevard 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.

(stamp)

Notary Public State of Florida
Amanda Osteen Chaplin
My Commission HH 094218
Expires 02/17/2025

NOTARY PUBLIC, State of FL

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE

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

Legislation Details (With Text)

File #:	21-642	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	9/20/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	Approval of the renewed multi-year agreement with Target Solutions Learning, LLC for a city-wide Learning Management System effective October 1, 2021 through September 30, 2024, with approval to waive competitive quote requirement, and authorize the City Manager to approve the final terms and conditions of the agreement and execute the final agreement upon final approval by the City Attorney as to legal form and sufficiency. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exemption to Competitive Bid Form (Target Solutions 10-1-21).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 22, 2021
Agenda Date: September 28, 2021
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approval of the renewed multi-year agreement with Target Solutions Learning, LLC for a city-wide Learning Management System effective October 1, 2021 through September 30, 2024, with approval to waive competitive quote requirement, and authorize the City Manager to approve the final terms and conditions of the agreement and execute the final agreement upon final approval by the City Attorney as to legal form and sufficiency.

BACKGROUND:

Since 2016, the City has utilized Target Solutions Learning, LLC as the City's Learning Management System (LMS). The current agreement is set to expire on September 30, 2021. Some of the features of the LMS are:

- Self-registration for training classes streamlining the enrollment of courses;
- The ability to track course completions, document training history and print training certificates;
- Incorporate onboarding for new hire paperwork and initial training;
- Educational series for Human Resources & Safety/OSHA requirements;
- Supervisory development series;
- Professional development courses;
- Customized Water/Wastewater, Police, and Fire/EMS courses.

powered by Legistar™

Based on Staff's prior research, Target Solutions, LLC was the only vendor we found that offers the customized water/wastewater courses and the specialized services for each of the City's Departments training needs for the public sector. City Staff worked with the City Attorney's office to negotiate terms for this multi-year agreement through September 30, 2024.

City Staff is also requesting to waive the competitive quote requirement under the Financial Operations Manual, as in the best interest of the City. The justification form is attached to the agenda.

STRATEGIC PLAN CONNECTION:

The City's Strategic Plan identified a strategic issue of working to retain a qualified workforce, and additionally prepare for the retirement of long-tenured employees. Specifically, the objectives under the strategic issues for Employees include:

- Objective 2.1: Ensure all employees have the proper training to complete their duties as assigned.

- Objective 2.2: Develop a success planning program to prepare the City for the retirement of long-tenured employees, especially in organizationally critical positions.

Approval of the learning management system will assist in ensuring all employees have the proper training to complete their duties as assigned. This Item will also assist in the development of a succession planning program to prepare for the retirement of long-tenured employees.

BUDGETARY IMPACT:

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

Amount Requested	$28,975.99
Account Numbers	001-1600-513.56-15
Account Name	IT-Related Operating Exp

The multi-year agreement includes a three percent (3%) increase for Fiscal Year 2023 and Fiscal Year 2024. The renewal each year is also dependent on the actual headcount of employees at that time and number of licenses.

PREVIOUS ACTION:

The City Council at its September 25, 2018 meeting, approved a sole source, multi-year agreement with Target Solutions, effective October 1, 2018 through September 30, 2021.

RECOMMENDED MOTION:

Approval of multi-year agreement with Target Solutions Learning, LLC for a city-wide Learning

Management System effective October 1, 2021 through September 30, 2024, with approval to waive competitive quote requirement, and authorize the City Manager to approve the final terms and conditions of the agreement and execute the final agreement upon final approval by the City Attorney as to legal form and sufficiency.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=9834681&GUID=A9BB8DCD-6F77-499A-98F7-003A512EFDFB* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	21-631	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	9/15/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	Ordinance No. 13-2021/2nd and Final Reading: Regarding updates to the Special Events Ordinance. (Asst. to the CM/ PIO)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 13-2021 Special events code changes DRAFT (002).pdf Legal AD Proof.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 16, 2021
Agenda Date: September 28, 2021
Prepared By: Samantha Senger, Assistant to the CM/Public Information Officer
Through: Stockton Whitten, City Manager
Requested Action:
Staff recommends the approval on Second Reading of Ordinance 13-2021 regarding updates to the Special Events Ordinance.

BACKGROUND:

City staff recently reviewed City application and agreement forms relating to City Facility rentals and Special Events. During such process, City staff identified a need to further update the Special Events Ordinance previously revised and adopted by City Council in 2018. Those changes to the ordinance include:

- Removal/addition of certain definitions as appropriate (e.g., removal of sanitation fee definition; removal of application fee definition; addition of Special event fee definition).
- City sponsored event definition revised to include the annual Wednesday Friendsday Chamber event and to remove Fiesta Brevard which no longer occurs and Cocoa Mardi Gras which is produced by an outside promoter.
- Removal of City organized events from the requirement of filling out and submitting an application.
- Removal of duplicate language about cleaning of the facilities under the Sanitation section.
- Revise provisions regarding special event permit and classification to reflect the tiered rate structure for special event permits and classification approved in 2018.
- Authorizing the City Manager to approve the waiver of special event fees associated with fundraising events put on by 501(c)(3) non-profit organizations.
- Such special event fee waiver requests will be treated as requests for City sponsorship of such special event.

STRATEGIC PLAN CONNECTION:

Image - Host special events to attract visitors to the Cocoa community.

BUDGETARY IMPACT:

n/a

PREVIOUS ACTION:

City Council approved Ordinance 13-2021 on First Reading at the September 14, 2021 Cocoa City Council meeting.

RECOMMENDED MOTION:

Staff recommends approval on Second Reading of Ordinance 13-2021 regarding updates to the Special Events Ordinance.

ORDINANCE NO. 2021-____

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

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, in 2018, the City adopted a revised Master Fee Schedule for City Facility Rentals, Special Events, and Parades, by way of Resolution Number 2018-047, which both revised relevant fees charged and also restructured the classification of special event applicants into five tiered categories for the purposes of determining the fees or user charges imposed pursuant to the Master Fee Schedule; and

WHEREAS, following the City's adoption of Resolution Number 2018-047, City staff conducted a review of the City Code provisions relating to special events and parades and has recommended that certain related provisions be amended as set forth herein so as provide for the same classification system for such applicants, and to otherwise coincide with the revised Master Fee Schedule as intended by City staff; and

WHEREAS, City staff also currently recommends the adoption of a minimally revised Master Fee Schedule via resolution at this time, contends that such revised Master Fee Schedule coincides with all recommended City Code revisions, and has provided same to the City Council for consideration; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings of the City Council of the City of Cocoa.

Section 2. **Amendment to Chapter 2, Article XI.** The City of Cocoa Code of Ordinances, Chapter 2, Article XI, Special Events and Parades is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Chapter 2, Article XI. It is intended that

the text in Chapter 2, Article XI denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

ARTICLE XI. - SPECIAL EVENTS AND PARADES
Sec. 2-401. - General provisions.

****

(d) *Definitions.* The following terms as used in this article shall have the following meaning respectively ascribed to them unless the context clearly indicates otherwise. All references to the singular shall also encompass the plural.

****

~~*Application fee* shall mean the non-refundable fee paid in connection with an application made pursuant to this article.~~

****

City sponsored event shall mean any special event for which the city is the primary sponsor, but which event is not necessarily planned or conducted by the city. City-sponsored events include, but are not limited to: Cocoa Rotary Party in the Park, ~~Fiesta Brevard,~~ Wednesday Friendsday Chamber Networking Event, and Mardi Gras Paws in the Park ~~and Cocoa Mardi Gras~~.

Cocoa Village Partnering Organization shall mean any not-for-profit organization that's sole purpose is to attract visitors to the Cocoa Village area or that promotes the Cocoa Village area as a destination. Status as a 501(c)(3) tax-exempt organization is not required.

****

~~*Sanitation fee* shall mean the non-refundable fee required to be paid pursuant to this article for the issuance of a permit to hold a special event.~~

****

Special event fee shall mean the fee paid in connection with the Special Event application made and use permit issued pursuant to this article.

****

Sec. 2-402. - Special event.

(a) *Application; ~~application~~ Special Event fees.* Permit applications for a single special event or a series of special events shall be filed with the leisure services manager ~~accompanied by the~~

~~requisite application fee(s)~~ and submitted on forms approved by the city council as set forth herein. In addition to the information required upon the application, applicants shall provide a site plan and internal security plan as attachments to the application.

(1) Single special event. Any person or organization which desires to hold a single special event must make application for a special event permit no later than sixty (60) days prior to the commencement of such event. However, applications shall not be accepted sooner than 365 days prior to the commencement of the single special event. Unless otherwise exempt pursuant to section 2-404, all special events shall be subject to a special event fee as established by resolution. ~~such application shall be accompanied by a non-refundable application fee as specified in this section.~~

(2) *Series of special events.*

****

c. Each special event within the series of events shall be subject to a special event fee and a damage and clean-up fee ~~non-refundable application fee. The application fee for the first event shall be submitted with the application.~~ All other fees shall be submitted no later than ~~60~~ 30 days prior to the special event.

****

(c) *Application review; criteria to grant permit.*

(1) Upon receipt of the completed application ~~and application fee~~, as required by this section, the date(s) of the special event will be conditionally reserved on the leisure services master calendar pending final approval by the city manager. The leisure services manager shall forward copies of the application to the special events review committee, which shall consist of the leisure services manager and representatives from the departments of police, fire/emergency medical services, and public works for review. Department review is typically conducted electronically and will be submitted to each department thirty (30) to forty-five (45) days prior to each special event. Each department will review the application, endorse comments thereon and determine the number of extra personnel hours cost estimated to be required from such departments. The leisure services manager shall inform the applicant of the special events review committee's comments and estimated costs. The comments so forwarded shall be retained with the application file.

****

(4) In determining whether to grant the particular permit in accordance with the time, manner and place requested, whether to deny the permit as requested and propose a modified time, manner and place, or whether to deny the permit altogether, the city manager shall be guided by the following criteria:

***

d. Notwithstanding the foregoing, the city manager may deny a permit to an applicant where:

***

4. The applicant has not tendered the required ~~application~~ special event fee ~~with the application and has not submitted thirty (30) days prior to the event~~ and the payment of extra personnel hours cost, ~~sanitation fee,~~ and damage and clean-up deposit thirty (30) days prior to the event;

***

(h) *Pre-event walkthrough and post-event evaluation.* Prior to the commencement of each special event, the leisure services manager, or designee, shall conduct a walkthrough of the event site in order to assess the condition of the site. The applicant shall be present during the walkthrough and any damage or debris existing at the time of the walkthrough shall be noted in writing by the leisure services manager.

A post-event evaluation will be conducted at the conclusion of the special event. This will include a review of the applicant's clean-up efforts, payment in full of any amounts due to the city, and an evaluation of the applicant's adherence to the rules and regulations set forth in the special event permit. This post-event evaluation will provide the information for future determinations by the city of the applicant's "conditional standing" or "good standing" established pursuant to this section.

(i) *Sanitation* . One (1) eight-cubic yard dumpster (or equivalent yardage) must be utilized for every two thousand (2,000) people in attendance at the special event. The applicant shall submit an invoice or receipt from the dumpster provider evidencing that this requirement is met at least ten (10) days prior to the start of the event. Dumping in an unapproved dumpster is prohibited. For events that are longer than one (1) day in duration, all dumpsters must be emptied at least once each day by a waste service provider. All temporary garbage containers must be removed from the property no later than the day after the conclusion of the event. All fees associated with securing the required dumpsters and garbage containers shall be paid by the applicant. At the conclusion of the special event, the applicant shall ensure that all trash and debris is picked up and disposed of properly. In the event the city expends funds to clean up after a special event, such funds will be deducted from the applicant's damage and clean-up deposit and any additional fees above and beyond that deposit will be invoiced to the applicant.
~~At the conclusion of the special event, the applicant shall ensure that all trash and debris is picked up and disposed of properly. In the event the city expends funds to clean up after a special event, such funds will be deducted from the applicant's damage and clean-up deposit and any additional fees above and beyond that deposit will be invoiced to the applicant.~~

***

(k) *No Exemption for city sponsored ~~or city organized~~ events* . All applicants for special events must submit an application according to the rules and regulations set forth in this section. City sponsored events ~~and city organized events~~, as defined in section 2-401 of this Code, shall not be exempt from such requirement.

***

(n) *Event and permit classification.*

***

(2) ~~Classes~~ Tiers of special event permits and the evaluated factors for each ~~class~~ tier shall be as follows:

a. ~~*Class A*~~*Tier 1 permit.* ~~For a special event which will require between fifty (50) and one hundred (100) extra personnel hours or for which the attendance is anticipated to be in excess of fifteen thousand (15,000) persons over the entire period of the special event.~~ A Special Event or Parade which the attendance is anticipated to be less than 1,000 Persons and is organized by either a Non-profit (501(c)(3)) Organization or a Cocoa Village Partnering Organization.

b. ~~*Class B*~~ *Tier 2 permit.* ~~For a special event which will require between twenty-five (25) and fifty (50) extra personnel hours or for which the attendance is anticipated to be between two thousand (2,000) and fifteen thousand (15,000) persons over the entire period of the special event.~~ A Special Event or Parade which the attendance is anticipated to be less than 1,000 Persons and is organized by a for profit organization.

c. ~~*Class C*~~ *Tier 3 permit.* ~~For a special event which will require between three (3) and twenty-five (25) extra personnel hours or for which the attendance is anticipated to between than two hundred fifty (250) and two thousand (2,000) persons over the entire period of the special event.~~ A Special Event or Parade which the attendance is anticipated to be in excess of 1,000 Persons and is organized by a Non-profit (501(c)(3)) Organization.

d. *Tier 4 permit.* A Special Event or Parade which the attendance is anticipated to be in excess of 1,000 Persons and is organized by a Cocoa Village Partnering Organization.

e. *Tier 5 permit.* A Special Event or Parade which the attendance is anticipated to be in excess of 1,000 Persons and is organized by a for profit organization.

(o) *Fee schedule; deposits; special event fee; service fees; permit fees*. The city council shall adopt by resolution a special event fee schedule which itemizes all applicable fees and charges imposed in accordance with this article to defray city costs and expenses related to implementing this article. Unless otherwise exempt pursuant to section 2-404 or this section, any applicant seeking to make application for and obtain a special event permit shall agree to pay to the city the fees required under the special event fee schedule adopted by the city council.

(1) No later than thirty (30) days prior to each special event being held, applicants shall make full payment to the city for the ~~facility rental~~ special event fee~~s~~, ~~sanitation fee,~~ damage and clean-up deposit, public safety costs and special use fee(s). Applicants seeking approval of a series of special events shall be responsible for deposits and fees for each special event and shall make payment to the city for each special event consistent with the requirements of this subsection.

****

(3) All approved applicants will be categorized into one (1) of the following groups and assessed security deposits accordingly:

a. *Conditional standing*— The city may classify applicants for an event with past issues such as damage to property, improper clean-up after an event, unpaid fees or violation of permit rules and regulations as having conditional standing. Applicants with conditional standing shall submit a security deposit in the amount of one thousand dollars ($1,000.00) to the city prior to the event start date. If the event is conducted as agreed to in the special events permit, the security deposit will be ~~required~~ returned within thirty (30) days of the conclusion of the event and the applicant may be considered to have good standing for the next event. If the event is not conducted once again as agreed upon in the special event permit, the applicant may be denied future event permits with the city and a portion or all of the security deposit will not be returned to the applicant.

****

(4) *Waiver of special event fee.* The City Manager, or designee, shall have the authority to waive only such special event fee as is established by the applicant's "Tier" category. Public safety personnel fees and other special fees shall not be waived. Only fundraising events conducted by non-profit (501(c)(3)) organizations will be considered for special event fee waivers. A special event fee waiver request shall be treated as a request for City sponsorship of the special event. If such special event fee waiver is granted, the applicant shall promote the City's sponsorship of the special event as directed by the City. A request in writing must be made with submission of the application along with a copy of any available sponsorship opportunities for the special event.

****

Sec. 2-403. - Parades.

***

(b) *Application.*

***

(3) Unless otherwise exempt pursuant to section 2-404, ~~such application shall be accompanied by a nonrefundable application fee as specified in this article.~~ <u>all parades shall be subject to a special event fee as established by resolution.</u>

***

<u>Section 3.</u> **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.

<u>Section 4.</u> **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

<u>Section 5.</u> **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.

<u>Section 6.</u> **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 _____, 2021.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA - TE

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0004916239
Pymt Method Invoice
Net Amt: $348.32

Run Times: 1

No. of Affidavits: 1

Run Dates: 09/19/21

Text of Ad:

AD#4916239, 09/19/2021

CITY OF COCOA
NOTICE OF PUBLIC HEARING

SEPTEMBER 28, 2021

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Tuesday, September 28, 2021, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council will consider adopting the following Ordinance on Second Reading, titled as follows:

ORDINANCE NO. 13-2021

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

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.

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

Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (cshealy@cocoafl.org), or by telephone by calling (321) 433-8484.

In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting:

Carie Shealy, City Clerk, 65 Stone Street, Cocoa (321) 433-8484

Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 15th
day of September, 2021.

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	21-640	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Public Hearing
File created:	9/20/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	

Title: Approve Resolution 2021-087 adopting the Final Millage Rate of 6.4532 mills for the City of Cocoa Fiscal Year 2022 commencing on October 1, 2021 and ending on September 30, 2022, which represents an increase of 9.84% over the rolled-back rate of 5.8749.

Approve Resolution 2021-088 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2022 commencing on October 1, 2021 and ending on September 30, 2022.

Sponsors:

Indexes:

Code sections:

Attachments: Resolution Adopting the Final Millage Rate 2021-087.pdf
Resolution Adopting the Final Budget 2021-088.pdf
FY 2022 Budget.pdf
Classification - Pay Grade FY 2022.pdf
Classification - Pay Grade FY 2022 Public Safety.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 20, 2021
Agenda Date: September 28, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director and
Stockton Whitten, City Manager
Requested Action:
Approve Resolution 2021-087 adopting the Final Millage Rate of 6.4532 mills for the City of Cocoa Fiscal Year 2022 commencing on October 1, 2021 and ending on September 30, 2022, which represents an increase of 9.84% over the rolled-back rate of 5.8749.

Approve Resolution 2021-088 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2022 commencing on October 1, 2021 and ending on September 30, 2022.

BACKGROUND:

Resolution Adopting the Final Millage Rate

In accordance with Florida Statute 200.065, the City of Cocoa held a public hearing on September 14, 2021, at which time a tentative millage rate was set (Resolution 2021-080). Pursuant to this state statute, a public hearing must be held to adopt a final millage rate to fund the final budget for Fiscal Year 2022. On September 28th, 2021 the City of Cocoa will hold a final public hearing. At this

hearing, the City Cocoa City Council must publicly announce the percent of change by which the recomputed final millage rate exceeds the rolled-back rate computed pursuant to Florida Statutes 200.065(1). The tentative millage rate of 6.4532 voted by City Council on September 14, 2021, represents an increase of 9.84% over the rolled-back rate of 5.8749.

Resolution Adopting the Final Budget
In accordance with Florida Statue 200.065, upon holding a public hearing tentatively adopting a proposed millage rate, the City Council must adopt a tentative budget for Fiscal Year 2022, which commences on October 1, 2021 and ends September 30, 2022. On September 14, 2020, a tentative Budget (Resolution 2021-081) was adopted.

Proposed expenditures in the tentative budget including all funds, total $145,575,600. The budgeted amounts for the three major funds are as follows: the proposed General Fund budget is $43,133,827: the proposed Water/Sewer budget is $73,308,523 and the proposed Stormwater budget is $1,830,548. Ad Valorem proceeds included in the tentative budget are budgeted at 97% of the current year gross taxable value for operating purposes of $1,222,019,304, which equals $7,649,355.

FY2022 is inclusive of a new Department, Information Systems (I.T.), previously budgeted in the City Manager's Office. Also included in the FY2022 Budget, are the pay plans/pay ranges for each position (attached).

STRATEGIC PLAN CONNECTION:

To provide for transparency during the Truth in Millage (TRIM) and Budget process for accountability to the tax payers of the City of Cocoa. Through the strategic planning process, the City committed to developing a financially sustainable revenue base to support and deliver high quality municipal services.

BUDGETARY IMPACT:

The proposed final millage rate of 6.4532 is projected to generate proceeds of $7,649,355. This projection is an increase of $1,022,451 over the prior year budgeted ad valorem proceeds.

PREVIOUS ACTION:

At a Public Hearing on September 14, 2021, the City Council adopted a tentative millage rate with Resolution 2021-080 and a tentative budget with Resolution 2021-081.

RECOMMENDED MOTION:

Approve Resolution 2021-087 adopting the Final Millage Rate of 6.4532 mills for the City of Cocoa Fiscal Year 2022 commencing on October 1, 2021 and ending on September 30, 2022, which represents an increase of 9.84% over the rolled-back rate of 5.8749.

Approve Resolution 2021-088 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2022 commencing on October 1, 2021 and ending on September 30, 2022.

RESOLUTION NO. 2021-087

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR THE CITY OF COCOA FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021, ANNOUNCING THE PERCENTAGE BY WHICH THE FINAL MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with *Florida Statute 200.065,* the City of Cocoa, Florida, held a public hearing on July 27, 2021, whereby a proposed tentative millage rate was established and the date, time, and place of a public hearing to consider the proposed millage was set; and

WHEREAS, *Florida Statute 200.065* requires that within 35 days of certification of value, each taxing authority shall advise the property appraiser of its proposed millage rate, of its rolled-back rate, and of the dates, time and place at which public hearings will be held to consider the proposed millage rate and tentative budget; and

WHEREAS, pursuant to this same statute a public hearing was held on September 14, 2021, for the purpose of adopting a tentative millage rate and a tentative budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Cocoa has made any necessary recalculations to the tentative millage rate and tentative budget and desires to adopt the final millage rate, and announce the percentage by which the final millage rate exceeds the rolled-back rate, in accordance with this Resolution, which the City Council hereby deems in the best interests of the citizens of Cocoa.

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

SECTION 1. The Cocoa City Council adopts a final millage rate of 6.4532 for the Fiscal Year 2021-2022, which commences October 1, 2021, and ends September 30, 2022. The millage rate of 6.4532 represents 9.84% increase over the percent of change, of the rolled back rate of 5.8749.

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

SECTION 3. If any section, subsection, sentence, clause, phrase, word, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

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 Public Hearing assembled on the 28th day of September, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

RESOLUTION NO. 2021-088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ADOPTING A FINAL BUDGET FOR THE CITY OF COCOA FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with *Florida Statute 200.065,* the City of Cocoa, Florida, held a public hearing on July 27, 2021, whereby a proposed tentative millage rate was adopted; and

WHEREAS, pursuant to this same statute a public hearing was held on September 14, 2021, for purposes of adopting a tentative millage rate and tentative budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Cocoa City Council desires to adopt a final budget for Fiscal Year 2021-2022.

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

SECTION 1. Having adopted a final millage rate of 6.4532 for the City of Cocoa Fiscal Year 2021-2022, the City Council hereby adopts a final budget as may be amended for Fiscal Year 2021-2022, which commences October 1, 2021, and ends September 30, 2022.

SECTION 2. Proposed expenditures in the final budget total $145,575,600 Ad Valorem proceeds included in the tentative budget are budgeted for operating purposes at 97% ($7,649,355) of the current year gross taxable value of $1,222,019,304.

SECTION 3. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 4. If any section, subsection, sentence, clause, phrase, word, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

SECTION 5. 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 Public Hearing assembled on the 28th day of September, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

EXPENDITURES BY OBJECT CATEGORY SUMMARY - BY FUND

ALL APPROPRIATED FUNDS

Fund / Division	FY 2022 Personnel	FY 2022 Operating	FY 2022 Capital	FY 2022 Grants & Aides	FY 2022 Other	Total
General Fund: 001						
Police	9,273,886	1,250,754	549,805			**11,074,445**
Public Works	2,914,690	5,429,898	735,916			**9,080,504**
Fire	5,755,310	975,066	126,725			**6,857,101**
General Operations	1,872,826	2,225,843		1,174,996	1,749,088	**7,022,753**
Finance	2,731,045	797,475				**3,528,520**
Information Technology	879,511	1,269,084	-	-	-	**2,148,595**
City Manager Office	1,325,278	171,132	-	-	-	**1,496,410**
Administrative Services	889,779	43,319	-	-	-	**933,098**
Community Services	692,916	43,180	-	2,500	-	**738,596**
City Council	114,689	80,216	-	-	-	**194,905**
General Operations/Emergency Disaster	-	58,900	-	-	-	**58,900**
GENERAL FUND TOTAL	**26,449,930**	**12,344,867**	**1,412,446**	**1,177,496**	**1,749,088**	**43,133,827**
Water Sewer: 421	**19,738,253**	**27,813,828**	**3,899,296**	**1,200**	**21,855,946**	**73,308,523**
Stormwater: 423	**647,688**	**640,240**	**542,620**			**1,830,548**
CDBG: 103	**32,630**	**23,091**	**-**	**209,187**	**112,258**	**377,166**
Brevard County Home: 104	**7,845**	**8,890**		**459,549**		**476,284**
SHIP/COCOA Housing Trust: 105	**11,998**	**-**		**127,980**		**139,978**
Building Permits: 107	**495,071**	**124,989**	**-**	**-**	**-**	**620,060**
SEC 108 Loan Guarentee: 108	**-**	**-**	**-**	**-**	**112,258**	**112,258**
CRA Cocoa RDA: 110	**55,706**	**1,431,274**	**-**	**-**	**2,074,348**	**3,561,328**
CRA Diamond Square 626: 111	**30,950**	**677,762**	**-**	**22,500**		**731,212**
Law Enforcement Trust: 141	**-**	**6,104**	**-**	**-**	**-**	**6,104**
Police Special Education: 142	**-**	**4,500**	**-**	**-**	**-**	**4,500**
Debt Service: 201	**-**	**-**	**-**	**-**	**1,749,088**	**1,749,088**
Capital Projects: 301	**-**	**-**	**-**	**-**	**671,968**	**671,968**
Water/Sewer Impact Fee: 422	**-**	**-**	**-**	**-**	**2,232,899**	**2,232,899**
Renewal & Replace: 424	**-**	**-**	**5,753,371**	**-**	**-**	**5,753,371**
W/S Restricted Assets: 425	**-**	**-**	**-**	**-**	**9,535,205**	**9,535,205**
Workers Compensation: 520	**980,892**	**271,500**	**-**	**-**	**-**	**1,252,392**
Health Insurance: 530	**-**	**78,889**	**-**	**-**	**-**	**78,889**
TOTAL OF ALL FUNDS	**$48,450,963**	**$43,425,934**	**$11,607,733**	**$1,997,912**	**$40,093,058**	**$145,575,600**

CLASSIFICATION / PAY GRADE SCHEDULE
FOR FISCAL YEAR 2022
GENERAL

GRADE	EXEMPT/ NON-EXEMPT	POSITION	MINIMUM	MIDPOINT	MAXIMUM
GH1	N	School Crossing Guard (Part Time)	$ 23,712	$ 30,826	$ 37,939
LU2	N	Custodial Worker	$ 28,080	$ 36,504	$ 44,928
GH3	N	Facilities Attendant	$ 30,326	$ 39,426	$ 48,526
GH4	N	Administrative Assistant	$ 32,760	$ 42,588	$ 52,416
	N	Community Services Technician			
	N	Engineering Intern			
	N	Office Assistant			
	N	Police Records Clerk			
	N	Receptionist			
	N	Recording Secretary			
	N	Records Technician			
LU4	N	Stock Clerk	$ 32,760	$ 42,588	$ 52,416
GH5	N	Accounts Payable Clerk	$ 35,381	$ 45,999	$ 56,618
	N	Administrative Secretary			
	N	Customer Service Technician			
	N	Engineering Representative			
	N	License & Permit Technician			
	N	Property / Evidence Technician			
	N	Utility Billing Clerk			
LU5	N	Apprentice Electrician	$ 35,381	$ 45,999	$ 56,618
	N	Customer Service Rep			
	N	Maintenance Worker I			
	N	Meter Reader			
	N	Meter Technician			
	N	Senior Stock Clerk			
	N	Sludge Equipment Operator			
	N	Utility Field Service Representative			
GH6	N	Booking Officer (Part Time)	$ 38,210	$ 49,681	$ 61,152
	N	Contract Technician			
	N	Senior Accounts Payable Clerk			
	N	Victims Advocate			
LU6	N	Back-Flow Technician	$ 38,210	$ 49,681	$ 61,152
	N	Maintenance Worker II			
	N	Mechanic I			
	N	Utility Line Locator			
	N	Utility Mechanic I			
	N	Valve Operator			
GH7	N	Code Enforcement Officer	$ 41,267	$ 53,654	$ 66,040
	N	Field Inspector			
	N	Field Operations Technician			
	N	Field Service Inventory Technician			
	N	Help Desk Support Technician			
	N	Human Resources Technician			
	N	Police Officer Trainee			
	N	Senior Customer Service Representative			
	N	Senior Field Service Representative			
	N	Senior Utilities Field Service Representative			
	N	Utilities GIS / CAD Technician			
	N	Utility Accounting Technician			

CLASSIFICATION / PAY GRADE SCHEDULE
FOR FISCAL YEAR 2022
GENERAL

GRADE	EXEMPT/ NON-EXEMPT	POSITION	MINIMUM	MIDPOINT	MAXIMUM
	N	Water Reclamations System Coordinator			
LU7	N	Heavy Equipment Operator	$ 41,267	$ 53,654	$ 66,040
	N	Industrial Electrician I			
GH8	N	Code Enforcement Coordinator	$ 44,574	$ 57,949	$ 71,323
	N	Crime Scene Technician			
	N	Field Inspector II			
	N	Payroll Technician			
LU8	N	Apprentice Operator	$ 44,574	$ 57,949	$ 71,323
	N	Crewleader			
	N	Environmental Analyst I			
	N	Fleet Technician II			
	N	Maintenance Worker III			
	N	Mechanic II			
	N	Senior Back-Flow Technician			
	N	Utility Mechanic II			
GH9	N	Asset Management Coordinator	$ 48,131	$ 62,577	$ 77,022
GE9	Y	Conservation-Public Relations Officer	$ 48,131	$ 62,577	$ 77,022
	Y	Criminal Intelligence Analyst			
	Y	Digital Communications Coordinator			
	Y	Redevelopment Coordinator			
	Y	Victim Advocate Coordinator			
	Y	Assistant City Clerk			
	Y	Development Coordinator			
	Y	Executive Secretary			
	Y	Fire Inspector			
	Y	Junior Buyer & Contract Specialist			
	Y	Junior Staff Accountant			
	Y	Leisure Services Coordinator			
	Y	Utilities Engineering Coordinator			
LU9	N	Certified Operator "C" Lead	$ 48,131	$ 62,577	$ 77,022
	N	Certified Operator "C" License			
	N	Electrician II			
GE10	Y	Grants Administrator	$ 51,979	$ 67,579	$ 83,179
	Y	Human Resources Coordinator			
	Y	Junior Systems Administrator			
	Y	Planner			
	Y	Staff Accountant			
	Y	Systems Analyst			
	Y	Utilities GIS Coordinator			
GH10	N	Grounds Maintenance Supervisor	$ 51,979	$ 67,579	$ 83,179
	N	Park & Right of Way Supervisor			
	N	Plans Examiner			
	N	Supervisor II			
LU10	N	Certified Operator "B" Lead	$ 51,979	$ 67,579	$ 83,179
	N	Certified Operator "B" License			
	N	Industrial Electrician II			
GE11	Y	Customer Service Supervisor	$ 56,139	$ 72,987	$ 89,835
	Y	Economic Development Specialist			

CLASSIFICATION / PAY GRADE SCHEDULE
FOR FISCAL YEAR 2022
GENERAL

GRADE	EXEMPT/ NON-EXEMPT	POSITION	MINIMUM	MIDPOINT	MAXIMUM
	Y	Field Service Supervisor			
	Y	GIS Administrator			
	Y	Inspection Supervisor			
	Y	Senior Buyer & Contracts Agent			
	Y	Support Service Supervisor			
	Y	Systems Administrator			
	Y	Utility Billing Supervisor			
GH11	N	Building Inspector	$ 56,139	$ 72,987	$ 89,835
	N	SCADA Analyst I			
	N	Supervisor III			
	N	Water Operations Supervisor			
LU11	N	Certified Operator "A" Lead	$ 56,139	$ 72,987	$ 89,835
	N	Certified Operator "A" License			
	N	Environmental Analyst II			
GH12	N	Electrical Maintenance Supervisor	$ 60,632	$ 78,832	$ 97,032
	N	SCADA Analyst II			
GE12	Y	Accounting Supervisor	$ 60,632	$ 78,832	$ 97,032
	Y	Assistant Sewer Field Operations Manager			
	Y	Assistant to the Building Official / Building Inspector			
	Y	Assistant Water Field Operations Manager			
	Y	Chief Of Maintenance			
	Y	Chief Operator			
	Y	Chief Operator Wastewater			
	Y	Housing Program Manager			
	Y	Public Information Officer			
	Y	Safety & Risk Program manager			
	Y	Senior Budget Analyst			
	Y	Senior Planner			
	Y	Technical Services Supervisor			
GE13	Y	Code Enforcement Manager	$ 65,478	$ 85,134	$ 104,790
	Y	Engineering Supervisor			
	Y	Leisure Services Manager			
	Y	Parks, Project & ROW Manager			
	Y	Redevelopment Program Manger			
	Y	Utilities Associate Engineer I			
	Y	Water Quality Laboratory Manager			
GE14	Y	Accounting Manager	$ 70,720	$ 91,946	$ 113,173
	Y	Assistant to the City Manager / Public Relations Specialist			
	Y	Dyal Plant Manager			
	Y	Economic Development Manager			
	Y	Facilities Manager			
	Y	Fleet Manager			
	Y	Human Resources Manager			
	Y	Planning & Zoning Manager			
	Y	Police Lieutenant (IA)			
	Y	Senior Network & Security Administrator			
	Y	Streets / Stormwater Manager			
	Y	Utilities Associate Engineer II			
	Y	Utilities Support Services Manager			
	Y	Utility Customer Service Manager			
	Y	Purchasing / Contracts Manager			

CLASSIFICATION / PAY GRADE SCHEDULE
FOR FISCAL YEAR 2022
GENERAL

GRADE	EXEMPT/ NON-EXEMPT	POSITION	MINIMUM	MIDPOINT	MAXIMUM
GE15	Y	City Clerk	$ 76,378	$ 99,299	$ 122,221
	Y	Engineering Division Manager			
	Y	Superintendent			
	Y	Water Field Operations Manager			
	Y	Water Treatment Manager			
GE16	Y	Assistant City Engineer	$ 82,493	$ 107,245	$ 131,997
	Y	Assistant Utilities Director			
	Y	Building Official			
	Y	Deputy Director Community Services			
	Y	Deputy Finance Director			
	Y	Deputy Fire Chief			
	Y	Police Commander			
GE17	Y	Administrative Services Director	$ 94,869	$ 123,334	$ 151,798
	Y	Chief Technology Officer			
	Y	Community Services Director / Planning & Zoning Administrator			
	Y	Deputy Director Utilities			
	Y	Finance Director			
	Y	Fire Chief			
	Y	Police Chief			
	Y	Public Works Director / City Engineer			
GE18	Y	Assistant City Manager	$ 109,096	$ 141,835	$ 174,574
GE19	Y	Utilities Director	$ 125,466	$ 163,114	$ 200,762
CC1	Y	Mayor	$ 6,600	$ 6,600	$ 6,600
	Y	Council Member	$ 6,000	$ 6,000	$ 6,000
CM1	Y	City Manager	*Contract Employee		

LU = LIUNA Union
GE = General Exempt Employees
GH = General Nonexempt Employees

CLASSIFICATION / PAY GRADE SCHEDULE
FOR FISCAL YEAR 2022
PUBLIC SAFETY

GRAD	EXEMPT/ NON-EXEMPT	POSITION	MINIMUM	MIDPOINT	MAXIMUM
PU6	N	Dispatcher / Communication Officer	$ 34,466	$ 45,594	$ 56,722
FU8	N	Firefighter / EMT	$ 38,116	$ 52,208	$ 66,300
PU9	N	Police Officer	$ 45,074	$ 57,793	$ 70,512
FU9	N	Driver / Operator	$ 46,488	$ 58,045	$ 69,602
PU12	N	Police Sergeant	$ 60,091	$ 76,606	$ 93,122
FU12	N	Fire Lieutenant / EMT	$ 57,954	$ 70,382	$ 82,810
PL1	Y	Police Lieutenant	$ 76,606	$ 94,786	$ 112,965
TU1	Y	District Fire Chief	$ 67,340	$ 87,542	$ 107,744

PU = Police Union
PL = Police Lieutenant Union
FU = Fire Union
TU = Fire Lieutenant Union

Legislation Details (With Text)

File #:	21-645	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Public Hearing
File created:	9/21/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	

Title: Approve a Settlement Implementation Agreement between Beachline Partners, LLC and the City of Cocoa including a preliminary site plan, amenities and amenities schedule, construction timeline, utilities requirements and other development matters for a residential subdivision, commonly known as the former “Barrera Shores” or “Silvestri Property”, to implement that Stipulated Settlement Agreement, made and entered into December 11, 2007 and recorded in the Brevard County Official Records Book 5837, Page 2226: Parcel #: 24-35-10-00-502; To the extent necessary, authorize the City Manager and City Attorney to complete any outstanding technical issues and record the Agreement. (Interim Community Services Director)

Sponsors:

Indexes:

Code sections:

Attachments: Beachline Partners Settlement Implementation Residential Subdivision Agreement (Clean Council draf
BEACHLINE SITE PLAN 09-23-2021.pdf
500 ft notice.pdf
Legal Ad (CC) - Beachline Partners DA.pdf
County Letter.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 21, 2021
Agenda Date: September 28, 2021
Prepared By: Alix Bernard, Interim Planning and Zoning Manager
Through: Charlene Neuterman, Interim Community Services Director
Stockton Whitten, City Manager

Requested Action:
Approve a Settlement Implementation Agreement between Beachline Partners, LLC and the City of Cocoa including a preliminary site plan, amenities and amenities schedule, construction timeline, utilities requirements and other development matters for a residential subdivision, commonly known as the former “Barrera Shores” or “Silvestri Property”, to implement that Stipulated Settlement Agreement, made and entered into December 11, 2007 and recorded in the Brevard County Official Records Book 5837, Page 2226: Parcel #: 24-35-10-00-502; To the extent necessary, authorize the City Manager and City Attorney to complete any outstanding technical issues and record the Agreement

BACKGROUND:

AT THE TIME OF PUBLISHING THIS AGENDA ITEM, SEVERAL TECHNICAL PROVISIONS OF

THE PROPOSED SETTLEMENT IMPLEMENTATION AGREEMENT AND THE PRELIMINARY SITE PLAN WERE STILL BEING WORKED OUT BETWEEN THE DEVELOPER AND CITY. ADDITIONAL REVISIONS TO THE AGREEMENT AND PRELIMINARY SITE PLAN MAY BE REQUIRED.

IN THE EVENT THAT ADDITIONAL TECHNICAL WORK NEEDS TO BE COMPLETED TO COMPLETE THE DRAFT AGREEMENT AND PRELIMINARY SITE PLAN AFTER COUNCIL'S CONSIDERATION, STAFF IS REQUESTING THAT THE CITY MANAGER AND CITY ATTORNEY BE AUTHORIZED TO COMPLETE, EXECUTE AND RECORD THE FINAL AGREEMENT SUBJECT TO WHATEVER DIRECTION IS PROVIDED BY COUNCIL AT THE MEETING.

The subject property comprises approximately 212.10 acres at the southeast corner of State Road 528 and Interstate 95 and was part of a project formerly known as the Barrera Shores. The property is subject to a Preceding Development Agreement, dated August 24, 2004 between the City of Cocoa and Barrera Shores, LLC.

In addition, the property is also subject to a Stipulated Settlement Agreement entered into in Brevard County v. City of Cocoa, Case No. 05-2005-018141, which was recorded on January 9, 2008 in Official Record Book 5837, Page 2226 of Brevard County, Florida. The Stipulated Settlement Agreement emanated from several lawsuits filed against the City when the property was annexed. The City prevailed in those lawsuits including the annexation appeal that went before the 5th District Court of Appeal. However, a settlement agreement was entered between the County, City and Developer when the County agreed not to appeal the case to the Florida Supreme Court.

The Developer has purchased the property and seeks to construct a low-density residential subdivision (approx. 418 units) on the Property consistent with the terms and conditions of the Preceding Development Agreement and the Stipulated Settlement Agreement and as more specifically required by this Settlement Implementation Agreement.

Project description
The proposed project will entail the development of approximately 418 single-family residential lots and homes with a minimum living area under air of one thousand five hundred (1,500) square feet and an average living area under air of one thousand eight hundred (1,800) square feet. All streets will be developed as private roadways to be owned and maintained by the developer/home owners association. The project will include the creation of private recreational common area green space and amenities. The Project will be required to have a homeowner's association, which will be responsible for maintaining the common areas in perpetuity.

Elements of the Development Agreement

Land Use Designations
The current Future Land Use designation on the property is Very Low Density Residential with several areas subject to a Conservation overlay designation. However the property does not have a City zoning designation. Therefore, in furtherance of compliance with the City's Comprehensive Plan, the Developer agrees to seek a City zoning designation for the Property of PUD, Planned Unit Development, which is consistent with the very low-density residential Future Land Use Map designation. Within one hundred eighty (180) days of the Effective Date, unless an extension is granted by the City Manager for good cause, the Developer agrees to submit a complete rezoning application with the City to request approval of a PUD zoning designation.

If the PUD application is denied by the City Council, the Developer will be required to submit a different rezoning application consistent with the very-low density residential Future Land Use Map designation until the City Council approves an acceptable City zoning designation for the Property. If a different zoning district is approved, the Developer acknowledges that a modification to this Agreement may be required to comply with the approved district's dimensional and/or open space requirements.

Ingress/Egress Points
Pursuant to the Stipulated Settlement Agreement, the Project shall have two public road access points. Developer acknowledges that the Stipulated Settlement Agreement requires the developer to coordinate with Brevard County certain transportation improvements at Friday Road and James Road. The Developer agrees to discuss and coordinate said improvements with the County in conjunction with Developer's application for Final Plans approval. Developer shall keep the City fully and timely updated regarding any and transportation discussions with, or directives imposed by, Brevard County and/or FDOT. Developer further acknowledges and agrees that Paragraph 7 of the Stipulated Settlement Agreement states that "All traffic calming devices along James Road shall be constructed and completed following land clearing(of the Property) but prior to any further construction or site work being completed (on the Property)" The City shall not be responsible or liable in any way whatsoever for any permitting or construction delays experienced by Developer resulting from Developer's failure to comply with the transportation improvement requirements set forth in the Stipulated Settlement Agreement.

Preliminary Site Plan
The Project shall be substantially developed in accordance with the preliminary site plan attached to the Agreement ("Preliminary Site Plan"). The Preliminary Site Plan is intended to be the general blueprint which details key aspects of the future physical development of the Property. The Preliminary Site Plan shall also serve as a necessary guide for future permit applications and permitting necessary to complete the construction of the Project. (Exhibit "B")

Final Plans
Developer will be required to submit an application for, and obtain the City's approval of, a final subdivision plat, final site plan and final engineering plans ("Final Plans") consistent with the Preliminary Site Plan and in compliance with the City Code and the amenities schedule required by this Agreement.

The Developer acknowledges and agrees that the Preliminary Site Plan was not created with specific surveyed dimensions and that during the Final Plans process such dimensions shall be surveyed, duly engineered, and provided to the City for consideration under applicable City Codes.

The Preliminary Site Plan shall be subject to reasonable adjustments at the Final Plans phase in order to bring the Project into full compliance with the City Code, and as a result, the exact location, layout and dimensions of the lots, common areas, buildings, landscaping, entrances, utilities, parking and other site improvements may vary slightly between Preliminary Site Plan approval and approval of the Final Plans.

Further, additional lots greater than the number of lots depicted on the Preliminary Site Plan may be

approved at the City's discretion, provided the additional lots do not reduce the proposed amount of open space and recreational areas depicted on the Preliminary Site Plan. These changes shall be allowed as long as the changes are consistent with the development standards noted in this Agreement and preserve the general character of the development shown on the Preliminary Site Plan. The City will not unreasonably withhold approval of the Final Plans and amenities schedule.

Public Utilities
Pursuant to Section 4.8 of the Preceding Development Agreement, the Developer has elected not to design, permit and construct the extension of the water, sewer and reclaimed utilities to the Property ("Utilities"). This election is similar to the Brightline Project to the north. Therefore, the City will design, permit and construct the extension of the Utilities as determined and deemed appropriate by the City. The Utilities details are complicated and are dependent on various contingencies and need to be coordinated with the Brightline Project to the north which was preliminarily previously approved by the City Council by Settlement Implementation Agreement. At the time of this Agenda Item, the Utilities provisions set forth in Section 7 of the Agreement were still being worked on by the parties. Council should reference the draft Agreement for details.

The Developer shall be responsible for the design, permitting and construction of all on-site utility infrastructure required to serve the Property including, but not limited to water, sewer, reclaimed stormwater pipes, sewer lift stations and pumps, electric lines and equipment, cable lines and equipment, phone lines and equipment, gas lines and equipment and other utility pipes, lines and equipment. Should City utility policy require that certain on-site water, sewer, reclaimed or stormwater utility infrastructure be conveyed to the City upon completion by the Developer, said conveyance of any such infrastructure shall be by written bill of sale along with any warranties and maintenance bonds or letters of credit.

Amenities
The Developer will be required to construct amenities At the time of this Agenda Item, the Amenities provision of the Agreement was substantially complete, but some of the language in the Agreement had not been fully accepted by the Developer. The draft states that the following amenities will be provided:

(1) Community clubhouse with a feature pool, open space area with a community pavilion (picnic tables and grills) along with a state-of-the-art modern tot-lot and playground. The City prefers that the tot-lot and playground be adequately covered from sun exposure by a playground UV rated canopy and shade trees and that the Developer shall seriously evaluate and consider providing such covering when the amenities schedule is approved during Final Plans approval.
(2) Dog park with deluxe dog park amenities including dog play equipment, leash post, clean-up waste station, trash receptacle, pet drinking fountain, and benches.
(3) Park area with passive park amenities and benches including open play areas, children's play apparatus, group picnic areas, covered pavilions and barbecue stations. The City prefers that the playground and bench areas be adequately covered from sun exposure by a UV rated playground or other canopy and shade trees and that the Developer shall seriously evaluate and consider providing such covering when the amenities program and schedule is approved during Final Plans approval.
(5) Connected multipurpose walking path/nature trail throughout the community that connects to all recreational common open spaces including the park area, dog park and community clubhouse area.
(6) A streetscape design deemed acceptable by the City, which emphasizes sidewalks, connectivity within the community, tree-lined streets, and decorative street lights to add appeal and security and

decorative signage.
(7) Decorative and landscaped entrance features to the Project deemed acceptable to the City which may include a restricted gated entry feature.
(8) The City prefers that the residential driveways shall be constructed of stone or brick pavers, or stamped and stained concrete. The Developer shall seriously evaluate and consider providing such driveways during the approval of Final Plans.
(9) All utilities constructed on the Property including, but not limited to, electric, water, sewer, reclaimed water, cable, phone, fiber optics, natural gas and other similar kinds of utilities to service the Property shall be constructed underground unless otherwise necessary to be above ground and approved by the City. Each lot and all common landscaped areas shall be equipped with in-ground reclaimed water irrigation systems to maximize the use of the City's reclaimed water service.
(10) The Project shall incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, energy efficient HVAC systems, and optional roof top solar panels.

Developer may also propose additional amenities for the City's consideration and approval. All Project amenities and enhancements shall be completed and finally accepted by the City in accordance with the written amenities construction schedule approved by the City in conjunction with the approval of the Final Plans. Upon approval, the written amenities construction schedule shall automatically be deemed incorporated within and made a part of this Agreement. All Project amenities and enhancements shall be maintained in perpetuity by the homeowner's association required to be created by this Agreement.

Building Elevations and Floorplans
As condition of approval of the Final Plans, the Developer shall submit to the City for final approval building elevations and related floor plans for the proposed homes and community clubhouse to be constructed on the Property. Upon approval by the City, the building elevations and related floor plans shall be deemed incorporated herein by this reference and said buildings shall be constructed substantially in accordance with the approved building elevations and floor plans. Further, other aspects of the building façade and roof lines, color scheme, and architectural features depicted on the building may have to be adjusted during the City's final review and administrative approval procedures to issue a building permit. The design of the homes and community clubhouse shall create one aesthetically pleasing and unified Project.

Homeowner's Association
In conjunction with the approval of the final subdivision for the Project, the Developer shall create a mandatory homeowner's association to govern the Project in accordance with Chapter 720, Florida Statutes. The association shall also be governed by the covenants and restrictions created and recorded against the Property by the Developer as required by this Agreement. A copy of the association's articles of incorporation, by-laws and recorded covenants and restrictions shall be provided to the City prior to the approval of the final subdivision. The homeowner's association shall be responsible for the perpetual maintenance and operation of all common areas and amenities constructed for the Project, shall govern the Project in accordance with the requirements of Florida law including the recorded covenants and restrictions and by-laws of the association, have the power to levy assessments and collect HOA fees, which are used to pay for the maintenance of the community common areas and any other designated areas that are detailed in the covenants and deeds applicable to the Project.

Model Homes
Subject to the terms stated in the Agreement, the City agrees to allow the Developer or Developer's chosen homebuilder(s) ("Builder") for the Project to construct both a sales office and up to four (4) model homes to be used for the customary temporary marketing and sales activities of the Builder.

Consistency with the City's Comprehensive Plan

Key relevant Comprehensive Plan policies, related to this Settlement Implementation Agreement, include but are not limited to the below:

GOAL 1.1: Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and developments of the land and public facilities.

Policy 1.1.1.1: Land Use Categories. "The adopted FLUM [Future Land Use Map] contains and identifies appropriate locations for the following land use categories. The maximum densities/intensities [are] shown in Figure FLU-1…"

Objective 1.1.2.2: Very Low Density Residential (VLDR). Very low-density residential areas consist of neighborhoods of single-family detached housing.

Staff comment: Figure FLU-1 establishes the maximum density for VLDR Future Land Use at 4 dwelling units per acre. With 212.10 gross acres, and 418 dwelling units, the gross density for the project is 1.97 du/acre. The Stipulated Settlement Agreement provides that the gross density permitted for this property will be approximately 2.03 du/acre. Thus, this proposed development is consistent with both the City Comprehensive Plan Future Land Use policies and the provisions of the Stipulated Settlement Agreement.

Concurrency

Staff will conduct a preliminary concurrency review of services required by the project at such time the applicant applies for the preliminary subdivision. A final review will be completed with the final subdivision and site plan application.

STRATEGIC PLAN CONNECTION:

The proposed Settlement Implementation Agreement which allows for the construction of approximately 418 single-family homes is consistent with the Strategic Plan issues, goals, and objectives related to Physical Image.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Settlement Implementation Agreement between Beachline Partners, LLC and the City of Cocoa to approve conceptual plans, an amenity schedule, and construction timeline for a residential subdivision, consistent with PUD zoning on the following property, commonly known as the former “Barrera Shores” or “Silvestri Property”, to implement that Stipulated Settlement Agreement, made and entered into December 11, 2007 and recorded in the Brevard County Official Records Book 5837, Page 2226: Parcel #: 24-35-10-00-502; To the extent necessary, authorize the City Manager and City Attorney to complete any outstanding technical issues and record the Agreement

DRAFT: 9/24/21 (Council Meeting)

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

SETTLEMENT IMPLEMENTATION AGREEMENT

(Residential Subdivision)

THIS SETTLEMENT IMPLEMENTATION AGREEMENT ("**Agreement**") is made and executed this _____ day of _____, 2021, by and between the **CITY OF COCOA,** a Florida Municipal Corporation ("**City**"), whose address is 65 Stone Street, Cocoa, Florida 32922, and **BEACHLINE PARTNERS, LLC**, a Florida limited liability company ("**Developer**"), whose address is 402 A High Point Drive, Cocoa, Florida 32926.

WITNESSETH:

WHEREAS, Developer has acquired approximately 212.10 acres, more or less, of real property located south of State Road 528 and east of Highway I-95, Cocoa, Florida, more particularly described in Section 3 and depicted on the Preliminary Site Plan referenced in Section 6 of this Agreement ("**Property**"); and

WHEREAS, the Property is subject to that certain City of Cocoa/Hagen-Nicolson Properties, LLC Preceding Development Agreement, dated April 12, 2005, in Official Record Book 5458, Page 5467 of Brevard County, Florida, as amended by City of Cocoa/Barrera Shores, LLC Preceding Development Agreement, dated November 7, 2006 in Official Record Book 5721, Page 8205 of Brevard County, Florida (together referred to as the "**Preceding Development Agreement**"); and

WHEREAS, the Property is also subject to that certain Stipulated Settlement Agreement entered into in Brevard County v. City of Cocoa, Case No. 05-2005-018141, which was recorded on January 9, 2008 in Official Record Book 5837, Page 2226 of Brevard County, Florida ("**Settlement Agreement**"); and

WHEREAS, Developer desires to permit and construct a low-density residential subdivision (approx. 418 units) on the Property generally consistent with the terms and conditions

of the Preceding Development Agreement (unless amended herein or by the Settlement Agreement) and in compliance with the Settlement Agreement and as more specifically required by this Settlement Implementation Agreement; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1.0 Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2.0 Authority. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and in furtherance of implementing the terms and conditions of the Preceding Development Agreement and Stipulated Settlement Agreement.

3.0 The Property.

3.1 The real property subject to this Agreement has a tax parcel identification number of 24-35-10-00-502 and is legally described in **EXHIBIT "A"**, attached hereto and fully incorporated herein by this reference ("**Property**").

3.2 The Parties acknowledge and agree that the Property, as defined in this Agreement, is a portion of the original Property which was described in the Preceding Developer's Agreement and Stipulated Settlement Agreement (the "Original Property") because of the fact that Developer's predecessor in title conveyed Parcel #s: 24-35-10-00-4, 24-35-10-00-503 and 24-35-10-00-504 to Brightline Trains Florida LLC.

4.0 Project Description and Requirements. Developer shall design, permit and construct one of the premier, upscale low-density residential subdivisions in the City of Cocoa. The subdivision and all of its infrastructure and amenities shall be created and constructed in a single or a maximum of three (3) phase(s) and consist of approximately 418 residential lots and homes with a minimum living area under air of one thousand five hundred (1,500) square feet and an average living area under air of one thousand eight hundred (1,800) square feet, with a minimum footprint of 2,400 square feet (40ft. x 60ft.), private streets, and ample private recreational common area green space and amenities, including walking path/nature trail, approximately 5.8 acre park area, dog park, playground and private clubhouse with pool, all of sufficient size, scale and detail to adequately support the number of units being developed (the "**Project**"). If the Developer elects to construct the infrastructure in multiple phases, Developer shall propose a phasing plan for the City's approval, and the phases shall be constructed in accordance with said approved plan. However, if a phasing plan is elected and approved by the City, the first phase shall consist of a minimum of 150 lots and the dog park, playground and private clubhouse with pool, as well as such other infrastructure necessary to support the first phase. The Developer shall construct the homes on the individual lots in accordance with a phasing plan if such phasing plan is required and approved by the City. The Project shall have a homeowner's association, which shall be responsible for maintaining the common areas in perpetuity. The Project shall be permitted and constructed in accordance with the requirements set forth in this Agreement.

5.0 Zoning Application. Developer acknowledges that the current City Comprehensive Plan, Future Land Use Map designation on the Property is very low-density residential with several areas subject to a conservation overlay designation. Developer agrees to comply with the current Future Land Use Map designation. However, the Property does not currently have a City zoning designation. Therefore, in furtherance of compliance with the City's Comprehensive Plan, Developer agrees to seek a City zoning designation for the Property of PUD, Planned Unit Development, which is generally consistent with the very low-density residential Future Land Use Map designation subject to the specific details of a very low-density residential PUD being approved by the City Council consistent with other applicable City Comprehensive Plan and Code requirements. Within one hundred eighty (180) days of the Effective Date, unless an extension is granted by the City Manager for good cause, Developer agrees to submit a complete rezoning application with the City to request approval of a PUD zoning designation consistent with the terms and conditions of this Agreement, and in accordance with City Code, Appendix A-Zoning, Article XI, Sec. 17. The Developer's application shall satisfy either the preliminary PUD development plan requirements, or if the Developer elects to consolidate together the preliminary and final development plan approval process, the application shall satisfy, to the extent applicable, both the preliminary and final PUD development plan requirements. In addition, the PUD zoning application shall be accompanied by a preliminary plat application. The City agrees to process said applications consistent with the requirements of the City Code and law. Nothing contained herein shall be construed or interpreted as requiring the City Council to approve said applications because the applications shall be subject to quasi-judicial requirements and hearings by the City Council including the City Council making a final decision on the application based on procedural due process, essential requirements of law and competent substantial evidence presented at the hearing. The Developer agrees the City cannot waive quasi-judicial requirements and that the City Council will be required to consider and act upon said applications at its discretion at appropriate public hearings pursuant to the requirements of law. If the PUD application is denied by the City Council, the Developer shall submit and process a different rezoning application consistent with the very-low density residential Future Land Use Map designation until such time as the City Council approves an acceptable City zoning designation for the Property. Should a different zoning district be approved, Developer acknowledges that a modification to this Agreement may be required to comply with such approved district's dimensional and/or open space requirements.

