City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, September 25, 2018

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 18-441 Approve the Agenda for the Regular meeting of September 25, 2018, as presented or with amendments.

Attachments: 09-25-18 Short Agenda.pdf

MINUTES:

II.2(a) 18-443 Approve the minutes of the Regular City Council meeting of August 14, 2018, as written or with amendments.

Attachments: 08-14-18 Minutes.pdf
EXHIBIT A-Letters read by J. Riggs.pdf
EXHIBIT B-Ordinance 06-2018 LMUB.pdf

II.2(b) 18-444 Approve the Minutes of the Regular meeting of August 28, 2018, as written or with amendments.

Attachments: 08-28-18 Minutes.pdf
Exhibit A- Letter from Aleck Greenwood.pdf
Exhibit B-Final Subdivision presentation.pdf

III. AWARDS AND PRESENTATIONS:

III.1 18-313 2018 Trash Bash Awards Presentation. (Leisure Services Manager)

Attachments: Email about Presentation 001.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 18-386 Approve Task Order 2019-93 with Jacobs/CH2M for Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program, Project No. WS13BC; Pending Approval of the FY2019 Budget. (Utilities Director)

Attachments: Task Order 2019-93.pdf
FY19 CCC Program Assistance Task Order 2019-93.pdf
FY19 CCC Program TO 2019-93 Fee Breakdown.pdf

V.2 18-387 Approve Task Order 2019-92 with Jacobs/CH2M to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, project management, organizing and utilizing asset data; Pending Approval of the FY2019 Budget. (Utilities Director)

Attachments: Task Order 2019-92.pdf
FY19 WFO Assistance Task Order 2019-92.pdf
FY19 WFO Assistance TO 2019-92 Fee Breakdown.pdf

V.3 18-388 Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase through Redzone Robotics for Manhole Assessments; Pending Approval of the FY2019 Budget. (Utilities Director)

Attachments: Resolution - Sole Source -Redzone Robotics.doc
Cocoa FL MACP Proposal 2nd Phase.pdf

V.4 18-389 Approve Task Order 2019-02 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Assessment Information Management Assistance, Quality Control Process Development, Long-Term Strategic Planning, and SCADA Maintenance. (Utilities Director)

Attachments: Task Order 2019-02 Carollo Engineers.pdf
Carollo Proposal and Fee Schedule FY19 TO 2019-02.pdf
07_24_18_ Continuing Services Agreement.pdf

V.5 18-425 Approve the First Amendment to Purchase Agreement with Flowers Chemical Laboratories, Inc., Altamonte Springs, Florida, for Contract Laboratory Services effective October 1, 2018 through September 30, 2020. (Utilities Director)

Attachments: 1st Amendment to Purch Agmt - Flowers Chem Lab - 1st Renewal (24-Months)

Contract Documents - Flowers

V.6 18-432 Approve a Resolution Amending the FY2018 Budget and Approve Task Order 2018-03 with Carollo Engineers, Inc., Walnut Creek, California, for a Computerized Maintenance Management System (CMMS) and Electronic Operation and Maintenance Manual Created and Installed on all Sellers SCADA Computers, Project No. WS17CM. (Utilities Director)

Attachments: T.O. 2018-03 - Proposal

Budget Resolution FY 2018 - T.O. 2018-03

BAF-UT-T.O. 2018-03 CMMS (9-25-18)~ Agenda 18-432.pdf

TO-(2018-03)-UT-Carollo Engineer Inc .pdf

07_24_18_ Continuing Services Agreement.pdf

V.7 18-435 Approve a Resolution Amending the FY2018 Budget to Reallocate Funds Due To Increase in Fuel Costs and Vehicles Repairs. (Utilities Director)

Attachments: Budget Resolution FY 2018.docx

BAF-UT-4020-FUEL VEHICLE REPAIRS (9-25-18)~ Agenda 18-435 - FY18.pdf

V.8 18-451 Award Bid #B-18-19-COC, Lift Station No. 29 Gravity Main Improvements, to Danus Utilities, Inc., Sanford, Florida, for the Gravity Main Replacement Project in the Amount of $162,490; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $16,249 (10% of the Contract Amount) for a Total Project Cost of $178,739. (Utilities Director)

Attachments: B-18-19-COC Tabulation Sheet.pdf

B-18-19-COC Final MEMO.pdf

Resolution Project Contingency - LS #29

V.9 18-453 Approve the Reappointment of Mr. Elliott Zimmerman as a member of the Fire Pension Board, through September 30, 2020. (Administrative Services Director)

Attachments: Zimmerman Reappointment information.pdf

Zimmerman Consideration letter.pdf

Fire Pension Roster.pdf

V.10 18-458 Approve the new City of Cocoa Drug and Alcohol-Free Workplace Policy and Procedure effective October 1, 2018. (Administrative Services Director)

Attachments: City of Cocoa Employee Handbook Drug Policy (July 12 2011)

FINAL (10-1-18) Drug Free Workplace Policy

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 18-418 Approve the requested revisions and date changes to the road closures that were previously approved by City Council on January 9, 2018. (Assistant to the City Manager/Public Relations Specialst)

Attachments: 2018_FallFestivalChristCentralChurch_85x11Portrait

2018_RC_Council_Agenda

VII.2 18-419 Approval of a full day road closure request (210 ft. from 8:00am-5:00pm) of Rosa L. Jones, in South Cocoa Village on October 13, 2018 by Upcycled Restoration Co. (Assistant to the City Manager/Public Relations Specialist)

Attachments: Upcycled_Footprint_Rosa_Jones_Closure

Alternate Routes

2018_RC_Council_Agenda

VIII. CITY BUSINESS:

VIII.1 18-415 Ordinance No. 9-2018/1st Reading: Related to changes in the Firefighters' Retirement Plan due to changes in the City of Cocoa and IAFF Collective Bargaining Agreement effective October 1, 2018 to September 30, 2021, amending Section 2-321, Retirement Dates; and amending Section 2-332, Share Plan. (Administrative Services Director)

Indexes: benefits; labor union; IAFF; Retirement; Pension

Attachments: 2018 Cocoa FF Pension Ord 9-2018 (First Reading Sept 25 2018).docx

IAFF 18-21 Pension Article 41

VIII.2 18-420 Approve Resolution No. 2018-078 to Change the Definition of a Capital Asset for Accounting Purposes. (Finance Director)

Attachments: Resolution 2018-078 Capital Asset Definition

VIII.3 18-430 Approve Resolution No. 2018-080 to Establish a Working Capital Reserve Policy for the Water and Sewer Utility Fund. (Finance Director)

Attachments: Working Capital Reserve Resolution_2018

Working Capital Reserve Policy

VIII.4 18-456 Approve the three-year contract between the City of Cocoa and the Central Florida Police Benevolent Association (PBA) for the contract term of October 1, 2018 through September 30, 2021. (Administrative Services Director)

Indexes: Labor; labor union; PBA; Union

Attachments: Signed PBA MOU Wages

PBA Contract 2018-2021 Final 3.pdf

VIII.5 18-457 Approve the three-year contract between the City of Cocoa and the Laborers' International Union of North America (LIUNA) Local 630 Union for the contract term October 1, 2018 to September 30, 2021. (Administrative Services Director)

Indexes: Labor; labor union; LIUNA; Union

Attachments: Signed LIUNA MOU Wages_09122018

FINAL LIUNA Contract 10-1-18 to 9-30-21

MULTI-YEAR CONTRACTS:

VIII.7 18-391

Award Bid # B-19-02-COC, Liquid Chlorine and Soda Ash to Brenntag Mid-South Inc., Orlando, FL, for the Purchase of Liquid Chlorine and to Genesis Alkalai, LLC, Philadelphia, PA, for the Purchase of Soda Ash; To Approve the First Amendment to Purchase Agreement with Tropichem Enterprises, Jupiter, FL, for the Purchase of Wisprofloc-N-Starch; Carmeuse Lime & Stone, Pittsburg, PA, for the Purchase of Quick Lime Pebble 3/8" and ¾"; and Air Products and Chemicals, Inc., Allentown, PA, for the Purchase of Liquid Oxygen (LOX); To Approve the Second and Final Amendment to Purchase Agreement with Kemira Water Solutions, Inc., Lawrence, KS, for the Purchase of Ferric Sulfate; Airgas USA, LLC, Tampa, FL, for the Purchase of Carbon Dioxide; Tanner Industries, Inc., Southhampton, PA, for the Purchase of Anhydrous Ammonia; Harcros Chemicals, Inc., Tampa, FL, for the Purchase of Hydroflurosilicic Acid; and Allied Universal Corporation, Miami, FL, for the Purchase of Sodium Hypochlorite; and To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Cal Flo Liquid Lime from Burnett Lime, Co., Inc., Campobello, SC; LT27 Polymer from Fort Bend Services, Inc., Stafford, TX; and 1986N Superfloc from Industrial Chemicals, Inc., Dallas, TX, for the Dyal Water Treatment Plant and the Jerry Sellers Water Reclamation Facility for FY2019. (Utilities Director)

Attachments:

B-19-02-COC Final MEMO

B-19-02-COC Tabulation Sheet (002)

B-19-02-COC Notice of Award

Tropichem Enterprises 1st Amendment FY2019 (Wisprofloc-N-Starch) (002)

Carmeuse Lime Stone 1st Amendment FY2019 Quick Lime Pebble (002)

Air Products and Chemicals 1st Amendment FY2019 (Liquid Oxygen) LOX

Kemira Water Solutions Inc. 2nd Amendment FY2019 Ferric Sulfate

Airgas USA LLC - 2nd Amendment FY2019 Carbon Dioxide (002)

Tanner Industries Inc. 2nd Amendment FY2019 Anhydrous Ammonia (002)

Harcros Chemicals Inc. 2nd Amendment FY2019 (Hydroflurosilicic Acid) (002)

Allied Universal Corporation 2nd Amendment FY2019 (Sodium Hypochlorite) (0

Proprietary Sole Source List Current as of 8-2-18

FY2019 - CHEMICALS (Dyal & Sellers) Totals Revised 09.12.2018

VIII.8 18-424 Approve Amendment #2 to the Continuing Services Agreement for Cardno to renew the agreement for 36 months or three (3) more years, as approved by City Council on June 23, 2015; Approve Amendment #2 to the Continuing Services Agreement for Terracon Consultants, Inc. to renew the agreement for 36 months or three (3) more years, as approved by City Council on June 23, 2015. (Community Services Director)

Attachments: CARDNO - CSA - 2ND Amendment - Signed by Vendor
Cardno AGREEMENT
Terracon AGREEMENT
Terracon 2nd Amendment.pdf

VIII.9 18-437 Approval of sole source resolution for a multi-year agreement with Target Solutions Learning, LLC for a city-wide Learning Management System effective October 1, 2018 through September 30, 2021 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: Finalized_2018_City_of_Cocoa_Agreement.pdf
Sole Source Resolution.doc

VIII.10 18-459 Approve a multi-year Service Agreement with Regional Emergency Medicine Specialist, Inc., representing David William, D.O., for services provided to Cocoa Fire Department and authorize the City Manager to execute the agreement. This is contingent on approval of the Fiscal Year 2020 and 2021 budgets. (Fire Chief)

Attachments: Medical Director Agreement.pdf

IX. INFORMATIONAL AGENDA:

IX.1 18-412 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 08/31/2018. (Finance Director)

Attachments: PO Monthy Report to City Council 10.01.17 thru 08.31.18.pdf

IX.2 18-446 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: Change Order-Contingency Report August 2018.pdf

IX.3 18-447 FY 2018 Budget Adjustment Report. (Finance Director)

Attachments: August FY 2018 EXPENSE Budget Tracking Worksheet.pdf
August FY 2018 REVENUE Budget Tracking Worksheet.pdf

IX.4 18-448 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 Classification Report August 2018~.pdf

IX.5 18-461 Cocoa Police Department District Event Statistics for the month of July, 2018. (Chief of Police)

Attachments: July 2018 Council Report by District .pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	18-441	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/11/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of September 25, 2018, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-25-18 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2018
Agenda Date: September 25, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of September 25, 2018, as presented or with amendments

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of September 25, 2018, as presented or with amendments

powered by Legistar™

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

September 25, 2018

DATE: September 25, 2018	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of September 25, 2018 (18-441)
2. Minutes: (a) Regular City Council Meeting on August 14, 2018 (18-443)
   (b) Regular City Council Meeting on August 28, 2018 (18-444)

III. AWARDS AND PRESENTATIONS:

1. 2018 Trash Bash Awards Presentation. (18-313). (Leisure Services Manager)

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

1. Approve Task Order 2019-93 with Jacobs/CH2M for Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program, Project No. WS13BC; Pending Approval of the FY2019 Budget. (18-386). (Utilities Director)

2. Approve Task Order 2019-92 with Jacobs/CH2M to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, project management, organizing and utilizing asset data; Pending Approval of the FY2019 Budget. (18-387). (Utilities Director)

3. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase through Redzone Robotics for Manhole Assessments; Pending Approval of the FY2019 Budget. (18-388). (Utilities Director)

4. Approve Task Order 2019-02 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Assessment Information Management Assistance, Quality Control Process Development, Long-Term Strategic Planning, and SCADA Maintenance. (18-389). (Utilities Director)

5. Approve the First Amendment to Purchase Agreement with Flowers Chemical Laboratories, Inc., Altamonte Springs, Florida, for Contract Laboratory Services effective October 1, 2018 through September 30, 2020. (18-425). (Utilities Director)

6. Approve a Resolution Amending the FY2018 Budget and Approve Task Order 2018-03 with Carollo Engineers, Inc., Walnut Creek, California, for a Computerized Maintenance Management System (CMMS) and Electronic Operation and Maintenance Manual Created and Installed on all Sellers SCADA Computers, Project No. WS17CM. (18-432). (Utilities Director)

7. Approve a Resolution Amending the FY2018 Budget to Reallocate Funds Due to Increase in Fuel Costs and Vehicles Repairs. (18-435). (Utilities Director)