6.0 Preliminary Site Plan; PUD, Subdivision and Site Plan Approval; Transportation Improvements.

6.1 The Project shall be substantially developed in accordance with the preliminary development plan which is attached hereto as **EXHIBIT "B"** and incorporated herein by this reference (**"Preliminary Site Plan"**). The Preliminary Site Plan is intended to be the general blueprint which details certain key aspects of the future physical development of the Property, but not all aspects of the development which will be required by the PUD zoning designation, final engineering and applicable law. The Preliminary Site Plan shall also serve as a necessary guide for future permit applications and permitting necessary to complete the construction of the Project. Developer shall have the obligation to further submit and obtain the City's approval of a PUD zoning application inclusive of final site development plan and final engineering plans and a final

subdivision plat (**"Final Plans"**) consistent with the Preliminary Site Plan in all material respects and in compliance with the City Code and the amenities schedule required by Section 8.0 of this Agreement. Furthermore, Developer acknowledges and agrees that the Preliminary Site Plan was not created with specific surveyed dimensions and that during the Final Plans process such dimensions shall be surveyed, duly engineered, and provided to the City for consideration under applicable City Codes. The Preliminary Site Plan shall be subject to reasonable adjustments at the Final Plans phase in order to bring the Project into full compliance with the City Code, and as a result, the exact location, layout and dimensions of the lots, common areas, buildings, landscaping, entrances, utilities, parks, parking and other site improvements may vary slightly between the Preliminary Site Plan approved hereunder and approval of the Final Plans. Further, additional lots greater than the number of lots depicted on the Preliminary Site Plan may be approved at the City's discretion, provided the additional lots do not reduce the proposed amount of open space and recreational areas and preserved wetlands depicted on the Preliminary Site Plan. These changes shall be allowed so long as the changes are consistent with the development standards required by City Code, noted in this Agreement and preserve the general character of the development shown on the Preliminary Site Plan. The City will not unreasonably withhold approval of the Final Plans and amenities schedule on the condition that Developer complies with the terms and conditions of this Agreement, the City Code and other applicable law (including, but not limited to, quasi-judicial requirements). Denial of the Final Plans by the City Council because the Final Plans do not comply with the applicable provisions of the City's Comprehensive Plan, City Code, other applicable law or the terms and conditions set forth in this Agreement shall be deemed a reasonable basis of denial.

6.2 Developer acknowledges that the Stipulated Settlement Agreement requires the Developer to coordinate with Brevard County certain transportation improvements at Friday Road and James Road. Developer agrees to discuss and coordinate said improvements with the County in conjunction with Developer's applications for Final Plans approval. Developer shall keep the City fully and timely updated regarding any and all transportation discussions with, or directives imposed by, Brevard County and/or FDOT. Developer further acknowledges and agrees that Paragraph 7 of the Stipulated Settlement Agreement states that "All traffic calming devices along James Road shall be constructed and completed following land clearing [of the Property] but prior to any further construction or site work being completed [on the Property.]" The City shall not be responsible or liable in any way whatsoever for any permitting or construction delays experienced by Developer resulting from Developer's failure to comply with the transportation improvement requirements set forth in the Stipulated Settlement Agreement.

6.3 The Parties agree that time is of the essence to complete the Project. Therefore, Developer shall have no more than twenty-four (24) months after said Effective Date to obtain Final approval of the preliminary plat and Final Plans (excluding final plat) unless otherwise agreed by the City Council. The final plat shall be submitted and completed in accordance with Section 18-30 of the City Code. The timeline mentioned in this Section 6.3 may be extended pursuant to Section 31 of this Agreement.

7.0 Public Utilities; Project Completion and Reimbursement Obligations.

Pursuant to Section 4.8 of the Preceding Development Agreement, the Developer has elected not to design, permit and construct the extension of the water, sewer and reclaimed utilities to the Property ("**Utilities**"). Therefore, the City will design, permit and construct the extension of the Utilities as determined and deemed appropriate by the City, with sufficient capacity to service the Developer's Project, subject to the following terms and conditions:

7.1 The Parties acknowledge that the City intends to provide water, sewer and reclaimed water to the Original Property by extending said utilities, at its sole cost and expense subject to possible reimbursement under Section 7.9 of this Agreement, from the north crossing under State Road 528. The City is in the process of designing such extension and obtaining approval from the Florida Department of Transportation ("**FDOT**") to make such extension and crossing under State Road 528. Per the Stipulated Settlement Agreement, the City intends to provide a point(s) of connection for said Utilities at the southern boundary of State Road 528 at the southern terminus of the crossing approved by FDOT and the northeast corner of Parcel # 24-35-10-00-4 owned by Brightline Trains Florida, LLC (the "**Point of Connection**"). The City anticipates that the crossing is likely to be located approximately due north from the northeast corner of the Property as depicted on the Preliminary Site Plan, subject to FDOT's approval. Furthermore, Developer acknowledges that the extension of the Utilities to the Property will be designed, permitted and constructed by the City in conjunction with the extension of similar City utilities to the property owned and being developed by Brightline Trains Florida, LLC on the north and south side of State Road 528 and the location of said utilities will impact the location of the Point of Connection required for the Property.

7.2 Developer acknowledges that subsequent to the recording of the Preceding Development Agreement and Stipulated Settlement Agreement, Developer's predecessor in title sold the northern most portion of the Original Property, as originally legally described in the Preceding Development Agreement, to Brightline Trains Florida LLC. This conveyance has caused the Property to no longer be adjacent to State Road 528 as the Parties to the Preceding Development Agreement contemplated for purposes of establishing the City's commitment to extend the Utilities to the boundary of the Original Property. As such, the City's commitment to extend the Utilities, at the City's expense, shall be limited to providing a point(s) of connection for said utilities at the southern boundary of State Road 528 if the crossing under State Road 528 is approved by FDOT. However, said point(s) of connection is contingent upon the City obtaining final approval from the FDOT to extend said Utilities under State Road 528 and the actual location of City utilities being extended to serve the Brightline Trains Florida, LLC property on either the north or south side of State Road 528. If FDOT approves a different crossing location under State Road 528, or the actual location of the City utilities servicing the Brightline Trains Florida, LLC property is different than anticipated by the City at the Effective Date of this Agreement for any reason, the City will be required to establish a different point(s) of connection for said Utilities at the southern boundary of State Road 528 based on the location of the crossing permitted by FDOT and the actual location of the City utilities servicing the Brightline Trains Florida, LLC property. However, in the event that FDOT does not approve any crossing under State Road 528 for the extension of the Utilities, or the actual location of the City utilities servicing the Brightline Trains Florida, LLC property is different than anticipated by the City for any reason, the City will provide

a different point(s) of connection at the boundary of the Property as determined and deemed appropriate by the City, and Developer acknowledges that a modification to this Agreement and the Preliminary Site Plan may then be required to accommodate the new point(s) of connection determined by the City.

7.3 Upon FDOT's approval of the crossing under State Road 528 for the extension of the Utilities, Developer shall be solely responsible for obtaining, at its expense, a public utilities easement conveyed to the City from Brightline Trains Florida LLC, with a minimum width of 25' feet, extending in a southerly direction from the Point of Connection established by the City and located on the southern boundary of State Road 528 to the northern boundary of the Property depicted as the Developer's on-site Utilities Point of Connection on the Preliminary Site Plan (the "**Brightline Easement**"). The easement shall be in form approved by the City Attorney. The City shall assist Developer in attempting to obtain said easement to the extent reasonable and practicable, but in no case will the Developer hold the City responsible or liable in the event such easement cannot be obtained.

7.4 At the Effective Date of this Agreement, the Parties intend that the Brightline Easement will run along the eastern most portion of Parcel's 24-35-10-00-4 and 24-35-10-00-504 owned by Brightline Trains Florida LLC. However, in the event the approved crossing is not located at the southern boundary of State Road 528, approximately due north from the northeast corner of the Property as depicted on the Preliminary Site Plan, the location of the 25' foot easement required across Brightline Trains Florida LLC's property shall also be amended to extend in a southerly direction from the point(s) of connection established by the City based on the crossing location approved by FDOT to the northern boundary of the Property.

7.5 If the Brightline Easement runs along the eastern most portion of Parcel's 24-35-10-00-4 and 24-35-10-00-504 as anticipated in Section 7.4, Developer agrees to convey a 25' foot wide public utilities easement to the City, at no cost, along the eastern boundary of the Property, as depicted on the Preliminary Site Plan, for purposes of extending said public utilities easement area from the southern terminus of the Brightline Easement to the northern terminus of Friday Road. The easement shall be in form approved by the City Attorney. For purposes of clarification, the intent of Sections 7.4 and 7.5 is for Developer to provide a public utility easement to the City from the southern boundary of State Road 528 to the northern terminus of Friday Road.

7.6 The City will design, permit, construct and make the Utilities available to thePoint of Connection, as well as extending the Utilities from the Point of Connection to the northern terminus of Friday Road within the Brightline Easement and the public utilities easement provided by Developer no later than the date that the Developer has: (a) obtained the Brightline Easement required under Section 7.3 if the FDOT crossing has been approved; (b) conveyed to the City the public utilities easement required by Developer under Section 7.5 herein; (c) completed and received a final completion certificate (e.g., evidence of final written approval) from the City for all on-site infrastructure to support the first phase of the Project if phased or the entire Project if completed in a single phase including, but not limited to, streets, street lights, on-site utilities, sidewalks, and stormwater facilities; (d) been issued and received building permits for at least ten (10) building permits approved by the City for residential units; (e) the County has officially made

a final decision regarding the public road access required by Section 3(5) of the Settlement Agreement; and (f) commenced vertical construction of the ten residential homes on the Property ("**Utility Completion Date**"). No earlier than when the City has permitted and commenced construction of the Utilities, the City shall allow Developer to permit "dry-line" utility applications, at Developer's sole risk and expense, through the Florida Department of Environmental Protection as the Utilities will not be completed prior to permitting or commencement of construction of the Project. No earlier than ninety (90) days prior to commencing construction of the Utilities, the City shall provide the Developer a written estimate of: (1) the Point of Connection Utility Expenses described in Section 7.8 below; and (2) the Utility Easement Expenses as described in Section 7.7 below. Notwithstanding the aforesaid, the City may delay the Utility Completion Date in the event that the extension of utilities to the Brightline Trains Florida, LLC property is delayed because of circumstances outside of the City's control as more specifically set forth under Section 31 of this Agreement.

7.7 The Utility Easement Expenses shall mean the expenses incurred by the City to design, permit and construct the extension of the Utilities within the Brightline Easement and the public utility easement area conveyed by the Developer from the Point of Connection at the southern boundary of State Road 528 to the northern terminus of Friday Road. Within thirty (30) days of providing the written estimate of the Utility Easement Expenses, Developer shall pay the City the Utility Easement Expenses per Section 7.8 below in advance of the City commencing construction of the Utilities. Said expenses shall be utilized by the City solely for covering the costs incurred in designing, permitting and constructing the Utilities within the Brightline Easement and easement area conveyed to the City by the Developer. Should the actual Utility Easement Expenses exceed the amount of the estimate provided by the City, Developer shall be responsible for paying any such extra costs. If the actual Utility Easement Expenses are less than the estimate provided by the City, the City will refund to the Developer the amount of any overage paid in advance by the Developer.

7.8 Developer shall complete construction of all phases of the Project by obtaining all required certificates of occupancies within five (5) years from the Utility Completion Date ("**Project Completion Obligation**"). In furtherance of the Project Completion Obligation, within ninety (90) days from the date that the City completes the Utilities, the City will deliver written notice to the Developer documenting the actual expenses incurred by the City to design, permit and construct the extension of the water, sewer and reclaimed water utilities to the Point of Connection ("**Point of Connection Utility Expenses**"). Within sixty (60) days of receipt of said written notice, the Developer, at its expense, shall secure the reimbursement of the Point of Connection Utility Expenses in the form of cash escrow deposited with the City or an irrevocable stand-by letter of credit in the amount of such Expenses incurred by the City. The letter of credit shall be in favor of the City and shall be issued by a bank mutually agreed to by the Parties. The letter of credit shall be in a form acceptable to the City to effectuate the reimbursement, if required due to Developer's failure to make reimbursement pursuant to Section 7.9 below. The letter of credit shall be subject to being drawn upon by the City in the event that the Developer fails to fully satisfy the Project Completion Obligation. The letter of credit shall remain in effect until such time the City provides written notice to the Developer that they have fully satisfied the Project

Completion Obligation or the City receives reimbursement pursuant to Section 7.9 below, whichever occurs sooner. However, the City agrees that Developer may proportionately reduce the value of the letter of credit by the number of certificates of occupancies granted by the City for the homes constructed in the Project. Said reduction shall occur only at twenty percent (20%) intervals of construction. The letter of credit may also be reduced on an annual basis by the amount of any home rule special assessment collected on the Property pursuant to Section 7.10 below. Any reduction of the letter of credit shall require prior written notice to the City and confirmation by the City the reduction amount is accurate.

7.9 Upon failure to fully satisfy the Project Completion Obligation, the City may provide Developer written notice declaring Developer in default under this Agreement and demanding full reimbursement, within thirty (30) days, of the Point of Connection Utility Expenses, less any credits as a result of any home rule assessments paid pursuant to Section 7.10 below, if any. If Developer fails to timely make such payment, the City shall have the right to draw upon the letter of credit required by Section 7.8 above.

7.10 The City shall have the right at any time to adopt and impose a home rule special assessment on the Property, and the lots created thereon, to recover the Point of Connection Utility Expenses and Easement Utility Expenses. In furtherance of said right, the Developer hereby voluntarily and irrevocably consents to said assessment and that the extension of utilities required hereunder constitutes a special benefit to the Property. Developer further agrees not to directly or indirectly contest or challenge such special assessment. The assessment, if imposed by the City, will be collected and enforced in accordance with the Uniform Method of Collection and Enforcement of Non-Ad Valorem Special Assessments under Florida law. In the event that a special assessment is imposed and the City collects the full amount of the Point of Connection Utility Expenses by assessment, the City agrees to release the letter of credit obligation in full if still in effect pursuant to Section 7.8 above.

7.11 Except for the Utilities to be constructed by the City on the Property within the public utility easement area required by Section 7.6 herein, the Developer shall be responsible for the design, permitting and construction of all other on-site utility infrastructure required to serve the Property including, but not limited to water, sewer, reclaimed stormwater pipes, sewer lift stations and pumps, electric lines and equipment, cable lines and equipment, phone lines and equipment, gas lines and equipment and other utility pipes, lines and equipment. Should City utility policy require that certain on-site water, sewer, reclaimed or stormwater utility infrastructure be conveyed to the City upon completion by the Developer, said conveyance of any such infrastructure shall be by written bill of sale along with any warranties and maintenance bonds or letters of credit.

7.12 In the event the Developer fails to obtain and convey the public utility easements required by Sections 7.3 and 7.5 above, or obtain approval of the Final Plans required by Section 6.1 of this Agreement within the time schedule set forth in Section 6.3, the City's commitment to design, permit and construct the water, sewer and reclaimed water utilities as required by this Agreement shall terminate and thereafter, the Developer, at Developer's sole expense, shall be

fully responsible for the design, permitting and construction of the water, sewer and reclaimed water utilities to the Property in accordance with City technical specifications and standards.

8.0 Other Project Recreational Amenities and Enhancements. As a condition of approval of the Final Plans, Developer shall design, permit and construct, at its own expense, the following minimum schedule of Project amenities and enhancements in scope and scale to adequately support the number of residential lots required for the Project:

(1) Community clubhouse with a feature pool, open space area with a community pavilion (picnic tables and grills) along with a state-of-the-art modern tot-lot and playground. The City prefers that the tot-lot and playground be adequately covered from sun exposure by a playground UV rated canopy and shade trees and that the Developer shall seriously evaluate and consider providing such covering when the amenities schedule is approved during Final Plans approval.

(2) Dog park with deluxe dog park amenities including dog play equipment, leash post, clean-up waste station, trash receptacle, pet drinking fountain, and benches.

(3) Park area with passive park amenities and benches including open play areas, children's play apparatus, group picnic areas, covered pavilions and barbecue stations. The City prefers that the playground and bench areas be adequately covered from sun exposure by a UV rated playground or other canopy and shade trees and that the Developer shall seriously evaluate and consider providing such covering when the amenities program and schedule is approved during Final Plans approval.

(5) Connected multipurpose walking path/nature trail throughout the community that connects to all recreational common open spaces including the park area, dog park and community clubhouse area.

(6) A streetscape design deemed acceptable by the City, which emphasizes sidewalks, connectivity within the community, tree-lined streets, and decorative street lights to add appeal and security and decorative signage.

(7) Decorative and landscaped entrance features to the Project deemed acceptable to the City which may include a restricted gated entry feature.

(8) The City prefers that the residential driveways shall be constructed of stone or brick pavers, or stamped and stained concrete. The Developer shall seriously evaluate and consider providing such driveways during the approval of Final Plans.

(9) All utilities constructed on the Property including, but not limited to, electric, water, sewer, reclaimed water, cable, phone, fiber optics, natural gas and other similar kinds of utilities to service the Property shall be constructed underground unless otherwise necessary to be above ground and approved by the City. Each lot and all common landscaped areas shall be equipped with in-ground reclaimed water irrigation systems to maximize the use of the City's reclaimed water service.

(10) The Project shall incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, energy efficient HVAC systems, and the ability for roof top solar panels.

Developer may also propose additional amenities for the City's consideration and approval. All Project amenities and enhancements shall be completed and finally accepted by the City in accordance with the written amenities construction schedule approved by the City in conjunction with the approval of the Final Plans. Upon approval, the written amenities construction schedule shall automatically be deemed incorporated within and made a part of this Agreement. All Project amenities and enhancements shall be maintained in perpetuity by the homeowner's association required to be created by this Agreement.

9.0 Building Elevations and Floor Plans. As condition of approval of the Final Plans, the Developer shall submit to the City for final approval building elevations and related floor plans for the proposed homes and community clubhouse to be constructed on the Property. Upon approval by the City, the building elevations and related floor plans shall be deemed incorporated herein by this reference and said buildings shall be constructed substantially in accordance with the approved building elevations and floor plans. Further, other aspects of the building façade and roof lines, color scheme, and architectural features depicted on the building may have to be adjusted during the City's final review and administrative approval procedures to issue a building permit. The design of the homes and community clubhouse shall create one aesthetically pleasing and unified Project.

10.0 Homeowner's Association. In conjunction with the approval of the final subdivision for the Project, the Developer shall create a mandatory homeowner's association ("**HOA**") to govern the Project in accordance with Chapter 720, Florida Statutes. The association shall also be governed by the covenants and restrictions created and recorded against the Property by the Developer as required by this Agreement. A copy of the association's articles of incorporation, by-laws and recorded covenants and restrictions shall be provided to the City prior to the approval of the final subdivision. The homeowner's association shall be responsible for the perpetual maintenance and operation of all common areas and amenities constructed for the Project, shall govern the Project in accordance with the requirements of Florida law including the recorded covenants and restrictions and by-laws of the association, have the power to levy assessments and collect HOA fees or assessments, which are used to pay for the maintenance of the community common areas and any other designated areas that are detailed in the covenants and deeds applicable to the Project.

11.0 Model Homes. The City agrees to allow the Developer or Developer's chosen homebuilder(s) (hereinafter referred to in this Section as "**Builder**") for the Project to construct both a sales office and up to four (4) model homes to be used for the customary temporary marketing and sales activities of the Builder. The Builder shall have the right to utilize two garages in two model home units as the temporary sales office. The City represents that such marketing and sales activities shall be permitted through buildout of the Project. The City agrees to permit early construction of the model homes prior to or after plat approval, provided that, prior to construction of the model homes, stabilized access to the model home lots and adequate means of fire protection from a City-approved source of water are completed and the following conditions, which are deemed acceptable to Builder, are adhered to:

(a) The model homes shall remain under Builder's ownership and control until such time as a final certificate of occupancy for each model home unit is issued under the conditions set forth below. In other words, the Builder shall not contract for sale, sell, or lease any of the individual model home units until such time as the City issues a final certification of occupancy for each model home unit.

(b) The model homes shall be constructed on existing or proposed lots approved by the City, and any associated parking, pedestrian activity and other activities conducted by sales staff or the general public shall be adequately segregated from construction activities to ensure safety. Parking for the model homes shall be provided in a temporary parking lot to be located in an area approved by the City, which may consist of a mulch surface. Prior to a final certificate of occupancy being issued on the last remaining model home, the mulch surface shall be removed and the area shall either be prepared for home construction, open space or recreational amenity or seeded.

(c) The model sales office shall comply with all applicable state and city regulations regarding accessibility. In addition, Builder shall provide a minimal level of access to all model homes for potential homebuyers with disabilities by providing physical access (via ramp or lift) to the primary level each model home and making photographs of other levels within each home available to the customer.

(d) Prior to construction, the model homes shall be duly permitted by the City in accordance with the City's Code. As part of the building permit application, the Builder shall submit, along with all construction plans for the units, a duly certified boundary survey which shall depict the location and legal description of each individual model lot. The Builder acknowledges and agrees that this legal description is intended to coincide with the eventual location of the lots as depicted and legally described on the final plat. The Builder shall assume full and complete responsibility in the event that said legal descriptions do not conform to the lot lines required by the City in the final plat. The Builder fully understands the construction of model homes before final plat is approved by the City may pose a risk to the Builder if the approved plat is not consistent with the layout of model home on the subject property, and that such risk may require modification or removal of the model home based on the approved plat before a final certificate of occupancy can be issued for the model home. The Builder agrees to defend, indemnify, and hold harmless the City from and against any and all damages, losses or claims arising from the layout and construction of the model home under this Agreement prior to preliminary and final plat approval as provided further in Section 11.0 of this Agreement.

(e) At such time as the City Building Official completes and approves a final inspection of the model homes, the City will issue a temporary certificate of occupancy. Said temporary certificate of occupancy shall be issued for each model home as a whole. Occupancy of the model home units shall be limited to the sales and marketing efforts for the Project until a final certificate of occupancy is issued for such model home units. It is intended that the model homes can be shown by sales staff to prospective buyers as long as the Building Official has issued the temporary certificate of occupancy and the model is not staffed continuously.

(f) Following completion of all required plat improvements, at the request of the Builder or at such time as the Project development is completed, whichever occurs sooner, the model home units shall be converted into permanent residential units and the City shall issue final certificates of occupancy for each model home unit, provided, that the City Building Official determines that such units are suitable for permanent residential occupancy and in compliance with the City Codes.

Nothing in this Section shall cause to limit the number of inventory homes (pre-sale, spec homes) that may be constructed on the Property. Violation of this Section will also constitute a violation of the City Code of Ordinances, and the provisions of this Section may also be enforced as provided therein. Any Builder desiring to construct a model home pursuant to this Section, other than Developer, shall be provided a copy of this Section by the Developer if Builder is not the owner of the subject property on which the model home will be constructed and shall automatically be deemed to have agreed to the terms and conditions herein as a condition of the issuance of a building permit by the City even if they are not the owner or have not consented, in writing, to the term and conditions of this Section.

12.0 Representations of the Parties. The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer, constitute a legal, valid and binding obligation enforceable against the parties hereto. Upon acquisition of the Property by the Developer and the recording of this Agreement in the Public Records of Brevard County, Florida, the Agreement shall be a binding obligation upon the Property in accordance with the terms and conditions of this Agreement. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Property to the terms and conditions set forth in this Agreement.

13.0 Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same upon being duly recorded against the Property by the City.

14.0 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

15.0 Amendments. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Council.

16.0 Entire Agreement; Exhibits; Conflicts. This Agreement, the Preceding Agreement and Stipulated Settlement Agreement and all attached exhibits thereto supersede any other agreement, oral or written, regarding the development of the Property and contain the entire

agreement between the City and Developer as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference. To the extent that a conflict exists between provisions of this Agreement and the Preceding Agreement, the conflicting provisions of this Agreement shall apply. However, to the extent a conflict exists between the provisions of this Agreement and the Stipulated Settlement Agreement, the conflicting provisions of the Stipulated Settlement Agreement shall apply.

17.0 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

18.0 Effective Date. This Agreement shall become effective upon approval by the City Council and as of the date first above written upon execution and delivery hereof by all the parties hereto.

19.0 Recordation. Upon full execution by the Parties, this Agreement shall be recorded in the Public Records of Brevard County, Florida by the City.

20.0 Relationship of the Parties. The relationship of the Parties to this Agreement is contractual and Developer and any Builder described in Section 11.0 are independent contractors and not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties or any such Builder, and neither party nor Builder 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.

21.0 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00).

22.0 City's Police Power. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

23.0 Interpretation. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

24.0 Third-Party Rights. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

25.0 Specific Performance. Strict compliance shall be required with each and every provision of this Agreement. The Parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

26.0 Attorney's Fees. In connection with any arbitration or litigation arising out of this Agreement, each party shall be responsible for their own attorney's fees and costs.

27.0 Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the Effective Date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend or terminate any and all certificates of occupancy for any building, trailer, structure or unit if Developer is in breach of any term and condition of this Agreement.

28.0 Default. Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement, an action for specific performance and/or injunctive relief. Prior to any party filing any action or exercising any remedy or right expressly provided in this Agreement as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a forty-five (45) day (or such other time mutually agreed to in writing by the Parties) opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action.

29.0 Termination. The City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to receive building permits and substantially commence vertical construction of buildings, which shall at minimum include building foundations, for the Project within two and one-half (2 ½) years of the Effective Date of this Agreement. The Developer may apply to the City Council for an extension of this Agreement, which may be granted upon good cause shown. In addition, the City shall have the right, but not obligation, to terminate the Agreement if Developer permanently abandons construction of the Project, provided, however, the City shall first deliver written notice and an opportunity to cure to the defaulting party as set forth in Section 28.0 above. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Brevard County, Florida.

30.0 Indemnification and Hold Harmless. Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, in

consideration of the rights and benefits afforded to and accepted by the Developer hereunder, Developer hereby agrees to indemnify, release, and hold harmless the City and its councilmembers, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by Developer and Developer's contractor's and subcontractor's performance of design, permit and construction activities in furtherance of constructing the Project under this Agreement and the operation and maintenance of the Project thereafter. This indemnification shall survive the termination of this Agreement.

31.0 Force Majeure. The Parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("**Time Period**") constitutes a default under the terms of this Agreement and, if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party, including, but not limited to, acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, severe adverse weather conditions or a United States economic recession declared by the National Bureau of Economic Research that temporarily makes it commercially impractical for Developer to complete the construction of the Project and sell the required residential homes ("**Uncontrollable Event**"), then, notwithstanding any provision of this Agreement to the contrary except as expressly provided below, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event. The impacted party shall give notice to the other party, stating the period of time the occurrence is expected to continue, and he extended time period shall be agreed to in writing by the Parties and said agreement shall not be unreasonably withheld by either party. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized. The impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. A force majeure event shall not excuse the Developer's requirement to provide and maintain in effect a letter of credit under Section 7.8 of this Agreement or a performance and maintenance bond required by City Code. In addition, a United States economic recession force majeure event shall not excuse Developer from completing the Final Plans in accordance with the time periods required by Section 6.0 of this Agreement. The Parties agree that the provisions of Section 252.363, Florida Statutes do not apply to this Agreement or are hereby waived to the extent that such provisions are deemed to apply. Notwithstanding the aforesaid, the Parties may extend any Time Period as expressly provided elsewhere in this Agreement or as otherwise mutually agreed to in writing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Michael C. Blake, Mayor

ATTEST:

By: _____
Carie Shealy, MMC, City Clerk

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Cocoa, Florida only.

CITY SEAL

Date: _____
By: _____
Anthony A. Garganese, City Attorney for the City of Cocoa, Florida

Signed, sealed and delivered in the presence of the following witnesses:

BEACHLINE PARTNERS, LLC

_____
Signature of Witness

_____
Printed Name of Witness

Print name and title: _____

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2021, by _____, Manager of Beachline Partners, LLC, a Florida limited liability company, on behalf of the company.

Personally Known ☐ OR Produced Identification ☐
Type of Identification Produced:

(Signature of Notary Public)

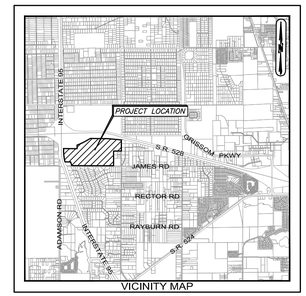
(Print, Type, or Stamp Commissioned Name of Notary Public)
My Commission expires:
Affix Notary SEAL
Online Notary: ☐ (Check Box if acknowledgment done by Online Notarization)

DEVELOPER IS HEREBY ADVISED THAT SHOULD DEVELOPER FAIL TO FULLY EXECUTE, AND DELIVER TO THE CITY, THIS AGREEMENT WITHIN THIRTY (30) DAYS FROM THE DATE THAT THE CITY COUNCIL APPROVES THIS AGREEMENT, THIS AGREEMENT SHALL AUTOMATICALLY BE DEEMED NULL AND VOID.

Exhibits:

A – Legal Description
B – Preliminary Site Plan





VICINITY MAP

NORTH

0 200' 400'

GRAPHIC SCALE
SCALE: 1" = 200'
HALF SIZE: 1" = 400'

SITE DATA

GENERAL STATEMENT
THE PROPOSED WORK CONSISTS OF NEW 418 LOT SUBDIVISION ON A 212.10 ACRE SITE.

ENGINEER & SURVEYOR
MORGAN & ASSOCIATES CONSULTING ENGINEERS, INC.
504 NORTH HARBOR CITY BLVD
MELBOURNE, FL 32935
PHONE: (321) 751-6088

DEVELOPER
BEACHLINE PARTNERS LLC
402A HIGHPOINT DRIVE
COCOA,FL 32926

PROPERTY DETAILS
PARCEL ID: 24-35-10-00-502
FLOOD ZONE: X AND A (FIRM MAP 12009C0325G DATED MARCH 17, 2014 & FIRM MAP 12009C0320H DATED JANUARY 29, 2021)
GEOGRAPHIC AREA: SEC 10, TWP 24 SOUTH, RNG 35E
ZONING: BREVARD COUNTY GU - WITH STIPULATED SETTLEMENT AGREEMENT PER ORDINANCE NO. 31-2004 RECORDED IN OFFICIAL RECORDS BOOK 5355, PAGE 2621; STIPULATED SETTLEMENT AGREEMENT ESTABLISHING GROSS DENSITY AND OTHER MATTERS, RECORDED JANUARY 9, 2008 IN OFFICIAL RECORDS BOOK 5837, PAGE 2226.
FUTURE LAND USE:
VERY LOW DENSITY RESIDENTIAL; CONSERVATION
COUNTY: BREVARD
ADDRESS: TO BE DETERMINED
COCOA, FL

PROPOSED NUMBER OF LOTS
418

PROPOSED DENSITY
2 UNITS PER ACRE

MINIMUM LOT DIMENSIONS
WIDTH: 50 FT
DEPTH: 120 FT (STANDARD 125 FT)
AREA: 5,750 SQ FT

MINIMUM LIVING AREA
MINIMUM LIVING AREA UNDER AIR SHALL BE 1,500 SF
AVERAGE LIVING AREA UNDER AIR SHALL BE 1,800 SF
FOOT PRINT = 40' x 60' = 2,400 SF (MINIMUM)

MAXIMUM BUILDING HEIGHT
35 FT

BUILDING SETBACKS	REQUIRED
FRONT	25 FT
SIDE (CORNER)	15 FT
SIDE (INTERIOR)	5 FT
REAR	15 FT

ZONING
NORTH: RU-1-7 CITY OF COCOA
SOUTH: RR-1 BREVARD COUNTY
EAST: RR-1 BREVARD COUNTY
WEST: GU, AU, RR-1 BREVARD COUNTY

UTILITIES STATEMENT
PER THE STIPULATED SETTLEMENT AGREEMENT, THE CITY WILL PROVIDE A POINT OF CONNECTION FOR CITY WATER, SEWER AND RECLAIMED SERVICES AT THE SOUTHERN BOUNDARY OF SR 528 AND THE NORTHEAST CORNER OF PARCEL # 24-35-10-00-4 OWNED BY BRIGHTLINE TRAINS FLORIDA, LLC.

SEWER STATEMENT
SANITARY SEWER TO THE PROPOSED LOTS WILL BE PROVIDED BY OWNER USING A GRAVITY SANITARY SEWER SYSTEM, AND A LIFT STATION AND FORCE MAIN ALSO WILL BE PROVIDED BY OWNER TO CONNECT TO THE CITY OF COCOA SYSTEM. OWNER SHALL PROVIDE A LOCATION FOR THE LIFT STATION AS REQUIRED BY CITY AND CONVEY THE LIFT STATION TO THE CITY UPON FINAL COMPLETION OF THE PROJECT.

SITE AREA	SQUARE FEET	ACREAGE	%
SUBDIVISION LOTS/ROADS:	3,501,147 SF	80.38 AC	37.9%
STORMWATER AREA:	1,238,250 SF	28.43 AC	13.4%
OPEN SPACE:			
COMMUNITY REC AREA:	49,647 SF	1.14 AC	0.5%
PARK AREA:	254,379 SF	5.84 AC	2.8%
PRESERVED WETLANDS:	1,982,238 SF	45.50 AC	21.4%
COMMON/BUFFER SPACE:	2,213,417 SF	50.81 AC	24.0%
TOTAL OPEN SPACE:	4,121,958 SF	94.63 AC	48.7%
TOTAL SITE AREA:	9,239,078 SF	212.10 AC	100%

WETLAND AREA	SQUARE FEET	ACREAGE	%
IMPACTED / MITIGATED WETLANDS:	377,723 SF	8.67 AC	16%
PRESERVED WETLANDS:	1,982,238 SF	45.50 AC	84%
TOTAL WETLANDS AREA:	2,359,961 SF	54.18 AC	100%

LEGAL DESCRIPTION

PARCEL 4

A PORTION OF SECTION 10, LYING SOUTH OF THE SOUTH RIGHT-OF-WAY FOR STATE ROAD #528 COMMONLY KNOWN AS BEELINE HIGHWAY , TOWNSHIP 24 SOUTH, RANGE 35 EAST,BREVARD COUNTY, FLORIDA , EXCEPT EAST 1/2 OF SOUTHEAST 1/4 OF SOUTHEAST 1/4, AND EXCEPT RIGHT-OF-WAY OF INTERSTATE HIGHWAY #95 AND EXCEPT RIGHT-OF-WAY FOR STATE ROAD #528, COMMONLY KNOWN AS BEELINE HIGHWAY, AND EXCEPT ALL OF THE LANDS LYING WESTERLY OF THE EXISTING RIGHT-OF-WAY FOR STATE ROAD (I-95) IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, LYING AND BEING IN BREVARD COUNTY, FLORIDA, BEING A PORTION OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1316, PAGE 224, EXCEPT THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3369, PAGE 3657, ALL IN THE PUBLIC RECORDS OF THE BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT DESCRIBED AS FOLLOWS: PART A

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, AS SHOWN ON THE RIGHT-OF-WAY MAP FOR PROJECT SECTION 70007-2508, RUN THENCE SOUTH 89°44'07" EAST, 561.54 FEET ALONG THE SOUTH LINE OF SAID SECTION 10 TO A POINT ON THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 9 (INTERSTATE 95, SECTION 70220-2402), THENCE ALONG SAID EXISTING RIGHT-OF-WAY LINE NORTH 18°18'53" WEST, 52.75 FEET TO THE POINT OF BEGINNING , THENCE CONTINUE NORTH 18°18'53" WEST, 290.22 FEET ALONG SAID EXISTING RIGHT-OF-WAY LINE TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3124.05 FEET, A CENTRAL ANGLE OF 18°07'00", AND A CHORD OF 983.70 FEET THAT BEARS NORTH 09°15'23" WEST, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 987.81 FEET FOR THEEND OF SAID CURVE, THENCE CONTINUE ALONG SAID EXISTING RIGHT-OF-WAY LINE NORTH 00°11 '53" WEST, A DISTANCE OF 1390.76 FEET TO THE SOUTHERLY EXISTING RIGHT-OF-WAY LINE OF STATE ROAD 528 (SECTION 70007-2501), THENCE NORTH 88°36'31" EAST, 1540.46 FEET ALONG SAID SOUTHERLY EXISTING RIGHT-OF-WAY LINE TO A POINT OF CURVATURE, OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 600.49 FEET, A CENTRAL ANGLE OF 32°11'38", AND A CHORD OF 332.99 FEET THAT BEARS SOUTH 72°30'43" WEST, THENCE DEPARTING SAID EXISTING RIGHT-OF-WAY LINE, RUN WESTERLY ALONG THE ARC OF SAID CURVE 337.41 FEET FOR THE END OF SAID CURVE, THENCE SOUTH 56°24'54" WEST, 1093.61 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAYING A RADIUS OF 600.49 FEET, A CENTRAL ANGLE OF 56°36'47", AND A CHORD OF 569.50 FEET THAT BEARS SOUTH 28°06'30" WEST, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 593.34 FEET TO THE END OF SAID CURVE, THENCE SOUTH 00°11'53" EAST, 205.36 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3725.27 FEET, A CENTRAL ANGLE OF 18°07'00" AND A CHORD OF 1173.15 FEET THAT BEARS SOUTH 09°15'23" EAST, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 1178.06 FEET TO THE END OF SAID CURVE, THENCE SOUTH 18°18'53"EAST, 109.59 FEET TO THE NORTH RIGHT-OF-WAY LINE OF JAMES ROAD, A 50 FOOT DEDICATED STREET, THENCE NORTH 89°44'07" WEST ALONG SAID RIGHT-OF-WAY LINE 12.66 FEET TO THE POINT OF BEGINNING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, RUN THENCE NORTH 00°15'06" WEST, A DISTANCE OF50.00 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF JAMES ROAD, A 50 FOOT DEDICATED STREET, THENCE NORTH 89°44'07" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF JAMES ROAD, A DISTANCE OF 2113.38 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (INTERSTATE 95), THENCE NORTH 18°18'53" WEST ALONG THE SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD 9 (INTERSTATE 95), A DISTANCE OF 109.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3725.72 FEET, A CENTRAL ANGLE OF 18°07'00", THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1178.06 FEET, THENCE NORTH 00°11'53" WEST, A DISTANCE OF 205.36 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (ALSO KNOWN AS THE "BEELINE EXPRESSWAY" FORMERLY KNOWN AS STATE ROAD NO. 524) AND A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 600.49 FEET A CENTRAL ANGLE OF 56°36'47", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 593.34 FEET, THENCE NORTH 56°24'54" EAST, A DISTANCE OF 1093.61 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 600.49 FEET, A CENTRAL ANGLE OF 32°11'38", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 337.41 FEET, THENCE NORTH 88°36'31" EAST, A DISTANCE OF 1179.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5579.58 FEET, A CENTRAL ANGLE OF 16°24'08", THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1597.28 FEET, THENCE SOUTH 74°59'21" EAST A DISTANCE OF 774.87 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 10, THENCE SOUTH 00°04'36" EAST ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1056.66 FEET, THENCE NORTH 89°52'22" WEST, A DISTANCE OF 668.67 FEET, THENCE SOUTH 00°07'14" EAST, A DISTANCE OF 1273.27 FEET, TO A POINT ON THE AFOREMENTIONED JAMES ROAD, A 50 FEET DEDICATED STREET, THENCE NORTH 89°51'39"WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 2003.09 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PARCEL CONVEYED BY ORDER OF TAKING IN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED FEBRUARY 8, 2008 IN OFFICIAL RECORDS BOOK 5843, PAGE 351, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

AND ALSO LESS AND EXCEPT LANDS DESCRIBED IN DEEDS TO BREVARD COUNTY PROPERTY HOLDINGS, LLC AS RECORDED IN OFFICIAL RECORDS BOOK 7000, PAGE 2377 AND OFFICIAL RECORDS BOOK 7434, PAGE 1216 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

©2020 Morgan & Associates Consulting Engineers, Inc.

Revision	Designed:	Drawn:	Checked:
	AK	DD	AK
Date:	08/03/2021	08/03/2021	08/03/2021

BEACHLINE PARTNERS

PRELIMINARY SITE PLAN

MORGAN & Associates
Consulting Engineers, Inc.
Civil Engineers and Land Surveyors - E.B. # 7903 / L.B. #7940
504 North Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089

Project #: COCOA I95
Drawing #: CIVIL
Scale:
Horiz. 1" = 200'
Vert. N/A
Sheet #:
C-1
Sheet 1 of 1

Steven J. Morgan P.E. FL Reg. #50632
Andreas H. Kirbach P.E. FL Reg. #49431

Date:

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

COURTESY NOTICE OF PUBLIC HEARING

TO PROPERTY OWNERS WITHIN 500 FEET OF THE SUBJECT SITE

THE CITY COUNCIL OF THE CITY OF COCOA PROPOSE TO CONSIDER THE FOLLOWING:

SETTLEMENT IMPLEMENTATION AGREEMENT

A Settlement Implementation Agreement between Beachline Partners, LLC and the City of Cocoa to approve a conceptual plan, amenities, development schedule and further requirements for an approximately 418-lot residential subdivision, consistent with intended PUD zoning, and to implement that Stipulated Settlement Agreement, made and entered into December 11, 2007 and recorded in the Brevard County Official Records Book 5837, Page 2226 on Tax Parcel #: 24-35-10-00-502, approximately 212.10 acres of land located generally southeast of the SR 528 and I-95 interchange.

CITY COUNCIL PUBLIC HEARING WILL BE HELD ON

Tuesday September 28, 2021

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

Alix Bernard, Interim Planning & Zoning Manager

9/20/21
Date

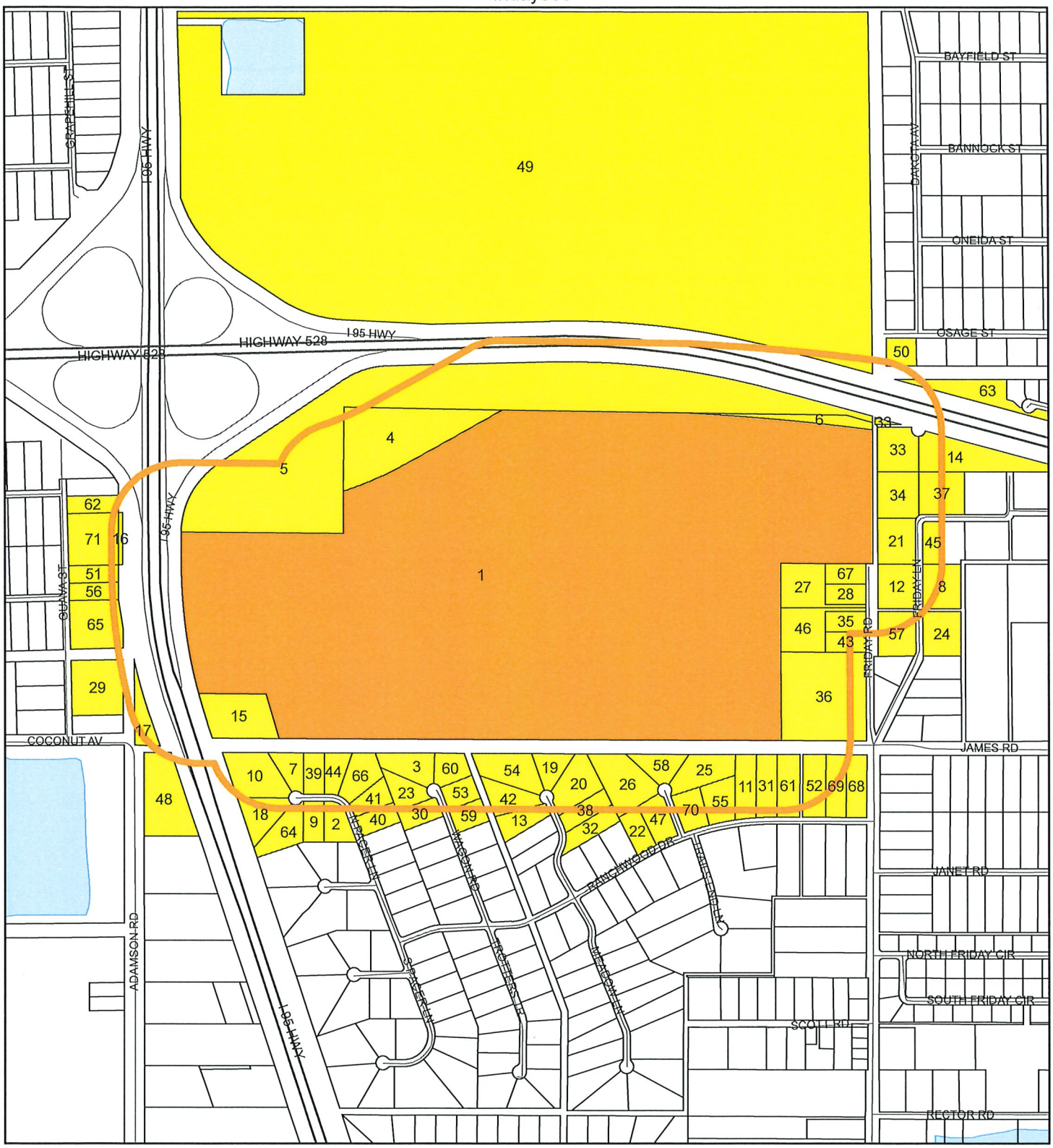
Special Information for Quasi-Judicial Hearings:

Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at a quasi-judicial hearing is highly encouraged to immediately contact Alix Bernard, Interim Planning and Zoning Manager, at (321) 433-8451 or abernard@cocoafl.org, to make proper arrangements for presentation of witnesses and/or evidence.

RADIUS MAP

BEACHLINE PARTNERS LLC

friday500



N

W E

S

1:12,000 or 1 inch = 1,000 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 9/20/2021

Buffer

Subject Property

Notify Property

Parcels

CITY OF COCOA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT

THE COCOA CITY COUNCIL

PROPOSES TO CONSIDER THE FOLLOWING:

SETTLEMENT IMPLEMENTATION AGREEMENT

A Settlement Implementation Agreement between Beachline Partners, LLC and the City of Cocoa to approve a conceptual plan, amenities, development schedule and further requirements for an approximately 418-lot residential subdivision, consistent with intended PUD zoning, and to implement that Stipulated Settlement Agreement, made and entered into December 11, 2007 and recorded in the Brevard County Official Records Book 5837, Page 2226 on Tax Parcel #: 24-35-10-00-502, approximately 212.10 acres of land located generally southeast of the SR 528 and I-95 interchange.

CITY COUNCIL WILL CONSIDER THESE ITEMS ON
SEPTEMBER 28, 2021
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting: City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Interested parties are invited to attend this public meeting in person. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:

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

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

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

Interested parties may also submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments may also be mailed to City of Cocoa, Planning & Zoning Manager, 65 Stone Street, Cocoa, Florida 32922. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.

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 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 City Council reserves the right to continue or postpone hearings to a date certain without re-advertising.

Community Services
Planning and Zoning Division
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8535 Fax: (321) 321-433-8543

September 20, 2021

Mr. Frank Abbate
Brevard County Manager
C/O Board of County Commissioners
2725 Judge Fran Jamieson Way
Viera, FL 32940

RE: Courtesy Notice – Beachline Partners – Settlement Implementation Agreement

Dear Mr. Abbate,

Attached is the courtesy notice in regards to Beachline Partners development and the proposed settlement implementation agreement. This item will be heard before the Cocoa City Council on Tuesday, September 28, 2021 at 6 pm.

Sincerely,

Charlene Neuterman
Interim Community Services Director
Cneuterman@cocoafl.org

Legislation Details (With Text)

File #:	21-620	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	9/8/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	Request approval of the Council appointments for the City Districting Commission.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 8, 2021
Agenda Date: September 28, 2021
Prepared By: Charlene Neuterman, Interim Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Request approval of the Council appointments for the City Districting Commission.

BACKGROUND:

Each Council member was asked to submit a recommendation of their proposed appointee. Selectees will then be pre-qualified to serve on the Commission based on the requirements of the Cocoa's Charter. This step is being taken because of the time limit imposed by the Charter for submitting a report to Council "120 days from appointment".

Cocoa's City Charter requires a districting commission be appointed no later than November 2, 2021, which is at least one year prior to the next general election in 2022.

Pursuant to the City's Charter, each Councilmember and the Mayor will appoint one city elector (registered voter) to the districting commission. No member of the commission may be employed by the City or hold any elected office of the City.

The districting commission will be required to file a report with the City Council containing a recommended plan for establishment or adjustment of the City Council district boundaries based on the federal decennial census information. Raw data of the census information has been received by the City and Staff will be working with the East Central Florida Regional Planning Council to identify the new, revised district boundaries that meet the requirements of the Charter.

Recommended Council District boundaries shall comply with the following specifications:

1. Districts shall be equal in population except where deviations from equality result from the application of the provisions hereinafter set forth, but no such deviation may exceed five percent (5%) of the average population for all City Council district according to the figures available from the most recent census.
2. Each district shall be formed of compact, contiguous territory, and its boundary lines shall follow street boundaries insofar as practical or possible, or other boundaries available.
3. The districts shall be based upon the principle of equal and effective representation as required by the United States Constitution and as represented in the mathematical preciseness reached in the legislative apportionment of the state.
4. The districts shall comply with applicable provisions of the Voting Rights Act and any applicable court orders.

The following recommendations have been made by the Council and Staff is requesting approval of these recommendations and move forward with the pre-qualification process to be conducted by the City Clerks' Office.

Mayor Blake - Tracy Moore
District 1: Deputy Mayor Goins - Ed Greene
District 2: Councilman Levander Hearn - Alton Edmonds
District 3: Councilman Rip Dyal - Don Boisvert
District 4: Councilwoman Lorraine Koss - Jennifer Riggs

Staff is requesting approval of the recommended members for the districting commission.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Request approval of the Council appointments for the City Districting Commission.

Legislation Details (With Text)

File #:	21-633	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	9/16/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	Staff is requesting direction related to the budgetary requests in the draft Operations and Maintenance Lease and Agreement between Brevard Museum and Sciences Center Inc. and the City of Cocoa. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 21, 2021
Agenda Date: September 28, 2021
Prepared By: Bryant Smith III, P.E., CFM Public Works Director/City Engineer
Through: Bryant Smith III, P.E., CFM Public Works Director/City Engineer
Requested Action:
Staff is requesting direction related to the budgetary requests in the draft Operations and Maintenance Lease and Agreement between Brevard Museum and Sciences Center Inc. and the City of Cocoa.

BACKGROUND:

At the March 23, 2021, City Council Meeting, the City Council unanimously approved a lease termination with The Florida Historical Society (FHS) for the operation of the Brevard Museum of History and Natural Sciences (Museum) and accepted the donation of various FHS assets and exhibits. The Council also approved a Budget Amendment to allocate funds for the temporary operation of the Museum through September 30, 2021.

The original agreement with FHS and the City commenced on March 13, 2019, and was intended to terminate March 12, 2089, which was a 70-year term. The tenant was responsible for all maintenance, repairs, alterations, and improvements related to the leased premises. The leased premises include the grounds, trails, landscaping, and all improvements, buildings, structures, and facilities in the condition as they existed upon the commencement of the lease.

At the June 1, 2021, Budget Workshop, the City Council voted (4-1) to cease all funding related to the previously leased premises. Subsequently, City Staff has been in discussions with a new 501(c)(3), known as the Brevard Museum and Sciences Center, Inc for the possible lease agreement of the

Museum. In an effort to work towards a finalized lease agreement, Staff needs direction on the following items related to the proposals from Brevard Museum and Sciences Center, Inc. Pending the direction from the City Council related to the items below, Staff will bring a finalized agreement back to Council for approval.

- Removal of the trails from the leased premises. The City would then be responsible for all operations and maintenance related to these trails. Any events would have to be coordinated through the City's Special Event Process. All volunteers would also need to work through the City's volunteer process and be covered under the City's insurance policies. The City Council would also need to allocate reoccurring budget for the maintenance and operation of these trails by the Public Works Staff.

- What is the desired term date for this agreement? The previous term was intended to be 70 years but terminated less than two years after commencement.

- One-Time contribution from the City in the amount of $15,000 for the purchase of various equipment and operating expenses.

- Reoccurring contribution from the City in the amount of $30,000/year and assistance from the City to help evaluate and prioritize repairs and capital replacements.

- Initial 6-month contribution from the City in the amount of $12,500 to help cover various utilities and contract services (electric, water, sewer, reuse, landscaping, pest control, security monitoring, fire monitoring, and solid waste services). Also seeking an additional $12,500 if additional financial assistance is needed beyond the initial 6-month timeframe. This would be a budgetary impact of $25,000 for the next fiscal year. Note that these estimated costs may not cover the complete costs related to the operation of the museum if the hours of operation are increased.

- Seeking assistance from the City to ensure that all ADA-related requests arising out of the Tenant's use of the leased premises are accommodated. The budgetary impact of this is unknown. This would likely equate to a large expense since the building predates most ADA Requirements.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Fiscal Year 2022 Impact:

Equipment and Operating -	$15,000
Reoccurring Capital -	$30,000
Utilities and Contract Services -	$25,000

Total - $70,000

Future Year Expenses: $30,000

Note that this does not include Operation and Maintenance of the trails or assistance in ADA improvements.

PREVIOUS ACTION:

June 1, 2021, Budget Workshop, the City Council voted (4-1) to no longer fund the operations and maintenance of the Museum.

RECOMMENDED MOTION:

Staff is requesting direction related to the budgetary requests in the draft Operations and Maintenance Lease and Agreement between Brevard Museum and Sciences Center Inc. and the City of Cocoa.

Legislation Details (With Text)

File #:	21-626	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	9/13/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	Approve the contract revisions effective Fiscal Year 2022 for the three-year contract between the City of Cocoa and the Teamsters Local Union 769 Cocoa Fire District Chiefs for the contract term of October 1, 2020 through September 30, 2023. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	Fire, Labor, labor union, Teamsters				
Code sections:					
Attachments:	City of Cocoa DC Teamsters FINAL CLEAN FY 21-23 (FY22 Wage Opener).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 13, 2021
Agenda Date: September 28, 2021
Prepared By: Tammy B. Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve the contract revisions effective Fiscal Year 2022 for the three-year contract between the City of Cocoa and the Teamsters Local Union 769 Cocoa Fire District Chiefs for the contract term of October 1, 2020 through September 30, 2023.

BACKGROUND:

On August 26, 2020, City Council approved a three-year collective bargaining agreement (CBA) effective October 1, 2020 through September 30, 2023 for the Teamsters Local Union 769, which represents the three Fire District Chiefs, a supervisory group in the Fire Department. As part of the CBA, for Fiscal Years 2022 and 2023, wage increases are established through the negotiations process. Also, for Fiscal Year 2022, each party had the ability to open up one additional article.

Bargaining began in June 2021 and a tentative agreement was reached on September 9, 2021. The negotiation team for the City included: City Manager Stockton Whitten, Administrative Services Director Tammy Gemmati (served as Chief Negotiator), Finance Director Rebecca Bowman, and Fire Chief Jonathan Lamm.

The union held a ratification vote for August 17, 2020 with a 2-1 final vote to ratify the wage increases. The following articles were opened during this negotiation period.

- Article 6 - Grievance and Arbitration Procedures: Teamsters chose to open this Article for

negotiations. There was a tentative agreement to make no changes to the Article.

- Article 15 - Wages: Effective the first payroll period of Fiscal Year 2022, bargaining unit members will receive a salary increase of seven percent (7%). In Section 5, there was an increase to Solo Paramedic incentive pay from $215.00 to $260.00 bi-weekly.
- Article 26 - Pension: The City chose to open this Article for negotiations. There was a tentative agreement for the City to modify the Firefighters Pension Plan to include a disability retirement benefit equal to a minimum of 60% average monthly salary if the disability occurs as the result of an active shooter event or mass killing. The Pension Ordinance is under legal review at the moment and will be brought to City Council on a separate agenda item.

STRATEGIC PLAN CONNECTION:

Employees - Having a three-year contract in place enables stability in the workplace. The contract provides for a competitive benefits package with competing area agencies and assist in retaining experienced employees.

Fiscal Sustainability- Approval of a three-year collective bargaining agreement assists the City in long term financial planning.

BUDGETARY IMPACT:

Budgeted	Yes, pending FY2022 Budget Adoption

PREVIOUS ACTION:

At a regular City Council Meeting on September August 26, 2020, Council approved a three-year contract between the City of Cocoa and the Teamsters Local Union 769 Cocoa Fire District Chiefs for the contract term of October 1, 2020 through September 30, 2023.

RECOMMENDED MOTION:

Approve the contract revisions effective Fiscal Year 2022 for the three-year contract between the City of Cocoa and the Teamsters Local Union 769 Cocoa Fire District Chiefs for the contract term of October 1, 2020 through September 30, 2023.

powered by Legistar™

AGREEMENT

BETWEEN

CITY OF COCOA, FLORIDA

AND

TEAMSTERS LOCAL UNION # 769

REPRESENTING

COCOA FIRE DISTRICT CHIEFS

Fiscal Years 2020-21, 2021-22, and 2022-23

Table of Contents

PREAMBLE 3

ARTICLE 1 - RECOGNITION 4

ARTICLE 2 - NON-DISCRIMINATION 5

ARTICLE 3 - SEVERABILITY 6

ARTICLE 4 - MANAGEMENT RIGHTS 7

ARTICLE 5 - RULES AND REGULATIONS 10

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURES 12

ARTICLE 7 - PROBATIONARY PERIOD 18

ARTICLE 8 - DUES DEDUCTION 19

ARTICLE 9 - BULLETIN BOARDS 21

ARTICLE 10 - STRIKES AND LOCKOUTS 22

ARTICLE 11 - UNION BUSINESS 23

ARTICLE 12 - SHIFT EXCHANGES 24

ARTICLE 13 - UNIFORMS 25

ARTICLE 14 - INSURANCE 26

ARTICLE 15 - WAGES 27

ARTICLE 16 - HOURS OF WORK 29

ARTICLE 17 - HOLIDAYS 32

ARTICLE 18 - VACATION 33

ARTICLE 19 - SICK LEAVE 35

ARTICLE 20 – RESERVED 37

ARTICLE 21 - PHYSICAL FITNESS 38

ARTICLE 22 - DRUG TESTING 39

ARTICLE 23 - PHYSICAL EXAMINATIONS 40

ARTICLE 24 - TOBACCO FREE 41

ARTICLE 25 - SHIFT TRANSFER REQUESTS 42

ARTICLE 26 - PENSION 43

ARTICLE 27 - SENIORITY 44

ARTICLE 28 - PERSONNEL REDUCTION 45

ARTICLE 29 - WORKING OUT OF CLASSIFICATION 46

ARTICLE 30 - JURY DUTY 47

ARTICLE 31 - BEREAVEMENT LEAVE 48

ARTICLE 32 - ASSIGNMENT DURING NON-JOB-RELATED DISABILITY 49

ARTICLE 33 - JOB-RELATED MEDICAL LEAVE OF ABSENCE 51

ARTICLE 34 - PERSONNEL FILES 53

ARTICLE 35 - DURATION 54

SIGNATURE PAGE 55

PREAMBLE

This Agreement is entered into by and between the City of Cocoa, Florida, hereafter referred to as the “City” and the Teamsters Local Union No. 769, hereafter referred to as the “Union.”

ARTICLE 1 - RECOGNITION

The City hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment as provided in Section 447.309(1), Florida Statutes for all regular, full-time Fire Department employees in the classification of District Chief as determined by the Public Employees Relations Commission in Certification No. 1912.

ARTICLE 2 - NON-DISCRIMINATION

Section 1. Neither the Union nor the City shall unlawfully discriminate against any employee on the basis of race, color, religion, age, sex, disability, marital status, political affiliation, national origin, or union membership or non-membership. The use in this Agreement of the designation “he” in referring to an employee shall mean “he” or “she” wherever used.

Section 2. Nothing contained in this Article or elsewhere in this Agreement shall restrict the City from taking any lawful action to implement equal employment opportunity and affirmative action.

Section 3. No bargaining unit member will be discriminated against on the basis of status protected by applicable law (including union or non-union status.) However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination, which is, in addition to existing and adequate procedures established by the State of Florida and the Federal government. Accordingly, it is agreed that allegations of employment discrimination prohibited by this Article shall be processed either through the City’s internal procedure or in accordance with state or federal law, and cannot be processed through the contractual grievance procedure.

ARTICLE 3 - SEVERABILITY

Section 1. If any provision of this Agreement, or the application of such provision, should be rendered invalid by the final action of a court of competent jurisdiction because of any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect. If such an invalidating action occurs, the Union and the City will meet at the request of the Union, and attempt to agree upon a replacement article or articles.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. Except as specifically restricted by the provisions of this Agreement, the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

A. Determine the purpose and organizational structure of the Fire/Rescue Service;

B. Exercise control and discretion over the organization and efficiency of operations of the Fire/Rescue Service;

C. Decide the scope of the service and set performance standards for service to be offered to the public;

D. Change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legitimate reasons which could arise;

E. Determine the location (including the location and number of stations), methods, means and personnel by which operations are to be conducted;

F. Change or modify duties, tasks, responsibilities or job descriptions due to operational requirements of the Fire/Rescue Service;

G. Transfer, assign, schedule employees in positions within the organizational structure of the City and the Fire/Rescue Service;

H. Change or modify the number, types, and grades of positions or employees assigned to an organization, unit, division, department, or project;

I. Formulate, issue, amend or delete policies, procedures, and rules;

J. Hire, examine, classify and/or otherwise determine the criteria and standards of selection for employment;

K. Promote and/or otherwise establish criteria and/or procedures for promotions within and without the bargaining unit; and determine the number and types of positions as well as the number and types of positions in each classification, grade, step or designation in any plan which is or may be developed by the City;

L. Lay off and/or relieve employees from duty due to lack of work or lack of funding;

M. Recall employees in accordance with City policies;

N. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including persons to be trained and extent and frequency of training;

O. Formulate and/or amend job descriptions;

P. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable;

Q. Create, expand, reduce, alter, combine, assign, or cease any job;

R. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;

S. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any function, shift, station or piece of equipment;

T. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment;

U. Contract and subcontract existing and future work;

V. Maintain the efficiency of the operations of the Department;

W. Exercise any other management rights as set forth in Chapter 447, Florida Statutes and/or as determined by the Public Employees Relations Commission or a Court of competent jurisdiction;

X. Have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.

Section 2. If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

Section 3. If, in the sole discretion of the City Manager, or in his/her absence the City official so designated by law to act in his absence, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 5 - RULES AND REGULATIONS

Section 1. The City shall make available electronically to all Departmental policies and procedures, City Employee Handbook, and/or City policies, Safety Manual, Workers' Compensation Managed Care Arrangement, and any future amendments thereto. Copies shall also be provided to the Union.

Section 2. Except as modified by a specific provision of this Agreement, bargaining unit employees shall comply with all rules, regulations, policies, procedures, and practices of the City and the Fire Department, including the Employee Handbook, the Safety Manual and the Managed Care Arrangement, and any amendments thereto. This Agreement shall prevail in any conflict. "Conflict" as used herein defines a condition created when the enforcement of one provision requires the violation of another provision. A simple overlapping of provisions does not necessarily create a conflict between the provisions.

Section 3. Should the City and/or the Department exercise its right to formulate, amend, revise, delete and/or implement any rules, regulations, policies, procedures and practices, the City or the Department shall provide a copy of a new or amended rule, regulation policy, procedure, or practice to the Union at least twenty (20) days prior to the proposed implementation. The Union shall be provided an opportunity, upon its request, to impact bargain (which shall include the identity of the impacts) such changes with the City regarding the City's proposed action prior to the twenty (20) days of proposed effective date of such action. The City and/or Department may grant the union additional days upon written request.

Section 4. The City shall furnish an electronic copy of this Agreement to all bargaining unit employees who are covered by said Agreement, at no cost to the

employee or the Union within thirty (30) days after said agreement is ratified by all parties. In addition, all newly hired employees who are covered by this Agreement shall be furnished an electronic copy of said agreement, at no cost to the newly hired employee or the Union within thirty (30) days of their employment.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURES

A. GRIEVANCE:

Section 1. It is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from the application or interpretation of this Agreement. Grievances are limited to claims arising during the effective dates of this Agreement which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. No dispute, claim or complaint or other matter not meeting this definition shall be processed by the City.

Section 2. Prior to filing a grievance, the bargaining unit employee may notify his/her supervisor of his/her intent to file a grievance within ten (10) calendar days. This does not modify the other time limits contained in this article.

Section 3. The City agrees that the Union representative may adjust grievances while on duty. The Union agrees not to abuse this privilege. The Union will provide the City with the name of its representative and his or her alternate assigned to adjust grievances.

Section 4. All grievances must be processed within the time limits provided unless extended by mutual agreement in writing. If the time limits are not extended and the bargaining unit employee or Union does not initiate the grievance or appeal a decision of management within the time limits specified, the grievance shall be dismissed. If the City does not render a decision within the time limits specified, the grievance will advance automatically to the next step. Both parties may agree to by-pass or extend any step of the grievance procedure by mutual consent.

Section 5. Grievances shall be processed in accordance with the following procedures:

Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the grievance procedure within the limits provided for the submission of grievances in Step 1, and shall be signed by the aggrieved employees and/or the Union representative on their behalf if they so desire.

STEP 1: Within ten (10) calendar days of the date the employee or the Union knew or should have known of the incident or occurrence giving rise to the grievance, the employee must submit the grievance, in writing, to the Deputy Fire Chief. The written grievance shall identify the specific provisions of this Agreement allegedly violated, provide factually specific data in support of the grievance, including management actions that allegedly violated the Agreement, and state the relief requested. The Deputy Fire Chief shall respond to the grievance in writing within ten (10) calendar days of the receipt of the grievance.

STEP 2: If the grievance has not been satisfactorily resolved in Step 1, the bargaining unit employee, or the Union representative if the employee so wished his/her assistance, may present such grievance to the Fire Chief or his/her designee. The grievance must be presented to the Fire Chief or his/her designee within ten (10) calendar days from the date the Deputy Fire Chief's response was due or received, whichever is earlier in Step 1. The Fire Chief or his/her designee shall meet with the bargaining unit employee, and the Union representative if the employee wishes, within ten (10) calendar days. The Fire Chief or his/her designee shall respond in writing within ten (10) calendar days from the date from the receipt of the grievance.

STEP 3: If the grievance has not been satisfactorily resolved in Step 2, the bargaining unit employee, or the Union representative if the employee so wishes his/her assistance, may present such grievance to the City Manager within ten (10) calendar days. The City Manager or his designee shall meet with the bargaining unit employee and the Union representative if the employee wishes, within ten (10) calendar days of the date the Fire Chief's response was due or received, whichever is earlier, in Step 2. The City Manager or his designee shall respond in writing within ten (10) calendar days from the date of the appeal to the City Manager.

B. ARBITRATION:

Section 1. Any grievance not resolved in the grievance procedure may be referred to arbitration by written notice to the City Manager, attaching a copy of the written grievance, within ten (10) calendar days of the date the response was due in Step 3 from the City Manager or his/her designee. Any grievance not referred to arbitration within ten (10) calendar days shall be considered settled on the basis of the City's last response and shall not be arbitral.

Section 2. The parties agree that they will select an arbitrator in accordance with the selection criteria of the Federal Mediation and Conciliation Service ("FMCS"), the sole function of that body being to assist in the selection of the arbitrator. The FMCS Request for Arbitration Panel form must be submitted by the party requesting arbitration within ten (10) calendar days of the party's demand for arbitration. The request shall be for a list of seven (7) qualified arbitrators from the FMCS. Each party has the right to request one (1) new panel of arbitrators. The Union and the City will alternately strike one name at a time from the panel, with the party requesting arbitration striking first, until only one (1) name remains. That person shall be the designated arbitrator. Nothing

contained in this Article shall prevent any employee covered by this Agreement from processing his or her own grievance through the grievance procedure unassisted.

Section 3. The arbitrator shall only have the jurisdiction and authority to hear a grievance as defined in this Article, and which has been properly advanced to arbitration. The arbitrator shall have no authority to expand the definition of a grievance herein, and shall have no authority to expand any of the time limits set forth herein. The arbitrator's decision shall be final and binding on both parties subject to any court review allowable by applicable law.

Section 4. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto, nor shall the award directly or indirectly change, modify or ignore any of the terms of this Agreement.

Section 5. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, which is not a grievance as defined in this Article, or which is not covered by this Agreement.

Section 6. The arbitrator shall confine himself or herself exclusively to the question which is presented to the arbitrator, which question must be actual and existing. Copies of the award of the arbitrator made in accordance with the jurisdiction authority under this Agreement shall be furnished to both parties within thirty (30) calendar days of the close of the hearing.

Section 7. It is contemplated that the City and the bargaining unit employee, the bargaining unit representative or legal counsel shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing. If this is done, the arbitrator shall confine his or her decision to the particular matter thus specified. In the event of the

failure of the parties to so agree on a statement of issue to be submitted, each party shall submit its own. Under no circumstances shall the issues to be arbitrated be expanded from the issues specifically set forth in the original grievance filed at Step 1 of the grievance procedure. Each party shall bear the expense of its own witnesses and its own representatives. The expenses of the impartial arbitrator shall be borne equally by the parties. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of the same.

Section 8. No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any other cases. Moreover, no settlement reached between the City and the Union and/or the City and its employees may be used as precedence or as evidence of disparate treatment in any subsequent case.

Section 9. Nothing contained in this Article shall prevent any employee covered by this Agreement from processing his or her own grievance through the grievance procedures unassisted. However, the bargaining unit representative shall have a right to inquire of the status of the grievance, have notice of and attend grievance meetings, present the Union position, if any, and be informed of the resolution of the grievance. The bargaining unit representative's failure to inquire or attend shall not be a basis for the Union to challenge the handling or resolution of the grievance. When the Union representative attends a grievance meeting, he or she shall not interfere with the orderly conduct of the meeting.

C. CITY GRIEVANCE PROCESS:

This Article sets forth the exclusive mechanism for resolving grievances as defined by this Article, and bargaining unit employees may not file a grievance under the City's personnel policies over any matter meeting the definition of a grievance under this Article.

Bargaining unit employees may file a grievance under the City's Employee Handbook over any matter not meeting the definition of a grievance under this Article, and therefore excluded from the grievance and arbitration procedures of this Agreement, such as discipline and discharge.

ARTICLE 7 - PROBATIONARY PERIOD

Section 1. The probationary period for newly hired employees will be for a period of one (1) year. The probationary period for bargaining unit employees promoted to the rank of District Chief will be for a period of six (6) months if they have satisfied their initial new hire probationary period. In the event a bargaining unit employee takes a leave of absence, the probationary period will be resumed and continued for the length of the absence.

Section 2. Bargaining unit employees who do not satisfactorily complete their probationary period will be separated from employment without the right to grieve their separation; provided, however, that a bargaining unit employee promoted from the IAFF rank-and-file bargaining unit shall be returned to their former position in the IAFF rank-and-file bargaining unit if such return is allowed by the IAFF rank-and-file collective bargaining agreement.

Section 3. New hire probationary employees may not take vacation during the first six (6) months of their probationary period, unless approved by the Fire Chief or his/her designee.

Section 4. Probationary employees will not attend City-sponsored schooling unless approved by the Fire Chief or his/her designee.

ARTICLE 8 - DUES DEDUCTION

Section 1. Any member of the Union who has submitted a properly executed written dues authorization card or statement to the City may have his/her dues in the Union deducted from his/her wages. Dues shall be deducted on a weekly basis (first four pay periods of the month), unless a bi-weekly (first two pay periods of the month) payroll is adopted and, shall, thereafter, be transmitted to the Union or its designated depository. Dues shall be remitted monthly along with a list containing the name, social security number, and the amount deducted, of the bargaining unit members for which remittance is made. The City, however, shall have no responsibility or liability for the improper deduction of any dues. The Union will initially notify the City as to the amount of deductions. Changes in deductions will be submitted to the Human Resources Division, via certified mail or e-mail notification, specifying the amount of dues to be deducted, and a list of Association members affected, at least thirty (30) days in advance. Further, the Union shall hold the City harmless for any errors in the administration of the dues deduction system. Under no circumstances shall the City be required to deduct Union fines, penalties, or non-uniform special assessments from the wages of any member.

Section 2. Any authorization for dues deduction may be canceled by the employee upon thirty (30) days written notice to the City, with a copy to the Union.

Section 3. When an employee quits, is discharged, or is laid off, any unpaid dues owed to the Union will be deducted from the employee's last paycheck.

Section 4. No deduction shall be made from the pay of any employee during any payroll period in which the employee's net earnings for the payroll period are less than the amount of dues to be paid.

Section 5. The Union agrees to hold and save the City safe and harmless from any and all judgments, suits, actions, orders, etc., which may arise because of the City's actions under the provisions of this Article.

ARTICLE 9 - BULLETIN BOARDS

Section 1. The City will allow the Union to use bulletin board space for Union business in the District Chief's office. The board will be used only for the following notices: recreational and social affairs of the Union, Union meetings, Union elections, reports of Union committees, and other official Union communications. All notices posted on the Union bulletin boards will contain the signature of the Union Representative. Bulletin boards shall remain neat, organized and its information current. Notices and announcements shall not contain anything political or controversial, or reflecting negatively upon the City, any of its officials or employees. No material, notices or announcements which violate the provisions of this Section shall be posted. Any violations of this Section shall entitle the City to immediately remove any offending materials.

ARTICLE 10 - STRIKES AND LOCKOUTS

Section 1. There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the bargaining unit employees presented by the Union, and there will be no lockouts by the City for the duration of this Agreement.

Section 2. It is recognized by the parties that the City is responsible for any engagement in activities which are the basis of the health and welfare of the citizens and that any violation of this section could give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that, in the event of any violation of this section, the City shall be entitled to seek and obtain immediate injunctive relief, together with such other remedies it may have, either separately or simultaneously. It is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this section if neither the Union nor any of its officers instigated, authorized, condoned, sanctioned or ratified such actions, and further that the Union and its officers have used every reasonable means to prevent or terminate such action.

ARTICLE 11 - UNION BUSINESS

Section 1. The Union shall notify the Fire Chief, in writing, of its designated Union officials. It shall be the responsibility of the Union to inform the Fire Chief, in writing, of any change of the designation of such officials. No Union official will be recognized by the City unless the Fire Chief receives written notification from the Union of his/her designation. One member of the bargaining unit elected or appointed to shop steward may be afforded time off with pay to perform their Union functions subject to prior approval of the Fire Chief, or his/her designee. This will be limited to the Steward and/or his or her appointed designee. This would include attendance at regular or special meetings, which would involve the Fire Department, contract negotiations, and activities related to grievance handling without loss of pay or applicable benefits, as long as it does not interfere with the operations of the Fire Department.

Section 2. The Union Steward may be allowed time off with pay to attend any and all meetings of the City Council, for issues which pertain to the bargaining unit, as long as this does not interfere with the operations of the Fire Department.

Section 3. All provisions of this Article require the prior approval of the Fire Chief, or his/her designee. Denials shall be grievable but not arbitrable.

ARTICLE 12 - SHIFT EXCHANGES

Section 1. Employees covered by this agreement shall be allowed to exchange shifts at the discretion of the Fire Chief or his/her designee. All exchanged time, duty assignments and job tasks shall be the sole responsibility of the rescheduled employee.

Section 2. A request to exchange shifts form shall be filled out, signed and turned in to the Fire Chief or his/her designee at least one shift in advance of the requested shift exchange date by the employees agreeing to exchange shifts. The request shall include the date the employee requesting the shift exchange will pay the employee working the shift exchange back.

Section 3. Employees shall be limited to eight (8) shift exchanges per fiscal year. At the discretion of the Fire Chief, the eight shift limit may be increased for assignments or duties that may benefit the organization.

Section 4. The payback of the shift exchange shall be completed within six (6) months from the date of the original trade.

Section 5. Under no circumstances shall an employee pay another employee to work a shift exchange.

Section 6. The employee working the trade will not be eligible for vacation and if they are sick then their sick leave will be charged accordingly.

ARTICLE 13 - UNIFORMS

Section 1. The City shall provide bargaining unit employees with all uniforms, protective clothing, and equipment as required by the Department.

Section 2. The City shall replace all items as necessary, except when the item is damaged or lost as a result of the employee's negligence.

Section 3. Upon separation from employment with the City of Cocoa Fire Department, all issued equipment and serviceable uniforms will be returned. Any bargaining unit employee who retires from the City may retain one badge and a helmet.

Section 4. The employee will maintain uniforms in a clean and presentable manner in accordance with the Department's Standard Operating Guidelines.

Section 5. The City shall repair or replace wristwatches of comparable worth, not to exceed one hundred ($100.00) dollars and prescription eye wear not to exceed two hundred ($200.00) dollars, if broken or lost on duty, through no negligence of the bargaining unit employee, and provided it is reported while the bargaining unit employee is still on duty. Any claims made after the bargaining unit employee goes off duty will not be considered. Members of the bargaining unit will be provided a one hundred ($100.00) dollar shoe allowance, at the beginning of each fiscal year, to purchase shoes approved by the Fire Chief.

ARTICLE 14 - INSURANCE

The City will provide group health insurance to bargaining unit employees on the same basis as such is provided to other City employees. No changes shall be made to existing benefits and/or premiums without first providing the Union with notice of any proposed changes and an opportunity to meet and confer, upon the Union's request, over said changes.

ARTICLE 15 - WAGES

Section 1. Effective the first payroll period of Fiscal Year 2021 the City shall provide bargaining unit members that are above the annual midpoint with a three percent (3%) wage increase and members that are below the midpoint a five percent (5%) wage increase. Effective the first payroll period of Fiscal Year 2022, bargaining unit members will receive a salary increase of seven (7%), or same across the board wage increase provided to IAFF if greater than 7%. For the 2nd and 3rd years of this Agreement (fiscal years 2022 and 2023), wage increases, if any, will be established through the negotiations process. The City shall establish a Wage Plan for bargaining unit employees as set forth below:

Classification	Grade	Annual Minimum	Annual Maximum
Fire District Chief Union	TU1	$67,340	$107,744

Section 2. Bargaining unit members employed for a partial fiscal year will receive a prorated wage increase equivalent to the number of full calendar months they were employed. For example, a District chief with a new hire date of June 15, will be eligible for 3/12 of the annual wage increase with counting months of July- September and new hire that starts on June 1 would receive 4/12 of the annual wage increase with counting the month of hire as a full month. .

Section 3. No increases will be given upon the expiration of this contract until another contract has been ratified or imposed.

Section 4. Under no circumstances will employees be eligible to receive a wage increase above the maximums for their pay grade. Once the maximum has been

reached, the employee will receive a lump sum. There could be instances where the amount is split between an hourly rate increase and a lump sum payment when the employee reaches the maximum pay grade.

Section 5. Bargaining unit employees holding a valid Florida Paramedic certification and approved by the Medical Director and Fire Chief to be a “solo status” Paramedic shall receive a minimum incentive pay of $260.00 bi-weekly so long as they maintain in good standing their certification and “solo status.” Such pay differential shall not be less than $30 bi-weekly above the Rank and File Solo Pay.

Section 6. The City agrees, for the duration of this Agreement, all members of the bargaining unit who are or become eligible for the educational incentive pay amounts established pursuant to “Florida Firefighter Standards and Training” in Florida Statutes, Chapter 633, will continue to receive such amounts.

Section 7. The City reserves the right to provide bargaining unit employees with equity adjustment increases, as it deems necessary in its sole discretion. The Union shall be consulted prior to the City providing any such increases.

ARTICLE 16 - HOURS OF WORK

Section 1. Bargaining unit employees are primarily responsible for performing non-manual work directly related to management policies or the general operations of the Department, or are primarily responsible for managing a unit within the Department, including the supervision of two or more employees. Bargaining unit employees also regularly exercise discretion and independent judgment in performing their job duties. Moreover, bargaining unit employees are paid on a salary basis, and that nothing in this Agreement is intended to convert the bargaining unit employees to hourly employees. It is therefore understood and agreed that bargaining unit employees are exempt from the overtime requirements of the Fair Labor Standards Act.

Section 2. Bargaining unit employees will normally be assigned to work 24-hour shifts. Bargaining unit employees may be required to work additional hours as deemed necessary by management. This Article and its subsections are intended to provide a basis for the scheduling of work and shall not be construed as limiting the right of the City to fix the number of hours of work either per day or per week for such employee. The City will establish the basic workweek and hours of work best suited to meet the needs of the Department and to provide superior service to the community. They are paid for job done which may require them to work outside the basic workweek.

Section 3. An average of 50 hours of work per week (Monday through Sunday) consisting of periods of 24 hours on duty, including meals and rest periods, followed by 24 hours off duty, 24 hours of duty, including meals and rest periods, followed by 24 hours off duty, 24 hours on duty, including meals and rest periods, followed by 96 hours off duty.

Section 4. Bargaining unit employees will earn one administrative day per month that has to be taken in the month it is earned and cannot be carried over to the

following month. Administrative days are an authorized planned absence from regularly scheduled work hours. The monthly administrative days for the ensuing year will be requested and approved by the Fire Chief or designee by the employee starting in December of the prior year. The approval of requests shall be based on factors including, but not limited to, operational needs, timeliness of request, etc. Administrative days may be changed with 30 days of advanced written notice.

Section 5. Bargaining unit employees may be provided compensatory time for additional hours outside of normal shift work at an earned rate of hour/hour and if agreed upon prior to by the Fire Chief or designee. The compensatory time may be accrued up to ninety-six (96) hours and may not be carried over a past a calendar year without prior approval from the Fire Chief. Such compensatory time shall never be paid out and must be used as time off. Compensatory time will be used first before using vacation time when leave is requested. When the compensatory leave balance can cover a 24-hour shift, the compensatory time will be used in lieu of pre-scheduled vacation hours.

Section 6. When a District Chief vacancy exists on a shift, and the shift is below minimum staffing for the day, the City may fill the District Chief vacancy with an employee covered by this Agreement as approved by the Fire Chief. If the City decides to fill a District Chief shift vacancy with an employee covered by this Agreement, the City shall compensate the employee at a fixed hourly non-pensionable rate of $40.00. The process for filling a District Chief vacancy is covered under a Standard Operating Guideline (SOG). Nothing herein shall preclude the City from filling a District Chief vacancy with an employee not covered by this Agreement.

Section 7. Special project assignment pay shall be assigned by the Fire Chief or designee. Special project assignment pay will not exceed forty-eight (48) hours per fiscal

year at the agreed upon rate of pay per Section 6 of this Article. Special project pay will not count toward minimum staffing.

ARTICLE 17 - HOLIDAYS

Section 1. The following are recognized as holidays by the City:

1. New Year's Day (January 1)
2. Martin Luther King, Jr.'s Birthday (3rd Monday in January)
3. President's Day (Washington's Birthday) (3rd Monday of February)
4. Memorial Day (Last Monday of May)
5. Independence Day (July 4th)
6. Labor Day (1st Monday of September)
7. Veteran's Day
8. Thanksgiving Day (4th Thursday in November)
9. Day after Thanksgiving (4th Friday in November)
10. Christmas Day (25th Day in December)

Section 2. Except as provided below, bargaining unit employees will be paid holiday pay for each of the ten above-listed holidays at the employee's hourly rate of pay up to a maximum 100 hours. Holiday pay shall be pensionable. Bargaining unit employees who are working a modified shift (light duty), Workers' Compensation, or are on a medical leave of absence on the day of the recognized holiday, will receive time off with pay for the holiday instead of holiday pay. In such cases, the employee's holiday pay will reflect a percentage of the 100 hours pay (i.e., seven (7) holidays observed, seven-tenths (7/10) of 100 hours. Holiday pay shall be prorated for newly hired/promoted bargaining unit employees for holidays earned as a District Chief.

Section 3. Bargaining unit employees will be paid holiday pay in September in a separate check outside of regular payroll.

ARTICLE 18 - VACATION

Section 1. Bargaining unit employees on a 24-hour shift shall accrue vacation leave as follows:

Years of Service	# of Shifts	Monthly Accrual Rate (hours)	Maximum Calendar Year Carryover
1 – 5	9	18	432
6 – 10	10	20	480
11 – 15	11	22	528
16 and over	12	24	576

Bargaining unit employees converted to a 40-hour schedule shall accrue vacation as follows:

Years of Service	# Annual Hours	Monthly Accrual Rate (hours)
1-5	172.80	14.40
6-10	192.00	16.00
11-15	211.20	17.60
16 and over	230.40	19.20

Section 2. Vacation leave is an authorized planned absence from regularly scheduled work hours which has been approved by the Fire Chief, or designee. Therefore, bargaining unit employees must request and have prior approval from their supervisor in order to take vacation. Approval of vacation requests shall be based on factors including, but not limited to operational needs, timeliness of request; available accrued vacation time, etc.

Section 3. Any vacation requests during the year must be submitted in writing at least twenty-four (24) hours in advance, in increments of not less than two (2) hours.

Section 4. Maximum vacation time allowed to be taken at one time is one (1) year of accrual.

Section 5. Bargaining unit employees who are separated in good standing from the City and who have accrued vacation to their credit at the time of separation shall be paid the hourly rate for the accrued shift days not to exceed two (2) year's accrual, provided the employees submit a written notice fourteen (14) days in advance.

Section 6. In the event that an employee covered by this Agreement deceases, accrued vacation shifts, if any, shall be paid at the hourly rate to his/her beneficiary or estate.

Section 7. If a bargaining unit member becomes sick while on vacation, the time necessary to recover from the sickness will be charged to sick leave, not annual vacation, at the discretion of the Fire Chief, or his/her designee. The Fire Chief, or his/her designee, may request written explanation supporting his/her request to change to sick leave.

Section 8. A total of two year's accrual of vacation leave is the maximum number of hours that may be carried over from one (1) calendar year to the next. At the beginning of the first January pay period, the vacation leave balance of any employee that exceeds two year's accrual will be reduced to the number of hours for two years. If you fail to take vacation time within the calendar year, you will lose any leave over the two year accrual, except in extenuating circumstances as approved by the City Manager.

ARTICLE 19 - SICK LEAVE

Section 1. On shift bargaining unit employees accrue sick leave at the rate of twelve (12) hours per calendar month. Accrual is unlimited. Bargaining Unit Members temporarily assigned to a forty (40) hour workweek will earn sick leave at the rate of eight (8) hours per month.

Section 2. Paid sick leave will be granted to bargaining unit members when they are ill, if there are sufficient hours of accrual available. Sick leave is a privilege which shall be primarily reserved for personal sickness. In the event the bargaining unit employee needs to care for a spouse or child, three (3) days per year may be used. Medical leaves qualified for Family Medical Leave may be granted under the City's policy and applicable Federal law. Additional time may be granted upon the approval of the Fire Chief.

Section 3. Employees will notify the Fire Chief or designee at least one (1) hour before the start of their scheduled shift.

Section 4. Sick leave will be paid, as follows, in the event of termination by:

1. Resignation - Twenty-five percent (25%) of all accumulated unused sick leave at current hourly rate, up to a maximum of 720 hours with a minimum of five (5) years of continuous service with the City prior to resignation with a two (2) weeks advance notice of resignation.

2. Normal Retirement (As defined in the Pension Plan Ordinance) – Bargaining unit employees hired prior to October 1, 2007 will receive one hundred percent (100%) of all accumulated sick leave, up to a maximum payment of one thousand seven hundred twenty-eight (1,728) hours. Employees hired October 1, 2007 or after shall

receive 100% of all accumulated sick leave, up to a maximum of one thousand and eighty (1080) hours. Employees hired on or after August 1, 2013, shall receive 100 % of the sick leave balance not to exceed seven hundred twenty (720) hours.

3. Disability Retirement (As defined in the Pension Plan Ordinance) - Same as normal retirement above.

4. Death - In the event of death, the bargaining unit employee's estate or beneficiary will be paid at the same rate provided in section 4.2 above.

Section 5. A physician’s note may be required in order to utilize sick leave to cover lost time from work if the employee is absent for more than two (2) consecutive shifts or there is a pattern of abuse.

Section 6. For the purpose of computing sick leave of less than one (1) hour, increments of the nearest ten (10) minutes will be used.

ARTICLE 20 – RESERVED

ARTICLE 21 - PHYSICAL FITNESS

Section 1. Bargaining unit employees shall participate in any Department wellness/fitness program and they shall be allowed to work out on duty. The Bargaining Unit may have a member on the Department Wellness/Fitness Committee.

Section 2. Any injuries sustained while on duty participating in approved work out activities shall be considered job-related injuries.

ARTICLE 22 - DRUG TESTING

Section 1. The City and the Union mutually agree that the use of unlawful drugs, alcohol, and other illegal controlled substances constitutes a danger to the employee, fellow employees, and the general public. It is further agreed that the safety of public property and equipment is placed at jeopardy if an employee is under the influence of drugs and alcohol. The purpose of this Article is to:

A. Promote the goal of a drug-free workplace through fair and reasonable drug testing methods for protection of employees covered by this Agreement and the City.

B. Provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.

C. Provide for confidentiality of testing results.

ARTICLE 23 - PHYSICAL EXAMINATIONS

Section 1. To ensure bargaining unit employees are medically and physically capable of performing their required duties and reduce the risk of injuries and illness. Bargaining unit employees shall receive, at the City's expense, annual medical physicals, providing sufficient budget funds are available.

Section 2. Bargaining unit employees shall be required to participate in Fit for Duty examinations. Additional tests and examinations including, physiological evaluations, may be included and required as deemed necessary by management or a designated Fit-for-Duty physician.

Section 3. Bargaining unit employees who do not meet the minimum requirements for medical certification, shall be managed by the City in accordance with applicable department, City, state and federal rules and regulations.

ARTICLE 24 - TOBACCO FREE

All members covered by this agreement hired on or after October 1, 2015, shall be required to sign an individual agreement to acknowledge they will be a non-user of any tobacco products while on or off duty for the full length of their employment. Tobacco usage is defined as smoking cigarettes, electronic cigarettes, cigars, pipes, or use of any type of tobacco or non-prescribed nicotine products of any kind at all times, whether on or off duty. The parties further agree to encourage members hired before October 1, 2015, to stop using tobacco products. The City shall work with these affected members to develop a cessation program. Voluntary participation in such program is to be performed off-duty.

ARTICLE 25 - SHIFT TRANSFER REQUESTS

When a vacancy occurs in a bargaining unit position, the senior member holding the same classification shall be given first consideration for transfer to that vacant position prior to the shift being assigned to a new hire or promoted employee. Employees in a probationary period status are not eligible for shift transfers, unless approved by the Fire Chief or his/her designee.

ARTICLE 26 - PENSION

Section 1. Retirement benefits and employee contributions for employees covered by this Agreement will be as provided in the City of Cocoa Firefighters' Retirement Plan (the "Plan"), except as follows:

Section 2. In accordance with the Pension Plan Ordinance, for those bargaining unit members that were in a general non-union position at the time the accrual "snapshot" (Pensionable Earnings Leave Balances - August 8, 2013) was taken for calculation of pensionable payouts. The leave balances (sick and vacation) shall be calculated based off a forty (40) hour rate of pay, rather than the fifty (50) hour rate of pay. All other compensation for pension purposes shall remain in accordance with the pension ordinance.

Section 3. Upon approval of pension ordinance, the plan shall be amended by the City to provide for a service incurred disability retirement benefit equal to 60% of a member's average monthly salary if the disability occurs as the result of an active shooter event or mass killing.

Section 4. Any future proposed changes to the Plan will be done through the collective bargaining process.

ARTICLE 27 - SENIORITY

Seniority as used in this Agreement shall be defined as the period of time employed within District Chief classification. Should more than one employee have the same seniority date, the first letter of their last name at the date of hire shall define seniority starting with the letter “A” to “Z”. Should more than one employee have the same first letter in the last name, the second letter shall define seniority, than the third, and so on and so on.

ARTICLE 28 - PERSONNEL REDUCTION

Section 1. Reduction in force within the bargaining unit shall be in order of first employees who are in the DROP (Deferred Retirement Option Plan) Program and then employees by reverse seniority, with the bargaining unit employee having the least seniority being laid off first.

Section 2. Recall shall be in reverse order of layoff and no new employees shall be hired until all members of the bargaining unit on layoff have been returned or given the opportunity to return to work. Notice of recall shall be sent to the Union and the laid-off member of the bargaining unit at his/her last known address by certified mail, return receipt requested. If any member fails to respond to the recall notice within fourteen (14) calendar days from the date of receiving the notice of recall, he/she shall be considered terminated with no further recall rights. Recall rights for any member of the bargaining unit shall expire eighteen (18) months from the date of layoff.

ARTICLE 29 - WORKING OUT OF CLASSIFICATION

In the event a bargaining unit member is required by the Fire Chief and/or City Manager to assume the duties and schedule of the Deputy Chief, they will receive seven and a half percent (7.5%) additional pay

ARTICLE 30 - JURY DUTY

Section 1. Any member of the bargaining unit ordered to report for jury duty shall be given sufficient time off with pay to carry out his/her civic responsibility. Before being relieved from his/her department duty, the employee will furnish official documentation of having been selected to serve. No deduction will be made by the City for any compensation for carrying out said jury duty or job-related deposition requirements.

Section 2. Upon completion of jury duty or deposition schedule each day, the bargaining unit member shall report back to complete the scheduled shift.

ARTICLE 31 - BEREAVEMENT LEAVE

Section 1. In the event of a death of a member of the bargaining unit employee's immediate family, a maximum of three (3) shifts off within seven (7) calendar days shall be granted following notification of death for attendance at a funeral. Extensions of the seven (7) calendar day time frame will be at the discretion of the Fire Chief. In unusual cases, the Fire Chief, and/or designee, may approve additional time off utilizing sick and/or vacation leave.

Section 2. The immediate family of the bargaining unit employee will be defined only as: spouse, mother, father, stepmother, stepfather, children, stepchildren, mother-in-law, father-in-law, sister-in-law, brother, sister, employee's/spouse's grandparents or grandchildren. The death of relatives who functioned as part of the immediate family who resided in the member's household may qualify for bereavement leave, at the discretion of the Fire Chief.

Section 3. A bargaining unit employee notified of death of a member of the immediate family during duty hours shall be granted leave for the duration of that shift. This leave will not be counted as Bereavement Leave in Article 31.1. Bereavement leave will start the following day.

ARTICLE 32 - ASSIGNMENT DURING NON-JOB-RELATED DISABILITY

Section 1. In the event a bargaining unit employee is unable to perform his or her regular duties because of a non-job-related condition the Fire Chief will attempt to provide a light duty assignment, within the Fire Department. The light duty assignment is subject to the following:

A. Employees are responsible for submitting a written request to Human Resources for consideration of reasonable accommodation, including but not limited to incapacity due to pregnancy, injury, or condition. Upon request, employees' procedures may be modified as appropriate to reasonably accommodate qualified individuals with disabilities in accordance with the American with Disabilities Act (ADA).

B. Completion of the City's established certification form(s) is essential which includes determination from a competent medical authority that the employee is medically fit to work in a light duty assignment and provide the work limitations and/or restrictions along with a projected duration of these limitations and or restrictions.

Section 2. The Fire Chief, or his/her designee, shall have the sole discretion to determine whether there is work to be done at the department level. Such requests for light duty assignments (off the job injuries) shall be reviewed on a case-by-case basis and is not a guarantee of paid employment. All light duty assignments shall involve the performance of productive work necessary for the efficient and economical operation of the department and/or City. Any changes in light duty assignments will be coordinated with the Fire Chief or designee in concurrence with Human Resources / Safety & Risk Management.

Section 3. Light duty assignments during non-job-related disability shall not exceed ninety (90) consecutive days in a twelve (12) month period, unless otherwise

required by applicable law. In the event there is limited light duty work preference shall be afforded to bargaining unit employees with a job-related injury or condition. Extensions to this time period must be approved by the Fire Chief and the City Manager and documented in writing.

Section 4. In the event the duration of an employee's light duty assignment will be greater than the payroll period, the employee shall be changed to a forty (40) hour workweek with their hourly rate converted to a 40-hour equivalent and their leave accruals shall be adjusted accordingly.

Section 5. Employees returning to full duty must submit to Human Resources a completed Return to Work form and obtain approval from Human Resources prior returning to their normal shift.

ARTICLE 33 - JOB-RELATED MEDICAL LEAVE OF ABSENCE

Section 1. The City shall provide workers' compensation coverage for all bargaining unit employees, including probation employees, in accordance with Florida Statutes, Chapter 440.

Section 2. All cases of accident or injury occurring on the job shall be reported immediately to supervision in accordance with statutory provisions and the provisions of the City of Cocoa Safety manual using the appropriate City forms.

Section 3. Bargaining unit employees who sustains a compensable on-the-job injury and who is determined by competent medical authority to be temporarily, totally disabled from performing their duties shall receive workers' compensation wage benefits, as prescribed by law.

Section 4. The City shall provide bargaining unit employees with paid injury leave equal to their regular weekly pay during the first seven (7) days from the date of the compensable on-the job injury. During the first two (2) months from the date of the compensable on-the-job injury, the City will supplement the workers' compensation wage benefit up to 100% of the bargaining unit employees' regular weekly gross wages. The City Manager may, at his discretion, extend the period of time that the City will supplement the workers' compensation wage benefit: the City Manager's decision in this regard shall not be grievable. After the first two (2) months from the date of the compensable on-the-job injury (or the period as extended by the City Manager), bargaining unit employees may supplement their workers' compensation wage benefits with their accumulated sick leave, compensation time and vacation leave, provided that the combined income from their accumulated leave and their workers' compensation wage benefits do not exceed 100% of their regular weekly gross wages including all benefits and deductions.

Section 5. Seniority will continue to accumulate during the period of absence due to a workers' compensation disability.

Section 6. Injured bargaining unit employees may be required to be examined by a medical authority, provided by the City, who shall determine the employee's condition and fitness for return to full-time, part-time, and/or restricted duty.

Section 7. In accordance with the provisions of the City's Return to Work Program, a bargaining unit employee will be returned to modified duty following an on-the-job accident, in his own department, and if no light duty exists there, then in any department within the City, based on medical verification of ability to perform the modified duty. Bargaining unit employees assigned to temporary modified duty as a result of a job-related injury shall have their hourly rate converted to a 40-hour equivalent while working a Monday through Friday modified work schedule. Any approved leave during the non-combat assignment shall be in accordance with the applicable leave Article(s) within this Agreement. Leave accruals should reflect a forty (40) hour workweek while working a modified Monday through Friday schedule.

ARTICLE 34 - PERSONNEL FILES

Section 1. Members of the bargaining unit have the right to review or copy their official personnel files in the Human Resources Division or any Florida Statute Chapter 119 public records that pertain to the members of the bargaining unit in accordance with the City of Cocoa policy of fees for duplication of public records.

Section 2. Members of the bargaining unit have the right to include in any personnel files any certificates, records of achievement, and rebuttal to any derogatory information.

Section 3. The City agrees that a copy of adverse or derogatory written material will not be placed in the file of any member of the bargaining unit until a copy if provided to the employee.

ARTICLE 35 - DURATION

Section 1. This entire Agreement shall become effective upon ratification by the Union and the City Council, except where otherwise specified herein, and remain in effect up to and including September 30,2023. For Fiscal years 2022 and 2023, the parties agree to re-open Article 15 Wages. For Fiscal Year 2022, each party shall have the option to re-open one additional article. It is specifically agreed between the parties that no wage increase shall be made after September 30, 2023 unless agreed to by the parties.

Section 2. If either the City or the Union desires to modify, amend, or terminate this Agreement at its normal expiration date, official notice of such desire must be given in writing at least one hundred twenty (120) days prior to the expiration date of this Agreement. Such notice shall contain the Title(s) or the Article(s) the parties wish to add, alter, or amend. Only those Articles will be subject to negotiation.

Section 3. Within thirty (30) days following receipt of such notice, unless there is mutual agreement to the contrary, the City and the Union shall commence negotiations.

SIGNATURE PAGE

CITY OF COCOA, FLORIDA	TEAMSTERS LOCAL UNION #769
_____	_____
MICHAEL BLAKE, MAYOR	STEVE MYERS, BUSINESS AGENT
_____	_____
STOCKTON WHITTEN CITY MANAGER	TOM REDMOND, DISTRICT CHIEF
_____	_____
DATE SIGNED	DATE SIGNED

Legislation Details (With Text)

File #:	21-627	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	9/13/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	Approve the contract revisions for the three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (CFPBA) Lieutenants for the contract term of October 1, 2020 through September 30, 2023, modifying Article 15 Wages to provide annual wage increases for Fiscal Year 2022. (21-627). (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	Labor, labor union, PBA, Union				
Code sections:					
Attachments:	PBA Lieutenants Contract FY21-23 with FY22 Wage Opener (FINAL).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 13, 2021
Agenda Date: September 28, 2021
Prepared By: Tammy B. Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve the contract revisions for the three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (CFPBA) Lieutenants for the contract term of October 1, 2020 through September 30, 2023, modifying Article 15 Wages to provide annual wage increases for Fiscal Year 2022.

BACKGROUND:

On August 23, 2020, City Council approved a three-year collective bargaining agreement (CBA) effective October 1, 2020 through September 30, 2023 for the Coastal Florida Police Benevolent Association (PBA) Lieutenants. As part of the CBA, for Fiscal Years 2022 and 2023, wage increases are established through the negotiations process.

Bargaining began in May 2021 and a tentative agreement was reached on September 13, 2021. The negotiation team for the City included: City Manager Stockton Whitten, Administrative Services Director Tammy Gemmati (served as Chief Negotiator), Finance Director Rebecca Bowman, and Police Chief Evander Collier.

The union held a ratification vote for September 13, 2021 with a 4-0 final vote to ratify the wage increases.

- Article 17 - Wages:
    - Effective the first payroll period of Fiscal Year 2022, bargaining unit members will receive a salary increase of seven percent (7%).

For Fiscal Year 2023, the wage article will be reopened to negotiate wage increases.

STRATEGIC PLAN CONNECTION:

Employees - Having a three-year contract in place enables stability in the workplace. The contract provides for a competitive benefits package with competing area agencies and assist in retaining experienced employees.

BUDGETARY IMPACT:

Budgeted Yes, Pending FY 2022 Budget Adoption

The budgetary impact for Wages may need to be reevaluated during Fiscal Year 2021 for use of contingency. Budgetary impact for Fiscal Years 2022 and 2023 will be in the proposed budgets for the respective years.

PREVIOUS ACTION:

At a Regular City Council Meeting on September 23, 2020, Council approved a three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) Lieutenants for the contract term of October 1, 2020 through September 30, 2023.

RECOMMENDED MOTION:

Approve the contract revisions for the three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (CFPBA) Lieutenants for the contract term of October 1, 2020 through September 30, 2023, modifying Article 15 Wages to provide annual wage increases for Fiscal Year 2022.

powered by Legistar™

AGREEMENT

BETWEEN

CITY OF COCOA, FLORIDA

AND

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

(PBA)

LIEUTENANT UNIT

Fiscal Years 2021, 2022, and 2023

Table of Contents

PREAMBLE....1
ARTICLE 1 - RECOGNITION....2
ARTICLE 2 - DUES DEDUCTION....3
ARTICLE 3 - NON-DISCRIMINATION....5
ARTICLE 4 - MANAGEMENT RIGHTS....6
ARTICLE 5 - STRIKES AND LOCKOUTS....9
ARTICLE 6 - PBA BUSINESS....10
ARTICLE 7 - STAFFING AND ASSIGNMENTS....12
ARTICLE 8 - SENIORITY....13
ARTICLE 9 - PREVAILING RIGHTS....14
ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURES....15
ARTICLE 11 - EMPLOYEE LEAVE AND BENEFITS....21
ARTICLE 12 - LEGAL DEFENSE AND INDEMNIFICATION....23
ARTICLE 13 - PROBATIONARY PERIOD....24
ARTICLE 14 - HOURS OF WORK....25
ARTICLE 15 - UNIFORMS....26
ARTICLE 16 - INSURANCE....27
ARTICLE 17 - WAGES....28
ARTICLE 18 - RULES AND REGULATIONS....29
ARTICLE 19 - PHYSICAL EXAMINATIONS....31
ARTICLE 20 - ASSIGNMENT DURING DISABILITY....32
ARTICLE 21 - DRUG TESTING....33
ARTICLE 22 - PENSION....34
ARTICLE 23 - DURATION....35
SIGNATURE PAGE....36

PREAMBLE

This Agreement is entered into by and between the City of Cocoa, Florida, hereafter referred to as the “City” and the Coastal Florida Police Benevolent Association, hereafter referred to as the “Association” or the “PBA.”

ARTICLE 1 - RECOGNITION

The City hereby recognizes the PBA as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment as provided in Section 447.309 (1), Florida Statutes for all regular, full-time employees in the bargaining unit as determined by the Public Employees Relations Commission in Certification No. 1864.

ARTICLE 2 - DUES DEDUCTION

Section 1. Any member of the PBA who has submitted a properly executed written dues authorization card or statement to the City may have his/her dues in the PBA deducted from his/her wages. Dues shall be deducted on a weekly basis, unless a bi-weekly payroll is adopted and, shall, thereafter, be transmitted to the PBA or its designated depository. Dues shall be remitted monthly along with a list containing the name, social security number, and the amount deducted, of the bargaining unit members for which remittance is made. The City, however, shall have no responsibility or liability for the improper deduction of any dues. The PBA will initially notify the City as to the amount of deductions. Changes in deductions will be submitted to the Human Resources Division, via certified mail, specifying the amount of dues to be deducted, and a list of Association members affected, at least thirty (30) days in advance. Further, the PBA shall hold the City harmless for any errors in the administration of the dues deduction system. Under no circumstances shall the City be required to deduct PBA fines, penalties, or non-uniform special assessments from the wages of any member.

Section 2. Any authorization for dues deduction may be canceled by the employee upon thirty (30) days written notice to the City, with a copy to the PBA.

Section 3. When an employee quits, is discharged, or is laid off, any unpaid dues owed to the PBA will be deducted from the employee's last paycheck.

Section 4. No deduction shall be made from the pay of any employee during any payroll period in which the employee's net earnings for the payroll period are less than the amount of dues to be paid.

Section 5. The PBA agrees to hold and save the City safe and harmless from any and all judgments, suits, actions, orders, etc., which may arise because of the City's actions under the provisions of this Article.

ARTICLE 3 - NON-DISCRIMINATION

Section 1. Neither the Union nor the City shall unlawfully discriminate against any employee on the basis of race, color, religion, age, sex, disability, marital status, political affiliation, national origin, or union membership or non-membership. The use in this Agreement of the designation “he” in referring to an employee shall mean “he” or “she” wherever used.

Section 2. Nothing contained in this Article or elsewhere in this Agreement shall restrict the City from taking any lawful action to implement equal employment opportunity and affirmative action.

Section 3. No bargaining unit member will be discriminated against on the basis of status protected by applicable law (including union or non-union status.) However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination, which is, in addition to existing and adequate procedures established by the State of Florida and the Federal government. Accordingly, it is agreed that allegations of employment discrimination prohibited by this Article shall be processed either through the City’s internal procedure or in accordance with state or federal law, and cannot be processed through the contractual grievance procedure.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. Except as specifically restricted by the provisions of this Agreement, the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

A. Determine the purpose and organizational structure of the Law Enforcement Service;

B. Exercise control and discretion over the organization and efficiency of operations of the Law Enforcement Service;

C. Decide the scope of the service and set performance standards for service to be offered to the public;

D. Change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legitimate reasons which could arise;

E. Determine the location (including the location and number of stations), methods, means and personnel by which operations are to be conducted;

F. Change or modify duties, tasks, responsibilities or job descriptions due to operational requirements of the Law Enforcement Service;

G. Transfer, assign, schedule employees in positions within the organizational structure of the City and the Law Enforcement Service;

H. Change or modify the number, types, and grades of positions or employees assigned to an organization, unit, division, department, or project;

I. Formulate, issue, amend or delete policies, procedures, and rules;

J. Hire, examine, classify and/or otherwise determine the criteria and standards of selection for employment;

K. Promote and/or otherwise establish criteria and/or procedures for promotions within and without the bargaining unit; and determine the number and types of positions as well as the number and types of positions in each classification, grade, step or designation in any plan which is or may be developed by the City;

L. Lay off and/or relieve employees from duty due to lack of work or lack of funding;

M. Recall employees in accordance with City policies;

N. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including persons to be trained and extent and frequency of training;

O. Formulate and/or amend job descriptions;

P. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable;

Q. Create, expand, reduce, alter, combine, assign, or cease any job;

R. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;

S. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any function, shift, station or piece of equipment;

T. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment;

U. Contract and subcontract existing and future work;

V. Maintain the efficiency of the operations of the Department;

W. Exercise any other management rights as set forth in Chapter 447, Florida Statutes and/or as determined by the Public Employees Relations Commission or a Court of competent jurisdiction;

X. Have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.

Section 2. If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

Section 3. If, in the sole discretion of the City Manager, or in his/her absence the City official so designated by law to act in his absence, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 5 - STRIKES AND LOCKOUTS

Section 1. There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the bargaining unit employees presented by the PBA, and there will be no lockouts by the City for the duration of this Agreement.

Section 2. It is recognized by the parties that the City is responsible for any engagement in activities which are the basis of the health and welfare of the citizens and that any violation of this section could give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that, in the event of any violation of this section, the City shall be entitled to seek and obtain immediate injunctive relief, together with such other remedies it may have, either separately or simultaneously. It is agreed that the PBA shall not be responsible for any act alleged to constitute a breach of this section if neither the PBA nor any of its officers instigated, authorized, condoned, sanctioned or ratified such actions, and further that the PBA and its officers have used every reasonable means to prevent or terminate such action.

ARTICLE 6 - PBA BUSINESS

Section 1. The City will provide to the PBA at a reasonable cost, any and all copies of documents requested under provisions of Florida Statutes, Chapter 119, entitled "Public Records." The City shall make available on-line to the PBA, the annual budget and the comprehensive annual financial report. The City will allow the PBA to use the existing PBA bulletin board space for PBA business in the Squad Room, Communications Center, Detective Bureau and the Substation. The boards will be used only for the following notices: recreational and social affairs of the PBA meetings, PBA elections, reports of PBA committees, and other official PBA communications. All notices posted on the PBA bulletin boards will contain the signature of the PBA Representative. Bulletin boards shall remain neat, organized and its information current. Notices and announcements shall not contain anything political or controversial, or reflecting negatively upon the City, any of its officials or employees. No material, notices or announcements which violate the provisions of this Section shall be posted. Any violations of this Section shall entitle the City to immediately remove any offending materials.

Section 2. Bargaining unit employees shall be paid by the City only when they perform assigned law enforcement duties and/or work directed by the City. To the extent that these employees wish to perform Union duties (such as negotiations, grievance processing, attending Union conventions, etc.) during their normal work schedules, they may utilize annual leave; provided, however, that they comply with the rules otherwise applicable to such leave.

Section 3. Nothing herein shall prohibit the City, in its sole discretion, from allowing Union Officers and/or Representatives to attend meetings scheduled by the City while they are on duty without the loss of pay or benefits.

ARTICLE 7 - STAFFING AND ASSIGNMENTS

Section 1. The City shall have the exclusive right to determine, and modify as it deems necessary, Department and shift staffing.

Section 2. The City shall have the exclusive right to determine, and modify as it deems necessary, job and shift assignments.

Section 3. Except in unexpected situation(s) or an occurrence(s) that demands immediate attention, the City will notify the bargaining unit employee at least ten (10) working days in advance of any permanent change in an employee's status, e.g., transfer, reassignment, or change in shift, unless otherwise specified in this Agreement. Any bargaining unit employee may voluntarily waive the notice required by this Section. Any such waiver shall be in writing signed by the bargaining unit employee.

ARTICLE 8 - SENIORITY

Section 1. The City and PBA agree that “Rank Seniority” shall consist of continuous accumulated service from the date of hire as, or promotion to, the classification of Police Lieutenant. For “Rank Seniority,” any two (2) or more Police Lieutenants hired or promoted on the same day, the governing factor for Rank Seniority shall be the highest numeric of the last two digits in the employee’s Social Security number. Rank Seniority shall accumulate during periods of vacation, sick leave, military leave, or other authorized periods of paid absence, provided, however, that seniority shall not accumulate during periods of unpaid leaves of absence for greater than thirty (30) calendar days, except for job injury.

Section 2. In the event that the City determines that a reduction in force is necessary, bargaining unit employees shall be laid off in accordance with applicable City policy.

ARTICLE 9 - PREVAILING RIGHTS

Prevailing rights for bargaining unit employees shall be those contained in this Agreement and those established by applicable law which are not inconsistent with this Agreement.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURES

A. GRIEVANCE:

Section 1. It is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from the application or interpretation of this Agreement. Grievances are limited to claims arising during the effective dates of this Agreement which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. No dispute, claim or complaint or other matter not meeting this definition shall be processed by the City.

Section 2. Prior to filing a grievance, the bargaining unit employee may notify his/her supervisor of his/her intent to file a grievance within ten (10) calendar days. This does not modify the other time limits contained in this article.

Section 3. The City agrees that the PBA representative may adjust grievances while on duty. The PBA agrees not to abuse this privilege. The PBA will provide the City with the name of its representative and his or her alternate assigned to adjust grievances.

Section 4. All grievances must be processed within the time limits provided unless extended by mutual agreement in writing. If the time limits are not extended and the bargaining unit employee or PBA does not initiate the grievance or appeal a decision of management within the time limits specified, the grievance shall be dismissed. If the City does not render a decision within the time limits specified, the grievance will advance automatically to the next step. Both parties may agree to by-pass or extend any step of the grievance procedure by mutual consent.

Section 5. Grievances shall be processed in accordance with the following procedures:

Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the grievance procedure within the limits provided for the submission of grievances in Step 1, and shall be signed by the aggrieved employees and/or the PBA representative on their behalf if they so desire.

STEP 1: Within ten (10) calendar days of the date the employee or the PBA knew or should have known of the incident or occurrence giving rise to the grievance, the employee must submit the grievance, in writing, to the Police Major or Police Chief designee. The written grievance shall identify the specific provisions of this Agreement allegedly violated, provide factually specific data in support of the grievance, including management actions that allegedly violated the Agreement, and state the relief requested. The Police Major shall respond to the grievance in writing within ten (10) calendar days of the receipt of the grievance.

STEP 2: If the grievance has not been satisfactorily resolved in Step 1, the bargaining unit employee, or the PBA representative if the employee so wished his/her assistance, may present such grievance to the Chief of Police or his/her designee. The grievance must be presented to the Chief of Police or his/her designee within ten (10) calendar days from the date the Police Major's response was due or received, whichever is earlier in Step 1. The Chief of Police or his/her designee shall meet with the bargaining unit employee, and the PBA representative if the employee wishes, within ten (10) calendar days. The Chief or his/her designee shall respond in writing within ten (10) calendar days from the date from the receipt of the grievance.

STEP 3: If the grievance has not been satisfactorily resolved in Step 2, the bargaining unit employee, or the PBA representative if the employee so wishes his/her

assistance, shall present a written appeal to the City Manager within ten (10) calendar days. The City Manager or his designee shall meet with the bargaining unit employee, and the PBA representative if the employee wishes, within ten (10) calendar days of the date the Chief of Police's response was due or received, whichever is earlier, in Step 2. The City Manager or his designee shall respond in writing within ten (10) calendar days from the date of the appeal to the City Manager.

B. ARBITRATION:

Section 1. Any grievance not resolved in the grievance procedure may be referred to arbitration by written notice to the City Manager, attaching a copy of the written grievance, within ten (10) calendar days of the date the response was due in Step 3 from the City Manager or his/her designee. Any grievance not referred to arbitration within ten (10) calendar days shall be considered settled on the basis of the City's last response and shall not be arbitral.

Section 2. The parties agree that they will select an arbitrator in accordance with the selection criteria of the Federal Mediation and Conciliation Service ("FMCS"), the sole function of that body being to assist in the selection of the arbitrator. The FMCS Request for Arbitration Panel form must be submitted by the party requesting arbitration within ten (10) calendar days of the party's demand for arbitration. The request shall be for a list of seven (7) qualified arbitrators from the FMCS. The Union and the City will alternately strike one name at a time from the panel, with the party requesting arbitration striking first, until only one (1) name remains. That person shall be the designated arbitrator. Nothing contained in this Article shall prevent any employee covered by this Agreement from processing his or her own grievance through the grievance procedure unassisted.

Section 3. The arbitrator shall only have the jurisdiction and authority to hear a grievance as defined in this Article, and which has been properly advanced to arbitration. The arbitrator shall have no authority to expand the definition of a grievance herein, and shall have no authority to expand any of the time limits set forth herein. The arbitrator's decision shall be final and binding on both parties subject to any court review allowable by applicable law.

Section 4. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto, nor shall the award directly or indirectly change, modify or ignore any of the terms of this Agreement.

Section 5. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, which is not a grievance as defined in this Article, or which is not covered by this Agreement.

Section 6. The arbitrator shall confine himself or herself exclusively to the question which is presented to the arbitrator, which question must be actual and existing. Copies of the award of the arbitrator made in accordance with the jurisdiction authority under this Agreement shall be furnished to both parties within thirty (30) calendar days of the close of the hearing.

Section 7. It is contemplated that the City and the bargaining unit employee, the bargaining unit representative or legal counsel shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing. If this is done, the arbitrator shall confine his or her decision to the particular matter thus specified. In the event of the failure of the parties to so agree on a statement of issue to be submitted, each party shall submit its own. Under no circumstances shall the issues to be arbitrated be expanded

from the issues specifically set forth in the original grievance filed at Step 1 of the grievance procedure. Each party shall bear the expense of its own witnesses and its own representatives. The expenses of the impartial arbitrator shall be borne equally by the parties. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of the same.

Section 8. No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any other cases. Moreover, no settlement reached between the City and the PBA and/or the City and its employees may be used as precedence or as evidence of disparate treatment in any subsequent case.