8. Award Bid #B-18-19-COC, Lift Station No. 29 Gravity Main Improvements, to Danus Utilities, Inc., Sanford, Florida, for the Gravity Main Replacement Project in the Amount of $162,490; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $16,249 (10% of the Contract Amount) for a Total Project Cost of $178,739. (18-451). (Utilities Director)

9. Approve the Reappointment of Mr. Elliott Zimmerman as a member of the Fire Pension Board, through September 30, 2020. (18-453). (Administrative Services Director)

10. Approve the new City of Cocoa Drug and Alcohol-Free Workplace Policy and Procedure effective October 1, 2018. (18-458). (Administrative Services Director)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Approve the requested revisions and date changes to the road closures that were previously approved by City Council on January 9, 2018. (18-418). (Assistant to the City Manager/Public Relations Specialist)

2. Approval of a full day road closure request (210 ft. from 8:00am-5:00pm) of Rosa L. Jones, in South Cocoa Village on October 13, 2018 by Upcycled Restoration Co. (18-419). (Assistant to the City Manager/Public Relations Specialist)

VIII. CITY BUSINESS:

1. Ordinance No. 09-2018/first reading: Related to changes in the Firefighters' Retirement Plan due to changes in the City of Cocoa and IAFF Collective Bargaining Agreement effective October 1, 2018 to September 30, 2021, amending Section 2-321, Retirement Dates; and amending Section 2-332, Share Plan. (18-415). (Administrative Services Director)

2. Approve Resolution No. 2018-078 to Change the Definition of a Capital Asset for Accounting Purposes. (18-420). (Finance Director)

3. Approve Resolution No. 2018-080 to Establish a Working Capital Reserve Policy. (18-430). (Finance Director)

4. Approve the three-year contract between the City of Cocoa and the Central Florida Police Benevolent Association (PBA) for the contract term of October 1, 2018 through September 30, 2021. (18-456). (Administrative Services Director)

5. Approve the three-year contract between the City of Cocoa and the Laborers' International Union of North America (LIUNA) Local 630 Union for the contract term

October 1, 2018 to September 30, 2021. (18-457). (Administrative Services Director)

6. Authorize change orders to CareATC (PO 71143) for FY2018 on the multi-year agreement with CareATC in the amount of $78,083. Authorize the City Manager to approve any necessary change orders for Fiscal Year 2019 not to exceed $50,000 and any future change orders that may be needed for future renewal terms up to $50,000. (18-462). (Administrative Service Director)

MULTI-YEAR CONTRACTS:

7. Award Bid # B-19-02-COC, Liquid Chlorine and Soda Ash to Brenntag Mid-South Inc., Orlando, FL, for the Purchase of Liquid Chlorine and to Genesis Alkalai, LLC, Philadelphia, PA, for the Purchase of Soda Ash; To Approve the First Amendment to Purchase Agreement with Tropichem Enterprises, Jupiter, FL, for the Purchase of Wisprofloc-N-Starch; Carmeuse Lime & Stone, Pittsburg, PA, for the Purchase of Quick Lime Pebble 3/8" and ¾"; and Air Products and Chemicals, Inc., Allentown, PA, for the Purchase of Liquid Oxygen (LOX); To Approve the Second and Final Amendment to Purchase Agreement with Kemira Water Solutions, Inc., Lawrence, KS, for the Purchase of Ferric Sulfate; Airgas USA, LLC, Tampa, FL, for the Purchase of Carbon Dioxide; Tanner Industries, Inc., Southhampton, PA, for the Purchase of Anhydrous Ammonia; Harcros Chemicals, Inc., Tampa, FL, for the Purchase of Hydroflurosilicic Acid; and Allied Universal Corporation, Miami, FL, for the Purchase of Sodium Hypochlorite; and To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Cal Flo Liquid Lime from Burnett Lime, Co., Inc., Campobello, SC; LT27 Polymer from Fort Bend Services, Inc., Stafford, TX; and 1986N Superfloc from Industrial Chemicals, Inc., Dallas, TX, for the Dyal Water Treatment Plant and the Jerry Sellers Water Reclamation Facility for FY2019. (18-391). (Utilities Director)

8. Approve Amendment #2 to the Continuing Services Agreement for Cardno to renew the agreement for 36 months or three (3) more years, as approved by City Council on June 23, 2015; Approve Amendment #2 to the Continuing Services Agreement for Terracon Consultants, Inc. to renew the agreement for 36 months or three (3) more years, as approved by City Council on June 23, 2015. (18-424). (Community Services Director)

9. Approval of sole source resolution for a multi-year agreement with Target Solutions Learning, LLC for a city-wide Learning Management System effective October 1, 2018 through September 30, 2021 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. (18-437). (Administrative Services Director)

10. Approve a multi-year Service Agreement with Regional Emergency Medicine Specialist, Inc., representing David William, D.O., for services provided to Cocoa Fire Department and authorize the City Manager to execute the agreement. This is contingent on approval of the Fiscal Year 2020 and 2021 budgets. (18-459). (Fire Chief)

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 08/31/2018. (18-412). (Finance Director)

2. 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. (18-446). (Finance Director)

3. FY 2018 Budget Adjustment Report. (18-447). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (18-448). (Finance Director)

5. Cocoa Police Department District Event Statistics for the month of July, 2018. (18-461). (Chief of Police)

X. REPORTS:

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

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: if a person decides to appeal any decision made by the City Council with respect to any matter

considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

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

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

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

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

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

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

Legislation Details (With Text)

File #:	18-443	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	9/11/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	Approve the minutes of the Regular City Council meeting of August 14, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-14-18 Minutes.pdf EXHIBIT A-Letters read by J. Riggs.pdf EXHIBIT B-Ordinance 06-2018 LMUB.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2018
Agenda Date: September 25, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the minutes of the Regular City Council meeting of August 14, 2018, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the minutes of the Regular City Council meeting of August 14, 2018, as written or with amendments.

powered by Legistar™

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

August 14, 2018

A Regular City Council meeting was held on Tuesday, August 14, 2018, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:10 p.m.

Councilman Whipple provided the invocation and Councilman Boisvert led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Jeri Blanco	Deputy Mayor
	Don Boisvert	Councilman
	Brenda Warner	Councilwoman
	Clarence Whipple, Jr.	Councilman
	Anthony Garganese	City Attorney
	John Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Karen Hamilton, Community Services Director; Michael Cantaloupe, Chief of Police; Lora Howell, Deputy Finance Director; Jonathan Lamm, Deputy Fire Chief; Rebecca Bowman, Finance Director; Dodie Selig, Planning & Zoning Manager; and Jason McCuen, Helpdesk Support Tech.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of August 14, 2018 (18-319)
2. Minutes: (a) CPSM Workshop on June 19, 2018 (18-320)
   (b) Regular Meeting of June 26, 2018 (18-321)
   (c) Fiscal Sustainability Workshop on June 28, 2018 (18-322)

The agenda was amended to move Council Business Items VII.1-4 to the Consent Agenda, and due to the number of individuals who have traveled from Orlando for the items pertaining to the bonds. City Manager Titkanich requested that City Business Items VI.1-4 be heard prior to Delegations.

Mayor Parrish spoke in regards to Public Hearing VIII.4 and mentioned two things. There were a lot of people in attendance who wished to speak about the ordinance and hotel. At the last meeting there were a lot of folks in attendance and it got heated on his part. He apologized to those he was speaking to and to those he may have offended. Furthermore, he has spoken to a few of the ladies and has had a lot of phone calls, both positive and negative. Additionally, it was brought to his attention by a friend that there was never a public workshop on the hotel and hotel site. He felt that was one reason this subject was so emotional. He stated that he is for the hotel if it meets the zoning and architectural requirements. He asked that the item be tabled until a workshop could be held.

Councilwoman Warner pointed out that this agenda item was not approving the hotel, it was approving a zoning change. It has to be done regardless of what will be done. The developer had his meeting, and she is 100% in agreement with the Mayor; however, she believes that they could move forward with the agenda item. She reiterated that they are not approving the hotel.

Mayor Parrish asked for a compromise and asked that the item be heard first under Public Hearings.

* **MOTION by Councilwoman Warner; Seconded by Councilman Boisvert, to approve the agenda with the following changes: Move Council Business Items VII.1-4 to the Consent Agenda; City Business Items VI.1-4 to be heard prior to Delegations; and Public Hearing VIII.4 to be heard first under Public Hearings.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Manager Titkanich further advised that the focus of the change was not to approve the hotel, but to amend the zoning change. The Cocoa CRA has requested this amendment to the Code. It involves more than just the former city hall property. It was an issue that staff raised when the project was proposed. If this passes, it still has to go through site planning, Planning & Zoning, variances, etc. He assured everyone that they would schedule a public meeting as soon as they can and would pass around a sheet for names and emails, in order to ensure everyone is invited.

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

Edward Green, 104 Riverside Drive, Cocoa, was in favor of the zoning amendment regardless if a hotel was built or not. It would allow flexibility to build on that lot. He feels that people are afraid that the size would be daunting, however, there are other things that still have to be done such as a comp plan review, site plan, etc. He encouraged people not to be afraid of a number and asked for a show of hands of those in favor of the hotel. Most of the audience raised their hands.

Tammy Eastburn, 6695 Corto Road, and a City Employee, was in attendance to follow up on a directive to the City Manager from last month. She had sent two emails last week and he stood at her desk and apologized today stating he had other things to do. He mentioned that he had provided Council with a report. What she heard was that he was too busy to deal with someone of her stature. There was no courtesy in regards to the emails. She stated that this was the type of leadership staff has been subject to under his term. Clearly, he feels that people of her stature do not get the same treatment and has never seen more of a turnover of employees and directors than she has under his tenure.

She stated that it seems that the only people that he associates with are those on the third floor on the southeast wing. She then asked if Council got a report.

In response, City Manager Titkanich recalled that she presented an item in regards to collective bargaining, and at the Executive Session held last night he presented the information. This was regarding salaries. Ms. Eastburn stated

that she would like to see what was given and City Manager Titkanich indicated they would get her the information.

Deloris Purdie, 1053 Willow Lane, Cocoa, thanked police officers that showed up at her house on July 27th. One of the officers remained very calm and professional. She was so nervous that she had to go back into the house as the situation got out of control very quickly. She explained that her son had been pulled over, six houses down from their house, without being told why. He was finally told it was because his car was not registered. One of the officers never apologized, yelled and mentioned he was going to call his Sergeant. The car was registered and she felt it was harassment. The officer who was there with the Sergeant was very professional, but Sgt. Rush was disrespectful. She believed if Council was wanting to build a better community then there needs to be trust.

Chief Cantaloupe advised that he spoke with Ms. Purdie on the phone and it is an open investigation. Ms. Purdie stated she has never felt so terrified in broad daylight with a marked car being close by.

John Foster, 121 St. Charles Street, Cocoa, stated that he had been in contact with Councilman Whipple several times over the past couple of weeks in regards to getting a permit for a fence on the property that he owns right next to his house. He mentioned that he called Planning & Zoning and explained what he wanted to do and they said all was good, yet, every time he has tried to do something he is told no. The City Code states that you cannot put a structure on a vacant lot and he is now being told there are a lot of extra steps he needs to go through in order to tie the two properties together.

He advised that once he does he cannot separate them again. His intentions were to use the property for some time and then sell the property off. He would like staff to revisit the Code and make it to where you can put a fence on adjoining property.

Councilman Whipple had concerns that Mr. Foster could not receive a response in a timely manner.

Mr. Foster understands that the department is shorthanded but he could not get anyone to call him back. He was told there are only certain times he can meet with staff.

City Manager Titkanich advised that the Assistant City Manager and the Director are working together for a resolution to this.

Mr. Foster stated he was told at one point he could get the permit but it could not be issued until they were put together on a tax deed. When he asked when he could pick up the permit he was told it would be worked on Monday but he could pick it up Tuesday. He waited 1 ½ hours and then was told he could not get the permit.

Mayor Parrish asked this to be looked into. Councilman Whipple did not believe this should be this difficult.

Attorney Garganese advised that he was generally aware of this situation and explained the City Code and what it states and spoke about possible solutions. He assured Mr. Foster that he would look into this further. Councilman Whipple asked if he could be grandfathered in and Attorney Garganese agreed to look at a solution for this situation.

Barbara Kinsey, 1628 Manor Drive, Cocoa, asked why the zoning change was on the agenda prior to having a commitment from the developer regarding the size, etc. She believed this was a poor process. She further questioned why the city did not originally seek projects with specifications already in place. This opens the door for further violations and for the loss of character of the village. The Planning & Zoning Board voted against the zoning change 6-2. She urged all to vote no against the zoning change.

City Manager Titkanich clarified that the City did not issue the RFP, the Cocoa CRA did. They are two different bodies.

Helma Mezy, 2214 Clairmont Drive, Cocoa, loves Cocoa and she moved here because she used to live in New Orleans and the character of Cocoa reminded her of it. She did not want to deal with the big city issues and the house she found looks like it is from New Orleans. She has lived here for about 7-8 years and has fallen in love with the area and the historical aspect of the City. She asked Council to reconsider the zoning ordinance to keep the charm and historical context of Cocoa.

Bill Morris, 1908 Manor Dirve, Cocoa, commended Mayor Parrish for his apology and for proposing a workshop for the zoning/hotel issue. He believed that this was an integral part of what happens to that property and was not in favor of any

building that goes seven or eight stories high. He urged them to delay the decision tonight and to make it a part of the workshop. They could then decide whether to rezone or not.

Judy McCluney, 1908 Manor Drive, Cocoa, spoke in regards to the zoning. She thanked Mayor Parrish for requesting a workshop. She spoke about the parking situation and requested that more time be put into this decision. She asked Council not to rush into a decision. She felt more pieces needed to be put into play with this item.

* **MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to extend Delegations for another 30 minutes.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

Jennifer Riggs, 1629 N. Indian River Drive, read a letter into the record from Jane and Randy Naylor, Linda Dolphin, and Dennis Childs, who were all out of town.[1]

George Brown, Jr., 555 W. King Street, thanked Councilman Whipple for his invocation and would like to see that on the Code Board. He asked about the rules for someone wishing to run for Council and if they could live outside of the City.