Section 9. Nothing contained in this Article shall prevent any employee covered by this Agreement from processing his or her own grievance through the grievance procedures unassisted. However, the bargaining unit representative shall have a right to inquire of the status of the grievance, have notice of and attend grievance meetings, present the PBA position, if any, and be informed of the resolution of the grievance. The bargaining unit representative's failure to inquire or attend shall not be a basis for the PBA to challenge the handling or resolution of the grievance. When the PBA representative attends a grievance meeting, he or she shall not interfere with the orderly conduct of the meeting.

C. CITY GRIEVANCE PROCESS:

This Article sets forth the exclusive mechanism for resolving grievances as defined by this Article, and bargaining unit employees may not file a grievance under the City's personnel policies over any matter meeting the definition of a grievance under this Article. Bargaining unit employees may file a grievance under the City's Employee Handbook over any matter not meeting the definition of a grievance under this Article, and therefore

excluded from the grievance and arbitration procedures of this Agreement, such as discipline and discharge.

ARTICLE 11 - EMPLOYEE LEAVE AND BENEFITS

Section 1. Except as expressly set forth in this Agreement, bargaining unit employees shall be provided leave, pensions, educational assistance, on-the-job injury, and other benefits in accordance with the City's and Police Department's applicable policies and any amendments thereto.

Section 2. In recognition of additional time they may work when on standby as exempt employees, lieutenants shall have the ability to flex their hours in accordance with City policy.

Section 3. Bargaining unit employees shall not be entitled to the general employee cafeteria benefit.

Section 4. Bargaining unit employees shall receive a shoe allowance for the purchase of approved uniform shoes. The cost of the allowance shall not exceed $125 per fiscal year.

Section 5. Upon resignation or dismissal, bargaining unit employees with more than sixty months of service will be eligible for sick leave payment upon resignation equal to twenty-five percent of that accrued. Failure of a bargaining unit employee to give proper notice of 14 (fourteen) days with his or her resignation will result in the forfeiture of his or her accumulated sick leave. Upon receiving an actual normal pension benefit (not early retirement) or death, sick leave payment will be equal to one hundred percent (100%) of that accrued up to a maximum payment of seven hundred twenty (720) hours.

Section 6. Holiday Benefits

A. The following are recognized as holidays by the PBA Lieutenants:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Eve
Labor Day	Christmas Day

B. Holidays will be paid at the bargaining unit employee's hourly rate of pay in a lump sum payment for a maximum of one hundred (100) hours. The payment will be processed in the September timeframe in a separate payroll check. Employees who are working light duty or worker's compensation shall not receive lump sum holiday but rather have the day off. Holiday pay shall be prorated for newly hired/promoted employees for holidays earned as a Lieutenant. Bargaining unit employees who terminate will be paid for all holidays at the rate which it is accrued per day up to their termination date.

ARTICLE 12 - LEGAL DEFENSE AND INDEMNIFICATION

The City shall provide bargaining unit employees legal defense and indemnification as allowed by applicable law.

ARTICLE 13 - PROBATIONARY PERIOD

Section 1. The probationary period for bargaining unit employees will be for six (6) months. Probationary periods may be extended up to three (3) additional months (for a total of 9 months) at the discretion of the Chief of Police.

Section 2. Bargaining unit employees who do not satisfactorily complete their new-hire probationary period will be separated from employment without the right to a due process hearing. A bargaining unit employee promoted from the PBA rank-and-file bargaining unit as a Police Sergeant that does not satisfactorily complete their promotional probationary period shall be returned to the position of Police Officer in the PBA rank-and-file bargaining unit if such position is vacant.

Section 3. In the event a bargaining unit employee takes a leave of absence, the probationary period will be resumed and continued for the length of the absence.

ARTICLE 14 - HOURS OF WORK

Section 1. Bargaining unit employees are primarily responsible for performing non-manual work directly related to management policies or the general operations of the Department, or are primarily responsible for managing a unit within the Department, including the supervision of two or more employees. Bargaining unit employees also regularly exercise discretion and independent judgment in performing their job duties. Moreover, bargaining unit employees are paid on a salary basis, and that nothing in this Agreement is intended to convert the bargaining unit employees to hourly employees. It is therefore understood and agreed that bargaining unit employees are exempt from the overtime requirements of the Fair Labor Standards Act.

Section 2. Bargaining unit employees will normally be assigned to work 8, 10, or 12-hour shifts. Bargaining unit employees may be required to work additional hours as deemed necessary by management.

ARTICLE 15 - UNIFORMS

Section 1. Articles of uniform for bargaining unit employees covered by this Agreement will be provided adequate uniforms and equipment to do their job. All issued equipment and uniforms will be worn in compliance with Standard Operating Procedures as set forth by the Chief of Police.

Section 2. The City shall repair or replace wristwatches of comparable worth, not to exceed one hundred dollars ($100.00), and prescription eye wear not to exceed two hundred dollars ($200.00), if broken or lost on duty, through no negligence of the bargaining unit employee, and provided it is reported while the bargaining unit employee is still on duty. Any claims made after the bargaining unit employee goes off duty will not be considered.

Section 3. The City will replace articles that are turned in that have become torn, worn, or unserviceable due to normal wear and tear or broken or destroyed through no fault of the bargaining unit employee. Any bargaining unit employee who damages, destroys, or loses any furnished equipment due to negligence will replace the article.

ARTICLE 16 - INSURANCE

The City will provide group health insurance to bargaining unit employees on the same basis as such is provided to other City employees. No changes shall be made to existing benefits and/or premiums without first providing the PBA with notice of any proposed changes and an opportunity to meet and confer, upon the PBA's request, over said changes. One member from the bargaining unit will be included as a representative of the City's Insurance Task Force Committee and have input into any changes that are being recommended.

ARTICLE 17 - WAGES

Section 1. Effective October 1 of Fiscal Year 2021, the City shall provide bargaining unit members with a nine point seventeen percent (9.17%) wage increase. Effective the first payroll period of Fiscal Year 2022, bargaining unit members will receive a salary increase of seven percent (7%). For the 3rd year of this Agreement (fiscal year 2023), wage increases, if any, will be established through the negotiations process. The City shall establish a Wage Plan for bargaining unit employees as set forth below:

Classification	Grade	Minimum Annual	Maximum Annual
Police Lieutenant	PL1	$76,606.40	$112,964.80

Section 2. No increases will be given upon the expiration of this contract until another contract has been ratified or imposed.

Section 3. Under no circumstances will employees be eligible to receive a wage increase above the maximum of the pay grade. Once the maximum has been reached, the employee will receive a lump sum equivalent to the percent value of the increase. There could be instances where the amount is split between a rate increase and a lump sum payment when the employee reaches the maximum pay grade.

Section 4. An internal employee promoted to the rank of Lieutenant shall be brought to the minimum of the pay range or receive a salary increase equivalent to five percent (5%) above their existing wage, to include any assignment pay, whichever is greater.

Section 5. Bargaining unit employees assigned to the night shift shall receive a shift differential premium of $50.00 bi-weekly for the night shift assignments.

ARTICLE 18 - RULES AND REGULATIONS

Section 1. The City shall make available electronically to all police department personnel the Departmental policies and procedures, City Employee Handbook, and/or City policies, Safety Manual, Workers' Compensation Managed Care Arrangement, and any future amendments thereto. Copies shall also be provided to the PBA.

Section 2. Except as modified by a specific provision of this Agreement, bargaining unit employees shall comply with all rules, regulations, policies, procedures, and practices of the City and the Police Department, including the Employee Handbook, the Safety Manual and the Managed Care Arrangement, and any amendments thereto. This Agreement shall prevail in any conflict. "Conflict" as used herein defines a condition created when the enforcement of one provision requires the violation of another provision. A simple overlapping of provisions does not necessarily create a conflict between the provisions.

Section 3. Should the City and/or the Department exercise its right to formulate, amend, revise, delete and/or implement any and rules, regulations, policies, procedures and practices, the City or the Department shall provide a copy of a new or amended rule, regulation policy, procedure, or practice to the PBA at least ten (10) days prior to the implementation. The PBA shall be provided an opportunity, upon its request, to meet and confer with the Chief of Police regarding the City's proposed action prior to the effective date of such action.

Section 4. The City shall furnish an electronic copy of this Agreement to all bargaining unit employees who are covered by said Agreement, at no cost to the employee or the PBA within thirty (30) days after said agreement is ratified by all parties.

In addition, all newly hired employees who are covered by this Agreement shall be furnished an electronic copy of said agreement, at no cost to the newly hired employee or the PBA within thirty (30) days of their employment.

ARTICLE 19 - PHYSICAL EXAMINATIONS

Section 1. The PBA and the City agree that bargaining unit employees should be physically fit in order to properly perform their daily duties. Providing that sufficient budget funds are available, the City is willing to adopt standards for fitness, including but not limited to, a program for physical examinations, physical condition standards for individual members. Prior to the implementation of any such program, the Association shall be provided the opportunity to review and discuss the contents of such plan.

Section 2. The City may send a bargaining unit employee to a City-paid fitness-for-duty medical or psychological examination (the scope of said examination shall be determined by the health care practitioner) conducted by a City-selected health care practitioner where it is deemed by management to be in the employee's or the City's best interest. If the bargaining unit employee or the PBA disagree with the health care practitioner's assessment, the employee will be given the opportunity to seek a second opinion. The employee shall bear the cost of the second opinion, which may be paid through the employee's health insurance, if applicable. If the City believes that there is a conflict between the first and second opinion, the City may send the employee for a third, binding opinion, the selection of this doctor will be mutually agreed upon by both the City and the Union, at the City's cost.

ARTICLE 20 - ASSIGNMENT DURING DISABILITY

Section 1. The Department shall have the right to assign any employee covered hereunder to a less-strenuous assignment, including to a lower classification, if available, due to temporary health or disability conditions. Under no circumstances shall there be any right or entitlement to such an assignment. If an employee receives a less-strenuous assignment due to a temporary health or disability condition, he/she shall receive his/her normal compensation and fringe benefits; provided competent medical authority has determined that the employee is medically and/or psychologically fit to continue in his/her police officer classification. No position, job, or assignment shall be "created" to accommodate a temporary health or disability problem. All assignments to less-strenuous positions shall involve the performance of productive work necessary for efficient and economical operation of the Department and/or the City.

Section 2. The Police Chief shall have the sole discretion to determine whether there is work to be done at the department level. Such requests for light duty assignments (off the job injuries) shall be reviewed on a case-by-case basis and is not a guarantee of paid employment. The employee may be assigned to another department, and/or change of shift assignment (without notice). Light duty assignments shall not exceed sixty (60) days in a twelve (12) month period. In the event there is limited light duty work available, preference shall be afforded to bargaining unit employees with a job-related injury or condition. Extensions to this time period must be approved by the Police Chief and City Manager in writing.

ARTICLE 21 - DRUG TESTING

Section 1. The City and the Union mutually agree that the use of unlawful drugs, alcohol, and other illegal controlled substances constitutes a danger to the employee, fellow employees, and the general public. It is further agreed that the safety of public property and equipment is placed at jeopardy if an employee is under the influence of drugs and alcohol. The purpose of this Article is to:

A. Promote the goal of a drug-free workplace through fair and reasonable drug testing methods for protection of employees covered by this Agreement and the City.

B. Provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.

C. Provide for confidentiality of testing results.

ARTICLE 22 - PENSION

Section 1. Retirement benefits and employee contributions for employees covered by this Agreement will be as provided in the City of Cocoa Police Officers' Retirement Plan (the "Plan").

Section 2. The City and Union agree to maintain the status quo with regard to current retirement benefits and employee contributions, and the use of Chapter 185 premium tax revenues; provided, this article may be opened and renegotiated in conjunction with the PBA Rank and File Contract.

Section 3. If the City's annual required contribution (ARC) increases ten percent (10%) or greater from the amounts represented in the October 1, 2014 Actuarial Valuation Report for the Police Officers' Retirement Plan, or the unfunded actuarial accrued liability (UAAL) increases to an amount of $3 million dollars, this Article will be automatically be reopened for negotiations. [City's annual required contribution for FY 2015-16 = $943,228]. For purpose of this section, any additional unfunded actuarial accrued liability will continue to be amortized as level payments over a period of twenty (20) years.

ARTICLE 23 - DURATION

Section 1. This entire Agreement shall become effective upon ratification by the Union and the City Council, except where otherwise specified herein, and remain in effect up to and including September 30, 2023. For Fiscal Years 2022 and 2023, the parties agree to re-open Article 15 Wages. It is specifically agreed between the parties that no wage increase shall be made after September 30, 2023 unless agreed to by the parties.

Section 2. If either the City or the PBA desires to modify, amend, or terminate this Agreement at its normal expiration date, other than as specified in Article 15 Wages and Article 22 Pension. Official notice of such desire must be given in writing at least one hundred twenty (120) days prior to the expiration date of this Agreement. Such notice shall contain the Title(s) or the Article(s) the parties wish to add, alter, or amend. Only those Articles will be subject to negotiation.

Section 3. Within thirty (30) days following receipt of such notice, unless there is mutual agreement to the contrary, the City and the PBA shall commence negotiations.

SIGNATURE PAGE

CITY OF COCOA, FLORIDA	POLICE BENEVOLENT ASSOCIATION
_____	_____
MICHAEL BLAKE MAYOR	MIKE SCUDIERO EXECUTIVE DIRECTOR
_____	_____
STOCKTON WHITTEN CITY MANAGER	BILL WILLIAMS CHIEF NEGOTIATOR
_____	_____
DATE SIGNED	DATE SIGNED

Legislation Details (With Text)

File #:	21-632	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	9/16/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	

Title: Staff recommends the approval of the following resolutions:(1)Resolution No. 2021-094 adopting a revised Master Fee Schedule for City Facility Rentals, Special Events and Parades;
(2)Resolution No. 2021-093 approving a revised form contract as the City of Cocoa Special Events Permit Application and Agreement; and
(3)Resolution No. 2021-092 approving a revised form contract as the City of Cocoa Facility Use Application and Agreement. (Asst. to the CM/PIO)

Sponsors:

Indexes:

Code sections:

Attachments: 2021-092 Resolution adopting revised facility use application and agreement (leisure services).pdf
Exhibit A - Facility Use Application and Agreement 2021 - final.pdf
2021-093 Resolution revising special events permit application and agreement.pdf
Exhibit A - Special Event Application and Agreement 2021 - final.pdf
2021-094 Resolution adopting master fee schedule for special events parades and facility rentals.pdf
EXHIBIT A Fee Schedule 2021 - final.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 16, 2021
Agenda Date: September 28, 2021
Prepared By: Samantha Senger, Assistant to the CM, Public Information Officer
Through: Stockton Whitten, City Manager
Requested Action:
Staff recommends the approval of the following resolutions:

(1) Resolution No. 2021-____ adopting a revised Master Fee Schedule for City Facility Rentals, Special Events and Parades;
(2) Resolution No. 2021-____ approving a revised form contract as the City of Cocoa Special Events Permit Application and Agreement; and

(3) Resolution No. 2021-____ approving a revised form contract as the City of Cocoa Facility Use Application and Agreement.

BACKGROUND:

At the September 28, 2021 Cocoa City Council meeting, the City Council considered adoption of

Ordinance No. 13-2021, adopting certain revisions to the Special Events provisions of the City Code.

With such changes and the addition of two facilities (Lee Wenner Park and the Heart of Cocoa Community Meeting Room), staff determined slight revision of the Master Fee Schedule for City Facility Rentals, Special Events and Parades to be necessary.

Additionally, City staff recently identified a need to revise the previously adopted Special Events Permit Application and Agreement in order to implement general revisions to the form and to incorporate relevant terms from a supplemental Facility Use Permit Restrictions Addendum rather than use multiple forms.

Lastly, City staff recently identified a need to revise the previously adopted Facility Use Application and Agreement in order to implement general revisions to the form and to incorporate relevant terms from a supplemental Facility Use Permit Restrictions Addendum rather than use multiple forms.

Changes to the Master Fee Schedule, the Special Events Permit Application and Agreement, and the Facility Use Application and Agreement are summarized as follows:

Master Fee Schedule:

- Addition of fees associated with the rental of Lee Wenner Park.
- Addition of fees associated with the rental of the Heart of Cocoa Community Meeting Room.
- Addition of a fee to use the 400amp power on the stage at Riverfront Park. There is a significantly higher cost to the City with utilizing this power as opposed to the 110amp outlets on the stage that are already included in the Master Fee Schedule for $25/half day and $50/full day. Based on research of the costs to the City, the additional fee will need to be added to the Master Fee Schedule.
- The removal of language that Damage and Clean-up deposits will be collected via credit card. This is against the PCI compliance that is required when accepting credit cards as payment. The City will accept the deposit in form of a check that will be held and returned to the customer if no damage had been done to the facilities.
- Addition of the authority of the City Manager to approve fee waivers for non-profit organizations that are hosting fundraising events instead of having to come before Council for that approval.

Special Events Permit Application and Agreement:

- The updated application and agreement include the revised tiered rate structure adopted in 2018, as well as some other minor general revisions.
- The updated application and agreement incorporate provisions from the Facility Use Permit Restrictions Addendum, an additional and separate document of policies and rules related to hosting a special event, which will no longer be used.

Facility Use Application and Agreement:

- The updated application and agreement include the addition of two facilities, Lee Wenner Park and the Heart of Cocoa Community Meeting Room.
- The updated application and agreement incorporate provisions from the Facility Use Permit Restrictions Addendum, an additional and separate document of policies and rules related to hosting a special event, which will no longer be used.

STRATEGIC PLAN CONNECTION:

Image - Host special events to attract visitors to the Cocoa community.

BUDGETARY IMPACT:

n/a

PREVIOUS ACTION:

The City Council previously updated and adopted a Master Fee Schedule for City Facility Rentals, Special Events and Parades through the adoption of Resolution Number 2018-047.

The City Council previously adopted a Special Events Permit Application and Agreement through the adoption of Resolution 2006-62.

The City Council previously adopted a City of Cocoa Facility Use Application and Agreement through the adoption of Resolution 2005-131.

RECOMMENDED MOTION:

Staff recommends the approval of the following Resolutions:

(1) Resolution No. 2021-____ adopting a revised Master Fee Schedule for City Facility Rentals, Special Events and Parades;

(2) Resolution No. 2021-____ approving a revised form contract as the City of Cocoa Special Events Permit Application and Agreement; and

(3) Resolution No. 2021-____ approving a revised form contract as the City of Cocoa Facility Use Application and Agreement.

powered by Legistar™

RESOLUTION NO. 2021-092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, APPROVING A REVISED FORM CONTRACT AS THE CITY OF COCOA FACILITY USE APPLICATION AND AGREEMENT TO BE USED BY CITY STAFF IN EVENT PLANNING FOR CITY FACILITIES WHERE SUCH FACILITIES WILL BE UTILIZED BY THE GENERAL PUBLIC; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE REVISED CITY OF COCOA FACILITY USE APPLICATION AND AGREEMENT UPON APPROVAL OF THE REQUESTED EVENT; AUTHORIZING THE CITY MANAGER TO MAKE MINOR MODIFICATIONS TO THE FORM CONTRACT WITHOUT CITY COUNCIL APPROVAL IF THE CITY ATTORNEY APPROVES THE MINOR MODIFICATIONS AS TO LEGAL FORM AND SUFFICIENCY; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to City Charter Article III, Section 5(a), the City's contract authority is vested in the City Council; and

WHEREAS, pursuant to City Charter Article IV, Section 3(b)(5), the City Council by this Resolution authorizes the City Manager to execute the form contract listed in section 2 herein; and

WHEREAS, the City Council desires to continue utilizing its Leisure Services Division to manage and provide a means for the general public to use and enjoy the City's facilities that are available for public use, including but not limited to, the Civic Center, Porcher House, Riverfront Park, the Myrt Tharpe Square Gazebo and Lee Wenner Park; and

WHEREAS, in the interest of consistency and liability protection, the City Council previously adopted a City of Cocoa Facility Use Application and Agreement through the adoption of Resolution 2005-131; and

WHEREAS, City staff recently identified a need to revise the previously adopted Facility Use Application and Agreement in order to implement general revisions to the form and to incorporate relevant terms from a supplemental Facility Use Permit Restrictions Addendum rather than use multiple forms; and

WHEREAS, City Staff prepared (with the assistance of the City Attorney) an updated City of Cocoa Facility Use Application and Agreement ("Form contract") for City Council

consideration and approval; and

WHEREAS, the City Council realizes that, on occasion, minor amendments to the Form Contract must be made to adapt such Form Contract to a particular situation, and to the extent said amendments are deemed "minor," by the City Manager, the City Manager is authorized to make said amendments, with written approval of the City Attorney as to legal form and sufficiency, and the City Manager is also authorized to execute the amended contracts under the terms and conditions of this Resolution; and

WHEREAS, it is the intent and purpose of the City Council to continue to streamline the City's various leisure service functions regarding certain City facilities and to protect the City's interest in said facilities by requiring the execution of the attached Form Contract; and

WHEREAS, it is also the intent and purpose of the City Council to require City Staff to strictly comply with the terms and conditions of this Resolution and to utilize the applicable Form Contract; and

WHEREAS, although the City Council is hereby adopting the revised Form Contract, the City Council continues to expect that City Staff will properly analyze each and every potential function as to whether the Form Contract is appropriate to be used as a legal instrument for such function; and

WHEREAS, if City Staff finds over time that the attached Form Contract is not appropriate, City Staff should prepare (with the assistance of the City Attorney) another form contract for City Council approval to be used for that particular frequent or repetitive transaction; and

WHEREAS, the City Council deems that this Resolution is in the best interests of the public health, safety, and welfare of the citizens of the City of Cocoa, Florida.

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

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

Section 2. Approval of Form Contract. For the purposes of operating City of Cocoa facilities that are available for public use, the following Form Contract is hereby approved under the terms and conditions stated herein:

> **City of Cocoa Facility Use Application and Agreement** – is attached hereto as Exhibit "A" and fully incorporated herein by this reference (the "Facility Agreement"), is hereby approved under the terms and conditions stated herein. The Facility Agreement shall be used for all events being held at City of Cocoa facilities that are available for public use including but not limited to the Civic Center, Porcher House, Riverfront Park, Myrt Tharpe Square Gazebo and Lee Wenner

Park. The Facility Agreement shall become effective upon the signature of the Organization/ Applicant and the subsequent written approval of the event by the City Manager or his designee responsible for approving such events.

Section 3. Modifications of Form Contract. At his discretion and without City Council approval, the City Manager may make "minor" modifications to the Form Contract listed in Section 2 herein when appropriate, providing said minor modifications are reviewed and approved, as to legal form and sufficiency, by the City Attorney. Any and all modifications that are not deemed minor must be approved by the City Council.

Section 4. Repeal of Prior Inconsistent Resolutions. All prior inconsistent resolutions adopted by the City Council of the City of Cocoa, Florida, are hereby repealed to the extent of the conflict including, but not limited to, Resolution No. 2005-131.

Section 5. Severability. If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 28th day of September, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Exhibit "A"

City of Cocoa
Facility Use Application and Agreement

This application must be completed in its entirety. Incomplete Applications will be returned to the applicant and may delay approval and reservation of the facility.
Shaded areas are for City Staff.

Requested Facility: Civic Center ☐ Porcher House ☐ Riverfront Park ☐ Myrt Tharpe Square Gazebo ☐ Community Building

☐ Picnic Pavilion: North/South/ Lee Wenner Park ☐ Other_____

Organization/ Applicant's Name: _____

Address: _____

Email:_____

Type of Organization:

☐ Category I

☐ Category II

☐ Category III

☐ Category IV

See Master Fee Schedule for City Facility Rentals,
Special Events, and Parades for explanation of categories.

Tax Exempt # :_____

Federal ID # :_____

Proof of Residency :_____

Contact Person: _____

Phone #:_____ Alternate Ph #:_____

E-mail:_____

Alternate Contact Name: _____

Phone #: _____ Alternate Ph#_____

E-mail :_____

EVENT DETAILS:

Type/Name of Event: _____ # of Attendees: _____

Specific Room Requested: _____ Dates of event: _____

Set-up Time: _____ ☐AM ☐ PM Event Start Time: _____ ☐AM ☐PM Event End Time: _____ ☐AM ☐PM Out Time: _____ ☐AM ☐PM

Open to the Public: ☐ Yes ☐ No Admission Fee: _____ Music: ☐ Band ☐ DJ ☐ Other ☐ None

☐ Food (Catered) Fee: _____

☐ Beer/Wine/Liquor (Must be served by Licensed & Insured Caterer)

☐ Soft Drinks/Water

NOTE: NO GLASS BOTTLES ALLOWED

☐ Recreational Inflatables (Insurance Required) *** #_____
An insurance certificate must be provided by the owner of all recreational inflatables.

☐ Tent or Canopy*** #_____
***The above must be certified non-flammable.
In addition, all tents must be sand bagged, water barreled or weighted. Only tent stakes six inches or less in length are authorized. All items above must be clearly marked on a site map submitted to Leisure Services.

EQUIPMENT REQUESTED:

The following items come with the rental of the facility and are for inside usage only (except trash cans):

☐ Banquet Chairs _____

☐ Tables _____

☐ PA system _____

☐ Trash Cans _____

The following items may be rented for an additional fee:

☐ Ceremony Chairs #_____ Fee:_____
$3.00/chair + tax

☐ Linens

$7.00/table + tax Rounds _____ Fee:_____
$7.00/table + tax 6 ft Banquet _____ Fee:_____
$7.00/table + tax 8 ft Banquet _____ Fee:_____
$0.50/napk + tax Napkins _____ Fee:_____

All prices are subject to change without notice.

Electrical requests, including AMP requirements must be attached.
Note: Applicant is solely responsible for obtaining any permits necessary for the holding of the event.

Other Events: The Applicant acknowledges that other events may take place on the same day/time nearby and possibly within the same Facility, and confirms receipt of the below list of events that are booked as of the time of signing this application. The Applicant acknowledges that additional events may continue to be scheduled on the same day/time at available City facilities. I understand that I have been given the option to rent other facilities at the time of this booking.

Civic Center Ballroom _____ Porcher House _____

Civic Center Conference Room #1 _____ Riverfront Park _____Lee Wenner Park_____

Streets/Cocoa Village/Picnic Pavilions _____ Heart of Cocoa Community Building _____

Signatures: The undersigned applicant ("Applicant") hereby makes application to the City of Cocoa ("City") for the use of the facilities requested above ("Facility") and certifies that the information in the application is correct. The Applicant understands and agrees to all provisions of this Facility Use Application and Agreement, including the "City of Cocoa Facility Use Agreement - General Rules, Terms and Conditions" attached hereto, which together constitute the "Facility Use Application and Agreement" ("Agreement"). Further, I understand and agree that the failure of anyone in attendance to comply with the terms and conditions herein may subject me to a breach of the Agreement, loss of the damage and clean-up deposit fee and for additional damage and clean-up expenses incurred by the City.

_____ _____ _____
Applicant Signature Print Date

THIS FACILITY USE APPLICATION AND AGREEMENT HAS BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, PURSUANT TO RESOLUTION NO. 2021-___, UPON SIGNATURE BY THE APPLICANT AND WRITTEN APPROVAL BY THE CITY MANAGER OR HIS/HER DESIGNEE, THIS CITY OF COCOA, FACILITY USE APPLICATION AND AGREEMENT SHALL CONSTITUTE A BINDING CONTRACT BETWEEN THE APPLICANT AND THE CITY OF COCOA, FLORIDA.

FOR CITY USE ONLY:

Event APPROVED? ☐ YES ☐ NO **BY AUTHORIZATION OF:** _____

CERTIFICATE OF INSURANCE REQUIRED? ☐ YES ☐ NO **DATE RCVD:** _____

CITY LISTED AS ADDITIONAL INSURED? ☐ YES ☐ NO **CERTIFICATE #:** _____

FACILITY USE FEE:	MISC. FEES:	SALES TAX:	TOTAL FEES:	DEPOSIT REQUIRED:

EVENT DEPOSIT PAID? ☐YES ☐ NO **BALANCE DUE/ DUE DATE:** _____ **RECEIPT #:** _____

DAMAGE/ CLEAN-UP FEE: **DUE DATE:** _____ **DATE REC:** _____ **DATE RETURNED:** _____

City of Cocoa Facility Use Agreement – General Rules, Terms and Conditions

The Applicant agrees to exercise the utmost care in the use of the Facility and the surrounding property. These restrictions are designed to ensure that the City Facility will be left in equal or better condition than it was prior to your event as well as provide general rules and conditions relating to the use of City of Cocoa's facilities. Our facilities are a symbol of pride for the owners (residents of Cocoa) and must be in good condition for their use every day. This includes the day after your event. All applicants (individuals, clubs, groups, and/or organizations) are required to comply with all rules in this document; no exceptions.

General Rules, Terms and Conditions:

- **Use of Facility:** It is the intent of the City of Cocoa to rent facilities for residents and the community at large. We will inform you at the time of your reservation what other activities are scheduled for that day, but we cannot guarantee that your booking will be exclusively scheduled in the park or another facility on your day or time. Riverfront Park and Lee Wenner Park are public parks and therefore the public is permitted at the parks. Renting Riverfront Park or Lee Wenner Park for an event guarantees no other events will be taking place simultaneously at the same facility. However, it does not prohibit the public from entering the park during your event. Access within facilities to any room other than what is rented is prohibited. The Applicant must comply with any and all provisions of the Code of the City of Cocoa, including but not limited to Article XI, Special Events and Parades, section 2-401 et seq., Cocoa Code.
- **Porcher House:** Rental of the Porcher House entitles you to use of the main floor, lawn and brick area behind the house (additional fees applied for brick area behind the house). The second floor is off limits to all guests, except the bride on a wedding day (lobby of the second floor only).
- **Fees and charges:** Fees, charges, and deposits are detailed in the City of Cocoa Master Fee Schedule for City Facility Rentals, Special Events, and Parades, which has been approved by the City Council. All rental events require an immediate payment of a deposit equal to twenty-five percent (25%) of the total rental fee PLUS sales tax. The deposit fee will be deducted from the full rental amount. Full payment of fees is due thirty (30) days prior to the scheduled event. CANCELLATION POLICY: A 15% administrative fee will be deducted from the total amount due for the event for all written requests for refunds up to thirty (30) days prior to the scheduled event. If an event is cancelled within thirty (30) days of scheduled date, no refund will be granted. Refund requests will not be honored if total rental fee is less than $50.00. The City may cancel this Agreement at any time for any reason, without advance notice, and return the full fee back to the Applicant and without receiving any penalties.
- **Payment Methods Accepted:** Personal check, cashier's check, money order, or credit card.
- **Room capacity:** The occupancy capacity for any room may not exceed the posted limits set by the City of Cocoa Fire Department.
- **Chaperones:** The Applicant must provide adequate chaperones, as the Applicant deems appropriate, for any function that is attended by any person(s) under the age of eighteen (18) years. Notwithstanding, the City may require the Applicant to provide additional chaperones.
- **Rental Time:** Rental time must include set-up time and clean-up time. A minimum of one hour is recommended pre and post event. (Wedding Exception: Wedding rehearsals may be scheduled with the on-site manager of the Facility. Rehearsals should be scheduled as soon as possible to ensure there is time available on the schedule. Such rehearsals shall be held approximately twenty-four (24) hours before the Wedding and shall not exceed one (1) hour in duration.)
- **Closing Time:** All facilities close at 11:00 pm, except holidays and approved City events. Clean up must be completed by 12:00am unless otherwise approved by special event permit. Each 15 minute increment past the closing time will be billed at the hourly rental rate and deducted from the Applicant's damage and clean-up deposit fee or otherwise charged to the Applicant.
- **Kitchen Rental:** Kitchen rental is only available with the rental of the Civic Center Ballroom and Porcher House and will incur an additional fee. The conference rooms and parks do not include a kitchen space or use of the kitchen in the Civic Center.
- **Decorating:** Very little decorating is required. Attaching anything to the walls, doors, etc. is not allowed (including tape, nails, thumb tacks, etc.). Tables may be decorated with centerpieces. Candles may be used but must be enclosed with a metal or glass holder or luminaries. Fresh flowers may be thrown for weddings. No bubbles are allowed inside any City facility. No removal of City decorations is permitted. Runners are not permitted inside or outside throughout the facilities as they are safety hazards. Pre-approved banners may be hung in designated areas. Temporary zip ties and rope may be used to hang pre-approved banners, but must be removed at the conclusion of the event.
- **A/V and Lighting Equipment in Riverfront Park:** Light bars, sound equipment, pre-approved banners, etc., may be attached to the superstructure of the amphitheater.
  - Applicant or their agent shall hang and remove such items at their own risk and must have their own liability insurance as required herein. A scissors lift must be used. Designated, existing attachment points shall be utilized and maximum weight limits shall not be exceeded.
  - Cables and bolting clamps are authorized but must be removed after the event.
  - Landscaping (including trees) shall never be used in any way to secure anything.
  - The Applicant shall provide the City with two weeks' written notice if the Applicant would like to request assistance from City staff with hanging and removing items from the amphitheater superstructure. The Applicant will incur charges (a minimum of three hours) for such assistance in accordance with the Master Fee Schedule for City Facility Rentals, Special Events and Parades.
- **Tables and Chairs:** The Applicant may provide its own tables or chairs for use. Tables for outdoor use are not provided by the City. Chairs to be utilized outdoors at certain City facilities may be rented in advance from the City. The City's indoor chairs may not be used outdoors.
- **Linens:** Linens (tablecloths and napkins) are available to rent. All linens must be rented and paid for thirty (30) days before your event.
- **Clean-up:** The rented Facility must be broom swept, vacuumed (if applicable) and all tabletops wiped clean of debris. Also, trash must be brought to the dumpsters at the various facilities. Extra 30 gallon trash cans are available if needed but it is the responsibility of the Applicant to empty trash cans during and after the event. Failure to do so causing the City of Cocoa to clean-up after an event will result in a deduction from your damage and clean-up deposit fee and if required payment of any additional expense incurred by the City for clean-up.
- **Damage and Clean-up Deposit:** The damage and clean-up deposit fee will be forfeited if any of the following occur:
  - Smoking inside ANY City of Cocoa building (prohibited by law);
  - Using lighted candles that are not in a glass or metal container or luminaries (candle in bags)
  - Using pyrotechnic devices or fog machines inside;
  - Using glitter, confetti, birdseed, and rice inside or outside, using bubbles inside;
  - Using silk or fake flower petals inside or outside.
- **Pre-event walkthrough:** Prior to the commencement of any event, the Leisure Services Manager or designee shall conduct a walkthrough of the event site in order to assess the condition of the site. The Applicant shall be present during the walkthrough and any damage or debris existing at the time of the walkthrough shall be noted in writing by the Leisure Services Manager or his designee.
- **Post-event evaluation**: A post-event evaluation will be conducted at the conclusion of the event. This will include a review of the Applicant's clean-up efforts, payment in full of any amounts due to the city, and an evaluation of the Applicant's adherence to the rules and regulations set forth in the Agreement. The Damage and Clean-up deposit will be assessed for damages or clean-up costs as deemed necessary by the City.
- **Food and Beverages:** A licensed and insured caterer must be used for all food served at your event. A copy of your insured caterer's license must be on file thirty (30) days prior to your event. If a caterer is not used (for functions less than 100 people only), a food waiver form must be completed and signed. No food or beverages are allowed outside of the room being rented including lobby, hallways and restrooms. All food vendors serving food for special events are required to be inspected by the City of Cocoa Fire Inspector prior to serving at the event. There can be no hot food preparation on any grass area of the facilities and must be done on paved surfaces. All food vendors and caterers must adhere to the Health Department's policies and regulations. At no time shall any food vendor or caterer dump grease or other waste products down any drains or in any landscaping including grass and on pavers. The Applicant will be responsible for damages caused by any food product or by product so disposed of by Applicant or their guests, vendors or caterers, and will be subject to losing a portion or all of the damage and clean-up deposit.
- **Alcohol:** Beer (cans or plastic bottles only), wine, and liquor are allowed. Keg Beer is only allowed if served through a licensed and insured bartender. Alcohol service must be provided through your licensed and insured caterer or a licensed and insured bartender. A cash bar is not allowed. The bar must close 15 minutes before the end of your contracted time with last call made 30 minutes prior to the end of the event. If alcoholic beverages are served, the Applicant will be required to obtain a permit or license from the State of Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, or obtain a licensed and insured caterer or bartending service, which Applicant shall provide to the Leisure Services Manager or designee no later than ten (10) business days prior to the event start date. An additional alcohol insurance liquor liability policy must be obtained and presented as described above for general insurance. The Applicant shall comply with all alcohol-related rules as provided for by the City Code and shall be in accordance with federal, state, and local laws.
- **Music:** Music and Dancing are allowed, however, no large speakers or heavy amplification are permitted inside the Civic Center as there may be other events happening at the same time. The music must end 15 minutes before the contracted end of your event. Sound/music in the Riverfront Park must end by 10:00PM on weekday nights (S-M-T-W-TH) or by 10:30PM on weekends (F-S). Exceptions to sound amplification system hours may be granted by the City Manager in response to a written request for variance, in accordance with Section 2-402, City Code. Sound/music and other noise must at all times be kept at reasonable level in accordance with the City of Cocoa Noise Ordinance.
- **Delivery of Equipment:** All deliveries, and placement of equipment, chairs, portable toilets, dumpsters, etc., must be coordinated with the Leisure Services staff. No equipment, chairs, etc. may be left or stored in the facilities overnight.
- **Riverfront Electric:** Normal electric service is available throughout areas of the park. Request for use, and any required activation, must be coordinated with the Leisure Services staff a minimum of thirty (30) days in advance. For special information on in-ground "vendor" electric service boxes and available amphitheater electric power capacity, contact the Leisure Services staff. The stage at Riverfront Park has minimal normal lighting and normal load electrical service requirements that exceed 100 amps. Requests for the use of the extra stage power capacity require an on-site briefing with City of Cocoa staff and a certified electrician on site during the event. Such requests are granted at the discretion of the City upon receipt and approval of proper credentials. The white utility bollards that surround the inside bowl area of the park have 17 amp full load capacity. The white utility bollards along Harrison Street and Delannoy Avenue have up to 27 amp full load capacity.
- **Park Restrooms:** The public restrooms in the parks are on timers and automatically lock near 8PM. To request a change to these hours, prior arrangement must be made with the Leisure Services staff.
- **Lost/Stolen Items:** The City of Cocoa is not responsible for any items lost, stolen, left on or delivered to City facilities s before, during or after an event.
- **Dogs:** All dogs must be leashed and dog owners must clean up after their pets in all City owned parks and facilities. No animals are allowed inside City facilities except service animals, unless otherwise approved in advance by City staff. Animals are prohibited from entering the Splash Pad/Fountain/showers in Riverfront Park.
- **Parking:** Guests may park on the streets or in designated areas approved by the City of Cocoa.
- **Tents:** Tents requiring stakes of 6" or less may be erected in City parks. Sandbags and/or water barrels are the preferred methods of securing tent structures. Charges for utilizing the City's available water sources will apply. If any underground lines are damaged, the cost to repair damages will be deducted from the damage/clean-up fee deposit. Any associated repairs exceeding the damage deposit will also be charged to the Applicant. A drainage map is available from Leisure Services to ensure that no lines are damaged by stakes. Tents must be flame retardant.
- **Bollards:** Vehicle exclusion bollards for vehicle access to **any** portion of Riverfront Park other than normal public parking areas shall be removed only through prior coordination with the City of Cocoa. No motorized vehicle will be allowed in the park except on the two load-bearing walkways. Vehicles may not leave either walkway for any reason. No other area in the park is accessible by motorized vehicles, including the stage area (other than motorized scissor lift) and the fountain area. As soon as vehicles are unloaded, they must immediately be relocated to a normal public parking area on the street.
- **Barricades**: The Applicant may provide barricades to be used at the event. The Applicant may use barricades belonging to the City. The Applicant is responsible for pickup, placement, removal and return of City barricades. All barricade matters shall be coordinated with the Leisure Services Department in advance of the event. Barricades must be removed within eight (8) hours of the conclusion of the event. If barricades are obtained from an outside source, the Applicant must notify City when barricades will be delivered and when barricades will be picked up after the event(s). The Applicant must ensure that all barricades are taken down and placed next to the road, such that no barricade is left in the roadway.
- **Fountain area:** Nothing may be placed on or set-up within five feet of the circular fountain drains (plants, arches, pedestals, vendors etc.). No decorations are permitted on the circular fountain drain area. Under no circumstances shall any vehicle drive on or near the fountain. The fountain runs on a normal schedule of 10am to 6pm every day unless down for repairs or weather. The fountain may be requested to be turned off for an event at an additional fee.
- **Street Closure Courtesy Notice and Signage:** For all street closures, Applicant shall provide a statement with this application to the City of Cocoa that will indicate how it will provide a courtesy notice to all property owners along the proposed route. The courtesy notice shall indicate the date and time of the closure and the anticipated times for which access to the affected properties will be limited, what remedial steps the Applicant will take, if any, to limit inconvenience to the affected property owners during the duration of the closure, and contact information so that affected property owners may call with any questions or concerns they may have regarding the closure. The Applicant shall appropriately distribute such courtesy notices one week prior to the scheduled closure. Applicants must post temporary signage for street closures at least forty-eight (48) hours prior to the start of a closure. All temporary signage must be removed by the Applicant within twenty-four (24) hours following the conclusion of the special event.
- **Insurance:** The Applicant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, a fully paid commercial general liability damage insurance policy against claims for death, personal injury, and property damage in or about the Facility for the term of this Agreement. If alcohol will be sold and/or consumed upon public property a liquor liability policy in an amount acceptable to the City shall be required as well. Such insurance policies shall be procured by the Applicant from a company licensed to do business in the state of Florida and acceptable to the City. These policies must protect the City, its officers, agents, employees, attorneys, the Applicant's event, and its contractors from any and all claims or damages to property and or bodily injury which may result from or be in connection with any of the operations carried on by the Applicant, list the City as an additional named insured, and provide for no deductible. The required insurance shall be evidenced by a Certificate of Insurance submitted to the Leisure Services Manager no later than thirty (30) days prior to the date of the Applicant's event, and a copy of the policies prior to the start of the event. The commercial general liability policy must include minimum limits of One Million Dollars ($1,000,000) combined single limit, in respect of each occurrence, to include premises/operation, independent contractors, products/completed operations, broad form contractual and personal injury coverage. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Applicant's interest or liabilities, but are merely minimums. A copy of all notices from the insurance company must be provided to the City within five (5) days of receipt. The insurance company shall be instructed to provide a thirty (30) day notice of cancellation to the City. The City may cancel this Agreement at any time if Applicant fails to comply with the insurance provisions described herein. The city manager may waive such insurance requirements for Applicant's events having an anticipated attendance of five hundred (500) persons or less. If applicable, the Applicant shall also provide proof of worker's compensation insurance at the limits provided by the Florida Statutes.
- **Indemnification:** The Applicant agrees to protect, indemnify, save and hold harmless the City, its elected and appointed officials, officers, employees, attorneys and agents, from and against all losses, costs and expenses and from and against all claims, demands, disputes, suits and actions for damages, losses, costs, attorneys' fees, expenses and from and against all liability awards, judgments, 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 the Applicant, breach of this Agreement, or, as a result, directly or indirectly, of the use of the Facility by the Applicant and its members, guests, visitors, spectators, and participants.
- **Relationship of Parties:** Nothing in this Agreement shall create any relationship between the parties hereto other than that of the City and the Applicant, and it is acknowledged and agreed that the City does not in any way or for any purpose become a partner or agent of the Applicant in the conduct of its business, or a joint venturer or a member of a joint or common enterprise with the Applicant, or vice versa.
- **Disclaimer:** Under no circumstances does the City endorse, promote, condone, certify, vouch, or recommend, nor is it responsible for any of the contents, actions, or services associated with the Applicant or its activities and programs.
- **Attorneys' Fees:** Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.
- **Waiver:** No delay or failure by the City to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other rights, unless otherwise expressly provided herein.
- **Entire Agreement:** This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Agreement.
- **Modification of Agreement:** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by the Applicant and approved by the City Manager with assistance of the City Attorney.
- **Assignments; Binding Effect:** This Agreement shall not be assigned or transferred unless prior written consent is granted by the City Manager. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.
- **Severability:** If a word, sentence, or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence, or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said illegal, unenforceable, or unconstitutional word, sentence, or paragraph did not exist.
- **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any legal action under this Agreement, venue shall be in Brevard County, Florida, for any State court action and Orlando, Florida, for any federal court action. Any objections to jurisdiction and venue are expressly waived. APPLICANT AND CITY HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY SHOULD ANY ACTION BE FILED.
- **Time of the Essence:** It is specifically declared that time is of the essence in all provisions of this Agreement.
- **Paragraph Headings:** The titles to the articles, section or paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
- **Applicant Responsibility to Communicate Rules:** To communicate and enforce rental rules with all event vendors and participants. Violation of facility and special events rules could result in forfeiture of a portion, or **all** of the damage and clean-up deposit and a status change for the Applicant and the event; even if damage does not occur as a result of a rule violation. Following the event, the City of Cocoa shall inspect for damages. Any associated repairs exceeding the damage deposit will also be charged to the Applicant.

RESOLUTION NO. 2021-093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, APPROVING A REVISED FORM CONTRACT AS THE CITY OF COCOA SPECIAL EVENTS PERMIT APPLICATION AND AGREEMENT TO BE USED BY CITY STAFF IN ADMINISTERING SPECIAL EVENTS AND PARADE PLANNING; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE CITY OF COCOA SPECIAL EVENTS APPLICATION AND AGREEMENT; AUTHORIZING THE CITY MANAGER TO MAKE MINOR MODIFICATIONS TO THE FORM CONTRACT WITHOUT CITY COUNCIL APPROVAL IF THE CITY ATTORNEY APPROVES THE MINOR MODIFICATIONS AS TO LEGAL FORM AND SUFFICIENCY; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to City Charter Article III, Section 5(a), the City's contract authority is vested in the City Council; and

WHEREAS, pursuant to City Charter Article IV, Section 3(b)(5), the City Council by this Resolution authorizes the City Manager to execute the form contract listed in section 2 herein; and

WHEREAS, the City Council desires to continue utilizing its Leisure Services Division to manage and provide a means for the general public to plan and organize special events and parades within the City; and

WHEREAS, in the interest of consistency and liability protection the City Council previously adopted a Special Events Permit Application and Agreement through the adoption of Resolution 2006-62; and

WHEREAS, City staff recently identified a need to revise the previously adopted Special Events Permit Application and Agreement in order to implement general revisions to the form and to incorporate relevant terms from a supplemental Facility Use Permit Restrictions Addendum rather than use multiple forms; and

WHEREAS, City Staff prepared (with the assistance of the City Attorney) an updated City of Cocoa Special Events Permit Application and Agreement ("Form contract") for City Council approval; and

WHEREAS, the City Council realizes that, on occasion, minor amendments to the Form Contract must be made to adapt such Form Contract to a particular situation, and to the extent said amendments are deemed "minor," by the City Manager, the City Manager is authorized to make said amendments, with written approval of the City Attorney as to legal form and sufficiency, and the City Manager is also authorized to execute the amended contracts under the terms and conditions of this Resolution; and

WHEREAS, it is the intent and purpose of the City Council to continue to streamline the City's various leisure service functions regarding Special Events and Parades within the City and to protect the City's interest in related public facilities and public streets by requiring the execution of the applicable attached Form Contract; and

WHEREAS, it is also the intent and purpose of the City Council to require City Staff to strictly comply with the terms and conditions of this Resolution and to utilize the applicable Form Contract; and

WHEREAS, although the City Council is hereby adopting this revised Form Contract, the City Council continues to expect that City Staff will properly analyze each and every potential event as to whether the Form Contract is appropriate to be used as a legal instrument for such event; and

WHEREAS, if City Staff finds over time that the attached Form Contract is not appropriate, City Staff should prepare (with the assistance of the City Attorney) another form contract for City Council approval to be used for that particular frequent or repetitive transaction; and

WHEREAS, the City Council deems that this resolution is in the best interests of the public health, safety and welfare of the citizens of the City of Cocoa, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby deemed to be true and accurate and are fully incorporated herein by this reference.

Section 2. Approval of Form Contract. For the purpose of administering Special Events and Parades utilizing City of Cocoa facilities that available for public use and public streets within the City, the following Form Contract is hereby approved under the terms and conditions stated herein:

City of Cocoa Special Events Permit Application and Agreement - is attached hereto as Exhibit "A" and said Exhibit is fully incorporated herein by this reference (the "Form Contract"). The Form Contract shall be executed by the City Manager or his designee. The Form Contract shall be reviewed by the special events review committee, in accordance with Section 2-402(c) of the Code of the City of Cocoa, Florida. After such review, the application will be forwarded by the leisure services manager, along with the special events review committee's recommendation of approval, denial, or approval with conditions, to the City Manager for final approval. The Form Contract shall become effective upon the signature of the Organization/ Applicant and the subsequent written approval of the event by the City Manager or his designee.

Section 3. Modifications of Form Contract. At his discretion and without City Council approval, the City Manager may make "minor" modifications to the Form Contract listed in Section 2 herein when appropriate, providing said minor modifications are reviewed and approved, as to legal form and sufficiency, by the City Attorney. Any and all modifications that are not deemed minor must be approved by the City Council.

Section 4. Repeal of Prior Inconsistent Resolutions. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict including but not limited to Resolution 2006-62.

Section 5. Severability. If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

Section 6. Effective Date. This resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 28th day of September, 2021.

_____
Michael Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Exhibit "A"

CITY OF COCOA

SPECIAL EVENTS PERMIT APPLICATION AND AGREEMENT

What is considered a Special Event or Parade?

Special Event: shall mean any public celebration or gathering, such as but not necessarily limited to entertainment, dancing, music, concerts, dramatic productions, art exhibitions, parades or the sale of merchandise, food or alcohol, or any combination of the foregoing, which:

1. Involves the use of or impact to public property, as well as property dedicated exclusively for public use;
2. Where the nature of such special event required the erection of stages, barricades, utility poles, booths, tents, or other temporary structures, or the use of parked vehicles or permanent structures; and
3. Which of necessity requires for the special event's successful execution, the provision and coordination of municipal services to a degree significantly over and above that which the City routinely provides under ordinary everyday circumstances.

The definition of special event shall not include events which are City organized events, block parties, nor events which are solely parades, unless such parade is proposed as an integral part of a broader special event.

Series of special events: shall mean more than one (1) special event of substantially the same substance and character held on non-consecutive days in any given calendar year (for example, quarterly, bi-annual special events).

Parade: shall mean any march, ceremony, show, exhibition, pageant, footrace, bicycle race or procession of any kind or similar display in or upon any street, park or other public property in the City conducted by any person, government or civic organization or other entity. A funeral procession shall not constitute a parade.

Planning Special Events and Parades with the City of Cocoa:

The Leisure Services Division provides assistance in the coordination of Special Events and Parades on public property within the City of Cocoa. This assistance includes working with organizations and providing guidelines and permit requirements and as serving as a liaison with City services.

When filling out the application and agreement, complete each section fully and note any special instructions when reviewing each section. Incomplete applications will not be processed for a permit and will be returned to the applicant.

Please be aware, by submitting an application you will be providing full disclosure of your Special Event or Parade plans and information that can be obtained by the general public and/or other agencies at any time. By signing the application and agreement, you acknowledge having read and intending to comply with the Article XI Special Events and Parades, of the City of Cocoa Code of Ordinances ("City Code"), and the City of Cocoa Special Event Permit Agreement – General Rules, Terms and Conditions.

Exhibit "A"

Planning Special Events and Parades with the City of Cocoa (cont.):

Any person or organization which desires to hold a single special event must make application for a special event permit no later than **sixty (60) days prior** to the commencement of such event. Applications are processed on a first come, first served basis. Submission of a Special Event or Parade permit application and agreement **does not constitute approval**. Once all items are submitted, registered, reviewed, and terms of coordination have been met, your permit application file will be forwarded, with a recommendation of approval, denial, or approval with conditions, to the City Manager for a final decision. Any and all expenses incurred by the applicant prior to the issuance of a Special Event or Parade permit shall be at the sole risk and responsibility of the Applicant, and the City shall in no way be responsible and liable for same.

NOTE: Applicant is SOLELY responsible for obtaining any other permits necessary for the holding of the event.

To get started, verify with Leisure Services that the date you are requesting is available and then submit the following items to the Leisure Services Division. No incomplete applications will be accepted.

1. The "City of Cocoa Special Events Permit Application and Agreement" form, filled out completely and notarized.
2. Detailed site plan including electrical requirements, designated areas for the sale of beer or wine (if applicable) and schedule of events.
3. Detailed internal security plan.

Thirty (30) days prior to the event the following items will need to be submitted to Leisure Services:

1. Certificate of Insurance with City named as an additional insured (see insurance requirements regarding required coverage).
2. Copies of insurance policies.
3. No Parking sign for road closures where parking is affected. (if applicable)
4. Road Closure courtesy notice for affected business and residents along route. (if applicable)
5. Full payment to the City for the special event fee, special fees, and estimated public safety fees.
6. Damage and Clean-up Deposit (Check).

Ten (10) days prior to the event the following items will need to be submitted to Leisure Services:

1. Documents showing secured trash dumpsters and portable toilets per the Special Events Ordinance. (if applicable) (*Dumping in an unapproved dumpster is strictly prohibited)*
2. All required state alcohol licenses.

The Leisure Services Division looks forward to assisting in the planning of your Special Event or Parade. If you have any questions regarding the application permitting process, please call the Leisure Services office at (321) 639-3500.

Exhibit "A"

CITY OF COCOA

SPECIAL EVENTS PERMIT APPLICATION AND AGREEMENT

This permit application and agreement must be completed in its entirety. Incomplete permit applications will be returned to the applicant and may delay approval and reservation of date. Shaded areas are for City Staff.

Type of Event: ☐ Parade ☐ Special Event **Event Standing:** ☐Good ☐Conditional
Venue: ☐Riverfront Park ☐ Myrt Tharpe Square Gazebo ☐ Cocoa Village ☐ Street Closure____
☐Other_____
Applicant Name: _____

Address:
_____

_____

Tax Exempt #: _____ **Federal ID #:** _____

Contact Person:
_____

Phone #: _____ **Alternate Phone #:** _____**E-mail:** _____

Alternate Contact: _____

Phone #: _____ **Alternate Phone #:** _____**E-mail:** _____

Phone Number and website for public to get more information about the event:

_____

Permit Classification:
☐ Tier 1
☐ Tier 2
☐ Tier 3
☐ Tier 4
☐ Tier 5

Anticipated # of Attendees: _____

Open to the Public: YES ☐ NO ☐

Admission Fee (if applicable): _____

Exhibit "A"

Name of Event: _____

Description of Event: _____

Number of years this event has taken place in the City of Cocoa: _____

Has this event taken place in any other City? If yes, where: _____

Date(s) of Event:

Setup

(1) Date: _____ Start time: _____ End time: _____
(2) Date: _____ Start time: _____ End time: _____

Event

(1) Date: _____ Start time: _____ End time: _____
(2) Date: _____ Start time: _____ End time: _____
(3) Date: _____ Start time: _____ End time: _____
(4) Date: _____ Start time: _____ End time: _____

Tear-down

(1) Date: _____ Start time: _____ End time: _____
(2) Date: _____ Start time:_____ End time:_____

Road Closures

Specific Streets to be closed for parade/event: _____

_____

_____

Please include all roads to be closed on site map that is submitted to Leisure Services including location of any barricades, cones, etc.

Times of Road Closure (if different from event times): _____
Variable Message Boards: ☐ YES ☐ NO Provider: _____ Phone#_____
Barricades: ☐ YES ☐ NO Provider: _____ Phone#_____

Temporary Structures

☐ Booth #_____ Measurements: _____
☐ Tent #_____ Measurements: _____
☐ Recreational inflatables Number of inflatables: _____
☐ Fencing Fencing Provider_____ Phone: _____
POC (point of contact): _____
☐ Other_____

Tents and canopies must be certified non-flammable. **In addition, all tents must be sand bagged, water barreled or weighted. Only tent stakes six (6) inches or less are authorized.**

An insurance certificate must be provided by the owner of all recreational inflatables. All items above must be clearly marked on the site map submitted to Leisure Services.

Exhibit "A"

Electrical Needs

☐ RFP Rotunda Utility Bollards (110 volts/15amp): □ Half day □ Whole day
☐ Vendor Bollards, located on Delannoy Ave, and Harrison St., two in RFP
☐ Riverfront Park Stage Power (less than 100 amps)
☐ Riverfront Park Stage Power (more than 100 amps) Use of the electrical disconnects requires City of Cocoa Pre-approval of a Certified Electrician
☐ Generators (all generator placements need to be clearly marked on the site map)

Music/Entertainment

Will music be provided at your event? ☐ Band ☐ DJ ☐ Other _____
Sound/Equipment Provider: _____

An entertainment schedule must be submitted to Leisure Services with the Site Plan. Applicant must adhere to the City of Cocoa Noise Ordinance.

Food/Beverages

	Provided at a charge	Provided at no charge
☐ Food	☐	☐
☐ Beer/Wine/Liquor (state license required)	☐	☐
☐ Soft Drinks/Water	☐	☐

See City of Cocoa Special Events Permit Agreement – General Rules, Terms and Conditions, and Special Events Ordinance for food/beverage guidelines. **Glass bottles are prohibited. A copy of the alcohol license obtained from the Florida Division of Alcoholic Beverages and Tobacco must be provided to Leisure Services at least 10 days prior to the event start date. No event will be permitted to have alcohol without this license.**

Services Requested

Services Requested	Yes/No	City Fees
☐ Water Usage		_____
☐ Fire Fighters	# _____	_____
☐ EMT's	# _____	_____
☐ Police Officers	# _____	_____
☐ V-Cops	# _____	_____
☐ Public Works/Electricians	# _____	_____
☐ Fountain	_On/Off_	_____

Fountain is scheduled every day from 10am-6pm. **A fee will be charged to turn off the fountain or change the fountain schedule in any way.** Changes to the fountain schedule may be requested by the applicant only. Animals are prohibited in the fountain/pool. **Fountain will be turned off for any animal or pet event. The Applicant will incur the fee to turn off the fountain.** The City reserves the right based on the information provided in this application and prior event history to assess the need for additional City Services. Applicable fees are charged in accordance with the Master Fee Schedule for City Facility Rentals, Special Events and Parades.

Sanitation

Are you providing additional dumpsters? ☐ YES ☐ NO

Name of provider: _____
Phone: _____
Point of Contact: _____
Number of additional dumpsters required: _____ Size of dumpster(s): _____

Additional dumpsters may be required based on the amount of people in attendance per the Special Events Ordinance.