In response, Attorney Garganese explained that City Council members have to be domiciled within the City in the district they are running for one year prior to the election and domiciled in that district for their term.

Mayor Parrish pointed out that Mr. Brown has been on the Code Enforcement Board for 35 years and has never missed a meeting.

Theresa Clifton, 1020 Cox Road, Cocoa, Executive Director of the Central Brevard Humane Society, wanted to ensure that everyone was aware that the Humane Society was about to celebrate 66 years of service. The seventh annual Tuxes & Tails Gala is on August 25, 2018 from 5:30-8:30 pm at the Space Coast Convention Center. She mentioned there was a complimentary table for the City of Cocoa and Tom and Susie Wasdin are this year's host and

[1] EXHIBIT A: Letters read into record by J. Riggs for Jane & Randy Naylor, Linda Dolphin, and Dennis Childs

hostess. Lastly, she advised that they just received a grant to spay and neuter cats so that can be done at their facility.

Councilwoman Warner spoke about the upcoming K9 Competition that Cocoa was hosting on October 13, 2018 at the Cocoa High Stadium. She invited the Humane Society to come and set up a tent and bring information to hand out.

V. CONSENT AGENDA:

1. Approve the FY2019 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements; Pending Approval of the FY2019 Budget. (18-302). (Utilities Director)

2. Approve a Resolution Amending the FY2018 Budget to Reallocate Funds for the Purchase of a New Surface Water Polyblend System for the Dyal Water Treatment Plant and to correct a negative balance. (18-314). (Utilities Director)

3. Approve Amendment #1 to Task Order 2017-29 (Change Order #1 to FY18 P.O. 71619) with Bussen-Mayer Engineering Group, Inc. to allow for the Additional Design of a Reclaimed Water Main Extension as part of the Michigan Avenue Force Main Extension, Project No. WS17MI. (18-327). (Utilities Director)

4. Approve a Resolution Amending the FY2018 Budget to Reallocate Funds for the Purchase of Soda Ash, Starch, Chlorine and Cal Flo for the Dyal Water Treatment Plant; To Approve Change Order #1 to Purchase Order 71241 (Soda Ash), Change Order #1 to PO 71147 (Starch), Change Order #2 to PO 71239 (Chlorine), Change Order #2 to PO 71242 (Cal Flo), Change Order #2 to PO 71238 (Ferric Sulfate). (18-336). (Utilities Director)

5. Consider the appointment of Mr. Edward Green as a Regular member to the Code Enforcement Board through June, 2021; and the appointment of Mr. W. Scott Hannon as the 1st Alternate member to the Code Enforcement Board. (18-309). (Administrative Services Director)

6. Consider the Appointment of Mr. Curt Chandler as a Regular member of the US 1 Corridor Redevelopment Agency through June, 2022. (18-310). (Administrative Services Director)

7. Consider the Appointment of Mr. Paul Johnson as a Regular member of the Sustainability Advisory Committee. (18-311). (Administrative Services Director)

8. Confirm the Mayor's nomination of Mr. Clinton E. Warner III, as the Resident member of the Cocoa Housing Authority through December 31, 2021. (18-340). (Administrative Services Director)

*** MOTION by Councilman Boisvert; Seconded by Councilwoman Warner, to approve the Consent Agenda.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. CITY BUSINESS:

1. Accept Stantecs 2018 Revised Final Fiscal Year 2018-2019 Utility Revenue Sufficiency Analysis Update. (18-345). (Finance Director)

Ms. Bowman presented the item and mentioned that the updated report would be included with the City's utility bond information.

Councilwoman Warner thanked Stantec for the 31-page detailed report. She thought it was wonderful and amazing what they could produce.

*** MOTION by Councilman Whipple; Seconded by Councilman Boisvert, to approve the item.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Manager Titkanich advised that this would be posted to the City's website. He thanked the City Attorney, the Bond team, Finance, and all others who have worked through this. They appreciate Mike and Erick's flexibility from Stantec.

2. Approve Resolution No. 2018-059 amending Resolution No. 93-27 (the "Master Resolution"), as amended, to modernize certain provisions. (18-273). (Finance Director)

Ms. Bowman presented the item and noted that Resolution No. 93-27, the Master Resolution, was adopted by Council on August 18, 1993. This resolution authorized the issuance of obligations of the City entitled "City of Cocoa, Florida

Water and Sewer System Revenue Bonds". The Master Resolution has been amended several times since 1993.

She advised that the City's Financial Advisor and Bond Counsel noted that it was in the City's best interest to modernize certain provisions of the Master Resolution and recognize changes that have taken place in the financial markets.

Ms. Bowman provided a detailed description of the amendments made to this resolution.

Additionally, given the fluidity of the upcoming bond transaction and the numerous documents involved in the transaction, Staff is requesting as part of this item that the City Manager and Mayor, in consultation with the City's bond team, be given the authority to make technical modifications to the proposed amendments to the extent necessary prior to the pre-closing on the upcoming bond transaction, and that the Mayor be authorized to execute the final version of the Resolution including incorporation of any necessary technical amendments.

* **MOTION by Councilman Whipple; Seconded by Councilwoman Warner, to approve the item.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve Resolution No. 2018-060 supplementing Resolution No. 93-27 (the "Master Resolution"); Authorize issuance of Water and Sewer System Revenue Bonds (the "Series 2018 New Money Bonds") not to exceed $50,000,000 to finance certain capital improvements to the System; Authorize the negotiated sale of Series 2018 New Money Bonds to the Underwriters. (18-274). (Finance Director)

Ms. Bowman presented the item and pointed out that this was supplementing Resolution No. 93-27. This resolution also requests authorization to issue the Series 2018 New Money Bonds in an amount not to exceed $50,000,000 to finance: 1) the costs of the acquisition, construction, and equipping of certain improvements to the system, 2) a deposit to the Reserve Fund as required by the Master Resolution and 3) the costs of issuing the Series 2018 New Money Bonds. She further noted that the City's Financial Advisor, Dunlap & Associates, concurs with this recommendation.

Ms. Bowman mentioned that at the April 24, 2018 City Council meeting Council approved the selection of two bond underwriting firms.

Additionally, given the fluidity of the upcoming bond transaction and the numerous documents involved in the transaction, Staff is requesting as part of this Agenda Item that the City Manager and Mayor, in consultation with the City's bond team, be given the authority to make technical modifications to the Resolution including all exhibits and attachments thereto to the extent necessary prior to the pre-closing on the upcoming bond transaction, and that the Mayor and other necessary City officials be authorized, as applicable, to execute the final version of the Resolution including any exhibits and attachments thereto.

Councilman Whipple asked how much reserve time would the approval of this $50 million give the City. City Manager Titkanich explained in detail the timeline and how this would affect the reserves.

Councilman Whipple clarified that without any money coming in the City could operate for the amount of the months that the City Manager just explained. In response, City Manager Titkanich advised this was for capital projects in the utilities system.

* **MOTION by Deputy Mayor Blanco; Seconded by Councilman Whipple, to approve the item.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve Resolution 2018-061 authorizing issuance of Water and Sewer System Refunding Revenue Bonds, Series 2018_ (the "Series 2018 Refunding Bonds") not to exceed $22,000,000 to refund the Water and Sewer System Revenue Bonds Series 2009A and the Water and Sewer System Refunding Revenue Bonds Series 2009B. (18-275). (Finance Director)

Ms. Bowman presented this item and explained that staff was seeking to advance refund the Refunded Bonds maturing on and after October 1, 2019 on October 1, 2019. Toward that end, the City would issue Series 2018 Taxable Refunding bonds to finance the defeasance of the Refunded Bonds, fund a deposit to the Reserve Fund, and pay costs of issuing the Series Taxable Refunding Bond. Furthermore, she explained the process of advanced refunding in detail.

She noted that the City received an offer from Raymond James Capital Funding, Inc. to purchase the Series 2018 Taxable Refunding Bond upon issuance and a commitment to exchange such obligations for the Series 2018 Tax-Exempt Refunding Bond when they are issued July 15, 2019. She explained that essentially, the City is advance refunding its 2009A and 2009B Series Bonds, $8,795,000 and $13,820,000 respectively, to achieve debt service savings by refunding the Refunded Bonds.

She assured Council that the staff consulted with the City's financial advisor and spoke about different scenarios that the City might face. The City would still see a savings.

Lastly, given the fluidity of the upcoming refunding transaction, and the numerous documents involved, staff is requesting as part of this item that the City Manager and Mayor, in consultation with the City's bond team, be given the authority to make technical modifications to the refunding documents to the extent necessary prior to the pre-closing on the upcoming transaction, and that the Mayor be authorized to execute the final version of the Resolution including incorporating any necessary technical amendments.

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

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve a Resolution Amending the Fiscal Year 2018 Budget in part through the use of General Fund Reserves and Contingency, to reclassify payroll, operating, and capital, related to Hurricane Irma and various other unexpected expenses that resulted in negative account balances. (18-317). (Finance Director)

Ms. Bowman presented the item and City Manager Titkanich explained that there were a few other items added in regards to the claw truck and general fund.

* **MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to approve the item.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Approve Amendment No. 6 (Change Order #2 to FY18 P.O. 71534) with CDM Smith, Inc. to Provide Additional Project Support Required for the Biological Nutrient Removal (BNR), Project No. WS1222; To Authorize the City Manager to Execute Amendment; To Approve a Resolution Amending the FY18 Budget to Transfer Funds from the Stone Street Corridor Streetscaping, Project No. WS18SS to the BNR Project No. WS1222; To Approve a Resolution to Modify the Previously Adopted Resolution 2013-083 to Adjust the Total Project Amount. (18-325). (Utilities Director)

Mr. Walsh explained that this project is one of two projects of which Brandes Design Build has defaulted on. The project still has to be completed even though they are in disputes with the bonding companies. He provided a detailed background of the project.

Councilman Whipple noticed that funds were being transferred from the Stone Street Corridor Streetscaping project. He stated that they needed any penny that they had for that project. In response, City Manager Titkanich advised that when original bids were received for the Stone Street project they were too high, so they went out for re-bid. The funds were already in place and we cannot expend utilities money on the project, no matter what the cost.

City Manager Titkanich reassured Councilman Whipple that the Stone Street project was fully funded and Mr. Wegerif announced that it should be completed by September 30, 2018.

Deputy Mayor Blanco asked Mr. Walsh how optimistic he was in recovering money from the previous contractor. In response, Mr. Walsh stated that they have gone bankrupt but they bonding company has stepped in, however, dealing with them has been difficult as their job is to minimize. There have been multiple projects done by Brandes, which Mr. Walsh expounded upon.

Deputy Mayor Blanco confirmed that they had a good track record. Mr. Walsh advised that he has been working with the City Attorney's office. He further noted that it has been a battle in finding out if the project was done correctly, but they have CDM Smith in place now to look into things.

*** MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to approve the item.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

7. Request authorization to award a multi-year agreement for Shoreline Stabilization Full Restoration project activity under the Continuing Services Agreement for Marine Construction Services to TSI Disaster Recovery, LLC in the amount of $590,390 for Alternate #1 to complete the Lee Wenner Park Shoreline Stabilization Full Restoration project. Approve a task order for Shoreline Stabilization to TSI Disaster Recovery, LLC in the amount of $590,390. Approve a budget resolution to amend the FY2018 budget to move funds from General Fund Balance Reserves to 001-3580-519-63-00 under Project #ES17HI. Approve a change order resolution to authorize the City Manager to approve change orders not to exceed 10% or $59,039 of the award amount. (18-326). (Public Works Director)

Mr. Wegerif explained that this item is for the shoreline stabilization at Lee Wenner Park that had been affected by Hurricane Irma. He noted there is a chance of it happening again if it is built back to the way it was. Both options are reimbursable by FEMA and it is staff's hope that most of the project will be refunded by FEMA.

* **MOTION by Councilman Whipple; Seconded by Councilwoman Warner, to approve the item.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

8. Approve a multi-year contract between the School Board of Brevard County and the City of Cocoa for renewal of School Resource Officer and the addition of a second School Resource Officer for the 2018-2019 school years, July 1, 2018 through June 30, 2019 and authorize the City Manager and City Attorney to finalize and execute the contract with the School Board. (18-344). (Chief of Police)

Chief Cantaloupe presented the item and pointed out that these are two fulltime SRO's. One will be at Cocoa High School and one at Endeavor Elementary. There will also be Special Details at Cambridge Elementary and Clearlake Middle School.

City Manager Titkanich added that the Special Detail rate is $35 per hour, although the special events ordinance has a rate of $40 per hour. The School Board can only reimburse at $35 per hour; however, it does clarify that for any non-SRO detail they would be responsible for the non-profit rate. Furthermore, they are getting reimbursed at $35 and the officer would receive $30.

* **MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to approve the item.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

9. Approve a multi-year contract between Emma Jewel Charter Academy and the City of Cocoa to provide an SRO Special Detail beginning on August 10, 2018, and continuing until such time they have an Armed School Security Specialist trained and in place; and authorize the City Manager and City Attorney to finalize and execute the contract with Emma Jewel Charter Academy. (18-346). (Chief of Police)

Chief Cantaloupe advised that the City will be providing the SRO special detail to Emma Jewel Charter Academy. They will be sending someone from the Emma Jewel staff to go through the armed security school that the county is putting on. As soon as they are trained and in place they will discontinue the detail.

City Manager Titkanich assured Council that the police department has been working with Emma Jewel's staff to evaluate their security needs.

Councilwoman Warner asked if there was any problem in filling the special details. Chief Cantaloupe responded in the negative.

* **MOTION by Councilman Whipple; Seconded by Councilwoman Warner, to approve the item.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

~~1. Consider the appointment of Mr. Edward Green as a Regular member to the Code Enforcement Board through June, 2021; and the appointment of Mr. W. Scott Hannon as the 1st Alternate member to the Code Enforcement Board. (18-309). (Administrative Services Director)~~

~~2. Consider the Appointment of Mr. Curt Chandler as a Regular member of the US 1 Corridor Redevelopment Agency through June, 2022. (18-310). (Administrative Services Director)~~

~~3. Consider the Appointment of Mr. Paul Johnson as a Regular member of the Sustainability Advisory Committee. (18-311). (Administrative Services Director)~~

~~4. Confirm the Mayor's nomination of Mr. Clinton E. Warner III, as the Resident member of the Cocoa Housing Authority through December 31, 2021. (18-340). (Administrative Services Director)~~

*** All items under Council Business were moved to the Consent Agenda.**

VIII. PUBLIC HEARINGS:

1. Ordinance 06-2018/1st Reading: Amending Appendix A, Article XI, Section 22 of the City Code to allow large scale commercial/mixed-use buildings on certain properties within the Cocoa Waterfront Overlay District, Cocoa Village Sub-district. (18-331). (Community Services Director)

   Attorney Garganese read Ordinance No. 06-2018 into the record, by title only, as follows. He advised that this was the first reading of the ordinance and the proposed text change was to the City's zoning code that is being proposed by the Cocoa Redevelopment Agency.

ORDINANCE NO. 06-2018

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

Ms. Hamilton explained that this is a text amendment and she provided a brief presentation[2] in regards to the request. A map of the location of the amendment site was shown and she provided background on the amendment.

She noted that this was consistent with the Comprehensive Plan, the Cocoa Waterfront Master Plan, the Strategic Plan (Goal #2 regarding Economic Development), and the Redevelopment Challenges.

Detailed information was provided regarding the Comprehensive Plan and she discussed the Future Land Use Element Policy 1.1.41 and the Future Land Use Element Policy 1.2.1.8.

Additionally, she noted that in the City's Strategic Plan, Goal #3 is to increase the economic prosperity of Historic Cocoa Village. The Objective's outlined in the plan are as follows:

- Objective 3.1: Ensure that there is adequate parking to meet the needs of the downtown business patrons.
- Objective 3.2: Increase the number of permanent residents living within Historic Cocoa Village.

Site Redevelopment Limitations were discussed and photos were shown as if one were walking through the Village towards the site and with varying distances to the site. Further photos were shown of existing buildings in the Waterfront Sub-District.

Ms. Hamilton explained that the intent of the Amendment is to balance the past, present, and future; scale, cost, and amenities, and to make Cocoa Village a destination. Further discussion was held on the Regulating Plan that guides the City's urban form, and how they could maximize redevelopment opportunities.

She pointed out that it was stated that Cocoa Village was not a tourist destination, but it is. According to the Space Coast Office of Tourism Survey, Cocoa Village had a participation rate in the Spring of 2018 of 46.3% and in the Fall of 2017, 43%. Additionally, there was a satisfaction rate of 4.26% in the Spring of 2018 and 4.3% in the Fall of 2017. The satisfaction rate is on a scale of 1-5.

A detailed approval timeline was given. The Amendment had a first reading at the Planning & Zoning Board meeting held on July 17, 2018 and City Council on August 14, 2018. The Second Reading would be at a City Council meeting in September, 2018.

[2] EXHIBIT B: Ordinance No. 06-2018 Text Amendment to the Cocoa Waterfront Overlay District

Depending on direction from Council, a workshop could be done as early as September.

Councilwoman Warner asked Ms. Hamilton about the Office of Tourisms' statistics. She is hearing that they are suddenly seeing a lot of vacancies in the village. Ms. Hamilton agreed there are vacancies and stated that this is a reason it is important for the City to incentivize and reinvigorate the downtown. We have to be of constant interest.

Councilman Whipple stated that he has lived in this city for 67 years and has seen it go from dirt roads to what it is today, which is a beautiful downtown area. Oleander Pointe and Whitley Bay did not take away from the City. They enhanced it. He does not believe that this will hurt or erase the historic factor of the village. We need to come together and go forward in a positive way.

Ms. Hamilton reminded all that this is just the zoning and we are not focusing on the end use.

Councilwoman Warner further reiterated that this was just the first reading.[3]

Mayor Parrish opened the public hearing up to the public.[4] The following citizens spoke in regards to the Ordinance.

Jennifer Kenny, 1917 Quail Ridge Court, Apt. 1901, Cocoa, stated her main concern was that the property had been gifted to the contractor. She was interested in hearing more about height. City Manager Titkanich advised that the Cocoa CRA owns the property. She spoke about research she has done in regards to poverty in Cocoa.

Gerald Blanchard, 15 N. Indian River Drive, Cocoa, believed it would be nice for Cocoa to have a structure that friends and family could stay in while visiting so that they were not having to go to Cocoa Beach or Cape Canaveral. He felt it would be a wonderful addition to Cocoa Village.

Bill Morris, 1908 Manor Drive, Cocoa, reiterated his earlier comments about the need of a workshop. He is not against the hotel but feels a study should be done to determine the size of the hotel. He also questioned as to whether a market study had been done in order to determine occupancy and vacancy rates.

Charles Carrington, 2106 Indian River Drive Cocoa, was speaking on behalf of a group regarding the height. There were genuine concerns and he mentioned there were other Florida cities who have faced this issue. There are land planners who deal with historic areas. Lauderdale by the Sea, Dunedine, and Delray Beach all decided to stay under fifty feet. He is a land use and zoning

[3] Mayor Parrish left the meeting at 7:41 pm and returned at 7:43 pm

[4] Councilman Boisvert left the meeting at 7:47 pm and returned at 7:50 pm

lawyer. He urged Council to pause and see what other cities are doing, and to not make a decision tonight.

Brad Whitmore, HCVA, thought that Ms. Hamilton's presentation was spot on. He noted there were a couple of key phrases: historic, character, economic prosperity, and downtown. The agreed that a workshop would be a great idea.

Betty Kinsey spoke for Mr. Walter Roslin, 1628 Manor Drive, Cocoa, and asked if the tax payers were paying for these changes and if there were costs that tax payers might incur due to the zoning change. He asked for more studies to be conducted as he is concerned with construction costs.

Judy McCluney, 1908 Manor Drive, Cocoa, just saw a glimmer of yellow on the presentation and not a building. She would love to see the building actually ut into a model. Additionally, the zoning is for six lots. Four of the lots are to the south and are privately owned. This issue is bigger than one project when they are speaking about zoning.

Lorraine Koss, 2115 N. Indian River Drive, Cocoa, mentioned that she is for smart growth and for anything that builds the economy, however, she understands the need for parking. She has friends on both sides of this issue that she respects. She is against changing the zoning for a large project. She believed that this is dividing everyone, and it is for the zoning, not the hotel. She applauded Council for asking for a workshop. She asked Council to please reconsider a workshop that is on the zoning, height, the plan, and the hotel.

Lisa Hogrey, 96 Willard Street, Cocoa, owns property on Willard Street and mentioned she thought this item was for the hotel, but realized it was only for the zoning change. She asked if a notice went out to residents. She agreed with the Mayor and felt that people showed up in a panic as they thought tonight was the only chance to speak on the hotel issue. She is not against a hotel but does not see why it needs to be in a historic spot. She questioned the occupancy at the Mayor's bed and breakfast. In response, Mayor Parrish noted that there are people staying there now. They are out of season though and doing repairs. Typically, September/October through July 4th are their busiest times.

Jennifer Riggs, 1629 N. Indian River Drive, Cocoa, provided a photo of a hotel that Mr. Brown developed in Dunedine. She stated that this proved it could be done without having to change the zoning to have a hotel.

Tom Wasdin, 29 Riverside Drive #602, Cocoa, advised that they have lived in the village since 1999. He felt this issue was important, as he has watched the village struggle and get better. He believed that it really took off with the building of the condominums. He wondered where the village would be today if they had put a limit on the condos. Additionally, he feels that the north and south of the village need to be brought together and he is for this change. He owns the

property across the street from the property and is probably more affected than anyone. He believes this zoning change is what they need.

Councilwoman Warner has not been around as long as Councilman Whipple, but has been in the City for forty three years and was here for the building of 115 N. Indian River Drive. The objections to that project were pretty negative. She was also here for the building of Oleander Point which everyone thought was also going to hurt the village. She confessed that sometimes when coming over the bridge she wishes they had set Whitley Bay back a bit further, but then she sees how beautiful the village looks.

She is also proud that residential property was brought back to the village. There were valid concerns then and there are valid concerns now. Everyone wants what is best for Cocoa Village. She further explained that the Cocoa CRA is requesting the zoning change, then they can sit with Mr. Brown and negotiate and do what they think is best. They would not have a village without the Cocoa CRA. Council has to keep moving forward so that the CRA can continue to move forward. She would like to keep the item moving but not to have a second reading until after workshop is held.

Councilman Whipple concurred with Councilwoman Warner and all of her sentiments.

Councilwoman Warner added that there are a minimum of two more opportunities for public input from a Council perspective and before the CRA votes. She then noted it was possibly four more opportunities before a decision is made.

Deputy Mayor Blanco related this project to the Joe Lee Smith Center, pointing out that there was a public meeting with a lot of public input. She concurred with Councilwoman Warner's comments.

Councilwoman Warner further advised that she was here for Riverfront Park and there was huge opposition because that project took away parking. She is really glad that they have Riverfront Park. There was a public meeting for that and everything in the park is there because of public input. It was the community who put together the park.

Deputy Mayor Blanco stated that without progress we are stagnant and public input is important.

Councilman Boisvert noted that this has to be a place that people want to come to. He spoke about the building of the Walmart Distribution Center and the Flying J and their successes in Cocoa. If we keep turning people away this will be a ghost town.

Mayor Parrish spoke about the development of the riverside and in a perfect world he is not really for anything over eighty-five feet, however, he is willing to take a risk. He stated that maybe on second reading the height could be modified.

City Manager Titkanich advised that this went back to the CRA when the project set forth because staff recommended that the developer hold a meeting to see if there was an appetite for height. The city needs to go back to the CRA because of some of the requests made tonight, that staff does not have the capabilities to facilitate. This has followed the normal process for a Planning & Zoning amendment.

Councilwoman Warner agreed that it was a developer meeting instead of a city meeting.

Jack Brown, 9889 Bainbridge Road, Ohio, the developer, stated that one year ago this month he started coming to Cocoa. He explained the hotel that was shown by Ms. Riggs and mentioned that it is not in the downtown, but on the causeway. It is on a site that his friend owned. They could only get thirty six units out of it. It is three stories with a roof top. They tried to get the property adjacent to the hotel so they could have a larger hotel. He applauded all for coming out to say what they wanted to say.

Mayor Parrish felt that the height and architecture are the biggest issues.

* **MOTION by Deputy Mayor Blanco; Seconded by Councilwoman Warner, to approve Ordinance No. 06-2018 on first reading, but not to bring it back for a second reading until after a public workshop is held for input.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)[5]

2. Ordinance No. 07-2018/2nd & Final Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Tuesday to Wednesday. (18-323). (City Attorney)

Attorney Garganese read the ordinance into the record by title only as follows. He advised that the only change was a change in the body of the item, which would be to start the Wednesday meetings in October of this year. October 10th would be the first meeting.

[5] A five minute break was taken at 8:28 p.m. Council reconvened at 8:41 p.m.

ORDINANCE NO. 07-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-51 OF THE CITY CODE TO PROVIDE THAT REGULAR CITY COUNCIL MEETINGS SHALL BE HELD ON EVERY SECOND AND FOURTH WEDNESDAY OF EACH AND EVERY MONTH; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

* **MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to approve Ordinance No. 07-2018 on second and final reading.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Ordinance 05-2018/2nd & Final Reading: Amending Appendix A, Zoning, Article X, Section 3 of the City Code, to modify the requirements to allow the construction of single-family dwellings and customary accessory buildings on a nonconforming lot of record. (18-330). (Community Services Director)

Attorney Garganese read the ordinance into the record, by title only as follows. He advised that this was the second reading of the ordinance and there have been no changes since the first reading.

ORDINANCE NO. 05-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE X, SECTION 3 OF THE CODE OF THE CITY OF COCOA TO MODIFY THE REQUIREMENTS TO ALLOW THE CONSTRUCTION OF SINGLE-FAMILY DWELLINGS AND CUSTOMARY ACCESSORY BUILDINGS ON A NONCONFORMING LOT OF RECORD; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

*** MOTION by Councilwoman Warner; Seconded by Councilman Boisvert, to approve Ordinance No. 05-2018 on second and final reading.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. City Council consideration and public comment on the allocation of the 2018 Edward Byrne Memorial Justice Assistance Grant in the amount of $24,879. (18-334). (Chief of Police)

Chief Cantaloupe advised that this grant would be used to purchase additional laptop computers for patrol officers.

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

*** MOTION by Councilwoman Warner; Seconded by Deputy Mayor Blanco, to approve the item.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. INFORMATIONAL AGENDA:

1. Fire Incident Summary Report for July, 2018. (18-338). (Fire Chief)

2. Cocoa Police Department District Event Statistics for the months of May and June, 2018. (18-348). (Chief of Police)

X. REPORTS:

Ms. Bowman thanked Council for the support of the bond issue this evening.

City Manager Titkanich advised Council that they were each receiving a copy of the complaint and petition filed by Rev. Dennis. There were allegations made against one of the City's employees. There are emails as backup regarding the exchange of information. Additionally, there is an email from August 3rd where he felt that the meeting that they had was unproductive.

City Manager Titkanich noted that he would be more than happy to go over the packet with each member of Council individually. He further went over what was

included in the packet and stated that the City Attorney, the Chief of Police, Assistant City Manager, and himself have researched various models of advisory committees. They intend to present this information to Council during the first meeting of September.

Furthermore, the allegations against the Chief are unfounded and to be honest, Rev. Dennis spoke very highly and favorably of the Chief. He will not fire him nor will he require him to resign, or he will not accept his resignation. With the exception of one inquiry, he considers this matter closed as the allegations are not meritorious.

Councilman Boisvert asked if Rev. Dennis did not stand in front of Council and praise him for what a great job he has done. City Manager Titkanich responded in the affirmative and assured Council that he has reviewed all minutes and tapes. The report they received is very detailed.