Exhibit "A"

Portable Toilets

Are you providing portable toilets? ☐YES ☐NO

Name of provider: _____
Phone: _____
Point of Contact: _____
Number of additional portable toilets required: _____

Portable Toilets may be required based on the amount of people in attendance per the Special Events Ordinance.

Off-site Parking

Will off-site parking be used at the event? ☐YES ☐NO

Locations: _____, _____, _____

CITY OF COCOA SPECIAL EVENT PERMIT AGREEMENT – GENERAL RULES, TERMS AND CONDITIONS

The Applicant agrees to exercise the utmost care in the use of the Facility and the surrounding property. These restrictions are designed to ensure that the City Facility will be left in equal or better condition than it was prior to your event as well as provide general rules and conditions relating to the use of City of Cocoa's facilities. Our facilities are a symbol of pride for the owners (residents of Cocoa) and must be in good condition for their use every day. This includes the day after your event. All applicants (individuals, clubs, groups, and/or organizations) are required to comply with all rules in this document; no exceptions.

General Rules, Terms and Conditions:

- **Term.** The term of this Agreement shall commence upon written approval by the City Manager and terminate when the parties have completed their respective obligations under this Agreement.
- **Use of Facility:** It is the intent of the City of Cocoa to rent facilities for residents and the community at large. We will inform you at the time of your reservation what other activities are scheduled for that day, but we cannot guarantee that your booking will be exclusively scheduled in the park or another facility on your day or time. Riverfront Park and Lee Wenner Park are public parks and therefore the public is permitted at the parks. Renting Riverfront Park or Lee Wenner Park for an event guarantees no other events will be taking place simultaneously at the same facility. However, it does not prohibit the public from entering the park during your event. Access within facilities to any room other than what is rented is prohibited. The Applicant must comply with any and all provisions of the Code of the City of Cocoa, including but not limited to Article XI, Special Events and Parades, section 2-401 et seq., Cocoa Code.
- **Porcher House:** Rental of the Porcher House entitles you to use of the main floor, lawn and brick area behind the house (additional fees applied for brick area behind the house). The second floor is off limits to all guests, except the bride on a wedding day (lobby of the second floor only).
- **Fees and charges:** Fees, charges, and deposits are detailed in the City of Cocoa Master Fee Schedule for City Facility Rentals, Special Events, and Parades, which has been approved by the City Council. All rental events require an immediate payment of a deposit equal to twenty-five percent (25%) of the total rental fee PLUS sales tax. The deposit fee will be deducted from the full rental amount. Full payment of fees is due thirty (30) days prior to the scheduled event. CANCELLATION POLICY: A 15% administrative fee will be deducted from the total amount due for the event for all written requests for refunds up to thirty (30) days prior to the scheduled event. If an event is cancelled within thirty (30) days of scheduled date, no refund will be granted. Refund requests will not be honored if total rental fee is less than $50.00. The City may cancel this Agreement at any time for any reason, without advance notice, and return the full fee back to the Applicant and without receiving any penalties.
- **Payment Methods Accepted:** Personal check, cashier's check, money order, or credit card.
- **Room capacity:** The occupancy capacity for any room may not exceed the posted limits set by the City of Cocoa Fire Department.
- **Chaperones:** The Applicant must provide adequate chaperones, as the Applicant deems appropriate, for any function that is attended by any person(s) under the age of eighteen (18) years. Notwithstanding, the City may require the Applicant to provide additional chaperones.
- **Rental Time:** Rental time must include set-up time and clean-up time. A minimum of one hour is recommended pre and post event. (Wedding Exception: Wedding rehearsals may be scheduled with the on-site manager of the Facility. Rehearsals should be scheduled as soon as possible to ensure there is time available on the schedule. Such rehearsals shall be held approximately twenty-four (24) hours before the Wedding and shall not exceed one (1) hour in duration.)
- **Closing Time:** All facilities close at 11:00 pm, except holidays and approved City events. Clean up must be completed by 12:00am unless otherwise approved by special event permit. Each 15 minute increment past the closing time will be billed at the hourly rental rate and deducted from the Applicant's damage and clean-up deposit fee or otherwise charged to the Applicant.
- **Kitchen Rental:** Kitchen rental is only available with the rental of the Civic Center Ballroom and Porcher House and will incur an additional fee. The conference rooms and parks do not include a kitchen space or use of the kitchen in the Civic Center.
- **Decorating:** Very little decorating is required. Attaching anything to the walls, doors, etc. is not allowed (including tape, nails, thumb tacks, etc.). Tables may be decorated with centerpieces. Candles may be used but must be enclosed with a metal or glass holder or luminaries. Fresh flowers may be thrown for weddings. No bubbles are allowed inside any City facility. No removal of City decorations is permitted. Runners are not permitted inside or outside throughout the facilities as they are safety hazards. Pre-approved banners may be

Exhibit "A"

hung in designated areas. Temporary zip ties and rope may be used to hang pre-approved banners, but must be removed at the conclusion of the event.

- **A/V and Lighting Equipment in Riverfront Park:** Light bars, sound equipment, pre-approved banners, etc., may be attached to the superstructure of the amphitheater.
  - Applicant or their agent shall hang and remove such items at their own risk and must have their own liability insurance as required herein. A scissors lift must be used. Designated, existing attachment points shall be utilized and maximum weight limits shall not be exceeded.
  - Cables and bolting clamps are authorized but must be removed after the event.
  - Landscaping (including trees) shall never be used in any way to secure anything.
  - The Applicant shall provide the City with two weeks' written notice if the Applicant would like to request assistance from City staff with hanging and removing items from the amphitheater superstructure. The Applicant will incur charges (a minimum of three hours) for such assistance in accordance with the Master Fee Schedule for City Facility Rentals, Special Events and Parades.
- **Tables and Chairs:** The Applicant may provide its own tables or chairs for use. Tables for outdoor use are not provided by the City. Chairs to be utilized outdoors at certain City facilities may be rented in advance from the City. The City's indoor chairs may not be used outdoors.
- **Linens:** Linens (tablecloths and napkins) are available to rent. All linens must be rented and paid for thirty (30) days before your event.
- **Clean-up:** The rented Facility must be broom swept, vacuumed (if applicable) and all tabletops wiped clean of debris. Also, trash must be brought to the dumpsters at the various facilities. Extra 30 gallon trash cans are available if needed but it is the responsibility of the Applicant to empty trash cans during and after the event. Failure to do so causing the City of Cocoa to clean-up after an event will result in a deduction from your damage and clean-up deposit fee and if required payment of any additional expense incurred by the City for clean-up.
- **Damage and Clean-up Deposit:** The damage and clean-up deposit fee will be forfeited if any of the following occur:
  - Smoking inside ANY City of Cocoa building (prohibited by law);
  - Using lighted candles that are not in a glass or metal container or luminaries (candle in bags)
  - Using pyrotechnic devices or fog machines inside;
  - Using glitter, confetti, birdseed, and rice inside or outside, using bubbles inside;
  - Using silk or fake flower petals inside or outside.
- **Pre-event walkthrough:** Prior to the commencement of any event, the Leisure Services Manager or designee shall conduct a walkthrough of the event site in order to assess the condition of the site. The Applicant shall be present during the walkthrough and any damage or debris existing at the time of the walkthrough shall be noted in writing by the Leisure Services Manager or his designee.
- **Post-event evaluation**: A post-event evaluation will be conducted at the conclusion of the event. This will include a review of the Applicant's clean-up efforts, payment in full of any amounts due to the city, and an evaluation of the Applicant's adherence to the rules and regulations set forth in the special event permit. The Damage and Clean-up deposit will be assessed for damages or clean-up costs as deemed necessary by the City.
- **Food and Beverages:** A licensed and insured caterer must be used for all food served at your event. A copy of your insured caterer's license must be on file thirty (30) days prior to your event. If a caterer is not used (for functions less than 100 people only), a food waiver form must be completed and signed. No food or beverages are allowed outside of the room being rented including lobby, hallways and restrooms. All food vendors serving food for special events are required to be inspected by the City of Cocoa Fire Inspector prior to serving at the event. There can be no hot food preparation on any grass area of the facilities and must be done on paved surfaces. All food vendors and caterers must adhere to the Health Department's policies and regulations. At no time shall any food vendor or caterer dump grease or other waste products down any drains or in any landscaping including grass and on pavers. The Applicant will be responsible for damages caused by any food product or by product so disposed of by Applicant or their guests, vendors or caterers, and will be subject to losing a portion or all of the damage and clean-up deposit.
- **Alcohol:** Beer (cans or plastic bottles only), wine, and liquor are allowed. Keg Beer is only allowed if served through a licensed and insured bartender. Alcohol service must be provided through your licensed and insured caterer or a licensed and insured bartender. A cash bar is not allowed. The bar must close 15 minutes before the end of your contracted time with last call made 30 minutes prior to the end of the event. If alcoholic beverages are served, the Applicant will be required to obtain a permit or license from the State of Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, or obtain a licensed and insured caterer or bartending service, which Applicant shall provide to the Leisure Services Manager or designee no later than ten (10) business days prior to the event start date. An additional alcohol insurance liquor liability policy must be obtained and presented as described above for general insurance. The Applicant shall comply with all alcohol-related rules as provided for by the City Code and shall be in accordance with federal, state, and local laws.
- **Music:** Music and Dancing are allowed, however, no large speakers or heavy amplification are permitted inside the Civic Center as there may be other events happening at the same time. The music must end 15 minutes before the contracted end of your event. Sound/music in the Riverfront Park must end by 10:00PM on weekday nights (S-M-T-W-TH) or by 10:30PM on weekends (F-S). Exceptions to sound amplification system hours may be granted by the City Manager in response to a written request for variance, in accordance with Section 2-402, City Code. Sound/music and other noise must at all times be kept at reasonable level in accordance with the City of Cocoa Noise Ordinance.
- **Delivery of Equipment:** All deliveries, and placement of equipment, chairs, portable toilets, dumpsters, etc., must be coordinated with the Leisure Services staff. No equipment, chairs, etc. may be left or stored in the facilities overnight.
- **Riverfront Electric:** Normal electric service is available throughout areas of the park. Request for use, and any required activation, must be coordinated with the Leisure Services staff a minimum of thirty (30) days in advance. For special information on in-ground "vendor" electric service boxes and available amphitheater electric power capacity, contact the Leisure Services staff. The stage at Riverfront Park has minimal normal lighting and normal load electrical service requirements that exceed 100 amps. Requests for the use of the extra stage power capacity require an on-site briefing with City of Cocoa staff and a certified electrician on site during the event. Such requests are granted at the discretion of the City upon receipt and approval of proper credentials. The white utility bollards that surround the inside bowl area of the park have 17 amp full load capacity. The white utility bollards along Harrison Street and Delannoy Avenue have up to 27 amp full load capacity.

Exhibit "A"

- **Park Restrooms:** The public restrooms in the parks are on timers and automatically lock near 8PM. To request a change to these hours, prior arrangement must be made with the Leisure Services staff.
- **Lost/Stolen Items:** The City of Cocoa is not responsible for any items lost, stolen, left on or delivered to City facilities s before, during or after an event.
- **Dogs:** All dogs must be leashed and dog owners must clean up after their pets in all City owned parks and facilities. No animals are allowed inside City facilities except service animals, unless otherwise approved in advance by City staff. Animals are prohibited from entering the Splash Pad/Fountain/showers in Riverfront Park.
- **Parking:** Guests may park on the streets or in designated areas approved by the City of Cocoa.
- **Tents:** Tents requiring stakes of 6" or less may be erected in City parks. Sandbags and/or water barrels are the preferred methods of securing tent structures. Charges for utilizing the City's available water sources will apply. If any underground lines are damaged, the cost to repair damages will be deducted from the damage/clean-up fee deposit. Any associated repairs exceeding the damage deposit will also be charged to the Applicant. A drainage map is available from Leisure Services to ensure that no lines are damaged by stakes. Tents must be flame retardant.
- **Bollards:** Vehicle exclusion bollards for vehicle access to **any** portion of Riverfront Park other than normal public parking areas shall be removed only through prior coordination with the City of Cocoa. No motorized vehicle will be allowed in the park except on the two load-bearing walkways. Vehicles may not leave either walkway for any reason. No other area in the park is accessible by motorized vehicles, including the stage area (other than motorized scissor lift) and the fountain area. As soon as vehicles are unloaded, they must immediately be relocated to a normal public parking area on the street.
- **Barricades**: The Applicant may provide barricades to be used at the event. The Applicant may use barricades belonging to the City. The Applicant is responsible for pickup, placement, removal and return of City barricades. All barricade matters shall be coordinated with the Leisure Services Department in advance of the event. Barricades must be removed within eight (8) hours of the conclusion of the event. If barricades are obtained from an outside source, the Applicant must notify City when barricades will be delivered and when barricades will be picked up after the event(s). The Applicant must ensure that all barricades are taken down and placed next to the road, such that no barricade is left in the roadway.
- **Fountain area:** Nothing may be placed on or set-up within five feet of the circular fountain drains (plants, arches, pedestals, vendors etc.). No decorations are permitted on the circular fountain drain area. Under no circumstances shall any vehicle drive on or near the fountain. The fountain runs on a normal schedule of 10am to 6pm every day unless down for repairs or weather. The fountain may be requested to be turned off for an event at an additional fee.
- **Street Closure Courtesy Notice and Signage:** For all street closures, Applicant shall provide a statement with this application to the City of Cocoa that will indicate how it will provide a courtesy notice to all property owners along the proposed route. The courtesy notice shall indicate the date and time of the closure and the anticipated times for which access to the affected properties will be limited, what remedial steps the Applicant will take, if any, to limit inconvenience to the affected property owners during the duration of the closure, and contact information so that affected property owners may call with any questions or concerns they may have regarding the closure. The Applicant shall appropriately distribute such courtesy notices one week prior to the scheduled closure. Applicants must post temporary signage for street closures at least forty-eight (48) hours prior to the start of a closure. All temporary signage must be removed by the Applicant within twenty-four (24) hours following the conclusion of the special event.
- **Insurance:** The Applicant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, a fully paid commercial general liability damage insurance policy against claims for death, personal injury, and property damage in or about the Facility for the term of this Agreement. If alcohol will be sold and/or consumed upon public property a liquor liability policy in an amount acceptable to the City shall be required as well. Such insurance policies shall be procured by the Applicant from a company licensed to do business in the state of Florida and acceptable to the City. These policies must protect the City, its officers, agents, employees, attorneys, the special event, and its contractors from any and all claims or damages to property and or bodily injury which may result from or be in connection with any of the operations carried on by the Applicant, list the City as an additional named insured, and provide for no deductible. The required insurance shall be evidenced by a Certificate of Insurance submitted to the Leisure Services Manager no later than thirty (30) days prior to the date of the special event, and a copy of the policies prior to the start of the event. The commercial general liability policy must include minimum limits of One Million Dollars ($1,000,000) combined single limit, in respect of each occurrence, to include premises/operation, independent contractors, products/completed operations, broad form contractual and personal injury coverage. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Applicant's interest or liabilities, but are merely minimums. A copy of all notices from the insurance company must be provided to the City within five (5) days of receipt. The insurance company shall be instructed to provide a thirty (30) day notice of cancellation to the City. The City may cancel this Agreement at any time if Applicant fails to comply with the insurance provisions described herein. The city manager may waive such insurance requirements for special events having an anticipated attendance of five hundred (500) persons or less. If applicable, the Applicant shall also provide proof of worker's compensation insurance at the limits provided by the Florida Statutes.
- **Indemnification:** The Applicant agrees to protect, indemnify, save and hold harmless the City, its elected and appointed officials, officers, employees, attorneys and agents, from and against all losses, costs and expenses and from and against all claims, demands, disputes, suits and actions for damages, losses, costs, attorneys' fees, expenses and from and against all liability awards, judgments, 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 the Applicant, breach of this Agreement, or, as a result, directly or indirectly, of the use of the Facility by the Applicant and its members, guests, visitors, spectators, and participants.
- **Relationship of Parties:** Nothing in this Agreement shall create any relationship between the parties hereto other than that of the City and the Applicant, and it is acknowledged and agreed that the City does not in any way or for any purpose become a partner or agent of the Applicant in the conduct of its business, or a joint venturer or a member of a joint or common enterprise with the Applicant, or vice versa.
- **Disclaimer:** Under no circumstances does the City endorse, promote, condone, certify, vouch, or recommend, nor is it responsible for any of the contents, actions, or services associated with the Applicant or its activities and programs.
- **Attorneys' Fees:** Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

Exhibit "A"

- **Waiver:** No delay or failure by the City to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other rights, unless otherwise expressly provided herein.
- **Entire Agreement:** This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Agreement.
- **Modification of Agreement:** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by the Applicant and approved by the City Manager with assistance of the City Attorney.
- **Assignments; Binding Effect:** This Agreement shall not be assigned or transferred unless prior written consent is granted by the City Manager. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.
- **Severability:** If a word, sentence, or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence, or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said illegal, unenforceable, or unconstitutional word, sentence, or paragraph did not exist.
- **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any legal action under this Agreement, venue shall be in Brevard County, Florida, for any State court action and Orlando, Florida, for any federal court action. Any objections to jurisdiction and venue are expressly waived. APPLICANT AND CITY HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY SHOULD ANY ACTION BE FILED.
- **Time of the Essence:** It is specifically declared that time is of the essence in all provisions of this Agreement.
- **Paragraph Headings:** The titles to the articles, section or paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
- **Applicant Responsibility to Communicate Rules:** To communicate and enforce rental rules with all event vendors and participants. Violation of facility and special events rules could result in forfeiture of a portion, or **all** of the damage and clean-up deposit and a status change for the Applicant and the event; even if damage does not occur as a result of a rule violation. Following the event, the City of Cocoa shall inspect for damages. Any associated repairs exceeding the damage deposit will also be charged to the Applicant.

The undersigned applicant ("Applicant") hereby makes application to the City of Cocoa ("City") for the use of the facilities requested above ("Facility") and certifies that the information in the Special Event Permit Application is correct. The Applicant understands and agrees to all provisions of this Special Event Permit Application and Agreement, including the "City of Cocoa Special Event Permit Application Agreement - General Terms and Conditions" attached hereto, which together constitute the "Agreement."

THIS CITY OF COCOA, SPECIAL EVENTS PERMIT APPLICATION AND AGREEMENT HAS BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF COCOA, PURSUANT TO RESOLUTION #2021-____. UPON SIGNATURE BY THE APPLICANT AND WRITTEN APPROVAL OF THE EVENT REQUESTED BY THE CITY MANAGER OR HIS/HER DESIGNEE, THIS SPECIAL EVENTS PERMIT APPLICATION AND AGREEMENT SHALL CONSTITUTE A BINDING CONTRACT BETWEEN THE APPLICANT AND THE CITY OF COCOA, FLORIDA.

APPLICANT:

_____ _____
Signature Printed Name

_____ _____
Title Date

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2021, by _____ (check one) □ who is personally known to me or □ who has produced _____ as identification.

_____
Notary Public
Print Name:_____

Exhibit "A"

Checklist:

The following items must be timely submitted to the Leisure Services office:

- ☐ Detailed Map or Site Plan (must include: road closures, barricades, portable toilets, dumpsters, tents, booths, stages, fences, generators, entrance/exit gates, electrical requirements, alcohol sales, etc.)
- ☐ Proof of insurance (including liquor liability if alcohol is being served)(with City listed as additional insured) and copy of insurance policy
- ☐ Statement RE: Parade Courtesy Notice (if applicable)
- ☐ No Parking Sign (if applicable)
- ☐ Detailed Security Plan including number of onsite security and name of security company utilized (if applicable)
- ☐ Damage and Cleanup Deposit – Based on event status
- ☐ Alcohol license from DBPR ABT (if applicable)
- ☐ Entertainment/Activities schedule (if applicable)
- ☐ Sanitation statement for additional dumpsters (if applicable)
- ☐ Statement for portable toilets (if applicable)
- ☐ Pre-event walk-through: Date scheduled _____
- ☐ Post-event evaluation: Date scheduled _____
- ☐ Tax Exempt Certificate (if applicable)

FOR CITY USE ONLY:				
SPECIAL EVENT FEE	FOUNTAIN	V-COPS	FIREFIGHTER/EMS	POLICE
TIER: 1 2 3 4 5	$	$	$	$
$	STAGE DISCONNECTS	ELECTRICITY SD		**TOTAL**
FL TAX EXEMPT Y OR N CERTIFICATE RECEIVED Y OR N	$	$	$	**$**
DEPOSIT AMOUNT:	$	**DEPOSIT PAID DATE:**		
DAMAGE CLEAN-UP DEPOSIT:	$	**DEPOSIT PAID DATE:**		
BALANCE DUE:	$	**BALANCE DUE BY:**		
STREET CLOSURE:	$	**COUNCIL DATE:**		

Exhibit "A"

Pre-event Walkthrough:
(City to note damages and debris in writing)

Date: _____ Time: _____

Name of Event: _____ Date of Event: _____

Applicant Name: _____

Restrooms: _____

Barricades: _____

Trash Cans: _____

Street Signs: _____

Street Cleanliness: _____

Electrical Needs: _____

Damages: _____

Debris: _____

Miscellaneous: _____

_____

_____

_____

Applicant Representative:

_____

Signature Title Print Date

Leisure Services Representative:

_____

Signature Title Print Date

Exhibit "A"

Post-event Evaluation:

Date: _____ Time: _____

Name of Event: _____ Date of Event: _____

Applicant Name: _____

Restrooms: _____

Barricades: _____

Trash Cans: _____

Facility Cleanliness: _____

Street Cleanliness: _____

Temporary Structures: _____

Damages: _____

Debris: _____

Assessment of Applicant's cleanup efforts: _____

_____

_____

Assessment of Applicant's adherence to rules and regulations set forth in event permit:

_____

_____

_____

Payment in full of any amounts due City received on (DATE): _____

Miscellaneous: _____

_____

_____

_____

Applicant Representative:

_____

Signature Title Print Date

Leisure Services Representative:

_____

Signature Title Print Date

Damage and Clean-up fees assessed based on post-event evaluation: _____

RESOLUTION NO. 2021- 094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ADOPTING A REVISED MASTER FEE SCHEDULE FOR CITY FACILITY RENTALS, SPECIAL EVENTS AND PARADES PURSUANT TO CHAPTER 2, ARTICLE XI SPECIAL EVENTS AND PARADES OF THE COCOA CITY CODE; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, under its broad exercise of home rule powers established by Section 2 (b), Art. VIII of the Florida Constitution, and Section 166.021, Florida Statutes, the City Council of the City of Cocoa, Florida is authorized to establish fee schedules; and

WHEREAS, the City Council also has express statutory authority to establish appropriate user charges and fees which are necessary for the conduct of municipal government, See § 166.201, Fla. Stat.; and

WHEREAS, it is not the intent of this Resolution to exclude communication or discriminate against different viewpoints and speech; and

WHEREAS, it is, however, the intent of this Resolution to continue to assist the City in defraying a portion of the costs associated with operating the City's parks and other public use facilities; and

WHEREAS, the City Council hereby finds that due to labor and numerous other expenditures related to the operation and maintenance of City parks and facilities, it is necessary for the City to continue to impose certain fees and user charges in order to operate and maintain City parks and facilities in a safe and acceptable manner; and

WHEREAS, it is also the intent of this Resolution to help coordinate multiple uses and the scheduling of limited public space in order to preserve its parks and other City facilities and to provide ample and fair opportunity for the City's residents and non-residents to use said parks and facilities; and

WHEREAS, the City Council further finds that there is a rational basis and it is reasonable to distinguish between residents and nonresidents in establishing fees and user charges for City parks and facilities that rely on ad valorem and other taxes imposed on City residents for operation and maintenance, *See e.g., Schreiber v. City of Rye*, 278 N.Y.S.2d 527 (N.Y. App. Div. 1967); *McFall v. City of Shawnee*, 559 P.2d 433 (Okla. 1976); *See also, Martinez v. Bynum*, 461 U.S. 321, 328 (1983) (bona fide residency restriction was upheld when it is appropriately defined and uniformly applied); and

WHEREAS, after careful consideration and deliberation, the City Council finds that establishing fees and user charges for the use of public property within the City encourages and ensures the preservation of such property and is in the best interests of the public health, safety and welfare of the citizens of Cocoa.

WHEREAS, the City previously established a fee schedule for special events and parades through the adoption of Resolution Numbers 2005-124, 2006-63, and 2018-047; and

WHEREAS, based on City staff's research related to similar fees charged for similar facilities by other municipalities, and consideration of the inflationary impact on the City's fees established in 2005, the City Council adopted an updated master fee schedule through the adoption of Resolution 2018-047; and

WHEREAS, since the adoption of Resolution Number 2018-047, City staff has identified additional City facilities requiring established fees for the rental thereof, as well as a special fee for stage power for special events, which must be established by resolution; and

WHEREAS, since the adoption of Resolution Number 2018-047, City staff desires not to keep credit card information on file for the purpose of charging additional costs, when applicable, for damage and cleanup costs; and

WHEREAS, since the adoption of Resolution Number 2018-047, City staff has identified additional fee schedule discounts which City staff recommends be offered; and

WHEREAS, City staff recommends that that the City Council consider adopting an updated master fee schedule as more specifically provided; and

WHEREAS, the City Council finds that this Resolution is in the best interests of the public health, safety and welfare of the citizens of Cocoa.

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

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings of the Cocoa City Council.

Section 2. Adoption of Fee Schedule. The Cocoa City Council hereby approves and adopts the revised Master Fee Schedule for City Facility Rentals, Special Events and Parades, attached hereto as **Exhibit "A"** and hereby incorporated in full.

Section 3. Repeal of Prior Inconsistent Resolutions. All prior inconsistent resolutions adopted by the City Council of the City of Cocoa, Florida, are hereby repealed to the extent of the conflict including, but not limited to Resolution No. 2006-63 and Resolution No. 2018-047 which are hereby repealed in its entirety.

Section 4. Severability. If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

Section 5. Effective Date. This Resolution 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 28th day of September, 2021.

_____
Michael Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

CITY OF COCOA

MASTER FEE SCHEDULE
FOR
CITY FACILITY RENTALS,
SPECIAL EVENTS, AND PARADES

SECTION 1.0. APPLICANT CATEGORIES AND APPLICABLE CITY FACILITY RENTAL FEES FOR FACILITY RENTALS.

1.1 APPLICANT CATEGORIES ESTABLISHED FOR CITY FACILITY RENTALS. Individuals/organizations applying for use permits shall be classified into four (4) categories for the purpose of use priority and charges. Proof of residence and organizational status required. The following categories are established for purposes of determining the fee or user charge imposed pursuant to Section 1.22 of this Master Fee Schedule:

***Category I*:** All "non-profit" leisure programs directly or indirectly sponsored/governed by the City of Cocoa; or all jointly sponsored programs between private organizations and the City of Cocoa; any personal use by a Cocoa resident; or any use by a school located in the City of Cocoa limits.

***Category II*:** All "non-profit" groups, organizations, corporations or programs which are registered under the provisions of 501(c)(3) and are registered or established in the City of Cocoa**.**

***Category III*:** All "non-profit" groups, organizations, corporations which are registered under the provisions of 501(c)(3) but not registered or established in Cocoa; and any other non-profit organizations; or any personal use by a non-resident of the City of Cocoa; or all other governmental agencies.

***Category IV*:** Any group, organization or corporation not a resident or established in the City of Cocoa; or any group, organization, or individual operating any "for-profit" activity; all other individual, organizations, groups or corporations not meeting the criteria of categories I, II, or III.

1.2 CITY FACILITY DEPOSITS, FEES, AND USER CHARGES. The following deposits, fees and user charges are hereby approved and required for the use of the City facilities as listed below.

1.21 City facility deposits and fees will be charged as follows:

DEPOSIT FEE: All rental events require an immediate payment of a deposit equal to 25% of the total rental fee. The deposit fee will be deducted from the full rental amount. Full payment of fees is due thirty (30) days prior to the scheduled event.

CANCELLATION POLICY: A 15% administrative fee will be deducted from the total amount due for the event for all written requests for refunds up to thirty (30) days prior to the scheduled event. If an event is cancelled within thirty (30) days of scheduled date, no refund will be granted. Refund requests will not be honored if total rental fee is less than $50.00. All users MUST sign and agree to the Facility Use Application and Agreement at time of booking.

DAMAGE & CLEAN-UP DEPOSIT: A $250.00 Damage & Clean-up deposit is required thirty (30) days prior to the scheduled event. If the cost of damages or additional clean-up exceed the Damage and Clean-up deposit amount, an invoice for such additional costs will be provided to the Applicant for immediate payment.

FUNCTIONS SERVING FOOD: Functions serving food in the Ballroom or Porcher House will be charged an additional $150.00 plus applicable sales tax, payable thirty (30) days prior to the scheduled event. A copy of your caterer's state license and proof of insurance must be provided thirty (30) days prior to the scheduled event. All functions with more than 100 people in attendance are required to use a licensed and insured caterer.

LONG-TERM RENTALS: A long-term facility lease agreement ("long-term lease") will consist of a term between six (6) months and one (1) year with at least one to two meetings or events per month in the rented facility during the period. Such long-term leases may be renewed each year on such terms as may be agreeable to both parties. Individuals or organizations wishing to enter into a long-term lease will receive a 10% discount off of the rental rate for their particular category.

1.22 City facility rental fees shall be charged as follows:

CITY OF COCOA CIVIC CENTER:

Ballroom: (700 Seating / 1,200 Standing Capacity) **

Category:	Charge/Hour:	Charge 5 Hrs.:	*Charge/Day (8 Hrs.):
I	$ 50.00	$200.00	$300.00
II	$ 60.00	$250.00	$400.00
III	$ 75.00	$350.00	$500.00
IV	$100.00	$450.00	$800.00

Wedding Ceremony Only:	*2 Hours Maximum*	*$300.00*
Wedding Reception Only:	*5 Hours Maximum*	*$750.00*
Wedding Ceremony & Reception:	*5 Hours Max. (if in same bldg.)*	*$850.00*

Conference Rooms #1, #2 & Board Room: (160/64/32 Seating; 290/138/66 Standing Capacity) **

Category:	Charge/Hour:	Charge 5 Hrs.:	*Charge/Day (8 Hrs.):
I	$20.00	$ 80.00	$120.00
II	$30.00	$120.00	$180.00
III	$40.00	$160.00	$240.00
IV	$50.00	$200.00	$300.00

**** Any additional hour is charged at the hourly rate.***

***** There is a 3-hour minimum for Weekend Rentals.***

CITY OF COCOA PORCHER HOUSE: (84 Seating Capacity / 125 Standing Capacity)

Weekday Rentals: (M-T-W-Th)

Category:	Charge/Hour:	Charge 5 Hrs.:	*Charge/Day (8 Hrs.):
I	$40.00	$160.00	$240.00
II	$50.00	$200.00	$300.00
III	$60.00	$240.00	$360.00
IV	$70.00	$280.00	$400.00

Weekend Rentals: (F-Sat-Sun)

Category:	Charge/Hour:	Charge 5 Hrs.:	*Charge/Day (8 Hrs.):
I	$ 50.00	$200.00	$300.00
II	$ 60.00	$250.00	$400.00
III	$ 75.00	$350.00	$500.00
IV	$100.00	$450.00	$800.00

**** Any additional hour is charged at the hourly rate.***

Photography Session	*$50.00 per hour*	
Wedding Ceremony Only:	*2 Hours Maximum*	*$350.00*
Wedding Reception Only:	*5 Hours Maximum*	*$750.00*
Wedding Ceremony & Reception:	*5 Hours Max. (if in same bldg.)*	*$850.00*
Additional Fee for Exterior Back Patio of the Porcher House:		*$200.00*

CITY OF COCOA RIVERFRONT PARK:

Amphitheater / Rotunda Greenspace: (1,500 Standing Capacity)

Category:	**Charge/Hour:**	**Charge 5 Hrs.:**	***Charge/Day (8 Hrs.):**
I	$40.00	$160.00	$240.00
II	$50.00	$200.00	$300.00
III	$60.00	$240.00	$360.00
IV	$70.00	$280.00	$400.00

Wedding Ceremony Only:	*2 Hours Maximum*	*$250.00*
Wedding Reception Only:	*5 Hours Maximum*	*$550.00*
Wedding Ceremony & Reception:	*5 Hours Max. (if both held in park)*	*$650.00*

**** Any additional hour is charged at the hourly rate.***

CITY OF COCOA PARK PAVILIONS / GAZEBOS*:

Riverfront Park Pavilions, Myrt Tharpe Gazebo and Lee Wenner Park Pavilion:

Category:	**Charge per ½ Day (up to 4 Hrs.):**	***Charge per Day (5-8 Hrs.):**
I & II	$35.00	$50.00
III & IV	$45.00	$60.00

Permit holder should bring a copy of permit to pavilion site to show proof of purchase.

**** There is a five-hour minimum for Weekend Rentals.***

HEART OF COCOA COMMUNITY MEETING ROOM*:

Maximum Room Occupancy Limits: Theater (30) Classroom (30) Standing (48)

Parking is extremely limited at this location: One handicap accessible space and two general parking spaces only.

The Heart of Cocoa Community Meeting Room is free for all residents residing in the "Heart of Cocoa Community" (the area located between State Road 520 and Rosa L. Jones Drive, and between Florida Avenue and US 1). Proof of such residency will be required upon reserving the facility. The following rates will apply to all others renting this facility:

Category:	**Charge/Hour:**	**Charge 5 Hrs.:**	**Charge/Day** (8 Hrs.):**
I	$20.00	$80.00	$120.00
II	$30.00	$120.00	$180.00
III	$40.00	$160.00	$240.00
IV	$50.00	$200.00	$300.00

**** There is a three-hour minimum for weekend rentals.***

***** Any additional hour is charged at the hourly rate.***

Fee Schedule Discounts

Discount applied toward facility rental rate only. Does not apply to food fees, rental items, Public Safety, or Special fees. Unable to combine discounts.

Military – Must show valid Military ID (Active duty and Retiree).	**25%**
City of Cocoa Schools – Schools located in the City of Cocoa limits.	**50%**
All other Brevard County Schools – All other Brevard County Schools not in the city limits.	**15%**
City of Cocoa Employee – *Must show valid City of Cocoa employee badge at the time of booking. Discount applies to employee and immediate family only.*	**25%**
Mid-Week Facility Rental - Monday through Thursday (Excludes Special Events, please see Special Event Fee Schedule)	**25%**
Mid-Week Wedding Package Discount – Monday through Thursday	**25%**

The City Manager or designee shall have the authority to waive City facility rental fees only. Only fundraising events conducted by non-profit (501(c)(3)) organizations will be considered for rental fee waivers.

SECTION 2.0 APPLICANT TIERS AND APPLICABLE SPECIAL EVENT FEES

2.1 APPLICANT TIERS ESTABLISHED. Individuals/organizations applying for use permits shall be organized into five (5) tiers for the purpose of use priority and charges. The following different tiers are established for purposes of determining the fees or user charges imposed pursuant to Section 2.22 of this Master Fee Schedule:

***Tier 1 Permit*:** A Special Event or Parade which the attendance is anticipated to be less than 1,000 Persons and is organized by either a Non-profit (501(c)(3)) Organization or a Cocoa Village Partnering Organization*.

Tier 2 Permit: A Special Event or Parade which the attendance is anticipated to be less than 1,000 Persons and is organized by a for profit organization.

***Tier 3 Permit*:** A Special Event or Parade which the attendance is anticipated to be in excess of 1,000 Persons and is organized by a Non-profit (501(c)(3)) Organization.

***Tier 4 Permit*:** A Special Event or Parade which the attendance is anticipated to be in excess of 1,000 Persons and is organized by a Cocoa Village Partnering Organization*.

Tier 5 Permit: A Special Event or Parade which the attendance is anticipated to be in excess of 1,000 Persons and is organized by a for profit organization.

**A Cocoa Village Partnering Organization is any not for profit organization that's sole purpose is to attract visitors to the Cocoa Village area or that promotes the Cocoa Village area as a destination. (Does not have to be a* 501(c)(3) *non-profit organization.)*

2.2 DEPOSITS, FEES, AND USER CHARGES FOR SPECIAL EVENTS AND PARADES. The following deposits, fees and user charges as listed below are hereby approved and required for issuance of a special event permit.

2.21 Deposits and other fees will be charged by the City as follows:

CANCELLATION POLICY: A 15% administrative fee will be deducted from the total amount due for the event for all written requests for refunds up to thirty (30) days prior to the scheduled event. If an event is cancelled within thirty (30) days of scheduled date, no refund will be granted. All users MUST sign and agree to the Special Events Permit Application and Agreement at time of booking. *The City reserves the right to refund all monies paid and cancel all reservations and permits up to 72 hours prior to the reserved date.*

DAMAGE & CLEAN-UP DEPOSIT: A Damage & Clean-up deposit is required thirty (30) days prior to the scheduled event date. If no damage is done to the facilities or public property, all fees have been paid in full, and all rules and regulations have been followed, the Damage & Clean-up deposits will be returned to the applicant within thirty (30) business days following the scheduled event.

PUBLIC SAFETY & SPECIAL FEES: In accordance with Chapter 2, Article XI, Special Events and Parades, of the City Code, a Public Safety and Facility Fee will be determined based upon necessity for each event. This fee will include the use of Firefighter/EMT's, Police Officers, V-Cops, Electricians, etc. and will be determined after the application has been filed with the Leisure Services Division. Public Safety & Special Fees are due no later than thirty (30) days prior to the start of the special event.

** A $1M Commercial General Liability Insurance certificate is also required naming the City as an additional insured.

2.22 Special event fees, deposits and public safety and special fees shall be charged as follows:

SPECIAL EVENT FEES:

All special events or parades require full payment of all fees detailed herein, due thirty (30) days in advance of the scheduled event or parade.

Tier:	
1	$500.00 plus sales tax if applicable
2	$1,000.00 plus sales tax
3	$1,000.00
4	$1,500.00 plus sales tax
5	$3,000.00 plus sales tax

DAMAGE & CLEAN-UP DEPOSIT

Applicants/Events in Good Standing	Applicants/Events in Conditional Standing
$250.00	$1,000.00

PUBLIC SAFETY AND SPECIAL FEES

Police Officer (For profit organizations)	$50.00 per hour	Fire/EMT Services (For profit organizations)	$50.00 per hour
Police Officer (Not for profit organizations)	$40.00 per hour	Fire/EMT Services (Not for profit organizations)	$40.00 per hour
Public Works/Electricians (For profit organizations)	$50.00 per hour		
Public Works/Electricians (Not for profit organizations)	$40.00 per hour		
V-Cops	$15.00 per hour	Vendor Bollards	$25.00/box/day
Fountain Fee (runs 10a-6p	$15.00	RFP Rotunda Utility	$25.00/half day
day)*		Bollards	$50.00/full day
Stage Electric (110 outlets)	$25.00/half day	Water Usage	$10.00/half day
	$50.00/full day		$20.00/full day
Road Closure Fee	$50.00	Full Stage Power	$400.00/full day

Half Day = Up to 4 hours, Full Day = Above 4 hours

*Fountain Fee is to change the regular 10a-6p schedule of the Fountain in Riverfront Park.

The City Manager or designee shall have the authority to waive City special event fees only. Only fundraising events conducted by non-profit (501c3) organizations will be considered for rental fee waivers.

Legislation Details (With Text)

File #:	21-614	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	City Business
File created:	9/7/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	Approval of Ordinance No. 12-2021/first reading: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-271, Definitions, adding definition of death in the line of duty; Section 2-324, Disability, amending the benefit for a service incurred disability; Section 2-325, Preretirement Death, amending to create a new pre-retirement death benefit for members killed in the line-of-duty. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	Ordinance No. 12-2021 Cocoa Firefighter Pension Ordinance.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 7, 2021
Agenda Date: September 28, 2021
Prepared By: Tammy B. Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approval of Ordinance No. 12-2021/first reading: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-271, Definitions, adding definition of death in the line of duty; Section 2-324, Disability, amending the benefit for a service incurred disability; Section 2-325, Preretirement Death, amending to create a new pre-retirement death benefit for members killed in the line-of-duty.

BACKGROUND:

The City of Cocoa has an established Firefighters' Retirement Plan in accordance with Chapter 175, Florida Statutes for the benefit of the City's Firefighters. Under this statute, the City is required to provide a minimum level of pension benefits, which includes a pension benefit for a service-connected disability. The City recently concluded collective bargaining with both the International Association of Firefighters Local 2416 for the rank and file members and Teamsters Fire District Chiefs which resulted in adding specific benefits for in the line-of-duty death benefits if the disability occurs as the result of an active shooter event or mass killing.

These proposed benefit changes have been done so under the guidance of the City's pension attorney Glenn Thomas of Lewis, Longman, & Walker. According to information provided by legal

counsel, there are not many pension plans that have specific benefits for situations defined in this ordinance. Additionally, changes were made to comply with Florida State Statute Section 112.1816 for firefighters who die as the result of cancer or the treatment of cancer. A draft ordinance was provided to the Pension Plan's attorney Mark Floyd, Mierzwa & Floyd, P.A. and the Plan's actuarial firm Foster and Foster. After the first reading the actuary will provide an impact statement to accompany the second reading. City Staff hired a third-party actuary firm to conduct an analysis of these changes and it was found to have a minimal budgetary impact.

The following amendments to the pension plan in the proposed ordinance include:

1. Section 2-271, Definitions

   This section was amended to include a new definition of "death in the line of duty." The definition complies with the requirements of Section 112.1816, for firefighters who die as the result of cancer or the treatment of cancer.

2. Section 2-324, Disability

   (a) Service Incurred. This section was amended to add a separate disability benefit if the service incurred disability is the result of an active shooter situation or mass killing event. In these two situations the minimum benefit would not be less than sixty percent (60%) of the member's average monthly salary at the time of death versus the plan's current minimum benefit of forty-two percent (42%). An active shooter situation is defined in the ordinance and with the FBI as an individual actively engaged in killing or attempting to kill people in a confined and populated area. Our ordinance references the federal code 28 U.S.C. s. 530C which has defined a mass killing event as three or more killings in a single incident.

   (f) Cancer Presumption. The plan is amended to reference the Florida Statute 112.1816 where as a firefighter is eligible for certain benefits upon a cancer diagnosis on or after July 1, 2019. The City's Plan is now being updated to reflect this change.

3. Section 2-325, Preretirement Death

   (c) *Death in line of duty.* When evaluating the changes for the active shooter and mass casualty disability it was recommended by the City's pension attorney to define in line of duty death benefits for members effective October 1, 2021. The proposed language in the City's ordinance mirrors language in the Florida Retirement System (FRS), except for deaths as a result of an active shooter and mass casualty situation. Specifically, this new language covers different situations dependent on whether the member is married or unmarried at the time of event.

4. Incorporation into the Code. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Cocoa.

5. Repeal of Prior Inconsistent Ordinances and Resolutions. All Ordinances or parts of

Ordinances in conflict herewith be and the same are hereby repealed.

6. Severability. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

7. Effective Date. The Ordinance shall be effective immediately upon adoption by the City Council after the second reading, which will be scheduled at the October 12, 2021 Council Meeting. The effective date of the death in line of duty benefits is October 1, 2021. The actuary will be preparing an impact statement which will be provided with the final reading.

City Administration recommends approval of Ordinance No. 12-2021/first reading, related to changes in the Firefighters' Retirement Plan: Section 2-271, Definitions, adding definition of death in the line of duty; Section 2-324, Disability, amending the benefit for a service incurred disability; Section 2-325, Preretirement Death, amending to create a new pre-retirement death benefit for members killed in the line-of-duty.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted: Yes

An actuarial analysis was conducted by an outside actuary on this benefit change and it was determined the budgetary impact is minimal. The Pension Plan's actuary will be preparing an impact statement which will be provided with the final reading.

PREVIOUS ACTION:

At a regular City Council Meeting on July 10, 2019, City Council approved Ordinance No. 9-2019: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-281, Board Designated as Administrator, Composition, extending the terms of office for the Board of Trustees from two to four years; Section 2-308, Investment Powers of the Board, modifying the investment policy to allow the board to invest up to twenty-five percent of plan assets in foreign securities.

RECOMMENDED MOTION:

Approval of Ordinance No. 12-2021/first reading: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-271, Definitions, adding definition

of death in the line of duty; Section 2-324, Disability, amending the benefit for a service incurred disability; Section 2-325, Preretirement Death, amending to create a new pre-retirement death benefit for members killed in the line-of-duty

ORDINANCE NO. 12-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VIII, FIREFIGHTERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING SECTION 2-271, DEFINITIONS; AMENDING SECTION 2-324, DISABILITY; AMENDING SECTION 2-325, PRERETIREMENT DEATH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa established the Firefighters' Retirement Plan pursuant to Ordinance No. 9-93, in accordance with Chapter 175, Florida Statutes for the benefit of the City's firefighters.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA AS FOLLOWS:

SECTION 1: That Section 2-271, Definitions; in Article VIII of Chapter 2, Part II of the City Code of the City of Cocoa, Florida, is amended to read as follows (Underlined type are additions and ~~strikeout~~ type are deletions to the City Code):

Sec. 2-271. - Definitions.

As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

* * *

Death in line of duty: Death arising out of and in the actual performance of duty required by a member's employment during his or her regularly scheduled working hours or irregular working hours as required by the city. The Board may require such proof as deemed necessary as to the time, date, and cause of death, including evidence from any available witnesses. Workers' Compensation records under the provisions of chapter 440, Florida Statutes may also be used. Death in the line of duty shall not include death resulting from conduct found in deliberate violation or disregard of standards of behavior which the city has the right to expect of an employee; or carelessness or negligence by the member of such a degree or recurrence as to manifest culpability, wrongful intent, or evil design, or to show an intentional and substantial disregard of the city's interests or of the member's duties and obligations to the city. As provided in, and subject to the limitations of, section 112.1816, Florida Statutes, any member whose death results from cancer initially diagnosed on or after July 1, 2019, or from circumstances arising from the treatment of such cancer, shall be considered to have died in the line of duty for all purposes under the Plan.

* * *

SECTION 2: That Section 2-324, Disability, in Article VIII of Chapter 2, Part II of the City Code of the City of Cocoa, Florida, is amended to read as follows (Underlined type are additions and ~~strikeout~~ type are deletions to the City Code):

* * *

Sec. 2-324. - Disability.

(a) *Service incurred.* Any member who receives a service-connected injury, disease or disability, which, in the opinion of the board in accordance with Section 175.191, Florida Statutes permanently incapacitates the member, physically or mentally from rendering useful and efficient service as a firefighter, shall, effective December 31, 1999, receive monthly, a disability benefit in an amount equal to the member's accrued retirement benefit (accrued at the statutory two percent (2%) minimum; provided such amount is not less than forty-two percent (42%) of the member's average monthly salary at the time of disability. If the service-connected disability occurred during an active shooter event (defined as an individual actively engaged in killing or attempting to kill people in a confined and populated area) or mass killing event, as defined in 28 U.S.C. s. 530C, and as the direct result of the unlawful and intentional act of the perpetrator of such event, the disability benefit shall equal the member's accrued retirement benefit (accrued at the statutory two percent (2%) minimum) provided such amount is not less than sixty percent (60%) of the member's average monthly salary at the time of disability. The benefit shall be paid beginning when the member's sick pay and accrued vacation have expired and will continue until the payment due next preceding the date of recovery, as determined by the board, or if the member dies without recovery from the disability, the payment due next preceding the member's death or the one hundred twentieth (120th) monthly payment, whichever is later. An optional form of benefit providing death benefits, may be elected.

(b) *Nonservice incurred.* Any member who receives a nonservice connected injury, disease or disability, which, in the opinion of the board in accordance with Section 175.191, Florida Statutes permanently incapacitates the member, physically or mentally, from useful and efficient service as a firefighter, shall receive monthly, a disability benefit in an amount equal to one-twelfth (1/12) of twenty-five percent (25%) of the member's rate of regular base salary in effect as of the date of disability. The benefit shall be paid beginning six (6) months from the date of disability until the earlier of recovery, as determined by the board, or death. An optional form of benefit, providing death benefits may be elected.

(c) *Determination of disability.* All questions relating to eligibility for initial payment or continuance of disability benefits shall be determined by the board taking into consideration

the recommendations of the duly qualified physician or surgeon selected by the board to examine the member and based upon the methods and procedures established by the board. In the event that any disabled member could otherwise still be employed, or be reemployed as an employee except that the position for which the member is qualified is not available due to being currently filled, the benefit shall be payable only until such position again becomes available. The board may require, at its expense, periodic medical reexamination of disabled members.

(d) *Exclusions.* Disability benefits shall not be payable in cases where the disability is a result of:

(1) Excessive and habitual use of drugs, intoxicants, or narcotics;

(2) Injury or disease sustained while willfully and illegally participating in fights, riots, civil insurrections or while committing a felony;

(3) Injury or disease sustained while serving in the armed forces;

(4) Injury or disease sustained after employment as a firefighter has terminated, whether voluntarily or involuntarily.

(5) Injury or disease sustained while working for anyone other than the city and arising out of such employment during the first ten (10) years of credited service.

(e) *Recovery.* In the event of recovery from disability as determined by the board and immediate reemployment by the city as an employee, the period of time while disabled shall be included as credited service. In the event of recovery, or the refusal by the member to submit to medical reexamination, but without immediate reemployment as an employee, the member's future benefits shall be determined as though the member initially terminated employment on the member's date of disability.

(f) *Cancer presumption*. Subject to the requirements and limitations under s. 112.1816, F.S., if a firefighter is totally and permanently disabled due to cancer diagnosed on or after July 1, 2019, or circumstances that arise out of the treatment of such cancer, the disability shall be deemed by the Board to have been directly caused by the performance of his or her duty as a firefighter.

* * *

SECTION 3: That Section 2-325, Preretirement Death, in Article VIII of Chapter 2, Part II of the City Code of the City of Cocoa, Florida, is amended to read as follows (Underlined type are additions and ~~strikeout~~ type are deletions to the City Code):

* * *

(a) Prior to eligibility for retirement. ~~The~~ Except as provided under subsection (c), the death benefit payable on behalf of a member who dies prior to being eligible for early, normal, or delayed retirement shall equal the member's accumulated contributions with interest.

(b) Deceased employees eligible for retirement. The beneficiary of any actively employed member who is eligible for but dies prior to early, normal, or delayed retirement, shall, effective December 31, 1999, be entitled to the benefits otherwise payable to the member at early or normal retirement age, accrued at the statutory two percent (2%) minimum.

(c) *Death in line of duty.* Effective October 1, 2021, if a member, other than a participant in the Deferred Retirement Option Plan, dies in the line of duty, a death benefit shall be paid as follows:

(1) If the member is married at the time of death, the member's spouse shall receive a monthly benefit equal to forty-two percent (42%) of the member's average monthly salary at the time of the member's death, or if the member was vested, the benefit provided by subsection (b), payable for the life of the spouse. If the surviving spouse of a member killed in the line of duty dies, or if the member killed in the line of duty leaves no surviving spouse but is survived by a child or children under 18, the monthly payment that would have been payable to such surviving spouse had such surviving spouse lived shall be paid for the use and benefit of such member's child or children under 18 years of age and unmarried or, until the 25th birthday of any child of the member if the child is unmarried and enrolled as a full-time student.

(2) If the member is not married at the time of death, a monthly benefit equal to forty-two percent (42%) of the member's average monthly salary at the time of the member's death shall be split equally among the member's beneficiaries. Benefit payments to a beneficiary under this paragraph shall continue for twenty (20) years or until the death of the beneficiary, whichever occurs first.

(3) If a member's line-of-duty death occurred during an active shooter event (defined as an individual actively engaged in killing or attempting to kill people in a confined and populated area) or mass killing event, as defined in 28 U.S.C. s. 530C, and was the direct result of the unlawful and intentional act of the perpetrator of such of event, the benefit payable to the member's beneficiary or beneficiaries as provided in this subsection (c)

shall equal sixty percent (60%) of the member's average monthly salary at the time of death, or if the member was vested, the benefit provided by subsection (b).

(4) The benefit provided under this subsection (c) shall commence on the first day of the month coincident with or next following the date of the member's death and shall supersede any other distribution that may have been provided by the member's designation of beneficiary.

* * *

SECTION 4: Incorporation into the Code. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Cocoa.

SECTION 5: Severability. Should any section or provision of this Ordinance or any portion thereof, or any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof other than the part to be declared invalid.

SECTION 6: Repeal of Prior Inconsistent Ordinances and Resolutions. All City Code provisions or laws inconsistent with this Ordinance are hereby repealed to the extent of any conflict.

SECTION 7: Effective Date. That this Ordinance shall become effective upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, IN A REGULAR MEETING ASSEMBLED ON THE _____ DAY OF _____ 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

01539778-1

1ST READING: September 28, 2021

2ND READING AND ADOPTION: _____

01539778-1

Legislation Details (With Text)

File #:	21-613	**Version:**	1	**Name:**	August, 2021 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/7/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 8/31/2021. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.20 thru 8.31.21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	September 7, 2021
Agenda Date:	September 28, 2021
Prepared By:	Christine Savage, Junior Buyer & Contract Specialist
Through:	Rebecca Bowman, MBA, CGFO, CGFM, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 8/31/2021.

BACKGROUND:

The following reports for the period October 01, 2020 through August 31, 2021 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.

powered by Legistar™



Purchase Order Approvals 10-01-20 thru 8-31-21

$35,000 to $50,000 Recap Sheet

Total Purchase Orders Issued = 35

City Manager = 19

City of Cocoa CRA Board = 0

City Council = 16

Purchase Order Approvals 10-01-20 thru 8-31-21
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
77192	10/23/2020	Insource Software Solutions	$ 35,177.43	10/23/2020	Stockton Whitten
77194	10/23/2020	MCCI, LLC	$ 36,775.15	10/23/2020	Stockton Whitten
77214	10/23/2020	Brev Cty Emergency Management	$ 41,830.00	10/23/2020	Stockton Whitten
77274	11/4/2020	G4S Secure Solutions	$ 49,100.00	11/3/2020	Stockton Whitten
77275	11/4/2020	Axon Enterprises	$ 49,902.00	11/3/2020	Stockton Whitten
77288	11/4/2020	Frank-Lin Services of Brevard	$ 45,000.00	11/3/2020	Stockton Whitten
77301	11/4/2020	Garganese,Weiss,D'Agresta	$ 35,000.00	11/3/2020	Stockton Whitten
77311	11/4/2020	Glover Oil Company	$ 35,250.00	11/3/2020	Stockton Whitten
77258	11/3/2020	United Self Insured Services	$ 50,000.00	11/3/2020	Stockton Whitten
77494	12/7/2020	Kirwin Norris PA	$ 50,000.00	12/1/2020	Stockton Whitten
77600	1/6/2021	Underwater Solutions Inc	$ 45,150.00	12/29/2020	Stockton Whitten
77601	1/6/2021	DMD Consultants Inc	$ 49,966.00	12/29/2020	Stockton Whitten
77602	1/6/2021	Infrastructure Solution Services	$ 39,918.00	12/29/2020	Stockton Whitten
77653	1/20/2021	Online Soutions LLC	$ 48,600.00	1/20/2021	Stockton Whitten
77722	2/4/2021	Ovivo USA, LLC	$ 44,950.00	2/3/2021	Stockton Whitten
77973	4/22/2021	Infrastructure Solution Services	$ 41,870.00	4/22/2021	Stockton Whitten
77975	4/22/2021	Stewarts Electric Motor Works	$ 45,167.52	4/22/2021	Stockton Whitten
78043	5/10/2021	Ring Power Corporation	$ 46,724.90	4/9/2021	Stockton Whitten
78061	5/14/2021	Hawkins Inc.	$ 45,000.00	4/13/2021	Stockton Whitten

19 Purchase Order Approved by City Manager

Prepared by Purchasing 9/7/2021

Purchase Order Approvals 10-01-20 thru 8-31-21
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 **Purchase Order Approved by CRA**

Prepared by Purchasing 9/7/2021

Purchase Order Approvals 10-01-20 thru 8-31-21
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
77013	10/6/2020	Tanner Industries	$ 49,000.00	9/23/2020	City Council
77020	10/6/2020	Fort Bend Services	$ 42,000.00	9/23/2020	City Council
77089	10/13/2020	Florida Power & Light	$ 45,000.00	9/23/2020	City Council
77115	10/13/2020	Verizon Wireless	$ 40,765.00	9/23/2020	City Council
77116	10/13/2020	Verizon Wireless	$ 36,821.00	7/24/2012	City Council
77136	10/15/2020	Florida Power & Light	$ 48,000.00	9/23/2020	City Council
77143	10/15/2020	Florida Power & Light	$ 46,000.00	9/23/2020	City Council
77251	11/3/2020	Lisa Cullen Tax Collector	$ 36,960.00	4/24/2018	City Council
77438	11/23/2020	Bright House Networks	$ 49,000.00	10/27/2020	City Council
77492	12/7/2020	Infrastructure Solution Services	$ 48,993.00	1/23/2019	City Council
77493	12/7/2020	Infrastructure Solution Services	$ 49,748.00	1/23/2019	City Council
77652	1/20/2021	Trane (Maitland)	$ 41,796.00	12/4/2020	City Council
77654	1/20/2021	FL Dept of Corrections	$ 43,122.75	10/27/2020	City Council
77972	4/22/2021	Water Resouce Associates	$ 35,200.00	3/23/2021	City Council
77974	4/22/2021	Stantec Consulting Service	$ 41,104.00	3/13/2019	City Council
78120	6/4/2021	De La Parte & Gilbert PA	$ 50,000.00	4/27/2021	City Council

16 Purchase Order Approved by City Council

Prepared by Purchasing 9/7/2021

Legislation Details (With Text)

File #:	21-615	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/7/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	Calls for service provided by the Cocoa Fire Rescue Department for the month of August 2021. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	August 2021 Request for Service By Incident Type Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 7, 2021
Agenda Date: September 28, 2021
Prepared By: Samuel Byrd, Deputy Fire Chief
Through: Jonathan Lamm, Fire Chief
Requested Action:
Informational Item Only

BACKGROUND:

Fire Incident Summary Report for August 2021.