City Manager Titkanich pointed out that he would also speak with Rev. Dennis.

City Manager Titkanich mentioned that the official population report had been received and as of April 1, 2018, Cocoa's population is 19,286. Since 2010 the City has grown 12.5% and since 2000, it has grown 17.5%.

City Manager Titkanich reminded Council that the Florida League of Cities Annual Conference is August 16-18, 2018 and he would be going in advance. He will be there for Thursday's legislative policy meeting.

Lastly, he reminded all that tomorrow was City Hall Selfie Day.

Councilman Whipple asked what the capacity of Chambers was and would like to look into more seats being ordered so that when there is a full house there is no one standing.

Assistant City Manager Fuhrer advised that they did anticipate a larger crowd tonight so the speakers in the lobby were enabled and they are working on displaying the video in the lobby as well. There is a slight delay but it is being worked on.

Councilman Whipple also reminded Mr. Wegerif about the lights and the study. Mr. Wegerif mentioned that they have assessed lighting in the Heart of Cocoa

and they have the number of lights and those will be up soon. Councilman Whipple asked that Council receive a report.

Councilman Whipple announced that he has qualified for the Mayor's seat in the upcoming election. He thanked all for the encouragement.

Lastly, he spoke about the ethics seminar that is a state requirement. It was a great training and thought it was something those seeking office should attend prior to qualifying. It is not something to be taken lightly and thought maybe the City Attorney could introduce this subject to the state as a requirement.

City Manager Titkanich shared that the City Attorney and Assistant City Attorney in conjunction with the City Clerk's office held an public records training for the employees. Additionally, he pointed out that he is required to attend the Ethics training due to their membership in the Florida City Manager's Association. He agreed it is good because new situations are always arising.

Councilman Boisvert disagreed that the class should be done prior to qualifying because in his class there was a lady that was asked to come back after she was elected because she was a disruption.

Councilwoman Warner announced that she would also be going to the Florida League of Cities Annual Conference on Thursday, August 16 and returning Saturday, August 18, 2018. She will be attending the same committee meeting as the City Manager.

She thanked the Brevard Kennel club for putting out the funding for Officer Hattaway and Copper to attend a seminar on tracking, rescue, and scent work. The cost is all being paid by the Brevard Kennel Club. She also thanked the Chief of Police and City Manager for approving his travel.

Councilman Boisvert spoke in reference to the population of Cocoa and believed it would keep going up. They are starting to build in Adamson Creek again.

Councilman Boisvert spoke in regards to Ms. Eastburn and he recalled Council's direction to ask the City Manager to bring a report back to them. He did not think it was right that she tried to put the City Manager down. He was doing what he was supposed to do.

In closing, he reminded everyone about the District 3 Town Hall Meeting on Tuesday, August 21st at the Lost Lakes Clubhouse. It will start at 6 p.m.

Deputy Mayor Blanco announced she would also be attending the Florida League of Cities Annual Conference in Hollywood, Florida. She will be traveling Thursday, August 16 through Saturday afternoon, August 18, 2018.

She thanked Ms. Hamilton for the presentation on the zoning, along with all of the members of the audience tonight. She felt it is important to have them here. Their input and guidance is appreciated and we all want it to grow and prosper. She further thanked all those who were listening from home.

Deputy Mayor Blanco acknowledged a gentleman in the audience who was present at the July 28th Back to School Giveaway that Brevard County hosted. There were a huge amount of students in attendance, businesses involved, and supplies given out. There is nothing worse than a child starting school without the necessary supplies they need to excel.

Mayor Parrish clarified that the date of the Walmart Ribbon Cutting is Wednesday, August 22, 2018. City Manager Titkanich advised that he received an email that mentioned it was cancelled but assured Council they would confirm the date and time.

Mayor Parrish reminded all that tomorrow was City Hall Selfie Day and he would be here at 8 a.m.

He spoke about a meeting he had with Scott Dudley, from Florida League of Cities. He is a big supporter of the City and Mayor Parrish appreciates him.

Mayor Parrish mentioned that he attended a Mayor's meeting on Saturday and the usual topics were discussed, the lagoon, public safety, roads, etc. He noted it was an interesting meeting and they questioned how much more Brevard County could grow.

In closing, he spoke about one of his trips to Tallahassee and that 98-99% of bills passed are with bi-partisanship.

XI. ADJOURNMENT.

*** MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to adjourn the Regular meeting of August 14, 2018.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 9:39 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie E. Shealy, MMC, City Clerk

EXHIBIT A: Letters read into the record by J. Riggs for Jane & Randy Naylor, Linda Dolphin & Dennis Childs

Dear City Council, Mayor Parrish and City Staff,

We are Randy and Jane Naylor and we live at 413 North Indian River Drive.

Thank you for this opportunity to address an issue which is vital to the integrity of our Village and its future. We appreciate your work and know that listening to all points of view before making a critical decision is a time-consuming part of your job. However, you have demonstrated that you have the well-being of the whole community at heart and we are holding you to that tonight.

We moved here from Bonita Springs, on Florida's west coast, two years ago. We chose Cocoa Village after a long search. The town we came from was wedged between two cities - Naples to the south and Ft. Myers to the north. When we left, our lovely village had been auctioned off to the highest bidder, without thought to its quirky, artistic charm. It became a concrete jungle of high-rise condos and big box stores. We do not want this for our new home.

Jane has a studio in the village, and Randy works from our home on the Lagoon. We entertain family and friends and would love to have a good hotel nearby. We have also seen what tall buildings and poor design can do to the feel of a small village. Please consider the following as you move forward:
1) Limit the height of the building and demand that aesthetics be at the forefront of the design. Tall, mullioned windows, small balconies, covered walkways, trees and brick sidewalks are a start. Please seek the good council of city planners is this critical pursuit.
2) Solve the city parking issues elsewhere. We have a good parking study and many options are available to you. Height should not be a solution for parking.
3) Push the pause button and create a group of advisors who can help to ensure the integrity of design going forward. We have so many talented citizens who would love to help!

Thank you for your time,
Randy and Jane Naylor

Good Evening Councilmembers. My name is _____ and my address is _____. I am reading a letter on behalf of Linda Dolphin whose address is 2100 N. Indian River Drive in Cocoa. Linda writes:

I love the idea of a hotel in downtown Cocoa Village. When I first heard about it I was really excited. I must admit that the roof top bar open to the public seemed really appealing.

However, I couldn't disagree more with the CRA's proposed amendment to justify a height increase on 6 parcels in the Village. It states, "the maximum height of 104' is not extended **throughout** the Cocoa Village which will **protect the downtown core of the Village and its quaint and historic charm."** This flies in the face of reality as the 6 sites chosen for zoning modification are in the core of the Village. How is only proposing 6 sites in the core of the Village for a 104 ft height protecting the historical character of the Village? I guess it is better than raising the entire height of the Village to 104 ft. I think that we can all agree that 104 ft is not quaint.

So, the question becomes how can we get our needed hotel without destroying the character of Cocoa Village? My first thought is - if 7 stories plus a roof top deck are needed to provide city parking and a financially feasible hotel, why not change the zoning in the buffer areas around the village to allow for a height increase and build the hotel/parking garage there?

Or secondly, why not look to the plan dated 5/9/2018 presented to the CRA by this same developer? In it, the Architect shows us that by removing retail, the site gains 44 parking spaces. Based upon the number of unoccupied retail spaces in Cocoa right now and the questionable future of retail shops, I suspect removing retail would be a good decision.

That does not solve the height problem however. If we study the plan, we see that if 2 floors of parking are removed, a 5-story building emerges with 2 floors of parking for the hotel and 3 floors of hotel rooms. 110 Parking spaces are left for 108 rooms.

According to the City of Cocoa Parking code the hotel requires 1 space per room plus 1 space for the manager and 1 space for every 3 employees. In a written response from the developer, he states that the hotel will require 112 parking spaces by code without retail.

So, in order to comply with current zoning, 2 rooms could be eliminated. The hotel would consist of its other amenities with 106 rooms. Cocoa then has a hotel in the core of the village that would be 5 stories plus a rooftop bar at a height of 47.8 ft. Totally conforming to current code while protecting the character of our quaint historic village! And with that Roof top bar too!

Let me repeat that! We can have this 5-story hotel in the Village without changing zoning. One more time – we can have this 5-story hotel in the Village without changing zoning.

But what about city parking? The old proverb you can't have your cake and eat it too remains true. You can't combine city parking with a hotel at the Old City Hall Site without destroying the character of Cocoa Village. As the parking study clearly shows, there are other options for city parking including working with private lot owners to create shared use parking.

I urge you to vote no to this zoning change that will forever change the character of Cocoa Village. And to vote yes for a 5-story hotel in downtown Cocoa.

Good Evening Council Members. My name is _____ and I live at _____. I am reading a letter written by Dennis Childs who lives at 2100 N. Indian River Drive. Dennis writes:

I am responding to an opinion piece written by Ed Green, a Cocoa Planning and Zoning Board member, for Florida Today with which I take exception. While it is a thoughtful piece, he disagrees that the proposed hotel jeopardizes the character of the Village. I feel the reason the Village has the appeal that it does is largely because it is made up of a grouping of low rise buildings. Under 50 feet in height, the upper floors are shrouded by trees and separated by bright sunny streets. The hotel site is part of this historic district and should be kept well below 68 feet in height. Even 68 feet would dwarf Murdocks Bistro and Derby Street Chapel.

Secondly, Mr. Green mentions that the Council is not approving 104 ft in this zoning amendment but eight stories. Further he says if approved, a 104 ft building could not be built on this property because of other "code and plan requirements" without mentioning what those would be. I was always under the impression that each zoning classification spells out its restrictions and the developer is free to build within and up to those limits as set forth by the ordinance - which in this case is 8 stories which could add up to a maximum height of 104 ft.

Until or unless we are shown what code and plan requirements Mr. Green is referring to, we must assume that once rezoned, any developer including this one is free to build a 104 ft building on this property. Is something we really want in the core of the Village?

On another point, I was told by a neighbor, that her Cocoa councilwoman told her that the Hotel property has to be rezoned. The reason she stated that it has to be rezoned is that if the city grants the developer a variance to build the hotel, the owner of the Bank of America site would also have to be given a variance to build an eight-story building on their property.

I was surprised by 2 things:

1. That someone wants to build an 8-story building on the Bank of America property, and;
2. That the councilwoman thinks that the City could grant a variance to build the hotel.

I am quite sure that a variance can be granted for only one reason and that is to relieve a nonself-imposed hardship. An example might be that of an oddly shaped lot which makes it difficult to build a house. In that case the owner could be given a building setback variance to ease the hardship.

The city cannot grant a variance to Mr. Brown to build his Hotel because he doesn't have a hardship. The City's only recourse to allow an 8-story building on that site is to rezone the property. My 40-year experience as an Architect and City Planner tells me that if this rezoning is granted, the city will find it nearly impossible to refuse future developers similar rezoning requests. This would be the beginning of a process that could spell the end of Cocoa Village.

For those of us who moved here because we loved the character and charm of Cocoa Village, I urge you to vote no on this rezoning amendment.

Thank you very much.

Ordinance 06-2018

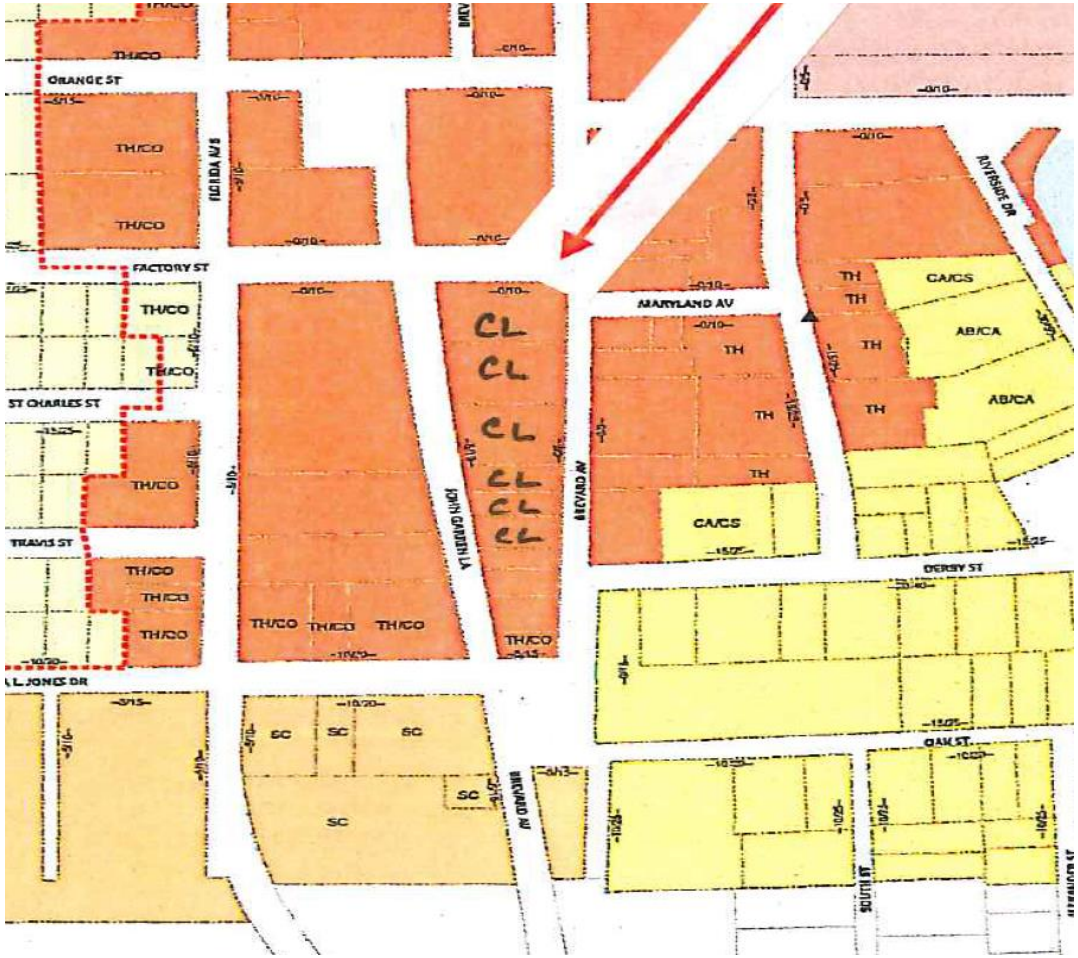
Text Amendment to the Cocoa Waterfront Overlay District

Tuesday, August 14. 2018

EXHIBIT B: Ordinance No. 06-2018
Text Amendment to the Cocoa Waterfront
Overlay District

Text Amendment Site

Location of Amendment Site



Amendment Context

Amendment Background & Context

- Comprehensive Plan
- Cocoa Waterfront Master Plan
- Strategic Plan
- Redevelopment Challenges

Comprehensive Plan

Future Land Use Element Policy 1.1.4.1: The City shall continue to promote vitality and redevelopment of the three community redevelopment areas established pursuant to Chapter 163, Florida Statutes: Cocoa (Downtown) Redevelopment Area, Diamond Square Redevelopment Area, and US 1 Corridor Redevelopment Area.

Future Land Use Element Policy 1.2.1.8: Building height and intensification should follow a transect approach, with maximum intensities and heights (>80') allowed in the central business district, medium intensities and heights (40' to 80') allowed within the mixed-use district, and the lowest intensities and heights (<40') allowed when transitioning into established low-density neighborhoods.

Cocoa RDA Waterfront Master Plan



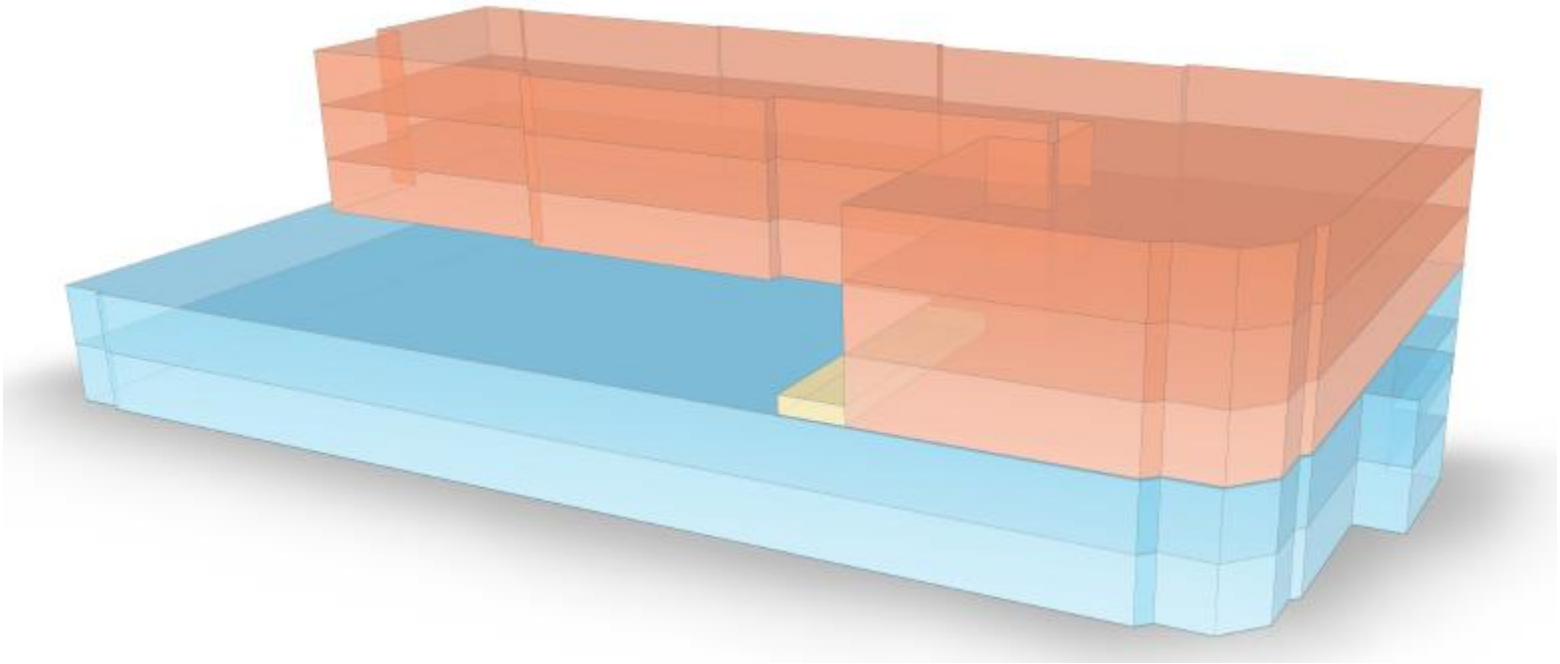
Strategic Plan- Economic Development

- Goal 3: Increase the economic prosperity of Historic Cocoa Village.
  - Objective 3.1: Ensure that there is adequate parking to meet the needs of the downtown business patrons.
  - Objective 3.2: Increase the number of permanent residents living within Historic Cocoa Village.

Strategic Plan- Economic Development

- Goal 3: Increase the economic prosperity of Historic Cocoa Village.
  - Objective 3.2: Increase the number of permanent residents living within Historic Cocoa Village.
    - The City should seek to leverage remaining vacant Cocoa CRA owned land for development of residential or mixed-use.