STRATEGIC PLAN CONNECTION:

Public Safety- Enhancing the public awareness to the calls for service provided by the Cocoa Fire Rescue Department for the month of August.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

powered by Legistar™

RECOMMENDED MOTION:

Information Only

powered by Legistar™

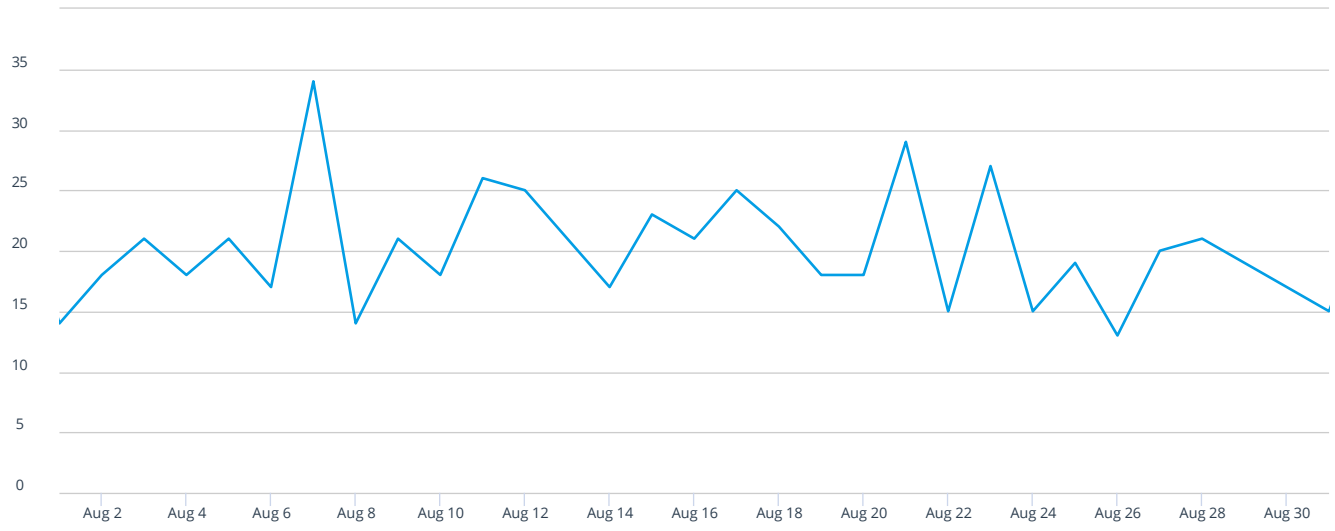
Custom Aug 1, 2021 - Aug 31, 2021

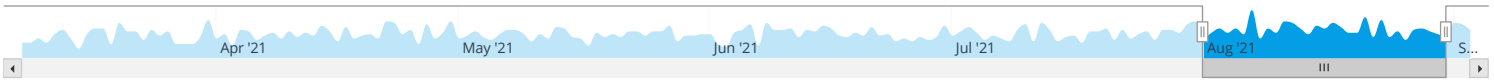
27%
FIRE
Percentage of Total Incidents

73%
EMS
Percentage of Total Incidents

622
INCIDENTS
In Selected Time Slice

31
DAYS
In Selected Time Slice





Counts | % Rows | % Columns | % All

Week Ending	8/1/21	8/8/21	8/15/21	8/22/21	8/29/21	9/5/21	9/12/21	9/19/21	9/26/21	10/3/21	10/10/21	10/17/21	10/24/21	Total
(11) Structure Fire		1	2	1										4
(14) Natural vegetation fire			1											1
(15) Outside rubbish fire			1	1	1									3
(30) Rescue, emergency medical call (EMS), other		10	10	12		1								33
(31) Medical assist		2	2	3	1	1								9
(32) Emergency medical service (EMS) incident	8	96	95	86	103	25								413
(41) Combustible/f.. spills & leaks				1										1
(44) Electrical wiring/equipm. problem		1	4		2									7
(48) Attempted burning, illegal action		1												1
(50) Service call, other			1											1
(51) Person in distress					1									1
(53) Smoke, odor problem		1	1											2
(54) Animal problem or rescue		1												1
(55) Public service assistance		12	5	11	9	2								39
(56) Unauthorized burning				1										1

Week Ending	8/1/21	8/8/21	8/15/21	8/22/21	8/29/21	9/5/21	9/12/21	9/19/21	9/26/21	10/3/21	10/10/21	10/17/21	10/24/21	Total
(60) Good intent call, other				1										1
(61) Dispatched and canceled en route	6	9	17	22	14	1								69
(62) Wrong location, no emergency found		1	4	5	1	1								12
(65) Steam, other gas mistaken for smoke			2											2
(70) False alarm and false call, other		4	3	1	2									10
(73) System or detector malfunction		3	2											5
(74) Unintentional system/detect... operation (no fire)				2		1								3
(90) Special type of incident, other			1											1
(91) Citizen complaint		1												1
NULL				1										1
Total	14	143	151	148	134	32								622

Legislation Details (With Text)

File #:	21-637	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/20/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CM-Change Orders 8-31-21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 20, 2021
Agenda Date: September 28, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of August 31, 2021. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

FY2021 Change Orders - CM authorized to execute

applied to contingency

as of: 8/31/2021

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY20 Cum.	FY21 Cum.	FY2021 Expenditures	FY2020 Expenditures
WS21OU	Ozone										
Op. Rev.		1,187,074.00	8/24/2021	2021-079							
Project Manager:		108,000.00	contingency and other costs authorized								
account #	424-4020-536.63-00	1,079,074.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Vortex Services			FY2021	43248	1,079,074.00	$ 1,079,074.00		$ 1,079,074.00		
	PO#78445										
		108,000									
WS21WS	Sulfurators										
Op. Rev.		251,900.00	4/27/2021 and 7/27/21 (Additional Contingency)	2021-035 & 2021-065							
Project Manager:		53,950.00	contingency and other costs authorized								
account #	424-4020-536.63-00	197,950.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Vortex Services			FY2021	42724	197,950.00	$ 251,900.00		$ 251,900.00	$ 106,475.00	
	PO#78016			CO#1	43114	53,950.00					
		-									
WS19FR	Dyal Groundwater #2 IMS Cap and Media Replacement										
Op. Rev.		281,615.00	3/9/2021	2021-014							
Project Manager: Kevin Joseph		25,602.00	contingency and other costs authorized								
account #	424-4020-536.63-00	256,013.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Elenis Contracting			FY2021	42566	256,013.00	$ 243,938.00		$ 243,938.00	$ 219,544.20	
	PO#77877			CO #1	43011	(12,075.00)					
		25,602									
WS21FM											
Op. Rev.		256,410.00	12/8/2020	2020-250							
Project Manager:		23,310.00	contingency and other costs authorized								
account #	421-4055-536.63-00	233,100.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Danus Utility			FY2021	42151	233,100.00	$ 233,100.00		$ 233,100.00		
	Contractor PO# 77555										
		23,310									
WS1404											
Op. Rev.		2,616,301.00	11/10/2020	2020-229							
Project Manager:		237,845.00	contingency and other costs authorized								
account #	426-4055-536.63-00	2,378,456.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Integrated Fire and Security Solutions			FY2021	42305	2,378,456.00	$ 2,378,456.00		$ 2,378,456.00	$ 657,560.55	
	Contractor PO# 77691										
		237,845									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY20 Cum.	FY21 Cum.	FY2021 Expenditures	FY2020 Expenditures
WS1001	Industrial Park Pump Station										
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138							
Project Manager Utilities		444,500.00	10% contingency authorized			63-00					
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00				
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41				
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91				
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53				
			*FY16 PO Issue PO# **67318***	FY2016	29192	1,542,102.38	4,501,559.91				
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98				
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09				
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09				
			*CO#1 PO **67318***		29647	53,686.38	4,652,714.47				
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	8,917.65	4,661,632.12				
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12				
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32				
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98				
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83				
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97				
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97				
							4,667,012.97				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28				
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58				
					34893	9,984.39	$ 4,667,012.97				
			PO#73686	FY2019		1,000.00					
		209,868	^contingency balance-->								
WS1222	BNR Process Improvements										
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083							
account #421-4120-536.63-00 + 64-00		603,099.13	contingency authorized								
		2,753,375.93	constr' exp authorized before contingency								
				2018-083							
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037							
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order								
		76,000	Emergency Task Order authorized ($76k before task order contingency)			63-00 64-00	Cumulative	FY20 cum	FY21 cum		
	Brandes Design-Build, Inc. FY2013 PO# 62086										
	Bid No. B-13-11-COC										
	Brandes Design-Build, Inc. FY2014 PO# 62605			FY2013	22658	1,250,550.00 1,528,450.00	2,779,000.00				
	Brandes Design-Build, Inc. FY2015 PO# 64940		FY13 Year-End PO Liquidation			(1,200,550.00) (1,528,450.00)					
			FY14 PO Reissue	FY2014	23304	1,200,550.00 1,528,450.00	2,779,000.00				
	Brandes Design-Build, Inc. FY2016 PO# 67346		CO #1 Modification to drain lines in BNR tanks		24840	22,776.29	2,801,776.29				
	CDM Smith FY2016 PO# 67329 + 67528 + 67529		FY14 Year-End PO Liquidation			(728,344.56)	2,073,431.73				
	JoBear Contracting FY2016 PO# 68561		FY15 PO Reissue	FY2015	26276	728,344.56	2,801,776.29				
			CO #2 Exploratory excavation		26423	11,040.00	2,812,816.29				
					26917	10,200.00	2,823,016.29				
	Brandes FY2017 PO# 69615 / FY2018 PO#71959		CO #3 Cable Tray		27079	5,978.14	2,828,994.43				
			CO #4 to Remove Sludge		27209	10,000.00	2,838,994.43				
	CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534		*FY15 Year End PO Liquidation*			(79,836.05)	2,759,158.38				
			FY16 PO Issue	FY2016	29212	79,836.05	2,838,994.43				
					29249	32,800.00	2,871,794.43				
			CO#1		29329	(5,000.00)	2,866,794.43				
			CO#2		29212	4,151.50	2,870,945.93				
			CO#3		29905	5,327.32	2,876,273.25				
			CO#4		30046	(5,327.32)	2,870,945.93				
			Jobear P.O. 68561		30751	100,378.50	2,971,324.43				
			FY16 Liquidated		30751	(83,785.50)	2,887,538.93				
	SISCO FY2016 PO# 68047		SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16	2,892,624.09				
			FY16 Year End PO Liquidation			(34,482.06)	2,858,142.03				
			FY17PO#69615 Brandes	FY2017	31932	33,812.06	2,891,954.09				
			PO# 69522 CDM Smith		31954	670.00	2,892,624.09				
			PO# 69522 CDM Smith		32776	13,250.00	2,905,874.09				
						(33,812.06)	2,872,062.03				
						(13.25)	2,872,048.78				
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25	2,872,062.03				
			CO#1 PO#69522 CDM Smith		34650	36,340.00	2,908,402.03				
			CO#2 CDM SMITH		34520	86,975.40					
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06	$ 2,942,214.09				
			CO#1		36547	11,430.00	$ 2,953,644.09				
	Maxwell Contracting, Inc. FY2015 PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00	$ 76,000.00				
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete					
		341,480	^contingency balance--> for Brandes Design-Build								
		10,000	^contingency balance--> for Maxwell Contracting								

Legislation Details (With Text)

File #:	21-638	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/20/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	FY 2021 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	August FY 2021 EXPENSE Budget Tracking Worksheet.pdf August FY 2021 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 20, 2021
Agenda Date: September 28, 2021
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2021 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2021 thru August 31, 2021.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2021 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 8/31/2021

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
05/18/21	001-1000-511.48-00	(2,950)	WATER FOR TX DIS RELIEF		3011
	001-1000-511.42-00	2,950			
08/12/21	001-1000-511.48-00	(3,000)	POSTAGE FOR DONATED WATER		4228
	001-1000-511.40-00	(2,316)			
	001-1000-511.42-00	2,316			
	001-1000-511.42-00	3,000			
2	Budget Amendments/Transfers		Division 1000 Total	$0	
1100 - CITY MANAGER'S OFFICE					
11/10/20	001-1100-512.24-00	6	COVID 19 PAYOUTS RES# 2020-235		558
	001-1100-512.22-00	27			
	001-1100-512.21-00	271			
	001-1100-512.12-12	3,532			
11/17/20	001-1100-512.31-00	20,000	R/O PO #76365 Nat Res RES# 2020-245		625
04/08/21	001-1100-512.12-00	(7)	MID YEAR PAYROLL ADJ		2448
	001-1100-512.14-00	7			
08/10/21	001-1100-512.12-12	47,713	ACCRUAL PAYOUTS RES# 2021-074		4201
08/12/21	001-1100-512.12-00	(2,891)	NEGATIVE ACCOUNTS		4228
	001-1100-512.52-00	159	OVERSPENT OPERATING SUPPL		4228
	001-1100-512.42-00	47	OVERSPENT POSTAGE ACCT		4228
	001-1100-512.22-00	2,685	RETIREMENT PAYOUTS		4228
8	Budget Amendments/Transfers		Division 1100 Total	$71,549	
1103 - INFORMATION TECHNOLOGY					
11/10/20	001-1103-516.24-00	7	COVID 19 PAYOUTS RES# 2020-235		558
	001-1103-516.22-00	170			
	001-1103-516.21-00	297			
	001-1103-516.12-12	3,878			
11/17/20	001-1103-516.63-00	45,897	R/O PO #76452 Danella Con RES# 2020-245		625
	001-1103-516.63-00	13,795	R/O PO#76802 Danella Con RES# 2020-245		625
01/26/21	001-1103-516.40-00	(759)	ADD FNDS CODE ENF MODULE		1543

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/26/21	001-1103-516.34-00	759	ADD FNDS CODE ENF MODULE		1543
04/08/21	001-1103-516.12-00	(452)	MID YEAR PAYROLL ADJ		2448
	001-1103-516.12-12	452			
08/12/21	001-1103-516.55-00	(11,690)	REPAIR FIRE #3 & PD		4228
	001-1103-516.31-00	(10,000)			
	001-1103-516.54-00	(10,000)			
	001-1103-516.51-00	(1,300)			
	001-1103-516.52-30	(300)			
	001-1103-516.52-00	7,000			
	001-1103-516.46-00	26,290			
	001-1103-516.12-00	(4,453)	UNBDGTD ACCRUAL PAYOUTS		4228
	001-1103-516.12-12	4,453			
7	Budget Amendments/Transfers		Division 1103 Total	$64,044	
1190 - LEISURE SERVICES					
04/08/21	001-1190-574.12-00	(991)	MID YEAR PAYROLL ADJ		2448
	001-1190-574.12-12	991			
06/08/21	001-1190-574.52-00	(1,200)	PURCHASE TRAINING SFTWRE		3314
	001-1190-574.55-00	1,200			
08/12/21	001-1190-574.12-00	(766)	FUND OVERSPENT ACCOUNTS		4228
	001-1190-574.51-00	56			
	001-1190-574.41-00	304			
	001-1190-574.12-12	406			
3	Budget Amendments/Transfers		Division 1190 Total	$0	
1500 - FINANCE GENERAL ACCOUNTNG					
11/10/20	001-1500-513.24-00	11	COVID 19 PAYOUTS RES# 2020-235		558
	001-1500-513.21-00	472			
	001-1500-513.12-12	6,161			
04/08/21	001-1500-513.12-00	(500)	MID YEAR PAYROLL ADJ		2448
	001-1500-513.14-00	500			
08/12/21	001-1500-513.12-00	(26,097)	CORR BDGT / DROP FOR LH		4228
	001-1500-513.13-00	26,097			
	001-1500-513.12-00	(3,330)	OVERSPENT ACCOUNTS		4228
	001-1500-513.42-00	171	OVERSPENT POSTAGE ACCT		4228
	001-1500-513.12-12	3,149	UNBDGTD ACCRUAL PAYOUTS		4228
	001-1500-513.14-00	10	UNBDGTD OVERTIME PAY		4228
7	Budget Amendments/Transfers		Division 1500 Total	$6,644	
1505 - PURCHASING					
03/09/21	001-1505-513.40-00	(1,500)	VENDORLINK CONTRACT		2023
	001-1505-513.56-15	1,500			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
04/08/21	001-1505-513.12-00	(100)	MID YEAR PAYROLL ADJ	2448
	001-1505-513.14-00	100		
08/05/21	001-1505-513.55-00	(1,500)	NEW MONITORS/PRCHSING	4107
	001-1505-513.56-15	1,500		
08/12/21	001-1505-513.12-00	(2,549)	OVERSPENT ACCOUNTS	4228
	001-1505-513.56-15	913		
	001-1505-513.12-12	1,636	UNBDGTD ACCRUAL PAYOUTS	4228
5 Budget Amendments/Transfers			Division 1505 Total $0	
1510 - FINANCE UTILITY ACCOUNTNG				
11/10/20	001-1510-536.24-00	7	COVID 19 PAYOUTS RES# 2020-235	558
	001-1510-536.22-00	16		
	001-1510-536.21-00	283		
	001-1510-536.12-12	3,688		
12/08/20	001-1510-536.46-00	5,923	UTIL PAY KIOSK -CITY HALL RES# 2020-249	904
	001-1510-536.64-15	56,127		
04/08/21	001-1510-536.12-00	(2,547)	MID YEAR PAYROLL ADJ	2448
	001-1510-536.12-12	2,547		
08/12/21	001-1510-536.12-00	(11,653)	OVERSPENT ACCOUNTS	4228
	001-1510-536.15-00	133		
	001-1510-536.12-12	11,520	UNBDGTD ACCRUAL PAYOUTS	4228
5 Budget Amendments/Transfers			Division 1510 Total $66,044	
1600 - GENERAL OPERATIONS				
10/14/20	001-1600-513.39-00	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR	127
10/27/20	001-1600-513.31-33	(54,153)	BENTEK BROKER CONSULT FEE	281
	001-1600-513.56-15	(35,006)		
	001-1600-513.31-00	89,159		
	001-1600-513.39-00	(16,600)	MOWING CONTRACTS SHORTAGE FOR FIRE STATIONS	301
11/05/20	001-1600-513.48-00	(900)	ASSIGN AD BUDG PROJ #S	405
	001-1600-513.48-00	900		
11/10/20	001-1600-513.39-00	(10,426)	COVER INCR PD PATROL CARS RES# 2020-238	544
	001-1600-513.39-00	(200,000)	COVID 19 PAYOUTS RES# 2020-235	558
	001-1600-513.39-00	(132,703)		
	001-1600-581.91-03	4,083		
11/16/20	001-1600-513.31-33	(197,955)	ASSIGN AD BUDG PROJ #S	405
	001-1600-513.52-33	(100,548)		
	001-1600-513.52-33	100,548		
	001-1600-513.31-33	197,955		
12/08/20	001-1600-513.31-00	12,000	CAFR CONVERSION SOFTWARE RES# 2020-249	904
01/12/21	001-1600-513.56-15	7,750	CLEARGOV GEN FUND PORTION RES# 2021-003	1279

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/12/21	001-1600-513.42-00	999	IM SOL FY20 PO ROLL 76865 RES# 2021-003		1279
	001-1600-513.55-00	1,140			
	001-1600-513.31-00	31,725			
	001-1600-513.52-00	40,833			
	001-1600-513.31-00	96,000	INFO TECH RES PO 76923 RES# 2021-003		1279
	001-1600-513.31-00	11,000	THALES CONS FY20 PO 76869 RES# 2021-003		1279
01/26/21	001-1600-513.83-01	85,000	COCOA HS TRACK IMP DONATE RES# 21-005		1466
04/08/21	001-1600-513.51-00	(1,259)	FUND OVERDRAWN OPER EXP		2448
	001-1600-513.52-00	1,259			
04/13/21	001-1600-513.39-00	(85,000)	SETTLMNT / PARKIT CONSTR RES# 21-293		2526
	001-1600-513.49-00	85,000			
04/27/21	001-1600-513.39-00	100,474	COVER BUDGT COSTS / COVID RES# 2021-039		2711
	001-1600-513.39-00	60,000	LEE WENNER MAINT / BRE CO RES# 2021-039		2711
	001-1600-513.39-00	(15,000)	REVIEW GROUP INS CONTRACT RES# 2021-039		2711
	001-1600-513.31-00	15,000			
	001-1600-513.81-00	1	TIF REVENUE ROUNDING ERR RES# 2021-039		2711
	001-1600-513.39-00	(8,013)	UNEMP / NOT CARES REIMBRS RES# 2021-039		2711
	001-1600-513.25-00	8,013			
05/01/21	001-1600-513.39-00	(10,000)	BREVARD MUSEUEM HVAC RES# 2021-045		3009
05/11/21	001-1600-513.39-00	(17,000)	TXF FNDS / BREV MUSEUM RES# 2021-045		2968
06/22/21	001-1600-513.39-00	(110,000)	INC CTY ATTY NON RET BUDG RES# 2021-054		3556
	001-1600-514.31-01	110,000			
07/27/21	001-1600-513.39-00	(2,050)	RMV EXCS BDGT FOREST GRNT RES# 2021-068		3987
	001-1600-513.39-00	17,213			
24	Budget Amendments/Transfers		Division 1600 Total	($12,189)	
1601 - EMERGENCY/DISASTER SVS					
01/12/21	001-1601-525.64-00	37,000	DECON UNITS COVID RESP RES# 2021-003		1279
08/10/21	001-1601-525.52-00	29,773	ACCRUAL PAYOUTS RES# 2021-074		4201
08/12/21	001-1601-525.31-00	(2,606)	PD CHIEF TRAVEL EXPENSES		4228
	001-1601-525.41-00	2,606			
3	Budget Amendments/Transfers		Division 1601 Total	$66,773	
1801 - HUMAN RESOURCES					
11/10/20	001-1801-513.24-00	8	COVID 19 PAYOUTS RES# 2020-235		558
	001-1801-513.22-00	314			
	001-1801-513.21-00	359			
	001-1801-513.12-12	4,689			
04/08/21	001-1801-513.12-00	(637)	MID YEAR PAYROLL ADJ		2448
	001-1801-513.12-12	637			
08/12/21	001-1801-513.12-00	(3,748)	UNBDGTD ACCRUAL PAYOUTS		4228

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/12/21	001-1801-513.12-12	3,748	UNBDGTD ACCRUAL PAYOUTS		4228
3	Budget Amendments/Transfers		Division 1801 Total	$5,370	
1805 - CITY CLERK					
11/10/20	001-1805-513.24-00	3	COVID 19 PAYOUTS RES# 2020-235		558
	001-1805-513.22-00	17			
	001-1805-513.21-00	123			
	001-1805-513.12-12	1,607			
1	Budget Amendments/Transfers		Division 1805 Total	$1,750	
2100 - POLICE ADMIN/OPERATIONS					
10/13/20	001-2100-521.46-03	3,870	INS PROCEEDS PD VEHICLE K-9 CAGE PORTION		125
	001-2100-521.52-14	16,617	JAG GRANT CAMERAS RES # 20-213		124
11/05/20	001-2100-521.64-00	(352,824)	ASSIGN AD BUDG PROJ #S		405
	001-2100-521.52-00	(147,890)			
	001-2100-521.44-00	(79,692)			
	001-2100-521.34-00	(51,308)			
	001-2100-521.49-21	(20,000)			
	001-2100-521.40-00	(14,508)			
	001-2100-521.55-00	(13,178)			
	001-2100-521.56-15	(12,014)			
	001-2100-521.46-00	(9,130)			
	001-2100-521.54-00	(6,310)			
	001-2100-521.41-00	(5,825)			
	001-2100-521.47-00	(5,625)			
	001-2100-521.46-03	(2,650)			
	001-2100-521.48-00	(500)			
	001-2100-521.42-00	(330)			
	001-2100-521.51-00	(250)			
	001-2100-521.56-15	26			
	001-2100-521.56-15	58			
	001-2100-521.54-00	80			
	001-2100-521.54-00	100			
	001-2100-521.47-00	120			
	001-2100-521.52-00	120			
	001-2100-521.55-00	120			
	001-2100-521.54-00	150			
	001-2100-521.51-00	250			
	001-2100-521.54-00	260			
	001-2100-521.54-00	265			
	001-2100-521.47-00	283			
	001-2100-521.42-00	330			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/05/20	001-2100-521.56-15	410	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.55-00	495		
	001-2100-521.46-03	500		
	001-2100-521.48-00	500		
	001-2100-521.41-00	501		
	001-2100-521.52-00	633		
	001-2100-521.47-00	750		
	001-2100-521.47-00	875		
	001-2100-521.40-00	981		
	001-2100-521.46-03	1,000		
	001-2100-521.52-00	1,000		
	001-2100-521.41-00	1,004		
	001-2100-521.52-00	1,015		
	001-2100-521.55-00	1,020		
	001-2100-521.34-00	1,055		
	001-2100-521.46-03	1,150		
	001-2100-521.52-00	1,150		
	001-2100-521.47-00	1,283		
	001-2100-521.40-00	1,352		
	001-2100-521.52-00	1,431		
	001-2100-521.40-00	1,458		
	001-2100-521.52-00	1,473		
	001-2100-521.55-00	1,998		
	001-2100-521.52-00	2,174		
	001-2100-521.47-00	2,314		
	001-2100-521.40-00	2,325		
	001-2100-521.52-00	2,361		
	001-2100-521.40-00	2,500		
	001-2100-521.54-00	2,500		
	001-2100-521.54-00	2,955		
	001-2100-521.52-00	3,440		
	001-2100-521.41-00	4,320		
	001-2100-521.46-00	4,430		
	001-2100-521.55-00	4,515		
	001-2100-521.46-00	4,700		
	001-2100-521.52-00	4,751		
	001-2100-521.52-00	4,770		
	001-2100-521.55-00	5,030		
	001-2100-521.40-00	5,892		
	001-2100-521.52-00	5,952		
	001-2100-521.52-00	6,144		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/05/20	001-2100-521.52-00	7,392	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.52-00	7,753		
	001-2100-521.44-00	7,800		
	001-2100-521.52-00	8,514		
	001-2100-521.52-00	9,114		
	001-2100-521.64-00	9,582		
	001-2100-521.52-00	10,744		
	001-2100-521.52-00	11,088		
	001-2100-521.56-15	11,520		
	001-2100-521.44-00	17,670		
	001-2100-521.49-21	20,000		
	001-2100-521.52-00	22,578		
	001-2100-521.64-00	24,742		
	001-2100-521.52-00	34,293		
	001-2100-521.34-00	50,253		
	001-2100-521.44-00	54,222		
	001-2100-521.64-00	318,500		
11/10/20	001-2100-521.52-00	(278)	COVER COSTS AFIS LIVESCAN RES# 2020-239	556
	001-2100-521.64-00	278		
	001-2100-521.64-00	10,426	COVER INCR PD PATROL CARS RES# 2020-238	544
	001-2100-521.22-00	33	COVID 19 PAYOUTS RES# 2020-235	558
	001-2100-521.24-00	1,109		
	001-2100-521.22-00	1,671		
	001-2100-521.21-00	2,565		
	001-2100-521.24-00	7,516		
	001-2100-521.13-00	8,584		
	001-2100-521.21-00	10,486		
	001-2100-521.22-01	21,265		
	001-2100-521.12-12	33,526		
	001-2100-521.12-00	121,153		
	001-2100-521.52-12	(16,980)	FY21 BPV GRANT 0410 RES# 2020-228	547
	001-2100-521.52-22	33,960		
	001-2100-521.23-00	(10,743)	RED FY21 VOCA GR AWARD RES# 2020-230	551
	001-2100-521.22-00	(7,257)		
	001-2100-521.21-00	(5,919)		
	001-2100-521.27-00	(4,800)		
	001-2100-521.12-00	(3,422)		
	001-2100-521.24-00	(132)		
	001-2100-521.64-00	(24,724)	TXFR VOCA MATCH TO PATROL RES# 2020-230	550
	001-2100-521.64-00	24,724		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/16/20	001-2100-521.52-12	(16,980)	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.52-12	16,980		
12/22/20	001-2100-521.12-00	(1,345)	CORR NEG BAL PD ACCTS	1067
	001-2100-521.45-00	(150)		
	001-2100-521.49-00	150		
	001-2100-521.49-00	1,345		
01/12/21	001-2100-521.64-00	53,574	DANA SAFETY EQ PO 76923 RES# 2021-003	1279
01/26/21	001-2100-521.49-21	(5,000)	ADDTNL NARCA FIRST RESPON	1543
	001-2100-521.52-00	5,000		
	001-2100-521.49-00	(1,345)	CORR DEC CLEANUP	1543
	001-2100-521.49-02	1,345		
03/09/21	001-2100-521.52-00	(1,090)	CORR BUDGT AMNT	2023
	001-2100-521.52-00	390		
	001-2100-521.52-00	700		
04/27/21	001-2100-521.52-12	4,684	5 PD VEST / FY20 FNDS RES# 2021-039	2711
	001-2100-521.52-00	(277)	ACCESSORIES FOR JAG CAM RES# 2021-039	2711
	001-2100-521.52-14	277		
	001-2100-521.52-14	6,077	CAMERAS FOR PARK RES# 2021-039	2711
	001-2100-521.12-00	(9,666)	CAMERAS FOR PARK / TICKET RES# 2021-039	2711
	001-2100-521.56-15	3,589	TICKET WRITER RES# 2021-039	2711
06/08/21	001-2100-521.64-00	3,697	CONVERT VEHICLE TO K9 UNI	3314
	001-2100-521.45-00	(1,700)	REPLACE FINGERPRINT SCAN	3314
	001-2100-521.52-00	1,700		
	001-2100-521.13-00	(47,059)	SUSTAIN VEHICLES & FUEL	3314
	001-2100-521.52-30	20,842		
	001-2100-521.46-03	22,520		
08/05/21	001-2100-521.22-00	(3,100)	CORR PD CHIEF RETIREMENT	4107
	001-2100-521.22-03	3,100		
	001-2100-521.12-00	(1,849)	FUND UPS SYSTEM AT PD	4107
	001-2100-521.56-15	1,849		
	001-2100-521.52-14	640	PROVOST PK CAMERAS/ANTENN	4107
	001-2100-521.45-00	(1,700)	REPLACE FINGERPRINT SCAN	4107
	001-2100-521.52-00	1,700		
	001-2100-521.52-00	(1,700)	REVRSE BAF 21-072 NO PROJ #	4107
	001-2100-521.45-00	1,700		
08/10/21	001-2100-521.12-00	(80,553)	ACCRUAL PAY / OVERTIME RES# 2021-074	4201
	001-2100-521.12-12	80,553	ACCRUAL PAYOUTS RES# 2021-074	4201
08/12/21	001-2100-521.12-00	(33,561)	OFFICE RENO / PD CHIEF	4228
	001-2100-521.56-15	33,561		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/12/21	001-2100-521.12-00	(3,773)	PD CHIEF NON-FRS ACTIVITY		4228
	001-2100-521.22-03	3,773			
08/24/21	001-2100-521.52-00	6,000	DONATION OF 2 PD CANINES RES# 2021-077		4394
33	Budget Amendments/Transfers		Division 2100 Total	$288,426	
2101 - POLICE COMMUNICATIONS					
11/05/20	001-2101-521.40-00	(8,413)	ASSIGN AD BUDG PROJ #S		405
	001-2101-521.34-00	(5,874)			
	001-2101-521.55-00	(1,000)			
	001-2101-521.54-00	(175)			
	001-2101-521.52-00	(150)			
	001-2101-521.52-00	150			
	001-2101-521.54-00	175			
	001-2101-521.55-00	1,000			
	001-2101-521.34-00	5,874			
	001-2101-521.40-00	8,413			
11/10/20	001-2101-521.24-00	7	COVID 19 PAYOUTS RES# 2020-235		558
	001-2101-521.24-00	72			
	001-2101-521.21-00	276			
	001-2101-521.21-00	1,962			
	001-2101-521.22-00	2,562			
	001-2101-521.12-12	3,602			
	001-2101-521.12-00	24,729			
12/22/20	001-2101-521.45-00	(225)	CORR NEG BAL PD ACCTS		1067
	001-2101-521.49-00	225			
04/08/21	001-2101-521.12-00	(1,153)	MID YEAR PAYROLL ADJ		2448
	001-2101-521.12-12	1,153			
04/27/21	001-2101-521.12-00	(20,000)	FNDS FOR OT ACCOUNT RES# 2021-039		2711
	001-2101-521.14-00	20,000			
08/05/21	001-2101-521.34-00	(640)	PROVOST PK CAMERAS/ANTENN		4107
08/12/21	001-2101-521.12-00	(4,923)	UNBDGTD ACCRUAL PAYOUTS		4228
	001-2101-521.12-12	4,923			
7	Budget Amendments/Transfers		Division 2101 Total	$32,570	
2132 - CODE ENFORCEMENT					
11/10/20	001-2132-524.24-00	29	COVID 19 PAYOUTS RES# 2020-235		558
	001-2132-524.22-00	55			
	001-2132-524.21-00	84			
	001-2132-524.12-12	1,090			
12/22/20	001-2132-524.51-00	(300)	CORR NEG BAL PD ACCTS		1067
	001-2132-524.45-00	(45)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/22/20	001-2132-524.49-00	45	CORR NEG BAL PD ACCTS		1067
	001-2132-524.52-00	300			
03/09/21	001-2132-524.12-00	(3,300)	FUEL FUND / PC MONITOR		2023
	001-2132-524.56-15	300			
	001-2132-524.52-30	3,000			
04/08/21	001-2132-524.52-00	(75)	FND OVERDRAWN FUEL, OIL		2448
	001-2132-524.52-30	75			
05/18/21	001-2132-524.40-00	(1,950)	OPER SUPPLIES FOR FY21		3011
	001-2132-524.52-00	1,950			
08/05/21	001-2132-524.52-00	(7)	INCREASE COST / MONITOR		4107
	001-2132-524.56-15	7			
08/12/21	001-2132-524.12-00	(1,102)	OVERSPENT ACCOUNTS		4228
	001-2132-524.56-15	7			
	001-2132-524.12-12	1,079	UNBDGTD ACCRUAL PAYOUTS		4228
	001-2132-524.14-00	16	UNBDGTD OVERTIME PAY		4228
9	Budget Amendments/Transfers		Division 2132 Total	$1,258	
2200 - FIRE ADMINISTRATION					
10/27/20	001-2200-522.64-16	33,180	Firehouse Sub Grant Hydraulic Equipment		303
11/10/20	001-2200-522.24-00	150	COVID 19 PAYOUTS RES# 2020-235		558
	001-2200-522.21-00	221			
	001-2200-522.12-12	2,884			
01/26/21	001-2200-522.34-00	5,883	ADD FNDS / FIRE INSPECTOR		1543
03/09/21	001-2200-522.34-00	1,325	PDCS SERVICES / FIRE PLAN		2023
04/08/21	001-2200-522.46-02	(100)	FND OVERDRAWN REPAIR/MAIN		2448
	001-2200-522.46-03	100			
05/18/21	001-2200-522.40-00	(100)	NEW MONITOR AND PRINTER		3011
	001-2200-522.52-00	100			
06/08/21	001-2200-522.46-02	(1,100)	VEHICLE REPAIRS /SUPPLIES		3314
	001-2200-522.51-00	500			
	001-2200-522.46-03	600			
08/05/21	001-2200-522.55-00	(2,000)	FUEL NEEDS / OVR BDGT		4107
	001-2200-522.52-30	2,000			
	001-2200-522.40-00	(2,000)	VEHICLE REPAIRS / OVR BDG		4107
	001-2200-522.46-03	2,000			
08/12/21	001-2200-522.12-00	(1,391)	OVERSPENT ACCOUNTS		4228
	001-2200-522.46-03	292			
	001-2200-522.52-30	1,099			
10	Budget Amendments/Transfers		Division 2200 Total	$43,643	
2201 - FIRE OPERATIONS					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/10/20	001-2201-522.24-00	1,567	COVID 19 PAYOUTS RES# 2020-235	558
	001-2201-522.21-00	2,309		
	001-2201-522.12-12	30,178		
11/16/20	001-2201-522.64-00	(45,000)	ASSIGN AD BUDG PROJ #S	405
	001-2201-522.64-00	10,000		
	001-2201-522.64-00	35,000		
01/26/21	001-2201-522.55-00	(5,883)	ADD FNDS / FIRE INSPECTOR	1543
03/09/21	001-2201-522.55-00	(1,325)	PDCS SERVICES / FIRE PLAN	2023
04/27/21	001-2201-522.12-12	46,912	ACCRUAL PAYOUTS REG SAL RES# 2021-039	2711
	001-2201-522.12-00	(1,497)	HIGHER TAX COMMISSIONS RES# 2021-039	2711
	001-2201-522.34-00	1,497		
06/08/21	001-2201-522.55-00	(444)	C/O FOR PO# 77110	3314
	001-2201-522.34-00	444		
08/10/21	001-2201-522.14-00	104,200	ADDTL OT BUDGET RES# 2021-074	4201
08/12/21	001-2201-522.52-02	(5,000)	FND SUPPLIES THROUGH YE	4228
	001-2201-522.52-00	5,000		
	001-2201-522.12-00	(19,012)	UNBDGTD ACCRUAL PAYOUTS	4228
	001-2201-522.12-12	19,012		
10 Budget Amendments/Transfers			Division 2201 Total $177,958	
3200 - ADMINISTRATION				
11/10/20	001-3200-515.24-00	11	COVID 19 PAYOUTS RES# 2020-235	558
	001-3200-515.22-00	209		
	001-3200-515.21-00	316		
	001-3200-515.12-12	4,119		
11/17/20	001-3200-515.31-00	17,425	R/O PO # 76297 S&ME RES# 2020-245	625
	001-3200-515.34-00	8,656	R/O PO #76172 Geosyntec RES# 2020-245	625
03/09/21	001-3200-515.34-00	(1,199)	CORR NEG BAL AD SVCS ACCT	2023
	001-3200-515.56-15	159		
	001-3200-515.52-00	339		
	001-3200-515.54-00	701		
04/08/21	001-3200-515.51-00	(701)	AMERICAN PLAN ASSOC DUES	2448
	001-3200-515.54-00	701		
	001-3200-515.12-00	(339)	FND OVERDRAWN OP SUPPLY	2448
	001-3200-515.52-00	339		
	001-3200-515.12-00	(689)	MID YEAR PAYROLL ADJ	2448
	001-3200-515.12-00	(10)		
	001-3200-515.14-00	10		
	001-3200-515.12-12	689		
05/27/21	001-3200-515.12-00	(59,971)	CORR C NEUT PR BUDG CHARLENE NEUTERMAN	3157

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/27/21	001-3200-515.22-00	(16,366)	CORR C NEUT PR BUDG CHARLENE NEUTERMAN		3157
	001-3200-515.21-00	(4,638)			
	001-3200-515.23-00	(3,046)			
	001-3200-515.27-00	(1,920)			
	001-3200-515.24-00	(107)			
06/08/21	001-3200-515.62-00	750,000	AFB /BLAKE SUBDIV HOUSING RES# 2021-043		3312
	001-3200-515.49-00	(800)	VERIZON PO / REMAINDER FY		3314
	001-3200-515.41-00	800			
08/05/21	001-3200-515.49-00	(2,000)	FND UNINSURED VHCLE PRGM		4107
	001-3200-515.46-03	2,000			
08/10/21	001-3200-515.12-12	64,222	ACCRUAL PAYOUTS RES# 2021-074		4201
08/12/21	001-3200-515.42-00	(136)	OVERSPENT ACCOUNTS		4228
	001-3200-515.46-03	136			
13	Budget Amendments/Transfers			Division 3200 Total $758,910	
3205 - ECONOMIC DEVELOPMENT					
11/10/20	001-3205-559.24-00	2	COVID 19 PAYOUTS RES# 2020-235		558
	001-3205-559.21-00	89			
	001-3205-559.22-00	99			
	001-3205-559.12-12	1,154			
01/12/21	001-3205-554.83-10	54,741	CARES FUNDS #107-2020 RES# 2021-003		1279
05/27/21	001-3205-559.24-00	107	CORR C NEUT PR BUDG CHARLENE NEUTERMAN		3157
	001-3205-559.27-00	1,920			
	001-3205-559.23-00	3,046			
	001-3205-559.21-00	4,638			
	001-3205-559.22-00	16,366			
	001-3205-559.12-00	59,971			
08/12/21	001-3205-559.48-00	(600)	CORR ACCT BDGT ERROR		4228
	001-3205-559.40-00	600			
	001-3205-559.51-00	(18)	OVERSPENT ACCOUNTS		4228
	001-3205-559.55-00	18			
5	Budget Amendments/Transfers			Division 3205 Total $142,133	
3500 - ADMINISTRATION					
11/10/20	001-3500-519.24-00	1	COVID 19 PAYOUTS RES# 2020-235		558
	001-3500-519.21-00	22			
	001-3500-519.12-12	286			
01/26/21	001-3500-519.48-00	(100)	SOLID WASTE TRNG CLASS		1543
	001-3500-519.55-00	100			
04/08/21	001-3500-519.51-00	(16)	ADMIN CELL PHONE		2448
	001-3500-519.41-00	16			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3	Budget Amendments/Transfers		Division 3500 Total	$309	
3510 - STREET MANAGEMENT					
11/05/20	001-3510-541.64-00	(70,000)	ASSIGN AD BUDG PROJ #S		405
	001-3510-541.46-00	(30,000)			
	001-3510-541.46-00	30,000			
	001-3510-541.64-00	70,000			
11/10/20	001-3510-541.46-00	(16,293)	AURORA ST SIDEWALK PROJ RES# 2020-236		555
	001-3510-541.63-00	16,293			
	001-3510-541.63-00	50,000			
	001-3510-541.21-00	52	COVID 19 PAYOUTS RES# 2020-235		558
	001-3510-541.24-00	70			
	001-3510-541.12-12	679			
11/16/20	001-3510-541.63-00	(300,000)	ASSIGN AD BUDG PROJ #S		405
	001-3510-541.63-00	300,000			
11/17/20	001-3510-541.46-00	58,161	R/O PO #75367 Goodson Pav RES# 2020-245		625
	001-3510-541.46-00	2	R/O PO #75368 Goodson Pav RES# 2020-245		625
	001-3510-541.63-04	7,750	R/O PO #76438 Parkit Con RESO #2020-245		625
	001-3510-541.46-00	1	R/P PO #76124 Goodson Pav RES# 2020-245		625
04/13/21	001-3510-541.63-04	(4,402)	CORRECT BUDGET RES# 21-293		2526
06/08/21	001-3510-541.46-00	15,000	ADD'L TIFT / AURORA ST RES# 21-362		3313
	001-3510-541.46-00	200,000	AFB / DIAMND SQ PAVING RES# 2021-043		3312
	001-3510-541.63-00	400,000			
11	Budget Amendments/Transfers		Division 3510 Total	$727,313	
3520 - PARKS & BEAUTIFICATION					
10/27/20	001-3520-572.34-09	16,600	MOWING CONTRACTS SHORTAGE FOR FIRE STATIONS		301
11/05/20	001-3520-572.64-00	(17,000)	ASSIGN AD BUDG PROJ #S		405
	001-3520-572.64-00	17,000			
11/10/20	001-3520-572.21-00	280	COVID 19 PAYOUTS RES# 2020-235		558
	001-3520-572.24-00	372			
	001-3520-572.12-12	3,655			
	001-3520-572.31-13	25,000	FIND - BOAT RAMP REHAB RES# 2020-678		561
	001-3520-572.31-14	30,000	FIND - LEE WENNER DREDGE RES# 2020-677		560
	001-3520-572.31-14	30,000	FIND GRANT DREDGING RES# 2020-233		534
	001-3520-572.31-13	25,000	FIND GRANT LWP RAMP RES# 2020-232		536
12/08/20	001-3520-572.64-00	(14,879)	CORR PROJ # FOR MOWERS		870
	001-3520-572.64-00	14,879			
04/08/21	001-3520-572.46-00	(4,220)	CINTAS UNIFORMS		2448
	001-3520-572.52-00	4,220			
	001-3520-572.46-00	(1,800)	PCARD SPND / TREE SERVICE		2448

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
04/08/21	001-3520-572.49-00	1,800	PCARD SPND / TREE SERVICE	2448
05/11/21	001-3520-572.34-09	2,590	TXF FNDS / BREV MUSEUM RES# 2021-045	2968
05/18/21	001-3520-572.46-00	(10,000)	FY21 OT & OPER COSTS	3011
	001-3520-572.46-02	18	MAKE R&M POSITIVE FY21	3011
	001-3520-572.52-00	9,982	OPERATING COSTS FY21	3011
	001-3520-572.14-00	6,000	OVERTIME COSTS FY21	3011
06/08/21	001-3520-572.34-00	(13,000)	ADDITIONAL MOWING AREAS	3314
	001-3520-572.34-09	13,000		
	001-3520-572.46-00	16,000	AFB PD BLDG REPAIRS RES# 2021-043	3312
07/23/21	001-3520-572.31-11	(12,787)	ASSIGN BUDG TO PROJ #	3926
	001-3520-572.31-11	12,787		
07/27/21	001-3520-572.31-11	(17,213)	RMV EXCS BDGT FOREST GRNT RES# 2021-068	3987
	001-3520-572.31-11	2,050		
	001-3520-572.31-11	2,050		
08/05/21	001-3520-572.52-00	1,600	FND UNIFORMS FOR FY21	4107
08/12/21	001-3520-572.49-00	100	FND ACCTS THROUGH YE	4228
	001-3520-572.46-02	515	GENERATOR REPAIR FS#1	4228
	001-3520-572.12-00	(863)	OVERSPENT ACCOUNTS	4228
	001-3520-572.52-00	301		
	001-3520-572.49-00	47	TAG & TITLE VEHICLE 4125	4228
24 Budget Amendments/Transfers			Division 3520 Total $144,084	
3540 - PUBLIC WORKS- FLEET MAINT				
11/10/20	001-3540-519.24-00	73	COVID 19 PAYOUTS RES# 2020-235	558
	001-3540-519.21-00	199		
	001-3540-519.12-12	2,601		
11/16/20	001-3540-519.64-00	(10,000)	ASSIGN AD BUDG PROJ #S	405
	001-3540-519.64-00	10,000		
04/08/21	001-3540-519.64-00	(6,932)	R WASHINTON DEPLY COSTS	2448
	001-3540-519.49-00	6,932		
05/18/21	001-3540-519.55-00	(180)	CDL / CLASS B LICENSE	3011
	001-3540-519.49-00	180		
	001-3540-519.46-00	(4,000)	DIVIDER & WINDOW CUST SVC	3011
	001-3540-519.46-02	4,000		
07/20/21	001-3540-519.63-00	292,153	REMOVE/REPLACE FUEL TANKS RES# 2021-043	3872
08/05/21	001-3540-519.46-00	(1,200)	FND UNEXPCTD REPAIRS	4107
	001-3540-519.55-00	(815)		
	001-3540-519.52-07	815		
	001-3540-519.46-03	1,200		
08/12/21	001-3540-519.12-00	(1,137)	OVERSPENT ACCOUNTS	4228

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/12/21	001-3540-519.52-07	315	OVERSPENT ACCOUNTS		4228
	001-3540-519.46-03	822			
8	Budget Amendments/Transfers		Division 3540 Total	$295,026	
3560 - FACILITY MANAGEMENT					
11/10/20	001-3560-519.24-00	224	COVID 19 PAYOUTS RES# 2020-235		558
	001-3560-519.21-00	439			
	001-3560-519.12-12	5,739			
11/16/20	001-3560-519.64-00	(173,500)	ASSIGN AD BUDG PROJ #S		405
	001-3560-519.64-00	34,500			
	001-3560-519.64-00	37,000			
	001-3560-519.64-00	45,000			
	001-3560-519.64-00	57,000			
01/12/21	001-3560-519.64-00	35,000	UNBUDG - PD FRONT GATE RES# 2021-003		1279
04/08/21	001-3560-519.12-00	(120)	MID YEAR PAYROLL ADJ		2448
	001-3560-519.20-00	120			
05/01/21	001-3560-519.64-00	10,000	BREVARD MUSEUEM HVAC RES# 2021-045		3009
05/11/21	001-3560-519.34-00	1,470	TXF FNDS / BREV MUSEUM RES# 2021-045		2968
	001-3560-519.46-02	4,190			
	001-3560-519.43-00	8,750			
05/18/21	001-3560-519.64-00	(7,200)	FY21 OT & OPER COSTS		3011
	001-3560-519.64-00	(4,800)			
	001-3560-519.14-00	6,000	OVERTIME COSTS FY21		3011
06/08/21	001-3560-519.46-02	24,000	AFB PD BLDG REPAIRS RES# 2021-043		3312
	001-3560-519.64-00	32,000			
	001-3560-519.64-00	135,000			
	001-3560-519.62-00	352,000			
08/05/21	001-3560-519.46-02	(2,900)	FND UNIFORMS FOR FY21		4107
	001-3560-519.52-00	1,300			
	001-3560-519.64-00	(801)	INCORRECT CHRGE PO 77664 CORR BAF 21064T		4107
	001-3560-519.64-00	801			
08/12/21	001-3560-519.64-00	(4,200)	FND ACCTS THROUGH YE		4228
	001-3560-519.46-03	500			
	001-3560-519.41-00	600			
	001-3560-519.52-00	3,000			
	001-3560-519.12-00	(4,311)	OVERSPENT ACCOUNTS		4228
	001-3560-519.52-00	3,183			
	001-3560-519.41-00	600	STAFF CELL PHONES / VERIZ		4228
	001-3560-519.12-12	528	UNBDGTD ACCRUAL PAYOUTS		4228
15	Budget Amendments/Transfers		Division 3560 Total	$601,112	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3580 - CAPITAL PROJECTS MNGMT					
11/10/20	001-3580-519.24-00	4	COVID 19 PAYOUTS RES# 2020-235		558
	001-3580-519.22-00	46			
	001-3580-519.21-00	160			
	001-3580-519.12-12	2,088			
07/26/21	001-3580-519.62-00	82,500	PARK IMP / BATHROOMS RES# 2021-043		3955
	001-3580-519.62-00	82,500			
	001-3580-519.62-00	82,500			
	001-3580-519.64-00	8,000	PARK IMP / FENCE, BTHROOM RES# 2021-043		3956
	001-3580-519.46-02	40,000			
	001-3580-519.46-02	60,000			
	001-3580-519.63-00	125,000			
	001-3580-519.63-00	130,000			
	001-3580-519.63-00	537,000			
	001-3580-519.31-00	12,000	PARK IMP / PARK UNIFY RES# 2021-043		3957
	001-3580-519.46-00	463,000			
	001-3580-519.62-00	85,000	PARK IMP / PAVILLION RES# 2021-043		3955
	001-3580-519.64-00	625,000	PARK IMP / SPLASH PAD RES# 2021-043		3955
6 Budget Amendments/Transfers				Division 3580 Total $2,334,798	
222 Total Budget Amendments/Transfers			**GENERAL FUND**	**$5,817,525**	
3240 - HOUSING GRANTS					
11/17/20	103-3240-554.83-09	13,780	R/O PO # 76904 Cent Brev RESO #2020-234		625
	103-3240-554.83-00	348	R/O PO #76234 Green Leaf RES# 2020-245		625
	103-3240-554.83-00	8,308	R/O PO #76898 P Lynch Con RES# 2020-245		625
	103-3240-554.83-09	13,237	R/O PO #76903 Salv Army RES# 2020-245		625
	103-3240-554.83-09	13,780	R/O PO #76906 Comm Svcs RES# 2020-245		625
	103-3240-554.83-09	20,670	R/O PO #76938 Salv Army RES# 2020-245		625
	103-3240-554.83-09	20,670	R/O PO #76939 Cent Brev RES# 2020-245		625
12/08/20	103-3240-581.91-01	175,000	BREV CO PMT JLS CONST RES# 2020-248		903
01/26/21	103-3240-554.83-00	(3,500)	INC OP BUDGET DUE TO COVID		1543
	103-3240-554.54-00	1,225			
	103-3240-554.51-00	2,275			
03/23/21	103-3240-554.12-09	20,672	ADMIN COST CARES GRANT RES# 2021-023		2216
04/08/21	103-3240-554.12-00	(392)	MID YEAR PAYROLL ADJ		2448
	103-3240-554.12-12	392			
07/13/21	103-3240-581.91-08	37,000	INC BUDG - ADDL LOAN PMT RES# 2021-063		3810
08/10/21	103-3240-554.83-00	(61,197)	ADDTNL SECT 108 LOAN PMNT RES # 2021-073		4201
	103-3240-581.91-08	61,197			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
13	Budget Amendments/Transfers		Division 3240 Total	$323,465	
	13 Total Budget Amendments/Transfers		**CDBG**	**$323,465**	
3240 - HOUSING GRANTS					
11/17/20	104-3240-554.83-00	260,000	R/O PO #74638 Comm Housg RES# 2020-245		625
04/08/21	104-3240-554.12-00	(98)	MID YEAR PAYROLL ADJ		2448
	104-3240-554.12-12	98			
04/13/21	104-3240-554.83-00	(21,926)	REDUCE HOME CARRY FORWARD RES# 21-265		2524
	104-3240-554.83-00	(260,000)	REV BAF #210-033A PO ROLL RES# 21-265		2524
4	Budget Amendments/Transfers		Division 3240 Total	($21,926)	
	4 Total Budget Amendments/Transfers		**BREVARD COUNTY HOME**	**($21,926)**	
3240 - HOUSING GRANTS					
11/17/20	105-3240-554.83-00	100	R/O PO # 76080 Fed Title RES# 2020-245		625
	105-3240-554.83-00	300	R/O PO #76003 Gr Leaf Hom RESO #2020-234		625
	105-3240-554.83-00	10,000	R/O PO #76898 P Lynch Con RESO #2020-234		625
3	Budget Amendments/Transfers		Division 3240 Total	$10,400	
	3 Total Budget Amendments/Transfers		**SHIP/COCOA HOUSING TRUST**	**$10,400**	
3200 - ADMINISTRATION					
11/10/20	107-3200-515.22-00	24	COVID 19 PAYOUTS RES# 2020-235		558
	107-3200-515.24-00	67			
	107-3200-515.21-00	284			
	107-3200-515.12-12	3,709			
03/09/21	107-3200-515.34-00	(763)	CHROMEBOOK PURCHASE		2023
	107-3200-515.56-15	763			
04/08/21	107-3200-515.52-00	(303)	CHROMEBOOK PURCHASE		2448
	107-3200-515.56-15	303			
	107-3200-515.23-04	(4,265)	MID YEAR PAYROLL ADJ		2448
	107-3200-515.15-00	(240)			
	107-3200-515.12-12	(229)			
	107-3200-515.14-00	(20)			
	107-3200-515.12-00	20			
	107-3200-515.12-00	229			
	107-3200-515.12-00	240			
	107-3200-515.23-00	4,265			
4	Budget Amendments/Transfers		Division 3200 Total	$4,084	
	4 Total Budget Amendments/Transfers		**BUILDING PERMITS**	**$4,084**	
3240 - HOUSING GRANTS					
07/13/21	108-3240-517.71-00	37,000	INC BUDG - ADDL LOAN PMT RES# 2021-063		3810

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/10/21	108-3240-517.71-00	61,197	ADDTNL SECT 108 LOAN PMNT RES # 2021-073		4201
2 Budget Amendments/Transfers			Division 3240 Total	$98,197	
2 Total Budget Amendments/Transfers			**SEC 108 LOAN GUARANTEE**	**$98,197**	
3230 - CRA ADMIN/OPERATIONS					
10/13/20	110-3230-559.39-00	(41)	COCOA CRA LIABILITY INS RES # 20-660		144
	110-3230-559.45-00	41			
	110-3230-559.39-00	(15,000)	LEE WENNER MANGROVE TRIM RES # 20-672		143
	110-3230-559.34-00	15,000			
10/14/20	110-3230-581.91-01	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR		127
	110-3230-559.39-00	91,628			
11/10/20	110-3230-559.39-00	(254)	COVID 19 PAYOUTS RES# 2020-235		558
	110-3230-559.24-00	1			
	110-3230-559.21-00	17			
	110-3230-559.22-00	19			
	110-3230-559.12-12	217			
	110-3230-559.39-00	(5,000)	CRA FINANCIAL STATEMENT RES# 2020-757		559
	110-3230-559.32-00	5,000			
	110-3230-559.39-00	(25,000)	FIND - BOAT RAMP REHAB RES# 2020-678		561
	110-3230-581.91-32	25,000			
	110-3230-559.39-00	(30,000)	FIND - LEE WENNER DREDGE RES# 2020-677		560
	110-3230-581.91-01	30,000			
11/17/20	110-3230-559.63-00	18,664	R/O PO # 76293 Infr Sol RES# 2020-245		625
	110-3230-559.63-00	28,750	R/O PO #74623 Infr Sol RES# 2020-245		625
	110-3230-559.31-00	12,118	R/O PO #76666 Infr Sol RES# 2020-245		625
	110-3230-559.31-00	46,389	R/O PO #76790 S&ME RES# 2020-245		625
12/08/20	110-3230-559.39-00	(4,517)	ISS T/O 2020-14 PKG STUDY RES# 20-820		917
	110-3230-559.31-00	4,517			
	110-3230-559.39-00	(39,918)	LEE WENNER FISH PIER EVAL & DESIGN - RES# 20-823		918
	110-3230-559.31-00	39,918			
02/09/21	110-3230-559.39-00	(60,000)	FIGURINES-GATEWAY PROJ RES# 21-103		1684
	110-3230-559.63-00	60,000			
03/09/21	110-3230-559.39-00	(115,360)	COCOA VILLAGE CROSSWALKS RES# 21-191		2043
	110-3230-559.63-00	115,360			
	110-3230-559.39-00	(830)	CROSSWALK MARKER LIGHTS RES# 21-192		2044
	110-3230-559.52-00	830			
04/05/21	110-3230-559.31-00	(66,087)	LEE WENNER PARKING IMP RES# 21-235		2437
	110-3230-559.63-00	66,087			
05/18/21	110-3230-559.39-00	(5,000)	CRA AUDIT STATEMENTS RES# 20-757		3010
	110-3230-559.32-00	5,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/07/21	110-3230-559.39-00	(11,210)	REPLACE DECORATIVE LIGHTS RES# 21-407		3321
	110-3230-559.46-00	11,210			
08/02/21	110-3230-559.39-00	(800)	CVR INCR IN ALUMINUM COST RES # 21-505		4225
	110-3230-559.63-00	800			
08/05/21	110-3230-559.63-00	(28,750)	CORR ACCT / RECLASS FNDS		4107
	110-3230-559.31-00	28,750			
	110-3230-559.46-00	(11,210)	CORR EXP ACCT / LIGHTS		4107
	110-3230-559.52-00	11,210			
08/12/21	110-3230-559.63-00	(60,000)	BDGT FOR GATEWAY ENTRY RECLASS FROM INFRA		4224
	110-3230-559.64-00	60,000			
08/20/21	110-3230-559.39-00	(66,087)	CORR ACCT ON BAF 21-061-T RES# 21-235		4344
	110-3230-559.31-00	66,087			
24	Budget Amendments/Transfers			Division 3230 Total $105,921	
	24 Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$105,921**	
3230 - CRA ADMIN/OPERATIONS					
10/19/20	111-3230-559.39-00	(5,000)	CRA AUDIT STATEMENTS RES# 20-711		2984
	111-3230-559.32-00	5,000			
	111-3230-559.39-00	(50)	DMND SQ LIABILITY INS RES # 20-701		209
	111-3230-559.45-00	50			
11/10/20	111-3230-559.39-00	(87)	COVID 19 PAYOUTS RES# 2020-235		558
	111-3230-559.24-00	1			
	111-3230-559.21-00	6			
	111-3230-559.22-00	7			
	111-3230-559.12-12	73			
11/17/20	111-3230-559.39-00	(3,100)	APP / SURVEY 2 PARCELS RES# 2020-786		594
	111-3230-559.31-00	3,100			
02/09/21	111-3230-559.39-00	(3,600)	SIGN REPAIR / REPLACE CRA RES# 21-102		1685
	111-3230-559.46-00	3,600			
03/15/21	111-3230-559.39-00	(600)	INC LEGAL SVCS ACCT DSCRA RES# 21-165		2161
	111-3230-559.31-01	600			
05/17/21	111-3230-559.39-00	(6,000)	10 SMER CAMP SCHOLRSHPS JLS CNTR - RES # 21-348		3155
	111-3230-559.49-00	6,000			
07/21/21	111-3230-559.39-00	(600)	COVER DM SQ LEGAL EXP RES #21-482		3897
	111-3230-559.31-01	600			
8	Budget Amendments/Transfers			Division 3230 Total $0	
	8 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
11/17/20	112-3230-559.31-01	265	R/O PO # 75259 J Colombo RES# 2020-245		625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/16/21	112-3230-559.32-00	5,000	US1 CRA AUDIT COSTS		3498
2 Budget Amendments/Transfers			Division 3230 Total	$5,265	
2 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**$5,265**	
1510 - FINANCE UTILITY ACCOUNTNG					
07/20/21	130-1510-536.83-02	180,000	ARPA / UTIL BILL PAY CTY RES# 2021-044		3874
1 Budget Amendments/Transfers			Division 1510 Total	$180,000	
3560 - FACILITY MANAGEMENT					
08/30/21	130-3560-519.64-00	5,310	PORCHER HOUSE HVAC REPL RES# 2021-059		4448
1 Budget Amendments/Transfers			Division 3560 Total	$5,310	
2 Total Budget Amendments/Transfers			**AMERICAN RESCUE PLAN FUND**	**$185,310**	
2100 - POLICE ADMIN/OPERATIONS					
04/27/21	141-2100-521.55-00	9,130	BAF 20-086-T FOR PO ROLL RES# 2021-039		2711
1 Budget Amendments/Transfers			Division 2100 Total	$9,130	
1 Total Budget Amendments/Transfers			**LAW ENFORCEMENT TRUST**	**$9,130**	
3580 - CAPITAL PROJECTS MNGMT					
12/08/20	303-3580-519.63-00	1,500,000	FISKE BLVD COMPLETE ST PR RES# 2020-249		904
06/01/21	303-3580-541.63-09	2,319,585	FISKE BLVD GRANT PROC RES# 2021-050		3243
2 Budget Amendments/Transfers			Division 3580 Total	$3,819,585	
2 Total Budget Amendments/Transfers			**FISKE BV CMPLT STRTSCAPE**	**$3,819,585**	
1506 - INVENTORY					
11/10/20	421-1506-536.24-00	2	COVID 19 PAYOUTS RES# 2020-235		558
	421-1506-536.21-00	66			
	421-1506-536.12-12	863			
12/08/20	421-1506-536.52-00	(138)	CELL PHONE / WAREHOUSE		870
	421-1506-536.41-00	138			
2 Budget Amendments/Transfers			Division 1506 Total	$931	
1515 - UTILITY SUPPORT SERVICES					
11/10/20	421-1515-536.22-00	89	COVID 19 PAYOUTS RES# 2020-235		558
	421-1515-536.24-00	260			
	421-1515-536.21-00	556			
	421-1515-536.12-12	7,262			
11/16/20	421-1515-536.64-00	(61,500)	ASSIGN AD BUDG PROJ #S		405
	421-1515-536.64-00	61,500			
04/08/21	421-1515-536.52-30	(185)	MAILBOX HIT BY CITY VEH		2448
	421-1515-536.46-00	185			
	421-1515-536.12-00	(968)	MID YEAR PAYROLL ADJ		2448