Site Redevelopment Limitations



Amendment Height Visualizations

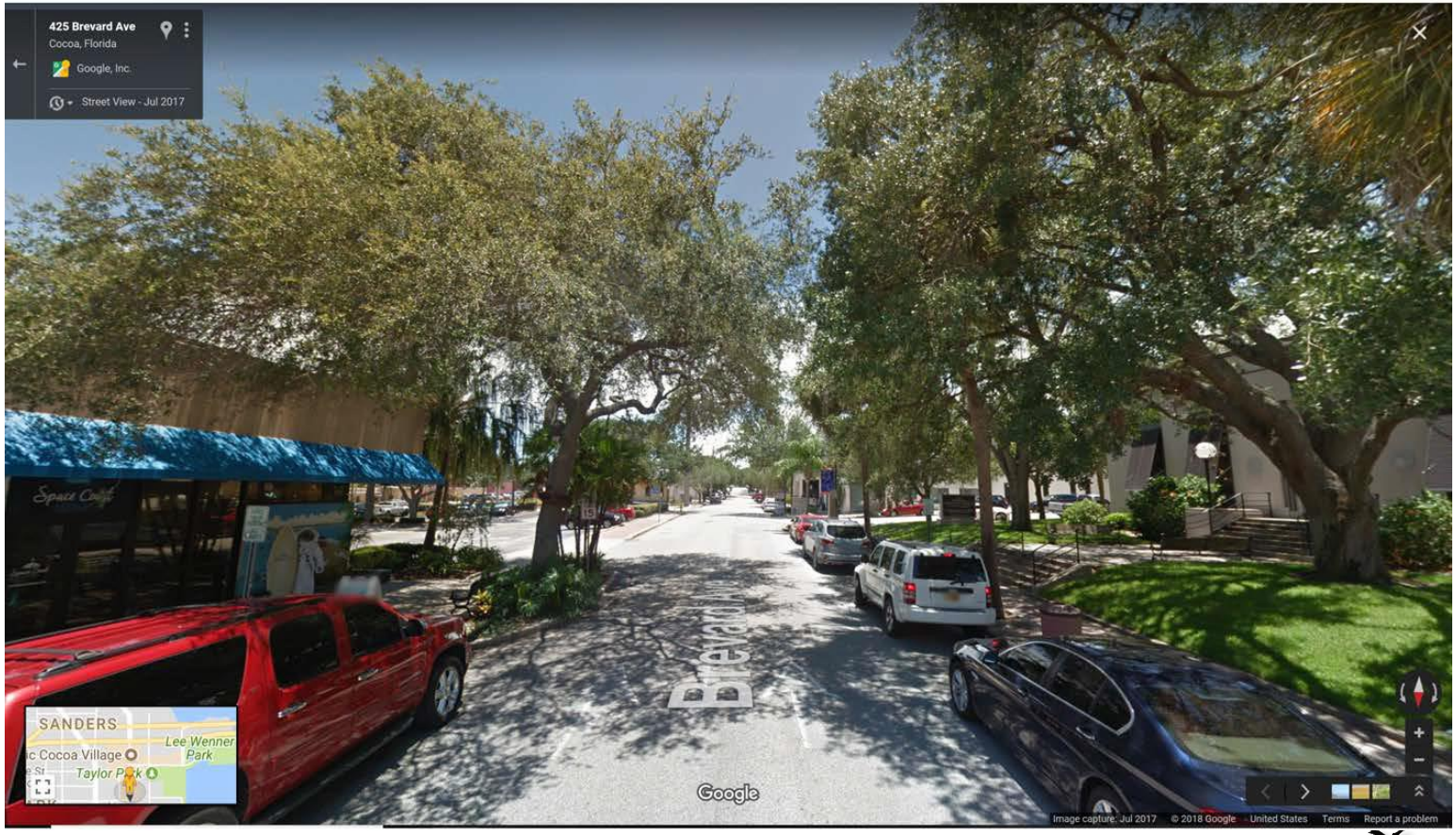
North of Amendment Site @ Oleander St



North of Site by BOA



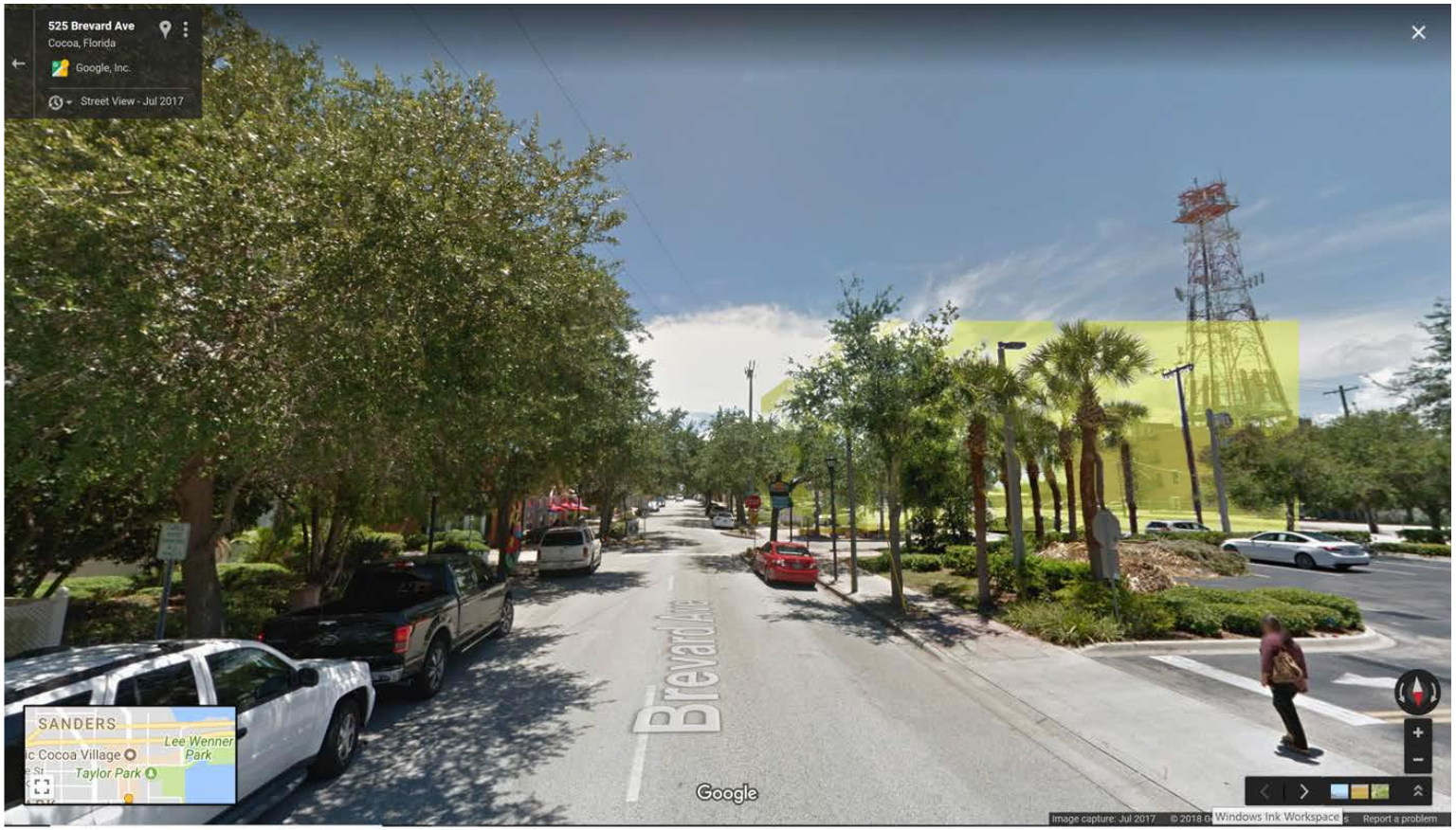
North of Amendment Site by Orange St



North of Amendment Site by Chase Bank



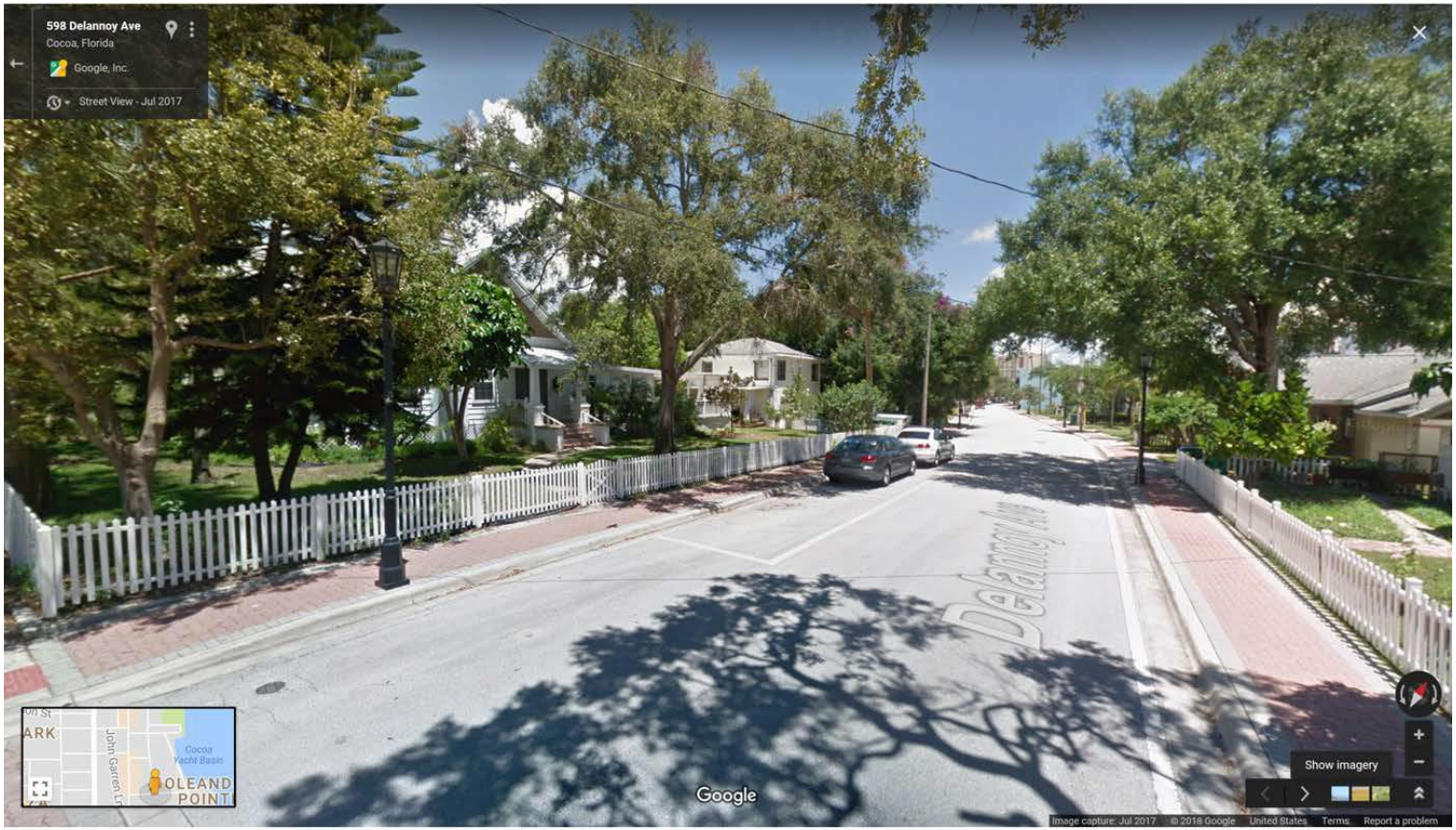
Half a block North of Amendment Site



East of Amendment Site @Delannoy St



East of Site @Delannoy @ Derby



Existing Buildings in the Waterfront Sub-district



Existing Buildings in the Waterfront Sub-district



Existing Buildings in the Waterfront Sub-district

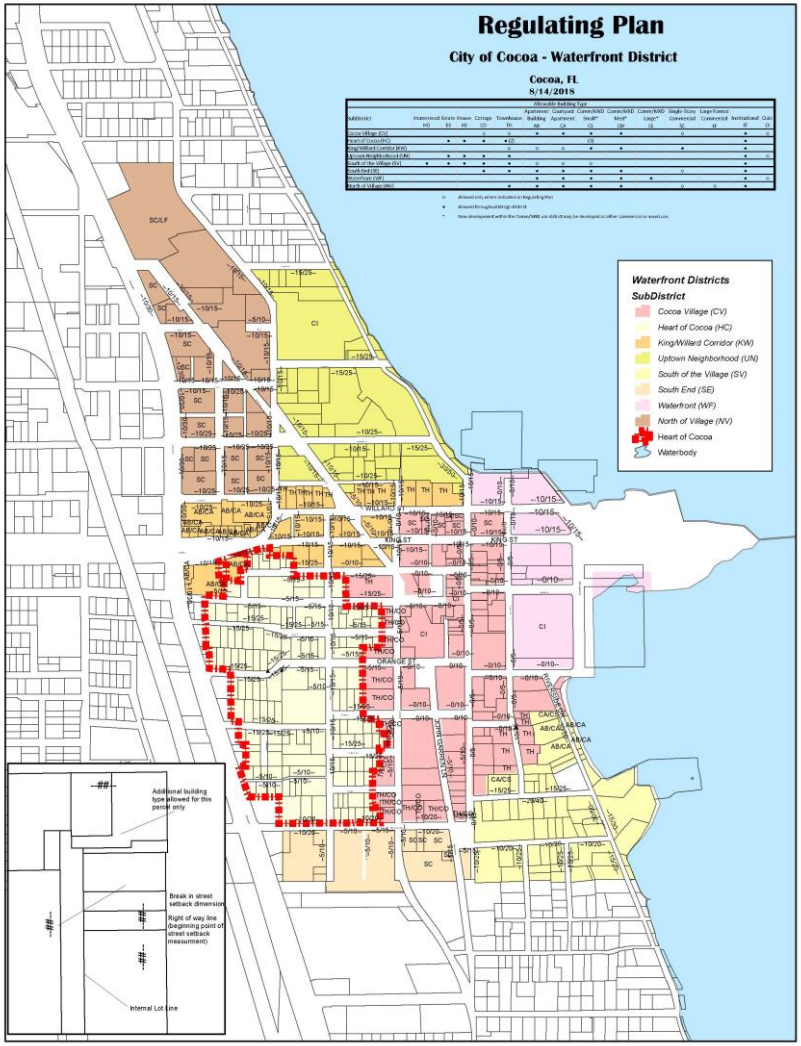


Amendment Intent

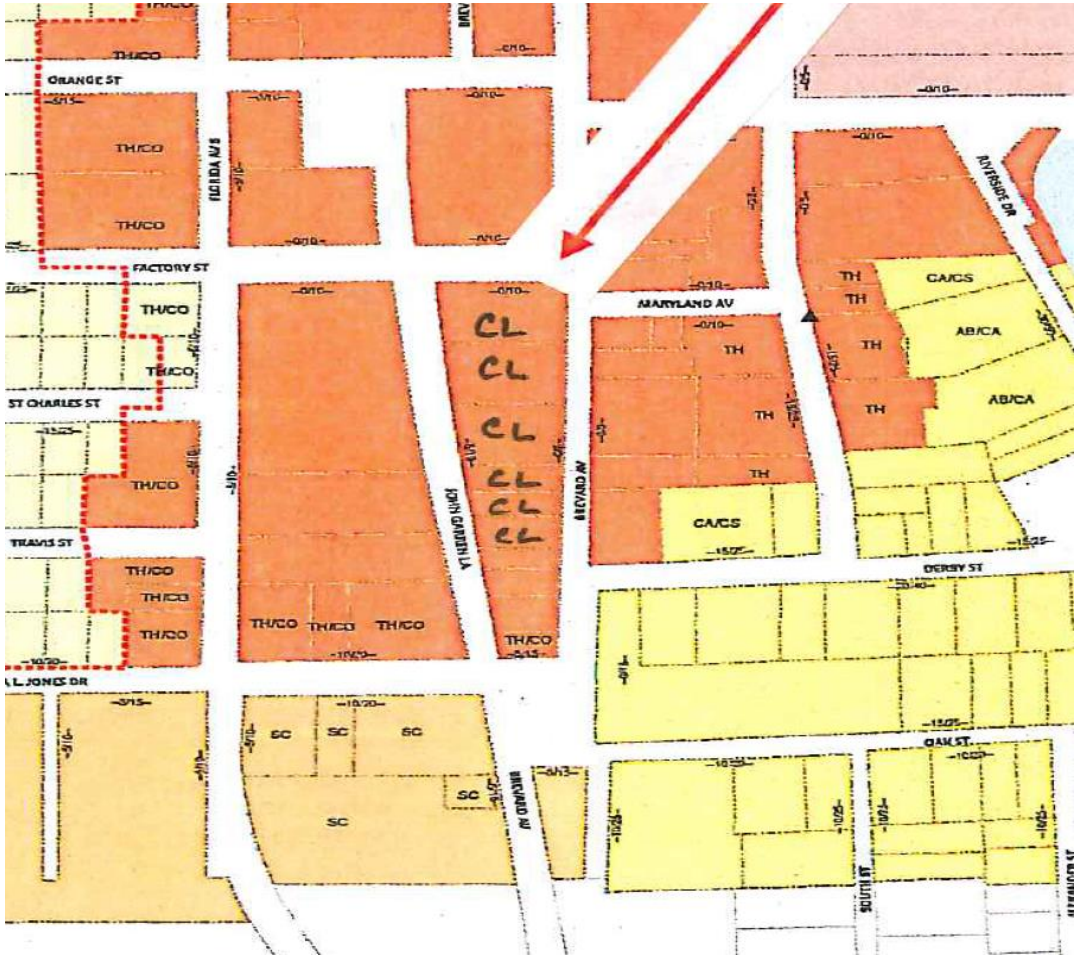
Amendment Intent

- Balancing the past, present, and future
- Scale, cost, and amenities
- Destination Cocoa Village

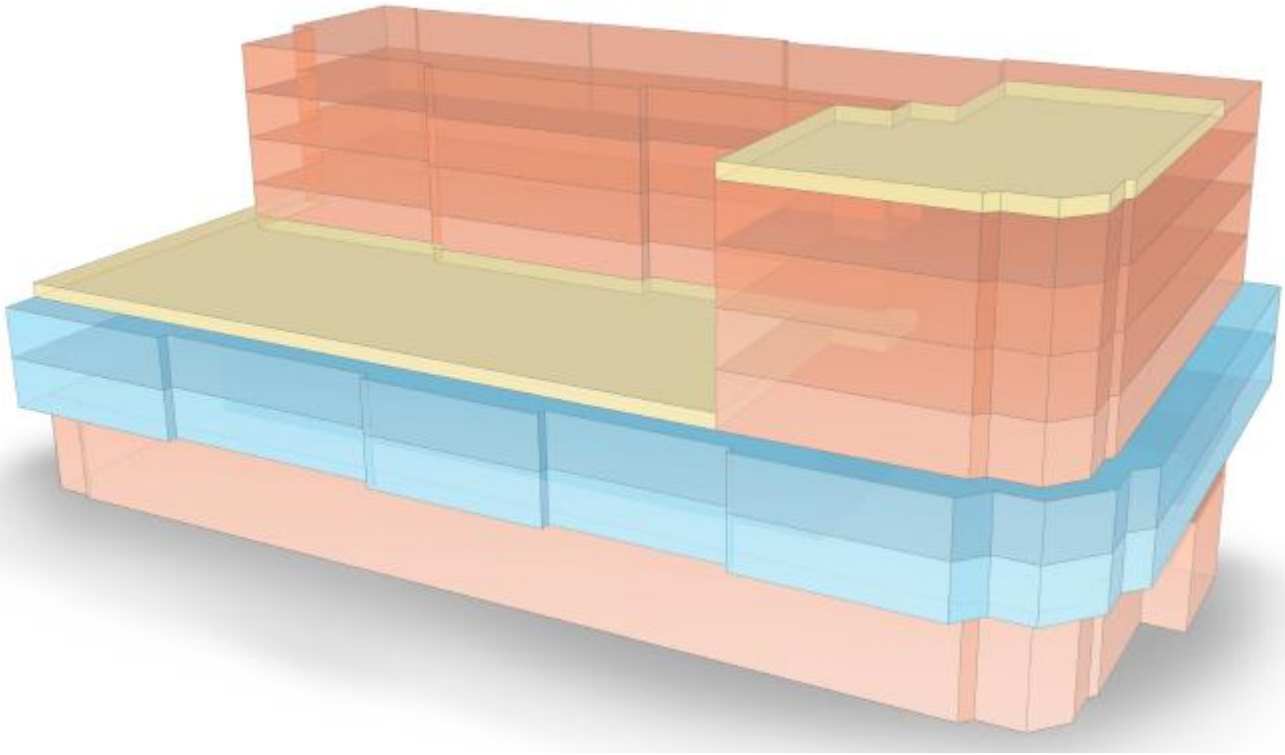
Regulating Plan



Regulation Plan Text Amendment



Maximizing Redevelopment Opportunities



Destination Cocoa Village

- Space Coast Office of Tourism Survey
  - Domestic Tourism Accommodations Based Market

Cocoa Village	Spring 2018	Fall 2017
Participation Rate	46.3%	43.0%
Satisfaction Rate	4.26%	4.3%

Approval Timeline

Amendment Timeline

- First Reading
  - Planning and Zoning – July 17, 2018
  - City Council – August 14, 2018
- Second Reading
  - City Council – September, 2018



Thank You & Good Night!

Legislation Details (With Text)

File #:	18-444	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	9/11/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of August 28, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-28-18 Minutes.pdf Exhibit A- Letter from Aleck Greenwood.pdf Exhibit B-Final Subdivision presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2018
Agenda Date: September 25, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of August 28, 2018, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of August 28, 2018, as written or with amendments.

powered by Legistar™

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

August 28, 2018

A Regular City Council meeting was held on Tuesday, August 28, 2018, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:02 p.m.