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
04/08/21	421-1515-536.12-12	968	MID YEAR PAYROLL ADJ	2448
08/05/21	421-1515-536.52-30	(6,000)	FUND FY21 EXPNSE PROJECT	4107
	421-1515-536.46-03	6,000		
08/12/21	421-1515-536.12-00	(4,322)	OVERSPENT ACCOUNTS	4228
	421-1515-536.46-03	1,973	SPACE COAST AUTO SUPPLY	4228
	421-1515-536.12-12	2,349	UNBDGTD ACCRUAL PAYOUTS	4228
8	Budget Amendments/Transfers		Division 1515 Total $8,167	
4010 - WATER ADMINISTRATION				
10/27/20	421-4010-536.31-33	(38,952)	BENTEK BROKER CONSULT FEE	281
	421-4010-536.31-00	38,952		
11/10/20	421-4010-536.39-00	(75,000)	CLOSING COSTS W/S REV BND RES# 2020-231	554
	421-4010-536.73-00	75,000		
	421-4010-536.39-00	(81,502)	COVID 19 PAYOUTS RES# 2020-235	558
	421-4010-536.22-00	31		
	421-4010-536.24-00	31		
	421-4010-536.21-00	239		
	421-4010-536.12-12	3,123		
11/16/20	421-4010-536.64-00	(41,900)	ASSIGN AD BUDG PROJ #S	405
	421-4010-536.64-00	17,000		
	421-4010-536.64-00	24,900		
11/17/20	421-4010-536.31-01	2,421	R/O PO # 76240 Kirwin N RES# 2020-245	625
	421-4010-536.31-00	15,743	R/O PO #76150 Stantec RES# 2020-245	625
	421-4010-536.31-00	51,907	R/O PO #76942 Jacobs RES# 2020-245	625
	421-4010-536.56-15	7,750	R/O PO #76965 Cleargov RES# 2020-245	625
12/08/20	421-4010-536.39-00	(256,410)	RELOC TWO FORCE MAINS RES# 2020-251	905
	421-4010-536.31-00	17,550	STANTEC RATE STUDY C/O RES# 2020-249	904
01/12/21	421-4010-536.39-00	(91,770)	B MAYER TO / Area J&K GS RES #2021-002	1278
	421-4010-581.91-01	91,770	B MAYER TO / Area J&K GS SEWERS - RES #2021-002	1278
02/09/21	421-4010-536.39-00	(101,900)	TO 2021-21 / COCOA GROVE RES# 2021-008	1655
02/23/21	421-4010-536.39-00	(223,661)	RICHLAND VALVE/TAP RES# 2021-010	1846
03/09/21	421-4010-581.91-24	31,615	ADD FNDS DYAL FILTER #2 RES# 2021-015	2022
	421-4010-536.31-00	(7,647)	JUMPER METER / ENG INSPEC	2023
	421-4010-536.64-00	(17,000)	NEW LAB REFRIDGERATOR	2023
	421-4010-536.52-00	17,000		
04/27/21	421-4010-581.91-24	217,745	SULFUREATORS ROOF / WALLS RES # 2021-036	2710
	421-4010-581.91-24	162,842	SULFUREATORS ROOF / WALLS RES# 2021-037	2710
	421-4010-581.91-24	27,029	WS16MM MOVED TO 424 FND RES# 2021-039	2711
05/11/21	421-4010-581.91-26	927,731	FY19JE 12-24A /2019-05271 DUP ENTRY / RES# 2021-042	2927
05/25/21	421-4010-536.39-00	7,252	RECL SRF DS BUDG- S2020 RES# 2021-049	3156

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
06/18/21	421-4010-581.91-01	(91,770)	CORRECTING "TSFR TO" ACT	3584
	421-4010-581.91-24	91,770		
07/27/21	421-4010-581.91-24	34,155	ADD CEMENT MORTAR & LINER RES# 2021-064	3986
	421-4010-536.39-00	(246,325)	REMOVE/REPLACE FUEL TANKS RES# 2021-062	3992
	421-4010-536.63-00	246,325		
08/12/21	421-4010-536.12-00	(12,543)	OVERSPENT ACCOUNTS	4228
	421-4010-536.49-00	12,543		
26	Budget Amendments/Transfers		Division 4010 Total $836,044	
4020 - DYAL PLANT				
10/27/20	421-4020-536.46-02	(49,000)	Spectrum Network Service Banana River & Viera	304
	421-4020-536.46-02	49,000		
11/10/20	421-4020-536.22-00	125	COVID 19 PAYOUTS RES# 2020-235	558
	421-4020-536.24-00	855		
	421-4020-536.21-00	1,848		
	421-4020-536.12-12	24,153		
	421-4020-536.46-00	(36,458)	PRCHSE BYPASS PUMP RES# 2020-237	553
	421-4020-536.64-00	36,458		
11/16/20	421-4020-536.63-00	(160,000)	ASSIGN AD BUDG PROJ #S	405
	421-4020-536.63-00	160,000		
11/17/20	421-4020-536.63-00	59,611	R/O PO # 76439 Jacobs RES# 2020-245	625
	421-4020-536.46-00	91,484	R/O PO # 76864 Ring Power RES# 2020-245	625
	421-4020-536.64-00	186,195	R/O PO # 76947 Xylem RES# 2020-245	625
	421-4020-536.46-00	61,276	R/O PO #75893 CE Power RES# 2020-245	625
	421-4020-536.46-00	4,794	R/O PO #75906 Ring Power RES# 2020-245	625
	421-4020-536.34-00	3,223	R/O PO #76448 BioTech RES# 2020-245	625
	421-4020-536.31-03	9,280	R/O PO #76475 Vortex RES# 2020-245	625
	421-4020-536.46-00	3,396	R/O PO #76934 Blind Spot RES# 2020-245	625
	421-4020-536.46-02	(49,000)	SPECTRUM NETWORK SERVICE RES# 2020-219	595
	421-4020-536.41-00	49,000		
12/08/20	421-4020-536.56-15	23,400	FINISH FIBER RING INSTALL	870
	421-4020-536.64-00	23,890	PURCHASE LAWNMOWERS	870
	421-4020-536.46-02	(47,290)	PURCHASE LAWNMOWERS & FINISH FIBER RING INSTALL	870
03/09/21	421-4020-536.46-00	(31,615)	ADD FNDS DYAL FILTER #2 RES# 2021-015	2022
04/13/21	421-4020-536.46-00	(60,000)	DYAL WTP / AMMONIUM SULFA RES# 21-188	2523
	421-4020-536.52-09	(27,333)		
	421-4020-536.52-09	87,333		
	421-4020-536.43-00	(90,000)	DYAL WTP OPER EXPENSES RES# 21-262	2522
	421-4020-536.46-00	(49,000)		
	421-4020-536.52-00	1,026		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
04/13/21	421-4020-536.52-00	5,820	DYAL WTP OPER EXPENSES RES# 21-262	2522
	421-4020-536.52-00	7,495		
	421-4020-536.52-00	12,611		
	421-4020-536.52-00	14,000		
	421-4020-536.52-00	98,048		
04/27/21	421-4020-536.46-00	(147,590)	SULFUREATORS ROOF / WALLS RES # 2021-036	2710
	421-4020-536.46-00	(70,155)		
	421-4020-536.46-00	(160,000)	SULFUREATORS ROOF / WALLS RES# 2021-037	2710
	421-4020-536.46-00	(2,842)		
05/18/21	421-4020-536.34-00	(20,000)	EMPIRE CONSULTING FY21	3011
	421-4020-536.56-15	20,000		
06/08/21	421-4020-536.46-00	(49,000)	AMMONIUM SULFATE FOR FY21	3314
	421-4020-536.52-00	4,000		
	421-4020-536.52-00	45,000		
	421-4020-536.43-00	(9,118)	NEW BLOWER / DYAL PLANT	3314
	421-4020-536.64-00	9,118		
07/13/21	421-4020-536.31-03	65,000	INC SCADA UPGR BUDGET RES# 2021-056	3809
07/27/21	421-4020-536.43-00	(34,155)	ADD CEMENT MORTAR & LINER RES# 2021-064	3986
	421-4020-536.46-02	(25,344)	CST ASSOC W/ NEW A/C UNIT RES# 2021-066	3991
	421-4020-536.64-00	25,344		
08/12/21	421-4020-536.64-00	(25,344)	ADD PROJ# TO BAF 21-091-T	4228
	421-4020-536.64-00	25,344		
	421-4020-536.54-00	33	AWA LARGE STUDY	4228
	421-4020-536.55-00	(10,000)	INCREASE IN FUEL COSTS	4228
	421-4020-536.52-30	10,000		
	421-4020-536.55-00	(10,000)	MATERIAL TO FILL POTHOLES	4228
	421-4020-536.53-00	10,000		
	421-4020-536.12-00	(6,746)	UNBDGTD ACCRUAL PAYOUTS	4228
	421-4020-536.12-12	6,713		
32 Budget Amendments/Transfers			Division 4020 Total $64,883	
4025 - WATER FIELD OPERATIONS				
11/10/20	421-4025-536.24-00	500	COVID 19 PAYOUTS RES# 2020-235	558
	421-4025-536.21-00	1,064		
	421-4025-536.12-12	13,905		
11/16/20	421-4025-536.64-00	(354,440)	ASSIGN AD BUDG PROJ #S	405
	421-4025-536.64-00	11,050		
	421-4025-536.64-00	123,858		
	421-4025-536.64-00	219,532		
11/17/20	421-4025-536.46-00	133,948	R/O PO #75930 Goodson RES# 2020-245	625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/17/20	421-4025-536.46-00	721	R/O PO #76406 Mead & Hunt RES# 2020-245	625
	421-4025-536.46-00	56,743	R/O PO #76628 DP Develop RES# 2020-245	625
	421-4025-536.46-00	4,507	R/O PO #76777 Mead & Hunt RES# 2020-245	625
	421-4025-536.46-00	3,900	R/O PO #76959 Dial Plbg RES# 2020-245	625
	421-4025-536.56-15	19,038	R/O PO #76964 Morse Comm RES# 2020-245	625
	421-4025-536.55-00	5,480	R/O PO #76987 FW&PCOA RES# 2020-245	625
02/23/21	421-4025-536.46-00	223,661	RICHLAND VALVE/TAP RES# 2021-010	1846
04/08/21	421-4025-536.12-00	(152)	ACCRUAL PAYOUTS	2448
	421-4025-536.12-12	152		
08/12/21	421-4025-536.49-00	1,331	OVERSPENT ACCOUNTS	4228
	421-4025-536.12-00	(8,048)	UNBDGTD ACCRUAL PAYOUTS	4228
	421-4025-536.12-12	6,717		
13	Budget Amendments/Transfers		Division 4025 Total $463,467	
4055 - ENGINEERING				
11/10/20	421-4055-536.24-00	59	COVID 19 PAYOUTS RES# 2020-235	558
	421-4055-536.22-00	81		
	421-4055-536.21-00	418		
	421-4055-536.12-12	5,454		
11/16/20	421-4055-536.63-00	(144,141)	ASSIGN AD BUDG PROJ #S	405
	421-4055-536.63-00	43,808		
	421-4055-536.63-00	100,333		
11/17/20	421-4055-536.31-03	12,978	R/O PO # 75740 Bussen May RES# 2020-245	625
	421-4055-536.63-00	27,271	R/O PO # 76691 Carollo RES# 2020-245	625
	421-4055-536.63-00	167,104	R/O PO # 76901 Carollo RES# 2020-245	625
	421-4055-536.63-00	143,094	R/O PO # 76986 Jacobs RES# 2020-245	625
	421-4055-536.63-00	3,182	R/O PO #71688 Mead & Hunt RES# 2020-245	625
	421-4055-536.63-00	1,005	R/O PO #71946 Bussen May RES# 2020-245	625
	421-4055-536.63-00	27,029	R/O PO #74901 Mead & Hunt RES# 2020-245	625
	421-4055-536.31-03	9,120	R/O PO #75744 Bussen May RES# 2020-245	625
	421-4055-536.63-00	420,315	R/O POn #71924 Brandes RES# 2020-245	625
12/08/20	421-4055-536.63-00	83,490	CAPE CAN WM REPL RES# 2020-249	904
	421-4055-536.63-00	123,061	FORCE MAIN REPAIRS RES# 2020-249	904
	421-4055-536.63-00	210,572	IND PK PUMP STN RES# 2020-249	904
	421-4055-536.63-00	256,410	RELOC TWO FORCE MAINS RES# 2020-251	905
01/12/21	421-4055-536.63-00	200,000	ADD FNDS PROJ WS20GT RES# 2021-003	1279
02/09/21	421-4055-536.63-00	101,900	TO 2021-21 / COCOA GROVE RES# 2021-008	1655
03/09/21	421-4055-536.46-00	7,647	JUMPER METER / ENG INSPEC	2023
04/08/21	421-4055-536.12-00	(1,095)	ACCRUAL PAYOUTS	2448

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/08/21	421-4055-536.12-12	1,095	ACCRUAL PAYOUTS		2448
	421-4055-536.49-00	(368)	PURCHASE CHROMEBOOK		2448
	421-4055-536.52-00	368			
04/27/21	421-4055-536.31-03	178,052	MOV BDGT FOR PO 77279 RES# 2021-039		2711
	421-4055-536.63-00	(27,029)	WS16MM MOVED TO 424 FND RES# 2021-039		2711
07/27/21	421-4055-536.63-00	1,003,054	INC PINEDA PROJ BUDG RES# 2021-070		3988
08/12/21	421-4055-536.46-00	254	OVERSPENT ACCOUNTS		4228
	421-4055-536.52-00	407			
	421-4055-536.12-00	(2,557)	UNBDGTD ACCRUAL PAYOUTS		4228
	421-4055-536.12-12	1,896			
25	Budget Amendments/Transfers			Division 4055 Total $2,954,267	
4120 - WATER RECLAMATION					
11/10/20	421-4120-536.22-00	109	COVID 19 PAYOUTS RES# 2020-235		558
	421-4120-536.24-00	330			
	421-4120-536.21-00	924			
	421-4120-536.12-12	12,075			
11/16/20	421-4120-536.64-00	(77,341)	ASSIGN AD BUDG PROJ #S		405
	421-4120-536.64-15	(10,000)			
	421-4120-536.64-15	10,000			
	421-4120-536.64-00	37,280			
	421-4120-536.64-00	40,061			
12/22/20	421-4120-536.52-00	(368)	CORR NEG BAL W/S ACCTS		1067
	421-4120-536.41-00	368			
01/26/21	421-4120-536.52-00	(2,600)	COVER DEP FINE		1543
	421-4120-536.49-00	2,600			
	421-4120-536.64-00	(5,540)	REBDGT / NOT CAPITAL		1543
	421-4120-536.52-00	5,540			
03/09/21	421-4120-536.52-00	(6,000)	ANNUAL FL DEP RENEWAL		2023
	421-4120-536.49-00	6,000			
	421-4120-536.52-00	(300)	CLASSIFIED ADS		2023
	421-4120-536.49-00	300			
04/08/21	421-4120-536.12-00	(1,081)	CARROLO ENG / PO 77296		2448
	421-4120-536.31-03	1,081			
	421-4120-536.46-02	(5,771)	DEP ANNUAL SERVICE FEE		2448
	421-4120-536.49-00	5,771			
04/27/21	421-4120-536.63-00	45,243	BRANDES DESIGN PO 071959 RES# 2021-039		2711
	421-4120-536.46-00	(149,643)	CORR GL ACCT PO 77296 RES# 2021-039		2711
	421-4120-536.56-15	600			
	421-4120-536.31-03	149,043			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/18/21	421-4120-536.52-00	(2,700)	BUY 4 FLYGT-2085 PUMPS		3011
	421-4120-536.64-00	2,700			
06/08/21	421-4120-536.46-00	(2,500)	BUILDING MAINTENANCE		3314
	421-4120-536.46-02	2,500			
07/27/21	421-4120-536.52-09	(15,000)	CLARIFIER ARM REPAIR RES# 2021-061		3990
	421-4120-536.55-00	(12,000)			
	421-4120-536.64-15	(10,000)			
	421-4120-536.44-00	(4,000)			
	421-4120-536.46-00	41,000			
	421-4120-536.63-00	2,836,252	PROV BUDG FOR PINEDA RES# 2021-069		3989
08/12/21	421-4120-536.12-12	14,221	UNBDGTD ACCRUAL PAYOUTS		4228
16 Budget Amendments/Transfers			Division 4120 Total	$2,909,154	
4125 - SEWER FIELD OPERATIONS					
10/13/20	421-4125-536.46-00	(52,859)	TO 2021-17 / CAROLLO ENG RES # 20-210		126
	421-4125-536.31-03	52,859			
11/10/20	421-4125-536.24-00	231	COVID 19 PAYOUTS RES# 2020-235		558
	421-4125-536.21-00	487			
	421-4125-536.12-12	6,362			
11/16/20	421-4125-536.64-15	(130,000)	ASSIGN AD BUDG PROJ #S		405
	421-4125-536.64-15	130,000			
11/17/20	421-4125-536.46-00	3,060	R/O PO # 76711 EJ USA RES# 2020-245		625
	421-4125-536.46-00	7,430	R/O PO # 76954 Barneys RES# 2020-245		625
	421-4125-536.46-00	3,300	R/O PO # 76955 Graybar RES# 2020-245		625
	421-4125-536.64-00	149,980	R/O PO #76667 Mid Fl Dies RES# 2020-245		625
04/08/21	421-4125-536.12-00	(311)	ACCRUAL PAYOUTS		2448
	421-4125-536.12-12	311			
08/12/21	421-4125-536.52-30	1,528	INCREASE IN FUEL COSTS		4228
	421-4125-536.12-00	(14,221)	UNBDGTD ACCRUAL PAYOUTS		4228
	421-4125-536.12-12	2,469			
	421-4125-536.12-00	(25,523)	UNBDGTD ACCRUAL PAYOUTS OVERTIME & FUEL COSTS		4228
	421-4125-536.14-00	21,526	UNBDGTD OVERTIME PAY		4228
12 Budget Amendments/Transfers			Division 4125 Total	$156,629	
134 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$7,393,542**	
3570 - STORMWATER UTILITY					
10/27/20	423-3570-538.31-33	(1,901)	BENTEK BROKER CONSULT FEE		281
	423-3570-538.31-00	1,901			
	423-3570-538.39-00	(28,736)	Wilson Ave SW pipe		302
	423-3570-538.63-00	28,736			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/10/20	423-3570-538.63-00	(35,550)	CORR ACCT - DRAINAGE PROJ RES# 2020-238	540
	423-3570-538.64-00	35,550		
	423-3570-538.39-00	(2,754)	COVID 19 PAYOUTS RES# 2020-235	558
	423-3570-538.22-00	38		
	423-3570-538.21-00	177		
	423-3570-538.24-00	235		
	423-3570-538.12-12	2,304		
11/16/20	423-3570-538.63-00	(480,000)	ASSIGN AD BUDG PROJ #S	405
	423-3570-538.31-33	(6,946)		
	423-3570-538.52-33	(3,528)		
	423-3570-538.52-33	3,528		
	423-3570-538.31-33	6,946		
	423-3570-538.63-00	45,000		
	423-3570-538.63-00	45,000		
	423-3570-538.63-00	50,000		
	423-3570-538.63-00	50,000		
	423-3570-538.63-00	100,000		
	423-3570-538.63-00	190,000		
11/17/20	423-3570-538.46-00	92,576	R/O PO # 76547 C&D Const RES# 2020-245	625
	423-3570-538.64-00	(972)	R/O PO #76209 Mead & Hunt RES# 2020-245	625
	423-3570-538.63-00	1,213	R/O PO #76209 Mead & Hunt RESO #2020-245	625
	423-3570-538.63-00	45,460	R/O PO #76945 Infr Sol RES# 2020-245	625
12/08/20	423-3570-538.63-00	(972)	CORR BDGT - PO 76209 FISKE BLVD IMPROVEMENTS	870
	423-3570-538.64-00	972		
12/11/20	423-3570-538.34-10	(27,979)	CORR ACCT # TX COLL FEE FEES	933
	423-3570-538.34-00	27,979		
02/23/21	423-3570-538.39-00	(7,647)	FLOATING WETLAND PROJECT RES# 2021-012	1845
	423-3570-538.63-00	7,647		
03/17/21	423-3570-538.31-00	(2,500)	SAMSARA VEHICLE GPS SVC	2114
	423-3570-538.56-15	2,500		
04/08/21	423-3570-538.12-00	(100)	MID YEAR PAYROLL ADJ	2448
	423-3570-538.12-12	100		
	423-3570-538.63-00	(45,000)	PROJECT TXFR STORMWATER	2448
	423-3570-538.63-00	(10,890)		
	423-3570-538.63-00	14,020		
	423-3570-538.63-00	41,870		
05/18/21	423-3570-538.63-00	(30,000)	FUND MAINT FOR DIV EQUIP	3011
	423-3570-538.46-00	30,000		
07/27/21	423-3570-538.39-00	(34,371)	REMOVE/REPLACE FUEL TANKS RES# 2021-062	3992
	423-3570-538.63-00	34,371		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/12/21	423-3570-538.12-00	(8,794)	FUND ACCOUNTS TO YE		4228
	423-3570-538.63-00	(10,000)	INCREASE IN FUEL COSTS		4228
	423-3570-538.52-30	6,840			
	423-3570-538.52-30	10,000			
	423-3570-538.45-00	1,676	JUNE AUTO INSURANCE		4228
	423-3570-538.20-00	120	NEW EMP SHOE - AULABAUGH		4228
	423-3570-538.63-00	(17,500)	RENTAL OF A VAC-CON		4228
	423-3570-538.44-00	17,500			
	423-3570-538.63-00	(33,502)	ROADWAY ELEVATION PROJ		4228
	423-3570-538.63-00	33,502			
	423-3570-538.14-00	158	UNBDGTD OVERTIME PAY		4228
24	Budget Amendments/Transfers			Division 3570 Total $138,277	
	24 Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$138,277**	
4020 - DYAL PLANT					
11/16/20	424-4020-536.63-00	(1,600,000)	ASSIGN AD BUDG PROJ #S		405
	424-4020-536.64-15	(250,000)			
	424-4020-536.64-00	(200,000)			
	424-4020-536.64-00	200,000			
	424-4020-536.63-00	250,000			
	424-4020-536.63-00	250,000			
	424-4020-536.64-15	250,000			
	424-4020-536.63-00	500,000			
	424-4020-536.63-00	600,000			
01/26/21	424-4020-536.64-15	(12,856)	CORR PROJ # PO 77373		1543
	424-4020-536.64-15	12,856			
03/09/21	424-4020-536.63-00	(250,000)	ADD FNDS DYAL FILTER #2 RES# 2021-015		2022
	424-4020-536.63-00	31,615			
	424-4020-536.63-00	250,000			
04/27/21	424-4020-536.63-00	217,745	SULFUREATORS ROOF / WALLS RES # 2021-036		2710
	424-4020-536.63-00	162,842	SULFUREATORS ROOF / WALLS RES# 2021-037		2710
07/13/21	424-4020-536.64-15	65,000	INC SCADA UPGR BUDGET RES# 2021-056		3809
07/27/21	424-4020-536.63-00	34,155	ADD CEMENT MORTAR & LINER RES# 2021-064		3986
08/24/21	424-4020-536.63-00	(68,000)	DYAL WELL FIELD MAINT RES# 2021-076		4393
	424-4020-536.63-00	68,000			
	424-4020-536.63-00	(500,000)	RECOAT OZONE CONTACT UNIT RES# 2021-078		4389
	424-4020-536.63-00	(487,074)			
	424-4020-536.64-00	(200,000)			
	424-4020-536.63-00	1,187,074			
9	Budget Amendments/Transfers			Division 4020 Total $511,357	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4025 - WATER FIELD OPERATIONS					
04/13/21	424-4025-536.63-00	102,707	INTERLOCAL / COCOA BEACH RES# 21-258		2525
1	Budget Amendments/Transfers		Division 4025 Total	$102,707	
4055 - ENGINEERING					
11/16/20	424-4055-536.63-00	(7,144,879)	ASSIGN AD BUDG PROJ #S		405
	424-4055-536.63-06	(1,090,000)			
	424-4055-536.63-00	50,000			
	424-4055-536.63-00	120,000			
	424-4055-536.63-00	300,000			
	424-4055-536.63-00	860,879			
	424-4055-536.63-00	964,000			
	424-4055-536.63-00	1,000,000			
	424-4055-536.63-06	1,090,000			
	424-4055-536.63-00	1,350,000			
	424-4055-536.63-00	2,500,000			
01/12/21	424-4055-536.63-00	14,800	B MAYER TO / Area J&K GS SEWERS - RES #2021-002		1278
	424-4055-536.63-00	76,970			
04/13/21	424-4055-536.63-00	(102,707)	INTERLOCAL / COCOA BEACH RES# 21-258		2525
04/27/21	424-4055-536.63-00	(178,052)	MOV BDGT FOR PO 77279 RES# 2021-039		2711
	424-4055-536.63-00	27,029	WS16MM MOVED TO 424 FND RES# 2021-039		2711
5	Budget Amendments/Transfers		Division 4055 Total	($161,960)	
4120 - WATER RECLAMATION					
11/16/20	424-4120-536.63-00	(525,000)	ASSIGN AD BUDG PROJ #S		405
	424-4120-536.63-00	525,000			
1	Budget Amendments/Transfers		Division 4120 Total	$0	
4125 - SEWER FIELD OPERATIONS					
11/16/20	424-4125-536.63-00	(675,000)	ASSIGN AD BUDG PROJ #S		405
	424-4125-536.63-00	275,000			
	424-4125-536.63-00	400,000			
04/27/21	424-4125-536.63-00	(65,405)	INSITUFORM CHANGE ORDER RES# 2021-035		2714
	424-4125-536.63-00	65,405			
2	Budget Amendments/Transfers		Division 4125 Total	$0	
18	Total Budget Amendments/Transfers		**RENEWAL & REPLACE FUND**	**$452,104**	
4700 - DEBT SERVICE					
12/22/20	425-4700-517.72-12	(1,696,550)	CORR ACCT # FY21 INT BUDG		1066
	425-4700-517.72-13	(965,200)			
	425-4700-517.72-11	(746,147)			
	425-4700-517.72-14	(375,314)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/22/20	425-4700-517.72-09	(280,225)	CORR ACCT # FY21 INT BUDG		1066
	425-4700-591.72-09	280,225			
	425-4700-591.72-14	375,314			
	425-4700-591.72-11	746,147			
	425-4700-591.72-13	965,200			
	425-4700-591.72-12	1,696,550			
05/25/21	425-4700-517.71-14	(1,751,170)	RECL SRF DS BUDG- S2020 RES# 2021-049		3156
	425-4700-591.72-14	(330,814)			
	425-4700-581.91-21	7,252			
	425-4700-591.72-15	133,732			
	425-4700-517.71-15	1,941,000			
2	Budget Amendments/Transfers			Division 4700 Total	$0
	2 Total Budget Amendments/Transfers		**W/S RESTRICTED ASSETS**	**$0**	
4010 - WATER ADMINISTRATION					
12/08/20	426-4010-536.31-00	1,800	INVESTMT FEES RES# 2020-249		904
05/11/21	426-4010-581.91-21	276,677	FY19JE 12-24A /2019-05271 DUP ENTRY / RES# 2021-042		2927
2	Budget Amendments/Transfers			Division 4010 Total	$278,477
4055 - ENGINEERING					
11/17/20	426-4055-536.63-00	238,436	R/O PO # 74898 CH2M Hill RES# 2020-245		625
	426-4055-536.62-00	5,998,561	R/O PO # 76454 Wh Smith RES# 2020-245		625
	426-4055-536.63-00	1,941,791	R/O PO #76379 CH2M Hill RES# 2020-245		625
	426-4055-536.63-00	8,400,780	R/O PO #76454 Wh Smith RES# 2020-245		625
	426-4055-536.63-00	392,307	R/O PO# 76378 CH2M Hill RES# 2020-245		625
	426-4055-536.63-00	248,830	R/O PO# 76789 Stewarts El RES# 2020-245		625
	426-4055-536.64-00	1,705,105	R/O PO#76454 Wh Smith RES# 2020-245		625
12/08/20	426-4055-536.63-00	1,800,673	CCRIP/BOND INT RES# 2020-249		904
	426-4055-536.63-00	9,546,142	PINEDA SUB AQ PIPE RES# 2020-249		904
01/15/21	426-4055-536.63-00	(815,628)	CORR PROJ # FOR CCRIP SECURITY PROJ		1305
	426-4055-536.63-00	815,628			
05/11/21	426-4055-536.63-00	383,972	ALLOC FY20 INT EARNED W/S REV BOND / RES 21-042		2927
	426-4055-536.64-00	(225,748)	PO 76454 CCRIP CO #1 RES# 2021-042		2927
	426-4055-536.62-00	18,218			
	426-4055-536.63-00	207,530			
	426-4055-536.63-00	(57,617)	REALLOC W/S REV BOND FOR INTEREST PD / RES# 21-042		2927
	426-4055-536.63-00	572	REALLOCATE UNPSENT FY20 MGMT FEES / RES# 2021-042		2927
07/27/21	426-4055-536.63-00	165,491	PROV BUDG FOR PINEDA RES# 2021-069		3989
	426-4055-536.63-00	2,670,762			
15	Budget Amendments/Transfers			Division 4055 Total	$33,435,805

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
4120 - WATER RECLAMATION				
11/17/20	426-4120-536.63-00	6,434	R/O PO # 74875 Carollo RES# 2020-245	625
12/08/20	426-4120-536.63-00	2,670,762	SELLERS FLOW IMPR RES# 2020-249	904
07/27/21	426-4120-536.63-00	(2,670,762)	PROV BUDG FOR PINEDA RES# 2021-069	3989
	426-4120-536.63-00	(165,491)		
3 Budget Amendments/Transfers			Division 4120 Total	($159,057)
20 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**$33,555,225**

485 Transfers & Amendments between 10/1/2020 and 8/31/2021

FY 2021 TOTAL TRANSFERS & AMENDMENTS **51,896,104**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

FY 2021 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 8/31/2021

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/13/20	001-0000-369.96-00	3,870	INS PROCEEDS PD VEHICLE K-9 CAGE PORTION	125
	001-0000-331.20-19	16,617	JAG GRANT CAMERAS RES # 20-213	124
10/14/20	001-0000-381.91-10	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR	127
10/27/20	001-0000-366.10-15	33,180	Firehouse Sub Grant Hydraulic Equipment	303
11/05/20	001-0000-331.20-15	(126,896)	ASSIGN AD BUDG PROJ #S	405
	001-0000-389.99-50	(105,000)		
	001-0000-331.20-16	(10,000)		
	001-0000-331.20-16	10,000		
	001-0000-389.99-50	35,000		
	001-0000-389.99-50	70,000		
	001-0000-331.20-15	126,896		
11/10/20	001-0000-337.40-02	50,000	AURORA ST SIDEWALK PROJ RES# 2020-236	555
	001-0000-381.91-10	25,000	FIND - BOAT RAMP REHAB RES# 2020-678	561
	001-0000-381.91-10	30,000	FIND - LEE WENNER DREDGE RES# 2020-677	560
	001-0000-337.30-17	30,000	FIND GRANT DREDGING RES# 2020-233	534
	001-0000-337.30-18	25,000	FIND GRANT LWP RAMP RES# 2020-232	536
	001-0000-331.20-21	16,980	FY21 BPV GRANT 0410 RES# 2020-228	547
	001-0000-331.20-15	(32,273)	RED FY21 VOCA GR AWARD RES# 2020-230	551
11/17/20	001-0000-389.99-50	171,687	FY21 PO ROLLOVER RES# 2020-245	625
12/08/20	001-0000-389.99-50	(175,000)	BREV CO PMT JLS CONST RES# 2020-248	903
	001-0000-381.91-03	175,000		
	001-0000-389.99-50	12,000	CAFR CONVERSION SOFTWARE RES# 2020-249	904
	001-0000-389.99-50	62,050	UTIL PAY KIOSK -CITY HALL RES# 2020-249	904
01/12/21	001-0000-389.99-50	53,574	ADD FNDS FY20 PO ROLLOVER 76923 / RES# 2021-003	1279
	001-0000-389.99-50	226,447	ADD FNDS FY20 PO ROLLOVER RES# 2021-003	1279
	001-0000-334.50-10	54,741	CARES FUNDS #107-2020 RES# 2021-003	1279
	001-0000-389.99-50	35,000	UNBUDG - PD FRONT GATE RES# 2021-003	1279
01/26/21	001-0000-389.99-50	85,000	COCOA HS TRACK IMP DONATE RES# 21-005	1466
04/13/21	001-0000-389.99-50	(4,402)	CORRECT BUDGET RES# 21-293	2526
	001-0000-389.99-50	(3,349)	CORRECT BUDGET RES# 21-293	2526
	001-0000-331.39-11	3,349		
04/27/21	001-0000-389.99-50	4,684	5 PD VEST / FY20 FNDS RES# 2021-039	2711

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/27/21	001-0000-389.99-50	46,912	ACCRUAL PAYOUTS REG SAL RES# 2021-039		2711
	001-0000-389.99-50	(37,000)	CORR BAF 21-039-A RES# 2021-039		2711
	001-0000-366.00-00	37,000			
	001-0000-337.60-01	100,474	COVER BUDGT COSTS / COVID RES# 2021-039		2711
	001-0000-366.00-00	60,000	LEE WENNER MAINT / BRE CO RES# 2021-039		2711
	001-0000-389.99-50	1	TIF REVENUE ROUNDING ERR RES# 2021-039		2711
05/21/21	001-0000-368.21-00	(182,386)	RECL BUDGET TO CORR ACCT		3077
	001-0000-368.22-00	(105,146)			
	001-0000-335.29-22	105,146			
	001-0000-335.29-21	182,386			
06/08/21	001-0000-337.40-02	15,000	ADD'L TIFT / AURORA ST RES# 21-362		3313
	001-0000-389.99-50	600,000	AFB / DIAMND SQ PAVING RES# 2021-043		3312
	001-0000-389.99-50	750,000	AFB /BLAKE SUBDIV HOUSING RES# 2021-043		3312
	001-0000-389.99-50	559,000	AFB PD BLDG REPAIRS RES# 2021-043		3312
07/20/21	001-0000-389.99-50	292,153	REMOVE/REPLACE FUEL TANKS RES# 2021-043		3872
07/26/21	001-0000-389.99-50	957,500	PARK IMP / FUND BALANCE RES# 2021-043		3955
	001-0000-389.99-50	900,000			3956
	001-0000-389.99-50	475,000			3957
07/27/21	001-0000-331.39-12	2,050	RMV EXCS BDGT FOREST GRNT RES# 2021-068		3987
08/10/21	001-0000-389.99-50	245,908	ACCRUAL PAY / OVERTIME FD RES# 2021-074		4201
08/24/21	001-0000-366.10-10	6,000	DONATION OF 2 PD CANINES RES# 2021-077		4394
41 Budget Amendments/Transfers			Division 0000 Total	$5,817,525	
41 Total Budget Amendments/Transfers			**GENERAL FUND**	**$5,817,525**	
11/17/20	103-0000-389.99-50	90,795	FY21 PO ROLLOVER RES# 2020-245		625
12/08/20	103-0000-338.10-04	175,000	BREV CO PMT JLS CONST RES# 2020-248		903
03/23/21	103-0000-389.99-50	(82,137)	ADMIN COST CARES GRANT RES# 2021-023		2216
	103-0000-331.54-00	20,672			
	103-0000-331.54-09	82,137	REBUDGET FY20 OPEN POS RES# 2021-023/BA21033a		2216
07/13/21	103-0000-389.99-50	37,000	INC BUDG - ADDL LOAN PMT RES# 2021-063		3810
5 Budget Amendments/Transfers			Division 0000 Total	$323,467	
5 Total Budget Amendments/Transfers			**CDBG**	**$323,467**	
11/17/20	104-0000-389.99-50	260,000	FY21 PO ROLLOVER RES# 2020-245		625
04/13/21	104-0000-389.99-10	(21,926)	REDUCE HOME CARRY FORWARD RES# 21-265		2524
	104-0000-389.99-50	(260,000)	REV BAF #210-033A PO ROLL RES# 21-265		2524
3 Budget Amendments/Transfers			Division 0000 Total	($21,926)	
3 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**($21,926)**	
11/17/20	105-0000-389.99-10	10,400	FY21 PO ROLLOVER RES# 2020-245		625
1 Budget Amendments/Transfers			Division 0000 Total	$10,400	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1 Total Budget Amendments/Transfers			**SHIP/COCOA HOUSING TRUST**	**$10,400**	
11/10/20	107-0000-381.91-01	4,084	COVID 19 PAYOUTS RES# 2020-235		558
1 Budget Amendments/Transfers			Division 0000 Total	$4,084	
1 Total Budget Amendments/Transfers			**BUILDING PERMITS**	**$4,084**	
07/13/21	108-0000-381.91-03	37,000	INC BUDG - ADDL LOAN PMT RES# 2021-063		3810
08/10/21	108-0000-381.91-03	61,197	ADDTNL SECT 108 LOAN PMNT RES # 2021-073		4201
2 Budget Amendments/Transfers			Division 0000 Total	$98,197	
2 Total Budget Amendments/Transfers			**SEC 108 LOAN GUARANTEE**	**$98,197**	
11/17/20	110-0000-389.99-50	105,921	FY21 PO ROLLOVER RES# 2020-245		625
1 Budget Amendments/Transfers			Division 0000 Total	$105,921	
1 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$105,921**	
11/17/20	112-0000-389.99-10	265	FY21 PO ROLLOVER RES# 2020-245		625
06/16/21	112-0000-389.99-50	5,000	US1 CRA AUDIT COSTS		3498
2 Budget Amendments/Transfers			Division 0000 Total	$5,265	
2 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**$5,265**	
07/20/21	130-0000-331.90-02	180,000	ARPA / UTIL BILL PAY CTY RES# 2021-044		3874
08/30/21	130-0000-331.90-02	5,310	PORCHER HOUSE HVAC REPL RES# 2021-059		4448
2 Budget Amendments/Transfers			Division 0000 Total	$185,310	
2 Total Budget Amendments/Transfers			**AMERICAN RESCUE PLAN FUND**	**$185,310**	
04/27/21	141-0000-389.99-11	9,130	BAF 20-086-T FOR PO ROLL RES# 2021-039		2711
1 Budget Amendments/Transfers			Division 0000 Total	$9,130	
1 Total Budget Amendments/Transfers			**LAW ENFORCEMENT TRUST**	**$9,130**	
12/08/20	303-0000-389.99-50	1,500,000	FISKE BLVD COMPLETE ST PR RES# 2020-249		904
06/01/21	303-0000-331.90-01	2,319,585	FISKE BLVD GRANT PROC RES# 2021-050		3243
2 Budget Amendments/Transfers			Division 0000 Total	$3,819,585	
2 Total Budget Amendments/Transfers			**FISKE BV CMPLT STRTSCAPE**	**$3,819,585**	
11/17/20	421-0000-389.99-50	138,277	FY21 PO ROLLOVER RES# 2020-245		625
	421-0000-389.99-50	1,696,283			
12/08/20	421-0000-389.99-50	434,673	UTIL PROJ - NOT YET BEGUN RES# 2020-249		904
12/15/20	421-0000-389.99-50	(138,277)	CORR ENTRY / INCORR FND BA-21-033-A		971
01/12/21	421-0000-389.99-50	200,000	ADD FNDS PROJ WS20GT RES# 2021-003		1279
04/27/21	421-0000-389.99-50	45,243	BRANDES DESIGN PO 071959 RES# 2021-039		2711
	421-0000-381.91-24	178,052	MOV BDGT FOR PO 77279 RES# 2021-039		2711
05/11/21	421-0000-389.99-50	(276,677)	FY19JE 12-24A /2019-05271 DUP ENTRY / RES# 2021-042		2927
	421-0000-381.91-26	276,677			
	421-0000-389.99-50	927,731			
05/25/21	421-0000-381.91-25	7,252	RECL SRF DS BUDG- S2020 RES# 2021-049		3156

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/13/21	421-0000-381.91-24	65,000	INC SCADA UPGR BUDGET RES# 2021-056		3809
07/27/21	421-0000-389.99-50	1,003,054	INC PINEDA PROJ BUDG RES# 2021-070		3988
	421-0000-389.99-50	2,836,252	PROV BUDG FOR PINEDA RES# 2021-069		3989
11	Budget Amendments/Transfers		Division 0000 Total	$7,393,540	
	11 Total Budget Amendments/Transfers		**WATER/SEWER FUND**	**$7,393,540**	
12/15/20	423-0000-389.99-50	138,277	CORR ENTRY / INCORR FND BA-21-033-A		971
1	Budget Amendments/Transfers		Division 0000 Total	$138,277	
	1 Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$138,277**	
01/12/21	424-0000-381.91-21	91,770	B MAYER TO / Area J&K GS SEWERS - RES #2021-002		1278
03/09/21	424-0000-381.91-21	31,615	ADD FNDS DYAL FILTER #2 RES# 2021-015		2022
04/27/21	424-0000-381.91-21	(178,052)	MOV BDGT FOR PO 77279 RES# 2021-039		2711
	424-0000-381.91-21	217,745	SULFUREATORS ROOF / WALLS RES # 2021-036		2710
	424-0000-381.91-21	162,842	SULFUREATORS ROOF / WALLS RES# 2021-037		2710
	424-0000-381.91-21	27,029	WS16MM MOVED TO 424 FND RES# 2021-039		2711
07/13/21	424-0000-381.91-21	65,000	INC SCADA UPGR BUDGET RES# 2021-056		3809
07/27/21	424-0000-381.91-21	34,155	ADD CEMENT MORTAR & LINER RES# 2021-064		3986
8	Budget Amendments/Transfers		Division 0000 Total	$452,104	
	8 Total Budget Amendments/Transfers		**RENEWAL & REPLACE FUND**	**$452,104**	
11/17/20	426-0000-389.99-50	18,932,244	FY21 PO ROLLOVER RES# 2020-245		625
12/08/20	426-0000-389.99-50	14,019,377	BOND PROJ - NOT YET BEGUN RES# 2020-249		904
05/11/21	426-0000-389.99-50	(600,804)	CORR W/S REV BOND 2018B ALLOCATION RES# 2021-042		2927
	426-0000-389.99-50	276,677	FY19JE 12-24A /2019-05271 DUP ENTRY / RES# 2021-042		2927
	426-0000-381.91-21	927,731			
4	Budget Amendments/Transfers		Division 0000 Total	$33,555,225	
	4 Total Budget Amendments/Transfers		**WS CPTL PROJ 2018B**	**$33,555,225**	

85 Transfers & Amendments between 10/1/2020 and 8/31/2021

FY 2021 TOTAL TRANSFERS & AMENDMENTS **51,896,104**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2021 - Budget Tracking Worksheets\FY 2021 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Legislation Details (With Text)

File #:	21-639	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/20/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget By Classification Report -August 2021.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 20, 2021
Agenda Date: September 28, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending August 2021 (FY21) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This August 2021 (FY21) report is unaudited and preliminary. Some line items reflect an over budget balance at this time due to the timing of the rollover of purchase orders from FY21 and the re-appropriation of their related budgets.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds:

General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2021 Budget by Classification Report - Summary Listing

8/31/2021

Target for August 2021 is 92%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 10,074,429		$ 9,954,465	$ 119,964	99%
OTHER PERMITS AND FEES	$ 4,403,003		$ 4,226,822	$ 176,181	96%
INTERGOVERNMENTAL	$ 2,696,698		$ 3,637,658	$ (940,960)	135%
CHARGES FOR SERVICES	$ 12,422,689		$ 11,645,279	$ 777,410	94%
FINES AND FORFEITURES	$ 14,813		$ 14,939	$ (126)	101%
MISCELLANEOUS	$ 583,601		$ 752,814	$ (169,213)	129%
OTHER SOURCES (NON-REVENUE)	$ 16,973,325		$ 8,885,772	$ 8,087,553	52%
REVENUE TOTALS	**$ 47,168,558**		**$ 39,117,748**	**$ 8,050,810**	**83%**
EXPENSE					
SALARIES AND BENEFITS	$ 25,183,256	$ 891	$ 20,526,075	$ 4,656,290	82%
OPERATING EXPENDITURES	$ 13,742,705	$ 1,339,403	$ 8,726,309	$ 3,676,993	73%
CAPITAL OUTLAY	$ 5,032,460	$ 1,278,956	$ 1,125,309	$ 2,628,195	48%
GRANTS, AIDS AND OTHER	$ 3,210,137	$ -	$ 3,049,944	$ 160,193	95%
EXPENSE TOTALS	**$ 47,168,558**	**$ 2,619,250**	**$ 33,427,637**	**$ 11,121,671**	**76%**
REVENUE TOTALS	**$ 47,168,558**	**$ -**	**$ 39,117,748**	**$ 8,050,810**	**83%**
EXPENSE TOTALS	**$ 47,168,558**	**$ 2,619,250**	**$ 33,427,637**	**$ 11,121,671**	**76%**
	$ -	**$ (2,619,250)**	**$ 5,690,111**	**$ (3,070,861)**	

*Unaudited

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	0	.00		6,626,904	6,466,902.26	98	6,626,904	160,001.74
20	00	DELINQUENT TAXES	5,000	479.43-	10	10,000	63,280.35	633	15,000	48,280.35-
25	00	PENALTIES RE: TAXES	5,000	52.01	1	5,000	19,972.18	399	5,000	14,972.18-
30	00	TAX CERTIFICATES	0	.00		200,000	216,506.53	108	200,000	16,506.53-
311	**	AD VALOREM	10,000	427.42-	4	6,841,904	6,766,661.32	99	6,846,904	80,242.68
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	46,144	35,998.86	78	507,584	564,186.84	111	553,736	10,450.84-
312	**	SALES USE AND FUEL TAXES	46,144	35,998.86	78	507,584	564,186.84	111	553,736	10,450.84-
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	125,000	159,499.97	128	1,375,000	1,406,926.30	102	1,500,000	93,073.70
30	00	WATER-COCOA	30,423	33,059.58	109	334,653	355,879.01	106	365,082	9,202.99
40	00	GAS	1,433	4,472.40	312	15,763	48,492.56	308	17,200	31,292.56-
80	00	PROPANE	1,666	1,892.41	114	18,326	20,200.48	110	20,000	200.48-
314	**	UTILITY SERVICE TAX	158,522	198,924.36	126	1,743,742	1,831,498.35	105	1,902,282	70,783.65
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	51,292	60,830.73	119	564,212	613,093.00	109	615,507	2,414.00
315	**	COMMUNICATION SERVICE TAX	51,292	60,830.73	119	564,212	613,093.00	109	615,507	2,414.00
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	1,000	48,909.91	4891	155,000	179,025.15	116	156,000	23,025.15-
316	**	LOCAL BUSINESS TAX	1,000	48,909.91	4891	155,000	179,025.15	116	156,000	23,025.15-
310	***	TAXES	266,958	344,236.44	129	9,812,442	9,954,464.66	101	10,074,429	119,964.34
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
10	00	TRAINING SURCHARGE	0	.00		0	1,820.57		0	1,820.57-
322	**	BUILDING PERMITS	0	.00		0	1,820.57		0	1,820.57-
323		FRANCHISE FEES								
10	00	ELECTRICITY	116,666	123,229.51	106	1,283,326	929,669.07	72	1,400,000	470,330.93
40	00	GAS	2,900	7,442.21	257	31,900	72,724.21	228	34,800	37,924.21-
70	00	SOLID WASTE	15,641	17,781.82	114	172,051	193,069.44	112	187,703	5,366.44-
323	**	FRANCHISE FEES	135,207	148,453.54	110	1,487,277	1,195,462.72	80	1,622,503	427,040.28
325		SPECIAL ASSESSMENT								
22	01	FIRE ASSESSMENT	0	.00		2,614,500	2,815,588.22	108	2,614,500	201,088.22-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
22 02	F ASSMNT DELINQ TAXES	0	371.54		2,000	2,011.54	101	2,000	11.54-
22 03	F ASSMNT PENALTIES	0	371.54-		2,000	6,156.56	308	2,000	4,156.56-
22 04	F ASSMNT TAX CERTS	0	.00		150,000	131,887.71	88	150,000	18,112.29
22 *	FIRE PROTECTION	0	.00		2,768,500	2,955,644.03	107	2,768,500	187,144.03-
325 **	SPECIAL ASSESSMENT	0	.00		2,768,500	2,955,644.03	107	2,768,500	187,144.03-
329	OTHER PERMITS & FEES								
25 00	PLANNING AND ZONING	833	1,877.04	225	9,163	56,864.94	621	10,000	46,864.94-
35 00	FIRE INSPECTIONS	166	1,710.00	1030	1,826	17,030.00	933	2,000	15,030.00-
329 **	OTHER PERMITS & FEES	999	3,587.04	359	10,989	73,894.94	672	12,000	61,894.94-
320 ***	OTHER PERMITS & FEES	136,206	152,040.58	112	4,266,766	4,226,822.26	99	4,403,003	176,180.74
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	42,750	46,500.00	109	171,000	174,750.00	102	171,000	3,750.00-
20 12	BULLET PROOF GRANT	0	3,101.12		0	6,028.62		0	6,028.62-
20 15	VICTIMS OF CRIME ACT GRNT	7,640	13,835.12	181	86,974	60,458.21	70	94,623	34,164.79
20 16	INTERNET CRIMES GRANT	833	.00		9,163	.00		10,000	10,000.00
20 19	JAG 2020-DJ-BX-0410	0	.00		16,617	.00		16,617	16,617.00
20 21	BULLET PROOF V 2020	0	2,753.88		16,980	2,753.88	16	16,980	14,226.12
20 *	PUBLIC SAFETY	51,223	66,190.12	129	300,734	243,990.71	81	309,220	65,229.29
39 11	FHA/FDOT LAP441205-1-5801	558	.00		2,790	148,741.44	5331	3,349	145,392.44-
39 12	USDA/FOREST SVC 26866	683	.00		16,366	13,886.10	85	17,050	3,163.90
39 *	OTHER PHYSCAL ENVIRONMENT	1,241	.00		19,156	162,627.54	849	20,399	142,228.54-
50 01	FEMA DISASTER RELIEF	0	.00		0	540,954.00		0	540,954.00-
50 *	ECONOMIC ENVIRONMENT	0	.00		0	540,954.00		0	540,954.00-
331 **	FEDERAL GRANTS	52,464	66,190.12	126	319,890	947,572.25	296	329,619	617,953.25-
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	0	.00		26,000	5,899.65	23	26,000	20,100.35
333 **	PAYMENT IN LIEU OF TAXES	0	.00		26,000	5,899.65	23	26,000	20,100.35
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	30,053.00		0	30,053.00-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
334	STATE GRANT								
50 10	CARES CRF #107-2020	6,082	.00		48,656	54,802.45	113	54,741	61.45-
50 *	ECONOMIC ENVIRONMENT	6,082	.00		48,656	84,855.45	174	54,741	30,114.45-
334 **	STATE GRANT	6,082	.00		48,656	84,855.45	174	54,741	30,114.45-
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	41,916	119,751.84	286	461,076	547,499.80	119	503,000	44,499.80-
12 20	8TH CNT MUNICIPAL GAS TAX	12,736	31,767.80	249	140,096	152,230.16	109	152,832	601.84
12 *	STATE REVENUE SHARING	54,652	151,519.64	277	601,172	699,729.96	116	655,832	43,897.96-
14 00	MOBILE HOME LICENSES	1,833	610.50	33	20,163	24,746.94	123	22,000	2,746.94-
15 00	ALCOHOLIC BEVERAGE	416	5,425.79	1304	4,576	22,928.51	501	5,000	17,928.51-
18 00	LOCAL GOVERNMENT 1/2 CENT	87,875	115,379.34	131	966,625	1,040,011.57	108	1,054,500	14,488.43
21 00	FIREFIGHTER SUPPLEMENTAL	4,000	.00		16,000	10,128.25	63	16,000	5,871.75
29 21	POL PEN STATE CONTR	36,477	188,475.62	517	145,908	188,475.62	129	182,386	6,089.62-
29 22	FIRE PEN STATE CONTR	21,029	124,460.50	592	84,116	124,460.50	148	105,146	19,314.50-
29 *	OTHER PUBLIC SAFETY	57,506	312,936.12	544	230,024	312,936.12	136	287,532	25,404.12-
41 00	FUEL TAX REFUNDS	2,083	.00		22,913	13,587.38	59	25,000	11,412.62
335 **	STATE SHARED REVENUES	208,365	585,871.39	281	1,861,473	2,124,068.73	114	2,065,864	58,204.73-
337	GRANTS FROM LOCAL UNITS								
20 03	BC COVID SHOT GRANT	0	2,250.00		0	2,250.00		0	2,250.00-
20 *	PUBLIC SAFETY	0	2,250.00		0	2,250.00		0	2,250.00-
30 17	FIND BV-CO-20-147 DREDGIN	2,727	.00		27,270	.00		30,000	30,000.00
30 18	FIND BV-CO-20-146 BT RAMP	2,273	.00		22,730	.00		25,000	25,000.00
30 *	PHYSICAL ENVIRONMENT	5,000	.00		50,000	.00		55,000	55,000.00
40 02	AURORA ST SIDEWLK IMPROV	8,295	.00		56,700	65,000.00	115	65,000	.00
60 01	BREV CTY CARES CVD19	16,746	18,128.17	108	83,730	408,012.25	487	100,474	307,538.25-
60 *	HUMAN SERVICES	16,746	18,128.17	108	83,730	408,012.25	487	100,474	307,538.25-
337 **	GRANTS FROM LOCAL UNITS	30,041	20,378.17	68	190,430	475,262.25	250	220,474	254,788.25-
330 ***	INTERGOVERNMENTAL REVENUE	296,952	672,439.68	226	2,446,449	3,637,658.33	149	2,696,698	940,960.33-
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
30 00	ADMINISTRATIVE FEES	548,813	548,814.00	100	6,036,943	6,036,954.00	100	6,585,764	548,810.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
31 00	ADMIN FEES STORMWATER	14,895	14,897.00	100	163,845	163,867.00	100	178,749	14,882.00
40 00	CERTIFY/COPY/SEARCH	8,000	13,653.45	171	88,000	125,255.33	142	96,000	29,255.33-
90 12	PASSPORT EXECUTION FEES	166	455.00	274	1,826	2,891.12	158	2,000	891.12-
341 **	GENERAL GOVERNMENT	571,874	577,819.45	101	6,290,614	6,328,967.45	101	6,862,513	533,545.55
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	2,500	.00		27,500	1,085.00	4	30,000	28,915.00
90 00	OTHER PUBLIC SAFETY	83	.00		913	1,125.00	123	1,000	125.00-
90 01	FALSE ALARM FEES	708	1,015.00	143	7,788	7,695.00	99	8,500	805.00
90 *	OTHER PUBLIC SAFETY	791	1,015.00	128	8,701	8,820.00	101	9,500	680.00
342 **	PUBLIC SAFETY	3,291	1,015.00	31	36,201	9,905.00	27	39,500	29,595.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	40,911	42,758.41	105	450,021	464,871.82	103	490,941	26,069.18
37 11	ROCKLEDGE	24,041	24,549.12	102	264,451	243,957.39	92	288,493	44,535.61
37 12	SUN LAKE	317	316.92	100	3,487	3,189.72	92	3,814	624.28
37 13	CLNY PK-M.I.UTIL CO.	159	167.58	105	1,749	1,837.68	105	1,917	79.32
37 16	COCOA BEACH	9,407	9,416.26	100	103,477	103,554.53	100	112,886	9,331.47
37 17	CAPE CANAVERAL	7,755	7,710.08	99	85,305	84,866.39	100	93,062	8,195.61
37 18	TITUSVILLE	352	354.54	101	3,872	3,872.58	100	4,231	358.42
37 *	WATER BILLING SERVICES	82,942	85,272.91	103	912,362	906,150.11	99	995,344	89,193.89
39 01	SERVICE CHARGES	33,333	41,255.00	124	366,663	505,213.57	138	400,000	105,213.57-
39 03	ADMIN CHARGES	31,750	51,855.00	163	349,250	447,595.00	128	381,000	66,595.00-
39 04	PENALTIES	65,804	54,489.13	83	723,844	653,994.57	90	789,650	135,655.43
39 05	NSF CHECKS	2,879	2,064.39	72	31,669	25,598.21	81	34,552	8,953.79
39 *	WATER OTHER INCOME	133,766	149,663.52	112	1,471,426	1,632,401.35	111	1,605,202	27,199.35-
41 10	SOLID WASTE	162,795	166,469.33	102	1,790,745	1,806,076.89	101	1,953,540	147,463.11
41 20	RECYCLING REVENUE	23,903	27,741.56	116	262,933	300,569.10	114	286,842	13,727.10-
41 30	GREEN WASTE	15,783	16,427.63	104	173,613	178,043.87	103	189,399	11,355.13
41 *	GARBAGE COLLECTION	202,481	210,638.52	104	2,227,291	2,284,689.86	103	2,429,781	145,091.14
45 10	BILLING FEE - WASTE MGMT	8,709	17,969.38	206	95,799	89,694.40	94	104,519	14,824.60
45 *	GARBAGE-OTHER REVENUE	8,709	17,969.38	206	95,799	89,694.40	94	104,519	14,824.60
90 01	FDOT MEDIAN MAINT	0	.00		57,000	71,130.00	125	71,130	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	0	.00		150,000	223,602.90	149	218,805	4,797.90-
90 *	OTHER PHYSICAL ENVIRON	0	.00		207,000	294,732.90	142	289,935	4,797.90-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
343	**	PHYSICAL ENVIRONMENT	427,898	463,544.33	108	4,913,878	5,207,668.62	106	5,424,781	217,112.38
347		CULTURE/RECREATION								
20	10	GAZEBO-PAVILLION RENTAL	0	108.00		0	199.95		0	199.95-
39	10	PORCHER HOUSE - REVENUES	2,500	1,205.57	48	27,500	24,234.06	88	30,000	5,765.94
39	11	TENANT MAINTENANCE FEES	100	574.76	575	1,100	1,630.32	148	1,200	430.32-
39	20	COCOA CIVIC CENTER	2,083	2,811.93	135	22,913	35,471.26	155	25,000	10,471.26-
39	30	RIVERFRONT PARK	1,666	360.00	22	18,326	12,357.90	67	20,000	7,642.10
39	*	OTHER CULTURAL SERVICES	6,349	4,952.26	78	69,839	73,693.54	106	76,200	2,506.46
40	05	SPECIAL EVENT PERMITS	625	1,391.83-	223	6,875	18,850.00	274	7,500	11,350.00-
50	10	EVENT FEES	307	.00		3,377	3,220.59	95	3,695	474.41
50	30	ADVERTISING/SPONSORSHIPS	708	.00		7,788	.00		8,500	8,500.00
50	50	MISC FURNISHINGS	0	180.00		0	2,773.40		0	2,773.40-
50	*	SPECIAL REC FACILITIES	1,015	180.00	18	11,165	5,993.99	54	12,195	6,201.01
347	**	CULTURE/RECREATION	7,989	3,848.43	48	87,879	98,737.48	112	95,895	2,842.48-
340	***	CHARGES FOR SERVICES	1,011,052	1,046,227.21	104	11,328,572	11,645,278.55	103	12,422,689	777,410.45
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
90	00	OTHER	1,234	1,434.30	116	13,574	14,939.00	110	14,813	126.00-
351	**	JUDGMENTS AND FINES	1,234	1,434.30	116	13,574	14,939.00	110	14,813	126.00-
350	***	FINES AND FORFEITURES	1,234	1,434.30	116	13,574	14,939.00	110	14,813	126.00-
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	3,673	10,561.69	288	40,403	96,124.21	238	44,083	52,041.21-
10	02	INVESTMENT INTEREST	1,224	.00		13,464	.00		14,694	14,694.00
10	10	SBA	1,224	44.47	4	13,464	764.12	6	14,694	13,929.88
10	11	INTEREST/CBOS	1,224	100.15	8	13,464	2,379.16	18	14,694	12,314.84
10	*	INTEREST	7,345	10,706.31	146	80,795	99,267.49	123	88,165	11,102.49-
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	7,345	10,706.31	146	80,795	99,267.49	123	88,165	11,102.49-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	8,000	6,083.32	76	117,000	101,392.32	87	125,886	24,493.68
362 **	RENT AND ROYALTIES	8,000	6,083.32	76	117,000	101,392.32	87	125,886	24,493.68
364	DISPOSITION FIXED ASSETS								
10 00	GAIN/(LOSS)	0	94.50		0	35,707.72		0	35,707.72-
364 **	DISPOSITION FIXED ASSETS	0	94.50		0	35,707.72		0	35,707.72-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	201.96		0	8,518.29		0	8,518.29-
365 **	SALE SURPLUS MTRLS &SCRAP	0	201.96		0	8,518.29		0	8,518.29-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	16,167	.00		80,835	97,000.00	120	97,000	.00
10 10	CONTRIBS FOR K-9	3,000	.00		3,000	.00		6,000	6,000.00
10 15	FIREHOUSE SUBS-EXTRAC EQ	0	.00		33,180	33,180.00	100	33,180	.00
10 *	DONATIONS-PRIVATE SOURCES	3,000	.00		36,180	33,180.00	92	39,180	6,000.00
366 **	CONTRIBUTIONS & DONATIONS	19,167	.00		117,015	130,180.00	111	136,180	6,000.00
368	PENSION CONTRIBUTIONS								
21 00	POLICE STATE CONTRIBUTION	145,909	.00		36,478	.00		0	.00
22 00	FIRE STATE CONTRIBUTION	84,117	.00		21,030	.00		0	.00
368 **	PENSION CONTRIBUTIONS	230,026	.00		57,508	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	1,122.97		0	85,574.32		0	85,574.32-
90 02	POLICE SECURITY SERVICES	6,250	750.00	12	68,750	39,247.00	57	75,000	35,753.00
90 03	CODE ENF ABATE/DEMO REV	7,916	215.00	3	87,076	138,324.95	159	95,000	43,324.95-
90 04	MISC. POLICE REVENUES	83	59.54	72	913	2,681.47	294	1,000	1,681.47-
90 05	INVESTIGATIVE COSTS REIM	4,250	4,030.81	95	46,750	66,631.12	143	51,000	15,631.12-
90 09	PROPERTY REGISTRATION	625	1,200.00	192	6,875	5,100.00	74	7,500	2,400.00
90 *	OTHER MISC REVENUES	19,124	7,378.32	39	210,364	337,558.86	161	229,500	108,058.86-
96 00	INSURANCE REFUND/PROCEEDS	323	999.50	309	3,553	40,189.17	1131	3,870	36,319.17-
369 **	OTHER MISC REVENUES	19,447	8,377.82	43	213,917	377,748.03	177	233,370	144,378.03-
360 ***	MISCELLANEOUS REVENUES	283,985	25,463.91	9	586,235	752,813.85	128	583,601	169,212.85-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	17,500	.00		157,500	175,000.00	111	175,000	.00
91 10	TRF FROM COCOA CRA (110)	26,439	21,439.92	81	285,829	290,839.12	102	312,279	21,439.88
91 *	TRANSFER FROM	43,939	21,439.92	49	443,329	465,839.12	105	487,279	21,439.88
381 **	INTERFUND TRANSFER	43,939	21,439.92	49	443,329	465,839.12	105	487,279	21,439.88
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS	650,865	650,865.67	100	7,159,515	7,159,522.37	100	7,810,388	650,865.63
40 01	6% PILOFF	114,582	114,582.75	100	1,260,402	1,260,410.25	100	1,374,993	114,582.75
40 *	CONTRIBUTIONS	765,447	765,448.42	100	8,419,917	8,419,932.62	100	9,185,381	765,448.38
382 **	CONTRIBUTIONS ENTERPRISE	765,447	765,448.42	100	8,419,917	8,419,932.62	100	9,185,381	765,448.38
383	INSTLMT PURCH/CAP LEASE								
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 50	FUND BAL-APPROP. RESERVES	1,696,481	.00		5,604,189	.00		7,300,665	7,300,665.00
99 *	BALANCE FORWARD	1,696,481	.00		5,604,189	.00		7,300,665	7,300,665.00
389 **	NON OPERATING SOURCES	1,696,481	.00		5,604,189	.00		7,300,665	7,300,665.00
380 ***	OTHER SOURCES(NON-REV)	2,505,867	786,888.34	31	14,467,435	8,885,771.74	61	16,973,325	8,087,553.26
FUND TOTAL	GENERAL FUND	4,502,254	3,028,730.46	67	42,921,473	39,117,748.39	91	47,168,558	8,050,809.61

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2657	2550.00	96	29227	28050.10	96	.00	31895	3844.90	88
11 **	EXECUTIVE SALARIES	2657	2550.00	96	29227	28050.10	96	.00	31895	3844.90	88
12-00	REGULAR SALARIES & WAGES	972526	863548.77	89	11766052	10466113.50	89	.00	12738731	2272617.50	82
12-06	SALARIES/CONTRACTUAL	2083	525.00	25	22913	6074.25	27	.00	25000	18925.75	24
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-09	SALARIES & WAGES CONTRA	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	151622	30324.78	20	389253	570540.35	147	.00	540908	29632.35-	106
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1126231	894398.55	79	12178218	11042728.10	91	.00	13304639	2261910.90	83
13-00	OTHER SALARIES & WAGES	60560	44916.41	74	638460	494122.67	77	.00	699051	204928.33	71
13 **	OTHER SALARIES & WAGES	60560	44916.41	74	638460	494122.67	77	.00	699051	204928.33	71
14-00	OVERTIME	91537	30983.42	34	448361	497822.34	111	.00	539964	42141.66	92
14-01	COMP TIME	583	.00	0	6413	.00	0	.00	7000	7000.00	0
14-20	JAG COVID 2020-VD-BX-1270	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	92120	30983.42	34	454774	497822.34	110	.00	546964	49141.66	91
15-00	SPECIAL PAY	28265	27610.28	98	310245	298879.07	96	.00	338533	39653.93	88
15 **	SPECIAL PAY	28265	27610.28	98	310245	298879.07	96	.00	338533	39653.93	88
20-00	CLOTHING/SHOE ALLOWANCE	1830	.00	0	21160	18153.58	86	.00	22990	4836.42	79
20 **	CLOTHING/SHOE ALLOWANCE	1830	.00	0	21160	18153.58	86	.00	22990	4836.42	79
21-00	FICA TAXES	91278	74577.40	82	1003385	928953.90	93	.00	1094783	165829.10	85
21 **	FICA TAXES	91278	74577.40	82	1003385	928953.90	93	.00	1094783	165829.10	85
22-00	RETIREMENT CONTRIBUTIONS	73135	66401.80	91	806741	768332.53	95	.00	880008	111675.47	87
22-01	FIREFIGHTERS	202168	163104.20	81	2221915	1969037.43	89	.00	2424096	455058.57	81
22-02	STATE CONTRIBUTIONS	283254	312936.12	111	291794	312936.12	107	.00	287532	25404.12-	109

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22-03	NON-FRS RETIREMENT PLAN	4687	1710.12	37	17187	14730.47	86	.00	21873	7142.53	67
22 **	RETIREMENT CONTRIBUTIONS	563244	544152.24	97	3337637	3065036.55	92	.00	3613509	548472.45	85
23-00	INSURANCES	24724	20518.69	83	272941	228478.43	84	.00	303748	75269.57	75
23-02	LIFE/HEALTH GF RETIREES	38984	24939.92	64	428824	366345.98	85	891.00	467812	100575.02	79
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	320365	255688.86	80	3524015	2764323.32	78	.00	3844514	1080190.68	72
23-05	HEALTH GF RETIREES 50%	0	.00	0	0	.00	0	.00	0	.00	0
23-06	HEALTH GF RETIREES 100%	0	.00	0	0	.00	0	.00	0	.00	0
23-08	VISION INSURANCE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	384073	301147.47	78	4225780	3359147.73	80	891.00	4616074	1256035.27	73
24-00	WORKER'S COMPENSATION	56578	49749.52	88	621685	591338.01	95	.00	678365	87026.99	87
24 **	WORKER'S COMPENSATION	56578	49749.52	88	621685	591338.01	95	.00	678365	87026.99	87
25-00	UNEMPLOYMENT COMPENSATION	1336	4377.11	328	6680	17389.66	260	.00	13013	4376.66-	134
25 **	UNEMPLOYMENT COMPENSATION	1336	4377.11	328	6680	17389.66	260	.00	13013	4376.66-	134
27-00	BENEFIT OFFSET	18584	17135.00	92	204860	184453.66	90	.00	223440	38986.34	83
27 **	BENEFIT OFFSET	18584	17135.00	92	204860	184453.66	90	.00	223440	38986.34	83
31-00	PROFESSIONAL SERVICES	48866	43824.85	90	529471	319583.65	60	181672.50	580451	79194.85	86
31-01	LEGAL EXPENSES	65205	27122.96	42	497255	416630.49	84	127342.51	562473	18500.00	97
31-02	MEDICAL SERVICES	4035	1246.38	31	44385	38944.36	88	7406.64	48420	2069.00	96
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	12375	13500.00	109	.00	13500	.00	100
31-06	EDA-04-69-07348 GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-11	USDA MANAGE FOREST GRANT	1872-	.00	0	18756	12787.20	68	4100.00	16887	.20-	100
31-13	FIND BV-C0-20-146 BT RAMP	4546	1557.00	34	45460	37823.00	83	11170.00	50000	1007.00	98
31-14	FIND BV-CO-20-147 DREDGIN	5454	1429.10	26	54540	40338.90	74	9409.10	60000	10252.00	83

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-16	HISTORICAL PRESERVATN	0	.00	0	0	.00	0	.00	0	.00	0
31-33	EMPLOYEE HEALTH CENTER	16602	6164.55	37	182622	152232.39	83	45722.61	199238	1283.00	99
31 **	PROFESSIONAL SERVICES	143961	81344.84	57	1384864	1031839.99	75	386823.36	1530969	112305.65	93
32-00	ACCOUNTING & AUDITING	6833	.00	0	75163	73000.00	97	.00	82000	9000.00	89
32 **	ACCOUNTING & AUDITING	6833	.00	0	75163	73000.00	97	.00	82000	9000.00	89
34-00	CONTRACT SERVICES	80933	34114.56	42	990889	799824.70	81	109486.66	1070981	161669.64	85
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	163833	351377.38	215	1802163	1746794.84	97	.00	1966000	219205.16	89
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	22234	30711.69	138	214948	203463.31	95	33593.95	237190	132.74	100
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	267000	416203.63	156	3008000	2750082.85	91	143080.61	3274171	381007.54	88
39-00	CONTINGENCY	2681-	.00	0	161550	.00	0	.00	158882	158882.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	17790-	.00	0	17786	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	20471-	.00	0	179336	.00	0	.00	158882	158882.00	0
40-00	TRAVEL & PER DIEM	4900	2568.00	52	76672	15159.79	20	.00	81664	66504.21	19
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	4900	2568.00	52	76672	15159.79	20	.00	81664	66504.21	19
41-00	COMMUNICATION	15619	9003.52	58	152941	130469.63	85	23328.98	168614	14815.39	91
41 **	COMMUNICATION	15619	9003.52	58	152941	130469.63	85	23328.98	168614	14815.39	91
42-00	POSTAGE & FREIGHT	38241	34405.11	90	398898	344311.01	86	77903.51	437252	15037.48	97
42 **	POSTAGE & FREIGHT	38241	34405.11	90	398898	344311.01	86	77903.51	437252	15037.48	97

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
43-00	ELECTRIC/WATER/SEWER	67288	55656.50	83	727918	510178.39	70	210379.52	795234	74676.09	91
43 **	ELECTRIC/WATER/SEWER	67288	55656.50	83	727918	510178.39	70	210379.52	795234	74676.09	91
44-00	RENTALS AND LEASES	11550	4848.75	42	127051	127026.91	100	5290.94	138649	6331.15	95
44 **	RENTALS AND LEASES	11550	4848.75	42	127051	127026.91	100	5290.94	138649	6331.15	95
45-00	INSURANCE	46993	1725.00	4	520409	490047.97	94	.00	567454	77406.03	86
45 **	INSURANCE	46993	1725.00	4	520409	490047.97	94	.00	567454	77406.03	86
46-00	REPAIRS & MAINTENANCE	244900	38644.58	16	1042302	485599.85	47	182703.09	1287253	618950.06	52
46-02	REPAIR/MAINT BUILDING	61382	29502.55	48	329933	203824.28	62	23730.15	391324	163769.57	58
46-03	REPAIR/MAINT-VEHICLES	21409	34041.99	159	284259	273732.37	96	13061.30-	305726	45054.93	85
46-05	HYDRANT FEES	19246	19210.38	100	211706	211314.18	100	.00	230960	19645.82	92
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	346937	121399.50	35	1868200	1174470.68	63	193371.94	2215263	847420.38	62
47-00	PRINTING & BINDING	16133	9280.78	58	156106	105563.48	68	41279.39	168419	21576.13	87
47 **	PRINTING & BINDING	16133	9280.78	58	156106	105563.48	68	41279.39	168419	21576.13	87
48-00	PROMOTIONAL ACTIVITIES	1455	1069.53	74	58168	29923.54	51	2814.00	59675	26937.46	55
48-11	BUSINESS ASSIST. PROGRAM	833	2500.00	300	9163	2500.00	27	.00	10000	7500.00	25
48 **	PROMOTIONAL ACTIVITIES	2288	3569.53	156	67331	32423.54	48	2814.00	69675	34437.46	51
49-00	OTHER CHARGES & OBLIG.	33322	1177.24	4	304649	245626.44	81	69986.53	337293	21680.03	94
49-02	ADVERTISING	231	.00	0	2094	1844.02	88	.00	2345	500.98	79
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	416	.00	0	4576	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	4713.57-	0	0	42144.13-	0	.00	0	42144.13	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-21	PD INVESTIGATIVE FUNDS	1110	.00	0	13878	10000.00	72	.00	15000	5000.00	67
49 **	OTHER CHARGES & OBLIG.	35079	3536.33-	10-	325197	215326.33	66	69986.53	359638	74325.14	79
51-00	OFFICE SUPPLIES	2656	2044.35	77	36566	17480.33	48	.00	39335	21854.67	44
51 **	OFFICE SUPPLIES	2656	2044.35	77	36566	17480.33	48	.00	39335	21854.67	44
52-00	OPERATING SUPPLIES	91580	44359.40	48	688049	639615.99	93	31808.36	780909	109484.65	86
52-02	UNIFORMS	311	1999.44	643	28421	14660.35	52	9460.85	28750	4628.80	84
52-05	EMS 1st RESP-CONSUM SUPP	3803	3642.33	96	41833	40903.09	98	1862.28	45640	2874.63	94
52-07	JANITORIAL SUPPLIES	3638	4515.18	124	34358	26940.87	78	.00	38016	11075.13	71
52-10	HEATING FUEL	247	359.90	146	2717	2472.36	91	495.64	2968	.00	100
52-11	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-12	BULLETPROOF VEST GRANT	652	.00	0	4030	4329.41	107	354.59	4684	.00	100
52-13	VOCA GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-14	JAG 2020-DJ-BX-0410	2764	.00	0	20850	21960.50	105	1650.00	23611	.50	100
52-22	BULLET PROOF V 2020	3087	.00	0	30870	14052.00	46	19908.00	33960	.00	100
52-30	FUEL, OIL, & LUBRICANTS	24024	21547.18	90	206353	177806.51	86	.00	230425	52618.49	77
52-33	EMPLOYEE HEALTH CENTER	8379	274.46	3	92169	60744.06	66	39803.94	100548	.00	100
52 **	OPERATING SUPPLIES	138485	76697.89	55	1149650	1003485.14	87	105343.66	1289511	180682.20	86
53-00	ROAD MATERIALS/SUPPLIES	2333	1420.74	61	25663	16476.56	64	2935.59	28000	8587.85	69
53 **	ROAD MATERIALS/SUPPLIES	2333	1420.74	61	25663	16476.56	64	2935.59	28000	8587.85	69
54-00	MEMBERSHIP/PUBLICATIONS	108-	2894.99	2681-	58590	45157.52	77	.00	58565	13407.48	77
54 **	MEMBERSHIP/PUBLICATIONS	108-	2894.99	2681-	58590	45157.52	77	.00	58565	13407.48	77
55-00	TRAINING	172	3167.60	1842	106163	47279.29	45	7830.00	106437	51327.71	52
55-01	EDA PROGRAM	833	.00	0	9163	3968.00	43	.00	10000	6032.00	40
55 **	TRAINING	1005	3167.60	315	115326	51247.29	44	7830.00	116437	57359.71	51
56-15	IT-RELATED OPERATING EXP	189382	31972.04	17	1950028	578696.49	30	69034.60	2149108	1501376.91	30

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56-16	EMS DATA COLLECTION-BEMO	1155	.00	0	12705	13865.00	109	.00	13865	.00	100
56 **	TECHNOLOGY SYSTEMS	190537	31972.04	17	1962733	592561.49	30	69034.60	2162973	1501376.91	31
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	386333	290280.45	75	1048166	290280.45	28	147540.14	1434500	996679.41	31
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	386333	290280.45	75	1048166	290280.45	28	147540.14	1434500	996679.41	31
63-00	INFRASTRUCTURE	497836	3349.50	1	1412288	325626.95	23	746559.77	1910138	837951.28	56
63-04	FDOT LAP 2020-SIDEWALKS	29-	.00	0	3380	.00	0	.00	3348	3348.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	497807	3349.50	1	1415668	325626.95	23	746559.77	1913486	841299.28	56
64-00	MACHINERY AND EQUIPMENT	320637	12500.00	4	1274513	476221.46	37	384856.06	1595167	734089.48	54
64-01	BC EMS GRANT 2020 AWARD	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	5613	.00	0	50517	.00	0	.00	56127	56127.00	0
64-16	FIREHOUSE SUBS-EXTRAC EQ	2765	.00	0	30415	33180.00	109	.00	33180	.00	100
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	329015	12500.00	4	1355445	509401.46	38	384856.06	1684474	790216.48	53
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	81546	.00	0	897006	978561.00	109	.00	978561	.00	100
81 **	AIDS TO GOVT AGENCY	81546	.00	0	897006	978561.00	109	.00	978561	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	10710	.00	0	89478	85000.00	95	.00	100200	15200.00	85
83-10	CARES CRF #107-2020	6082	.00	0	48656	54802.45	113	.00	54741	61.45-	100
83 **	OTHER GRANTS & AIDS	16792	.00	0	138134	139802.45	101	.00	154941	15138.55	90
91-03	CDBG (103)	371	.00	0	3710	4084.00	110	.00	4083	1.00-	100
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	BUILDING PERMITS	27237	.00	0	299607	326846.00	109	.00	326846	.00	100
91-08	SEC 108 LOAN GUARANTEE	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	10.00	0	0	10.00	0	.00	0	10.00-	0
91-20	TRANSFER TO DEBT SVC 201	145475	145372.50	100	1600225	1600332.48	100	.00	1745706	145373.52	92
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-26	WS CPTL PROJ 2018B 426	0	308.04	0	0	308.04	0	.00	0	308.04-	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	0	.00	0	0	.00	0	.00	0	.00	0
91-33	CP 303 FISKE BV CMPLT STR	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	173083	145690.54	84	1903542	1931580.52	102	.00	2076635	145054.48	93
FUND 001	TOTAL *********										
	GENERAL FUND	5228591	3298084.33	63	42206686	33427637.10	79	2619249.60	47168558	11121671.30	76
GRAND	TOTAL *********										
		5228591	3298084.33	63	42206686	33427637.10	79	2619249.60	47168558	11121671.30	76

FY 2021 Budget by Classification Report - Summary Listing

8/31/2021

Target for August 2021 is 92%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 66,526,376		$ 60,696,808	$ 5,829,568	91%
INTERGOVERNMENTAL/GRANTS	$ -		$ -	$ -	0%
MISCELLANEOUS	$ 93,078		$ 166,975	$ (73,897)	179%
OTHER SOURCES (NON-REVENUE)	$ 15,961,073		$ 276,677	$ 15,684,396	2%
REVENUE TOTALS	**$ 82,580,527**	**-**	**$ 61,140,460**	**$ 21,440,067**	**74%**
EXPENSE					
SALARIES AND BENEFITS	$ 17,150,012	$ -	$ 12,388,879	$ 4,761,133	72%
OPERATING EXPENDITURES	$ 28,323,809	$ 2,730,126	$ 20,223,691	$ 5,369,992	81%
CAPITAL OUTLAY	$ 7,308,356	$ 1,407,391	$ 1,020,400	$ 4,880,565	33%
GRANTS, AIDS AND OTHER	$ 29,798,352	$ -	$ 27,950,461	$ 1,847,891	94%
EXPENSE TOTALS	**$ 82,580,527**	**$ 4,137,517**	**$ 61,583,431**	**$ 16,859,581**	80%
REVENUE TOTALS	**$ 82,580,527**	**$ -**	**$ 61,140,460**	**$ 21,440,067**	**74%**
EXPENSE TOTALS	**$ 82,580,527**	**$ 4,137,517**	**$ 61,583,431**	**$ 16,859,581**	**80%**
	$ -	**$ (4,137,517)**	**$ (442,971)**	**$ 4,580,486**	

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
324		IMPACT FEES								
03	*	IMPACT FEES - RETAIL BLDG	0	.00		0	.00		0	.00
324	**	IMPACT FEES	0	.00		0	.00		0	.00
320	***	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
31	00	WATER SALES	4,711,112	4,749,731.79	101	51,822,232	50,502,039.03	98	56,533,349	6,031,309.97
33	00	WATER CONNECTION FEE	44,592	48,145.62	108	490,512	480,147.69	98	535,105	54,957.31
33	*	WATER CONNECTION FEE	44,592	48,145.62	108	490,512	480,147.69	98	535,105	54,957.31
36	00	WATER HYDRANT FEES	249,222	303,036.23	122	2,741,442	3,334,236.57	122	2,990,667	343,569.57-
39	06	HYDRANT RESID FLOW TEST	133	840.00	632	1,463	9,140.00	625	1,600	7,540.00-
39	07	BACKFLOW DEVICE TEST	12,083	18,386.58	152	132,913	197,483.59	149	145,000	52,483.59-
39	08	JUMPER METERS	58	70.00	121	638	2,530.00	397	700	1,830.00-
39	09	PLAN REVIEW/CONST INSPECT	1,000	3,480.00	348	11,000	41,720.00	379	12,000	29,720.00-
39	10	BACKFLOW PRV/RLCT TEMP	41	145.42	355	451	1,299.62	288	500	799.62-
39	*	WATER OTHER INCOME	13,315	22,922.00	172	146,465	252,173.21	172	159,800	92,373.21-
51	00	SEWER SALES	491,570	522,944.87	106	5,407,270	5,771,339.16	107	5,898,843	127,503.84
51	*	SEWER SALES	491,570	522,944.87	106	5,407,270	5,771,339.16	107	5,898,843	127,503.84
59	01	GREASE TRAP PERMITS	516	742.25	144	5,676	7,800.67	137	6,200	1,600.67-
60	00	REUSE WATER SALES	32,951	30,950.23	94	362,461	333,490.74	92	395,412	61,921.26
60	01	REUSE WATER INSTALLATION	583	486.96	84	6,413	15,580.46	243	7,000	8,580.46-
60	*	REUSE WATER SALES	33,534	31,437.19	94	368,874	349,071.20	95	402,412	53,340.80

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
343	**	PHYSICAL ENVIRONMENT	5,543,861	5,678,959.95	102	60,982,471	60,696,807.53	100	66,526,376	5,829,568.47
340	***	CHARGES FOR SERVICES	5,543,861	5,678,959.95	102	60,982,471	60,696,807.53	100	66,526,376	5,829,568.47
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	1,666	11,788.72	708	18,326	103,138.59	563	20,000	83,138.59-
10	02	INVESTMENT INTEREST	1,250	24.89	2	13,750	591.14	4	15,000	14,408.86
10	11	INTEREST/CBOS	416	.00		4,576	.00		5,000	5,000.00
10	*	INTEREST	3,332	11,813.61	355	36,652	103,729.73	283	40,000	63,729.73-
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	3,332	11,813.61	355	36,652	103,729.73	283	40,000	63,729.73-
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	108	.00		1,188	1,300.00	109	1,300	.00
362	**	RENT AND ROYALTIES	108	.00		1,188	1,300.00	109	1,300	.00
364		DISPOSITION FIXED ASSETS								
10	00	GAIN/(LOSS)	0	.00		0	19,404.12		0	19,404.12-
364	**	DISPOSITION FIXED ASSETS	0	.00		0	19,404.12		0	19,404.12-
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	250	4,993.00	1997	2,750	12,468.89	453	3,000	9,468.89-
365	**	SALE SURPLUS MTRLS &SCRAP	250	4,993.00	1997	2,750	12,468.89	453	3,000	9,468.89-
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	4,064	501.10	12	44,704	30,072.31	67	48,778	18,705.69
90	*	OTHER MISC REVENUES	4,064	501.10	12	44,704	30,072.31	67	48,778	18,705.69
369	**	OTHER MISC REVENUES	4,064	501.10	12	44,704	30,072.31	67	48,778	18,705.69
360	***	MISCELLANEOUS REVENUES	7,754	17,307.71	223	85,294	166,975.05	196	93,078	73,897.05-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	24	RENEW & REPLACE (424)	51,342	.00		191,709	.00		243,052	243,052.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	25	RESTRICTED ASSETS (425)	1,450	.00		5,800	.00		7,252	7,252.00
91	26	WS CPTL PROJ 2018B (426)	55,335	.00		221,340	276,677.00	125	276,677	.00
91	*	TRANSFER FROM	108,127	.00		418,849	276,677.00	66	526,981	250,304.00
381	**	INTERFUND TRANSFER	108,127	.00		418,849	276,677.00	66	526,981	250,304.00
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
83	*	CONTRIBUTION VIERA	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	2,350,121	.00		13,083,973	.00		15,434,092	15,434,092.00
99	*	BALANCE FORWARD	2,350,121	.00		13,083,973	.00		15,434,092	15,434,092.00
389	**	NON OPERATING SOURCES	2,350,121	.00		13,083,973	.00		15,434,092	15,434,092.00
380	***	OTHER SOURCES(NON-REV)	2,458,248	.00		13,502,822	276,677.00	2	15,961,073	15,684,396.00
FUND TOTAL		WATER/SEWER FUND	8,009,863	5,696,267.66	71	74,570,587	61,140,459.58	82	82,580,527	21,440,067.42

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	0	.00	0	0	.00	0	.00	0	.00	0
11 **	EXECUTIVE SALARIES	0	.00	0	0	.00	0	.00	0	.00	0
12-00	REGULAR SALARIES & WAGES	744885	576830.51	77	8567161	6741711.26	79	.00	9312092	2570380.74	72
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	26929	197.41	1	115189	142324.81	124	.00	142131	193.81-	100
12 **	REGULAR SALARIES & WAGES	771814	577027.92	75	8682350	6884036.07	79	.00	9454223	2570186.93	73
13-00	OTHER SALARIES & WAGES	60584	46857.06	77	666424	541542.10	81	.00	727064	185521.90	75
13 **	OTHER SALARIES & WAGES	60584	46857.06	77	666424	541542.10	81	.00	727064	185521.90	75
14-00	OVERTIME	68407	38497.19	56	644847	581497.14	90	.00	713288	131790.86	82
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	68407	38497.19	56	644847	581497.14	90	.00	713288	131790.86	82
15-00	SPECIAL PAY	150	150.00	100	1650	1650.00	100	.00	1800	150.00	92
15 **	SPECIAL PAY	150	150.00	100	1650	1650.00	100	.00	1800	150.00	92
20-00	CLOTHING/SHOE ALLOWANCE	1507	240.00	16	19337	19681.92	102	.00	20870	1188.08	94
20 **	CLOTHING/SHOE ALLOWANCE	1507	240.00	16	19337	19681.92	102	.00	20870	1188.08	94
21-00	FICA TAXES	68281	49958.66	73	750581	602623.43	80	.00	818898	216274.57	74
21 **	FICA TAXES	68281	49958.66	73	750581	602623.43	80	.00	818898	216274.57	74
22-00	RETIREMENT CONTRIBUTIONS	97490	78900.39	81	1282982	1098993.61	86	.00	1388749	289755.39	79
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	97490	78900.39	81	1282982	1098993.61	86	.00	1388749	289755.39	79
23-00	INSURANCES	20968	14827.25	71	230648	163798.22	71	.00	251635	87836.78	65
23-02	LIFE/HEALTH RETIREES	14381	10045.47	70	158191	137686.47	87	.00	172579	34892.53	80
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	242637	164755.96	68	2669007	1813246.23	68	.00	2911682	1098435.77	62
23-05	HEALTH RETIREES 50%	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-06	HEALTH RETIREES 100%	0	.00	0	0	.00	0	.00	0	.00	0
23-07	DENTAL INSURANCE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	277986	189628.68	68	3057846	2114730.92	69	.00	3335896	1221165.08	63
24-00	WORKER'S COMPENSATION	44432	35356.73	80	488546	414293.32	85	.00	533024	118730.68	78
24 **	WORKER'S COMPENSATION	44432	35356.73	80	488546	414293.32	85	.00	533024	118730.68	78
25-00	UNEMPLOYMENT COMPENSATION	416	6878.95	1654	4576	11008.72	241	.00	5000	6008.72-	220
25 **	UNEMPLOYMENT COMPENSATION	416	6878.95	1654	4576	11008.72	241	.00	5000	6008.72-	220
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	12600	11100.00	88	138600	118821.64	86	.00	151200	32378.36	79
27 **	BENEFIT OFFSET	12600	11100.00	88	138600	118821.64	86	.00	151200	32378.36	79
31-00	PROFESSIONAL SERVICES	166006	95047.53	57	1821866	248117.86	14	157022.55	1987882	1582741.59	20
31-01	LEGAL EXPENSES	45636	742.50	2	501776	128483.19	26	77955.19	547421	340982.62	38
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	210572	101036.91	48	1790260	1120616.95	63	733041.25	2000843	147184.80	93
31-33	EMPLOYEE HEALTH CENTER	11865	4434.15	37	130515	109500.65	84	32888.35	142389	.00	100
31 **	PROFESSIONAL SERVICES	434079	201261.09	46	4244417	1606718.65	38	1000907.34	4678535	2070909.01	56
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	99303	11542.89	12	1120040	918667.26	82	237508.10	1219377	63201.64	95
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	548813	548814.00	100	6036943	6036954.00	100	.00	6585764	548810.00	92
34 **	CONTRACT SERVICES	648116	560356.89	87	7156983	6955621.26	97	237508.10	7805141	612011.64	92
39-00	CONTINGENCY	75968-	.00	0	152058	.00	0	.00	76097	76097.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	75968-	.00	0	152058	.00	0	.00	76097	76097.00	0
40-00	TRAVEL AND PER DIEM	1440	10.39	1	15840	2663.51	17	.00	17308	14644.49	15
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1440	10.39	1	15840	2663.51	17	.00	17308	14644.49	15
41-00	COMMUNICATION	17926	14524.19	81	192629	173377.95	90	23578.51	210577	13620.54	94
41 **	COMMUNICATION	17926	14524.19	81	192629	173377.95	90	23578.51	210577	13620.54	94
42-00	FREIGHT & POSTAGE SERVICE	2038	62.89	3	22418	2070.54	9	.00	24490	22419.46	9
42 **	FREIGHT & POSTAGE SERVICE	2038	62.89	3	22418	2070.54	9	.00	24490	22419.46	9
43-00	ELECTRIC/WATER/SEWER	174535	112278.74	64	2130590	1412318.32	66	131244.13	2305157	761594.55	67
43 **	ELECTRIC/WATER/SEWER	174535	112278.74	64	2130590	1412318.32	66	131244.13	2305157	761594.55	67
44-00	RENTAL AND LEASES	2186	1620.00	74	36043	16427.81	46	3285.00	38250	18537.19	52
44 **	RENTAL AND LEASES	2186	1620.00	74	36043	16427.81	46	3285.00	38250	18537.19	52
45-00	INSURANCE	38000	.00	0	516022	527415.15	102	.00	557551	30135.85	95
45 **	INSURANCE	38000	.00	0	516022	527415.15	102	.00	557551	30135.85	95
46-00	REPAIRS & MAINTENANCE	491633	419993.02	85	5927164	4566159.52	77	673326.06	6418826	1179340.42	82
46-02	REPAIR/MAINT BUILDING	14009	6763.50	48	244816	73693.80	30	2812.00	258850	182344.20	30
46-03	REPAIR/MAINT-VEHICLES	24254	16174.87	67	226924	152456.95	67	6687.78-	251205	105435.83	58
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	529896	442931.39	84	6398904	4792310.27	75	669450.28	6928881	1467120.45	79
47-00	PRINTING & BINDING	603	.00	0	6633	4250.20	64	.00	7280	3029.80	58
47 **	PRINTING & BINDING	603	.00	0	6633	4250.20	64	.00	7280	3029.80	58
48-00	PROMOTIONAL ACTIVITIES	1666	6301.01	378	18326	13980.88	76	.00	20000	6019.12	70
48 **	PROMOTIONAL ACTIVITIES	1666	6301.01	378	18326	13980.88	76	.00	20000	6019.12	70

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-00	OTHER CHARGES & OBLIG.	12687	959.61	8	59404	63991.22	108	.00	72127	8135.78	89
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	3812.41-	0	0	56384.57-	0	.00	0	56384.57	0
49-08	CASH OVER & UNDER	0	4.18	0	0	96.13-	0	.00	0	96.13	0
49-09	DOCUMENT RECORDING CHGS	250	100.00-	40-	2750	5630.00-	205-	.00	3000	8630.00	188-
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	12937	2948.62-	23-	62154	1880.52	3	.00	75127	73246.48	3
51-00	OFFICE SUPPLIES	1813	1609.17	89	19943	9021.87	45	.00	21802	12780.13	41
51 **	OFFICE SUPPLIES	1813	1609.17	89	19943	9021.87	45	.00	21802	12780.13	41
52-00	OPERATING SUPPLIES	87956	83087.08	95	723370	688932.00	95	38111.24	811376	84332.76	90
52-07	JANITORIAL SUPPLIES	769	656.02	85	8459	4374.33	52	.00	9240	4865.67	47
52-09	CHEMICALS	322982	309156.09	96	3537802	3359279.84	95	488965.27	3860792	12546.89	100
52-30	FUEL OIL & LUBRICANTS	28351	32383.73	114	284407	219611.03	77	53497.55	312789	39680.42	87
52-33	EMPLOYEE HEALTH CENTER	6027	197.42	3	66297	43693.11	66	28630.89	72324	.00	100
52 **	OPERATING SUPPLIES	446085	425480.34	95	4620335	4315890.31	93	609204.95	5066521	141425.74	97
53-00	ROAD MATERIALS/SUPPLIES	7498	9584.97	128	32478	29953.01	92	3653.89	40000	6393.10	84
53 **	ROAD MATERIALS/SUPPLIES	7498	9584.97	128	32478	29953.01	92	3653.89	40000	6393.10	84
54-00	MEMBERSHIP/PUBLICATIONS	3258	.00	0	35668	34555.49	97	.00	38956	4400.51	89
54 **	MEMBERSHIP/PUBLICATIONS	3258	.00	0	35668	34555.49	97	.00	38956	4400.51	89
55-00	TRAINING	5762-	6625.00	115-	72120	37691.85	52	13825.00	66399	14882.15	78
55-01	EDA PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	5762-	6625.00	115-	72120	37691.85	52	13825.00	66399	14882.15	78
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	25983	14018.47	54	311897	287543.45	92	37468.94	345737	20724.61	94

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56 **	TECHNOLOGY SYSTEMS	25983	14018.47	54	311897	287543.45	92	37468.94	345737	20724.61	94
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	1569714	12932.00	1	4662285	379732.91	8	1136763.61	6232030	4715533.48	24
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	1569714	12932.00	1	4662285	379732.91	8	1136763.61	6232030	4715533.48	24
64-00	MACHINERY & EQUIPMENT	89085	30653.64	34	857222	640666.70	75	270627.00	946326	35032.30	96
64-15	IT HARDWARE	8457	.00	0	121530	.00	0	.00	130000	130000.00	0
64 **	MACHINERY & EQUIPMENT	97542	30653.64	31	978752	640666.70	66	270627.00	1076326	165032.30	85
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	60020.00	0	0	60020.00	0	.00	0	60020.00-	0
71 **	DEBT SERVICE - PRINCIPAL	0	60020.00	0	0	60020.00	0	.00	0	60020.00-	0
72-20	W/S SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	.00	0	75000	71200.00	95	.00	75000	3800.00	95

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
73 **	OTHER DEBT SERVICE COST	0	.00	0	75000	71200.00	95	.00	75000	3800.00	95
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	1100	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	1100	.00	0	.00	1200	1200.00	0
91-01	TRANSFER TO GEN FUND 001	638119	650865.67	102	7172262	7159522.37	100	.00	7810388	650865.63	92
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE 424	1063853	.00	0	10986178	11484879.00	105	.00	12050035	565156.00	95
91-25	TO RESTRICTED ASSET 425	629917	820819.30	130	6929087	6986544.10	101	.00	7559005	572460.90	92
91-26	WS CPTL PROJ 2018B 426	185546	153.86	0	742184	927884.86	125	.00	927731	153.86-	100
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND 424	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	2517435	1471838.83	59	25829711	26558830.33	103	.00	28347159	1788328.67	94
95-01	6% ILO FRANCHISE FEE	114582	114582.75	100	1260402	1260410.25	100	.00	1374993	114582.75	92
95 **	NONOPERATING	114582	114582.75	100	1260402	1260410.25	100	.00	1374993	114582.75	92
FUND 421	TOTAL *********										
	WATER/SEWER FUND	7969369	4518338.72	57	74590447	61583430.10	83	4137516.75	82580529	16859582.15	80
GRAND	TOTAL *********										
		7969369	4518338.72	57	74590447	61583430.10	83	4137516.75	82580529	16859582.15	80

FY 2021 Budget by Classification Report - Summary Listing

8/31/2021

Target for August 2021 is 92%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 1,811,269		$ 1,868,998	$ (57,729)	103%
CHARGES FOR SERVICES	$ -		$ (819)	$ 819	100%
INTERGOVERNMENTAL/GRANT	$ -		$ 1,497	$ (1,497)	0%
MISCELLANEOUS	$ -		$ 7,839	$ (7,839)	100%
OTHER SOURCES (NON-REVENUE)	$ 138,277		$ -	$ 138,277	0%
REVENUE TOTALS	**$ 1,949,546**	**$ -**	**$ 1,877,515**	**$ 72,031**	**96%**
EXPENSE					
SALARIES AND BENEFITS	$ 567,588	$ -	$ 448,540	$ 119,048	79%
OPERATING EXPENDITURES	$ 843,003	$ 17,217	$ 502,824	$ 322,962	62%
CAPITAL OUTLAY	$ 538,955	$ 157,736	$ 285,171	$ 96,048	82%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 1,949,546**	**$ 174,953**	**$ 1,236,535**	**$ 538,058**	**72%**
REVENUE TOTALS	**$ 1,949,546**	**$ -**	**$ 1,877,515**	**$ 72,031**	**96%**
EXPENSE TOTALS	**$ 1,949,546**	**$ 174,953**	**$ 1,236,535**	**$ 538,058**	**72%**
	$ -	**$ (174,953)**	**$ 640,980**	**$ (466,027)**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	CHARGES FOR PUBLIC SVCS	0	.00		1,661,269	1,777,632.46	107	1,661,269	116,363.46-
23 02	DELINQUENT TAX	0	28.10		0	148.77		0	148.77-
23 03	PENALTIES	0	1.93		0	4,479.58		0	4,479.58-
23 04	TAX CERTIFICATES	0	.00		150,000	86,737.21	58	150,000	63,262.79
23 *	STORMWATER	0	30.03		1,811,269	1,868,998.02	103	1,811,269	57,729.02-
325 **	SPECIAL ASSESSMENT	0	30.03		1,811,269	1,868,998.02	103	1,811,269	57,729.02-
320 ***	OTHER PERMITS & FEES	0	30.03		1,811,269	1,868,998.02	103	1,811,269	57,729.02-
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 00	SHARED REV - BREVARD CTY	0	.00		0	1,497.00		0	1,497.00-
10 *	SHARED REV - BREVARD CTY	0	.00		0	1,497.00		0	1,497.00-
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	1,497.00		0	1,497.00-
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	1,497.00		0	1,497.00-
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	14.28		0	818.85-		0	818.85
91 *	STORMWATER FEES	0	14.28		0	818.85-		0	818.85
343 **	PHYSICAL ENVIRONMENT	0	14.28		0	818.85-		0	818.85
340 ***	CHARGES FOR SERVICES	0	14.28		0	818.85-		0	818.85
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	774.54		0	7,833.10		0	7,833.10-
10 10	SBA	0	.35		0	5.98		0	5.98-
10 *	INTEREST	0	774.89		0	7,839.08		0	7,839.08-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
361	**	INTEREST & OTHER EARNINGS	0	774.89		0	7,839.08		0	7,839.08-
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	0	774.89		0	7,839.08		0	7,839.08-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	50	FUND BAL-APPROP. RESERVES	13,828	.00		124,452	.00		138,277	138,277.00
99	*	BALANCE FORWARD	13,828	.00		124,452	.00		138,277	138,277.00
389	**	NON OPERATING SOURCES	13,828	.00		124,452	.00		138,277	138,277.00
380	***	OTHER SOURCES(NON-REV)	13,828	.00		124,452	.00		138,277	138,277.00
FUND TOTAL		STORMWATER UTILITY	13,828	819.20	6	1,935,721	1,877,515.25	97	1,949,546	72,030.75

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	24373	23734.42	97	312175	277412.32	89	.00	336553	59140.68	82
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	226	.00	0	2175	2403.27	111	.00	2404	.73	100
12 **	REGULAR SALARIES & WAGES	24599	23734.42	97	314350	279815.59	89	.00	338957	59141.41	83
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	357	39.60	11	3137	3537.73	113	.00	3499	38.73-	101
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	357	39.60	11	3137	3537.73	113	.00	3499	38.73-	101
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	110	.00	0	610	720.00	118	.00	720	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	110	.00	0	610	720.00	118	.00	720	.00	100
21-00	FICA TAXES	2206	1777.43	81	24250	21307.26	88	.00	26461	5153.74	81
21 **	FICA TAXES	2206	1777.43	81	24250	21307.26	88	.00	26461	5153.74	81
22-00	RETIREMENT CONTRIBUTIONS	2902	2572.35	89	31919	28636.41	90	.00	34837	6200.59	82
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2902	2572.35	89	31919	28636.41	90	.00	34837	6200.59	82
23-00	INSURANCES	624	558.82	90	6864	5209.43	76	.00	7488	2278.57	70
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	8475	6757.48	80	93225	63642.20	68	.00	101710	38067.80	63
23-07	DENTAL INSURANCE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	9099	7316.30	80	100089	68851.63	69	.00	109198	40346.37	63
24-00	WORKER'S COMPENSATION	4094	3577.98	87	45013	41430.30	92	.00	49116	7685.70	84

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	4094	3577.98	87	45013	41430.30	92	.00	49116	7685.70	84
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	400.00	100	4400	4241.56	96	.00	4800	558.44	88
27 **	BENEFIT OFFSET	400	400.00	100	4400	4241.56	96	.00	4800	558.44	88
31-00	PROFESSIONAL SERVICES	8051	37424.44	465	90346	56832.00	63	11782.85	98401	29786.15	70
31-01	LEGAL EXPENSES	41	.00	0	451	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	579	216.30	37	6369	5341.51	84	1604.49	6946	.00	100
31 **	PROFESSIONAL SERVICES	8671	37640.74	434	97166	62173.51	64	13387.34	105847	30286.15	71
34-00	CONTRACT SERVICES	4214	.00	0	40758	34507.49	85	4359.49	44979	6112.02	86
34-10	COST OF GENERAL FUND SVCS	14597	14897.00	102	166163	163867.00	99	.00	180770	16903.00	91
34 **	CONTRACT SERVICES	18811	14897.00	79	206921	198374.49	96	4359.49	225749	23015.02	90
39-00	CONTINGENCY	7631	.00	0	191128	.00	0	.00	198762	198762.00	0
39 **	CONTINGENCY	7631	.00	0	191128	.00	0	.00	198762	198762.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	2607	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	2607	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	186	227.40	122	2046	1973.11	96	258.89	2232	.00	100
41 **	COMMUNICATION	186	227.40	122	2046	1973.11	96	258.89	2232	.00	100
42-00	POSTAGE & FREIGHT	41	36.90	90	451	188.63	42	.00	500	311.37	38
42 **	POSTAGE & FREIGHT	41	36.90	90	451	188.63	42	.00	500	311.37	38
43-00	ELECTRIC/WATER/SEWER	1520	882.63	58	16720	8983.58	54	7934.75	18240	1321.67	93
43 **	ELECTRIC/WATER/SEWER	1520	882.63	58	16720	8983.58	54	7934.75	18240	1321.67	93
44-00	RENTALS AND LEASES	8958	.00	0	11038	250.00	2	.00	20000	19750.00	1
44 **	RENTALS AND LEASES	8958	.00	0	11038	250.00	2	.00	20000	19750.00	1
45-00	INSURANCE	1657	.00	0	9847	11503.40	117	.00	11504	.60	100

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
45 **	INSURANCE	1657	.00	0	9847	11503.40	117	.00	11504	.60	100
46-00	REPAIRS & MAINTENANCE	17874	14447.93	81	146198	167567.12	115	9243.61-	164076	5752.49	97
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3700	4515.45	122	40700	25508.06	63	2523.55-	44400	21415.49	52
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	21574	18963.38	88	186898	193075.18	103	11767.16-	208476	27167.98	87
47-00	PRINTING & BINDING	83	.00	0	913	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	913	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	280.46-	0	0	2300.73-	0	.00	0	2300.73	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	0	280.46-	0	0	2300.73-	0	.00	0	2300.73	0
51-00	OFFICE SUPPLIES	41	.00	0	451	105.76	24	.00	500	394.24	21
51 **	OFFICE SUPPLIES	41	.00	0	451	105.76	24	.00	500	394.24	21
52-00	OPERATING SUPPLIES	1062	1366.84	129	11682	7103.54	61	727.47	12751	4919.99	61
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	9022	1515.56	17	15042	15579.06	104	.00	24064	8484.94	65
52-33	EMPLOYEE HEALTH CENTER	294	9.64	3	3234	2131.30	66	1396.70	3528	.00	100
52 **	OPERATING SUPPLIES	10378	2892.04	28	29958	24813.90	83	2124.17	40343	13404.93	67
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	682	165.00	24	.00	750	585.00	22
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	682	165.00	24	.00	750	585.00	22
55-00	TRAINING	312	.00	0	3432	2138.50	62	.00	3750	1611.50	57
55 **	TRAINING	312	.00	0	3432	2138.50	62	.00	3750	1611.50	57

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56-15	IT-RELATED OPERATING EXP	357	230.00	64	2142	1380.00	64	920.00	2500	200.00	92
56 **	TECHNOLOGY SYSTEMS	357	230.00	64	2142	1380.00	64	920.00	2500	200.00	92
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	20138	7815.00	39	293264	139626.50	48	82735.54	313405	91042.96	71
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	20138	7815.00	39	293264	139626.50	48	82735.54	313405	91042.96	71
64-00	MACHINERY & EQUIPMENT	19074	145544.00	763	206476	145544.00	71	75000.00	225550	5006.00	98
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	19074	145544.00	763	206476	145544.00	71	75000.00	225550	5006.00	98
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-26	WS CPTL PROJ 2018B 426	0	18.22	0	0	18.22	0	.00	0	18.22-	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	18.22	0	0	18.22	0	.00	0	18.22-	0
FUND 423	TOTAL ********* STORMWATER UTILITY	163498	268284.93	164	1785908	1236553.53	69	174953.02	1949546	538039.45	72
GRAND	TOTAL *********	163498	268284.93	164	1785908	1236553.53	69	174953.02	1949546	538039.45	72

Legislation Details (With Text)

File #:	21-646	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/21/2021			**In control:**	City Council
On agenda:	9/28/2021			**Final action:**	
Title:	Informational only - Indian River Drive Septic to Sewer. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Areas J and K exhibit 9.21.2021.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 20, 2021
Agenda Date: September 28, 2021
Prepared By: John "Jack" Walsh, P.E., Utilities Director
Through: Stockton Whitten, City Manager
Requested Action:
Informational only - Indian River Drive Septic to Sewer

BACKGROUND:

Two areas known as areas J and K within the city limits of Cocoa were identified as areas for septic to sewer conversion and eligible for funding through the Save Our Indian River Lagoon (SOIRL) sales tax levied by Brevard County. Both areas are located on Indian River Drive and contain a total of 130 homes.

Appropriations are based on the estimated pounds of nitrogen and phosphorous removed by removing or improving septic systems. The original appropriation for Cocoa was $4,338,360 for both areas J and K for 100% participation.

Cocoa engaged a consultant to prepare a preliminary feasibility study to identify more specifically how many homes could be served, if a gravity or pressure force main system would be required and to understand the geology, and the challenges of construction in this area. Upon completion of a preliminary layout for the sewer, a community meeting was scheduled for citizens to ask questions and see the proposed scope of work.

The final design is underway and final plans will be complete in December 2021. An opinion of probable costs was prepared by the Engineer of Record and the costs vary based on the method of construction used by a contractor to install the sewer mains. Typical open cut techniques may be used in some areas and special subsurface directional drilling will be required in other areas and

therefore the costs will vary greatly. In addition, of the 130 properties eligible for funding, it is only possible to serve 97 lots based on the engineering constraints.

SOIRL has recently increased the pro rata share funding available per lot. Currently, the 97 lots would be eligible for a total of $5,446,938 in SOIRL funding for 100% participation. Based on the Engineer's Opinion of Probable Costs developed with 60% plans completed, in addition to the SOIRL funding, the cost to the city could range from $1.55M to $3.15M to fully construct the gravity sewer mains. This assumes 100% participation of the 97 lot owners and the costs increase as the participation rate decreases. At 40% participation, the city could be responsible to pay $4.82M to $6.42M of reimbursable costs back to Brevard County.

At the community meeting hosted by Staff and our consultant, the project was presented as a potential no cost to the homeowners based on information known at the time. Per our current discussion with Brevard County, the costs for the design and construction of the sewer system are reimbursable and the onsite costs homeowner's costs are not reimbursable. A survey was conducted in conjunction with the community meeting and of the 40 respondents, 22 homeowners or 55% were not supportive of the project if the homeowner was responsible for costs associated with connecting to the sewer system. Staff is aware of an FDEP 319 grant that can be used to offset costs, but the funding will only cover 60% of the homeowner costs. Note, if the average on site cost per lot is $15K and the impact fee is $1,250, the net cost to the homeowner is estimated to be approximately $6,500 per lot.

Currently, Staff is having its consultant complete the final engineering design. However, due to the significant financial impacts to the city and to homeowners, Staff will continue to look for opportunities to close the funding gap for the infrastructure and the costs to the homeowners.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational only.

powered by Legistar™

Areas J and K - Funding Exhibit

SOIRL Previous

Number of Connections Identified	Assumed Particpation Rate		Funding SOIRL	Current Estimated Const. Cost Min.	Current Estimated Const. Cost Max.	Design Cost	Net Cost to City Low	Net Cost to City High
130	100%	130	$4,338,360	$6,600,000	$8,200,000	$405,865	**$2,667,505**	**$4,267,505**

Range of Costs

Current SOIRL Funding

City Costs - Infrastructure

# of Connections Served by Project	Assumed Particpation Rate	Actual Connections made	Current Funding SOIRL	Current Estimated Const. Cost Min.	Current Estimated Const. Cost Max.	Design Cost	**Net Cost to City Low**	**Net Cost to City High**
97	100%	97	$5,446,938	$6,600,000	$8,200,000	$405,865	**$1,558,927**	**$3,158,927**
	90%	87	$4,902,244	$6,600,000	$8,200,000	$405,865	**$2,103,621**	**$3,703,621**
	80%	78	$4,357,550	$6,600,000	$8,200,000	$405,865	**$2,648,315**	**$4,248,315**
	70%	68	$3,812,857	$6,600,000	$8,200,000	$405,865	**$3,193,008**	**$4,793,008**
	60%	58	$3,268,163	$6,600,000	$8,200,000	$405,865	**$3,737,702**	**$5,337,702**
	50%	49	$2,723,469	$6,600,000	$8,200,000	$405,865	**$4,282,396**	**$5,882,396**
	40%	39	$2,178,775	$6,600,000	$8,200,000	$405,865	**$4,827,090**	**$6,427,090**

Range of Costs

Notes:

The analysis does not include cost of Engineering Service required during construction

The analysis does not include any costs to the homeowner such as; impact fees, plumbing, septic tank disposal or restoration for lots