Councilman Whipple provided the invocation and Councilman Boisvert led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Jeri Blanco	Deputy Mayor
	Don Boisvert	Councilman
	Brenda Warner	Councilwoman
	Clarence Whipple, Jr.	Councilman
	Anthony Garganese	City Attorney
	John Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk
ABSENT:	Henry U. Parrish III	Mayor

OTHER STAFF MEMBERS PRESENT:

Katie Ennis, Acting Utilities Director; Karen Hamilton, Community Services Director; Gene Prince, Fire Chief; John Hankins, Major/Acting Chief of Police, Cocoa Police Department; Lora Howell, Deputy Finance Director; Jonathan Lamm, Deputy Fire Chief; Rebecca Bowman, Finance Director; Dodie Selig, Planning & Zoning Manager; and Tre Folston, Helpdesk Support Tech.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of August 28, 2018 (18-370)
2. Minutes: Regular Meeting of July 24, 2018 (18-371)

*** MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to approve the Agenda as presented with amendments and to approve the Minutes for the Regular meeting of July 24, 2018 as written.**

AYES: Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

Larry Sinclair, 1052 Mitchell St., mentioned that he has not been attending meetings as usual for the past several months. He advised that he was here tonight to ask Mayor Parrish and Councilman Whipple to both resign from Council immediately for violating State law and campaigning in the Chambers of office. If not, he would contact the State office by himself. He believes that if rules apply to one they should apply to all. He has stood in front of Council for four years regarding Code and the law, and it should be equally applied across the board, and Council needs to comply as well.

Bob Kenaston, 107 Riverside Drive, Cocoa, commended the Mayor. He mentioned that they have had diversions of opinions but he is overall pleased with what he and Council have accomplished during his tenure. He has been the best mayor Cocoa has ever had. Secondly, he spoke about sidewalk conditions on Derby Street. There are some in a state of disrepair. He advised that he has spoken with the City Manager. He pointed out that employees came and spray painted the area but nothing else has been done and the issue needs to be addressed.

Rita Lynar, 1200 Clearlake Road, Cocoa, advised that she has been here a couple of times in regards to the same subject. She has done a lot of research so this is not just being said. There are police officers that are excellent officers

and it is not fair to them when there are others not held accountable for breaking the law. One has been fired and the other has not. She was hoping that the issue of a review board would have been mentioned and would like to hear a plan of action to move forward.

City Manager Titkanich reminded Council that at the last meeting he provided them a memo and this issue would be brought forward at the first meeting of September for discussion.

Ms. Lynar stated that this has nothing to do with the study, but with an officer. There is no consistency as one has been fired and one has not.

City Manager Titkanich pointed out that the CPSM study did make a recommendation. Additionally, he advised that his secretary had tried to reach out to her and Rev. Dennis. He assured her and Council that he would follow up with his secretary. Deputy Mayor Blanco assured Ms. Lynar they would follow up.

Brandi de Marise, 1630 Dixon Blvd., #625, Cocoa, has always had issues with the fact that her boyfriend was forced to sit on hot black tar by a Cocoa police officer. She feels this is horrible, as her fiancé is mentally challenged and did not think to get the officers names. She stated that something needs to be done.

Rev. JB Dennis, 3710 Catalina Drive, Cocoa, pointed out that hate is not solved, it causes problems. He wanted to get rid of Chief Cantaloupe because hate crimes are surging. He stated that it appears that members of a hate group are taking over the Police Department. On August 14th, Ms. Purdie spoke in regards to Sgt. Rush and racial profiling, saying that her son's car was not properly registered. It appears that white supremacies have taken over the Cocoa Police Department. He served in the Navy and had thirty-two employees under him, and knew what was what. He is making a public records request for the outcome and stated the Chief needs to go.

Alex Goins, 707-A Johnson St., Cocoa, spoke about the Code Case #18-400 involving 1058 Grove St. He mentioned what they were in violation for and explained that the owner did not have the funds to take care of the problem. They reached out to the community for help. He advised that he is trying to start a organization in the community which would aid those with code enforcement issues who do not have the means to correct them on their own. He stated this can be scary for some residents and was asking for a partnership to help these people out.

Councilman Whipple suggested that he come to the Code Board meeting and bring his ideas forward.

Deputy Mayor Blanco further added that they will make an effort to work with the cases.

Aleck Greenwood, 640 Brevard Avenue, Cocoa, provided a handout[1] to Council and advised if the last few pages were too dark he could provide new ones.

V. CONSENT AGENDA:

1. Approve Change Order #1 to Purchase Order 71505 - Task Order 2018-85 "Additional Project Management Assistance to the Water Field Operations Division" with CH2M Hill Engineers, Inc. for an Addition in Time Required to Assist WFO; To Approve Change Order #1 to Purchase Order 71504 - Task Order 2018-84 "Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program" with CH2M Hill Engineers, Inc. for a Reduction in Time Required to Assist WFO. (18-329). (Utilities Director)

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

AYES: Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Approve a Code Enforcement Lien Reduction request in the amount $2,046.55, as recommended by the Code Enforcement Board, for the property located at 1111 Northview Dr. (18-305). (Chief of Police)

Major Hankins presented the item. There is a correction and it should be a request *to* the amount of $2,046.55.

[1] EXHIBIT A: Letter from Aleck Greenwood

Major Hankins advised that the Code Enforcement Board held a public hearing on January 21, 2016 at which time the Board found the owner, Marvin, William and Opal Tilley in violation of the following: Section 6-900 (b)(1) Accumulation of Trash and Debris; Section 6-900 (b)(9) Vehicle parked in yard; and Section 6-900 (b)(15) Trailers in Yard.

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at $50 per day from February 10, 2016 until compliance was achieved and documented on March 25, 2018. The lien is $41,750 and the current owner Marvin, William, and Opal Tilley are requesting that the lien be reduced to zero.

Based on certain factors, staff recommends that the lien be reduced to $2,046.55 and at the Code Board's regular meeting on July 19, 2018, they recommended that the lien be reduced to $2,046.55.

* **MOTION by Councilwoman Warner; Seconded by Councilman Boisvert, to approve staff's recommendation.**

AYES: Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Approve the current Code Enforcement lien for the property located at 1110 Mitchell St. to be reduced from $6,250.00 to $2,016.00. The Code Enforcement Board, at its regular meeting on July 19, 2018, recommended that the total lien be forgiven. Staff is recommending Council reduce the lien to $2,016.00 so related City expenses and Staff time are reimbursed. (18-306). (Chief of Police)

Major Hankins advised that the Code Enforcement Board held a public hearing on February 18, 2016 at which time the Board found the owner, Housing League Holdings 5 LLC, in violation of the following: Seciton 6-900 (b)(1) Accumulation of Trash and Debris; Section 105.1, Required permits, of the Florida Building Code, as adopted by Section 6-101 of City Code.

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at $50 per day from March 3, 3016 until compliance was achieved and documented on July 7, 2016. The lien is $6,250.00 and the current owner, Housing League Holdings 5 LLC is requesting that the lien be reduced to zero.

Based on certain factors, staff recommends that the lien be reduced to $2,016.00. However, the Code Enforcement Board at its regular meeting on June 21, 2018, recommended that the total lien be forgiven.

Jerry Flick, representing the applicant advised the he had appeared before the board and they recommended a waiver of fees. This is Section 8 Housing and they have a limited income of $600 per month. He explained the history of the property and he noted they would appreciate if the amounts were waived. He pointed out that the recommendation was to forgive the whole lien and now there is a cost of around $2,000. Deputy Mayor Blanco explained that the cost to the City is around $700.

Mr. Flick advised that they were a non-profit who works with low income people.

Larry Sinclair, 1052 Mitchell St., Cocoa, is very familiar with the property and noticed that it was on tonight's agenda. He stated that while he understands the claims it does not bare out of reality. It looks like a junk yard and he knows that there was not a permit pulled in 2015. He further noted that the fault on the shed is being blamed on Superior Sheds. Code has had non-stop complaints in the neighborhood for years and the property has fifteen cars parked all day long. This is also a house that has twenty three people living in it. The owner has been made aware of this for years. He stressed that if Council forgives these liens against the owner than the City is out money.

Councilwoman Warner clarified that this is the house on the corner of Mitchell and Pineda St. Mr. Sinclair responded in the affirmative.

* **MOTION by Councilwoman Warner; Seconded by Councilman Boisvert, to approve staff's recommendation.**

AYES: Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

VIII. CITY BUSINESS:

1. Approval to submit three (3) Local Mitigation Strategy Grants through Brevard County Emergency Management. Two Public Works projects, one for $600,000. and one for $400,000. One Cocoa Utilities project for $844,000. If funded, the

grants will provide 75% of the funding for the projects with a 25% match required of the City. (18-364). (Fire Chief).

Chief Prince mentioned this is a FEMA program that provides funding after a presidentially declared disaster. He served as the City's representative on the committee and when these grants came up he spoke with both Mr. Walsh and Mr. Wegerif about them. The projects have to be shovel ready and the following three projects were identified by the City.

1. Public Works-Fiske Blvd. Drainage Improvements $600,000 (Project #1)
2. Public Works-Broadmoor Drainage Improvements $400,000 (Project #2)
3. Utilities-Life Station #1 (Project #3)

Chief Prince explained that due to the timing of the grants, staff went ahead and submitted. They could take anywhere from 12-18 months for approval. He advised that staff was asking that Council approve the submittal of the grants to the Department of Emergency Management.

Mr. Wegerif spoke about the Public Works projects and advised that the Fiske Blvd. project would include installing a new storm water outfall and new drainage system along Fiske Blvd., north of Peachtree Street, in order to reduce flooding occurrences and connection to the City's Bracco Pond with a new 36" pipe.

The second Public Works project includes an improved drainage system consisting of street side swales and expanded piped drainage systems to provide onsite temporary storage as well as conveyance out of the neighborhood.

Ms. Ennis explained the Utilities project, and advised that this was for Lift Station #1 which is adjacent to Oleander Pointe Condominiums. The improvements would include a Permanent Emergency Generator and that would cost $844,000. She further explained that the project includes demolishing Lift Station #1 and replacing it with a submersible pumping system incorporated with a wet well to eliminate confined space and entry improving worker safety. The elevation will be increased to protect it from storm surge and a permanent emergency generator will be installed.

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

AYES: Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Approve a Resolution Amending the FY2018 Budget to Allow for Emergency Repairs of Groundwater Filter #5; To Authorize the City Manager to Execute and Approve Change Order #2 to P.O. 72151, Project WS18FM. (18-365). (Utilities Director)

* **MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to approve the item.**

AYES: Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Approve the Preliminary Assessment Resolution 2018-068 for Fire Protection Assessment, for Fiscal Year 2019. (18-366). (Finance Director)

Ms. Bowman presented the item and mentioned that the Final Fire Assessment Resolution would be presented on September 5, 2018 during the Special City Council meeting.

* **MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to approve the Preliminary Assessment Resolution No. 2018-068 for Fire Protection Assessment for Fiscal Year 2019.**

AYES: Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

4. Approve a final subdivision consistent with Chapter 18 of the City of Cocoa Code for Lakeside Palms, LLC, a 103-lot subdivision consisting of approximately 26.28 acres located at 100 Clearlake Road, subject to conditions detailed in the Staff Comments section in this agenda item. (18-373). (Community Services Director)

Ms. Selig provided a brief presentation[2] on this item.

Ms. Selig advised that this was the Lakeside Palms subdivision and the applicant is Andy Kirbach, P.E. The requested action is for approval of a final subdivision consistent with Chapter 18 of the City of Cocoa Code in order to subdivide one

[2] EXHIBIT B: Final Subdivision Lakeside Palms

parcel, containing approximately 26.28 acres into 103 lots. The location is 100 Clearlake Road.

An aerial view of the proposed subdivision was shown and Ms. Selig pointed out that this has been reviewed by City staff for consistency with Chapter 18 of the City Code. Building, Fire, Police, and Utilities (Re-use) have all provided their input and comments on the request as well. Additionally, the City's Arborist's comments are pending submittal of the landscaping plans.

Ms. Selig discussed conditions that the staff was requesting be made a part of the final plat approval.

Lastly, she noted that the preliminary subdivision was approved by the Planning & Zoning Board on August 14, 2017 and by City Council on August 22, 2017.

* **MOTION by Councilman Whipple; Seconded by Councilwoman Warner, to approve the item.**

AYES: Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

5. Ordinance No. 8-2018/1st reading: Related to changes in the Police Officers' Retirement Plan consistent with a Memorandum of Understanding between the City of Cocoa and Coastal Florida Police Benevolent Association (PBA) regarding PBA Collective Bargaining Agreement effective October 1, 2015 to September 30, 2018, amending Section 2-191, Definitions and Section 2-220, Share Plan. (18-377). (City Manager)

City Manager Titkanich explained in detail the reasoning behind Ordinance No. 08-2018 and noted that earlier in the year, it was determined that there was an issue with holiday pay and that it was not clearly defined as a part of the proposed changes during the 2015 bargaining.

He explained that appropriate refunds were made and it brought to light an issue that when they were made aware it was looked into. Further explanation was held on the Ordinance.

He reiterated staff's recommendation and thanked City Council and the Florida PBA for their patience, because as the City promised they were making this right.

City Attorney Garganese read Ordinance No. 08-2018 into the record, by title only, as follows, and advised that this was the first reading of the Ordinance.

ORDINANCE NO. 08-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VII, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING SECTION 2-191, DEFINITIONS; AMENDING SECTION 2-220, SHARE PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

* **MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to approve the Ordinance No. 08-2018 on first reading.**

AYES: Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

6. Approve Resolution 2018-072 authorizing issuance of Water and Sewer System Refunding Revenue Bonds, Series 2018C (the "Series 2018C Refunding Bonds") not to exceed $30,000,000 to refund the Water and Sewer System Revenue Bonds Series 2010 (Federally Taxable - Build America Bonds - Direct Subsidy). (18-378). (Finance Director)

City Manager Titkanich reminded Council that at the last meeting staff presented several items regarding bonds. He advised that since that meeting, it came to staff's attention that they were able to do an advance refunding of the 2010 Build America Bonds. He explained in detail the process and definition of advanced refunding and further noted that the purpose is to take advantage of interest rates as they are usually lower. The City's debt management policy and FOM were also discussed.

City Manager Titkanich mentioned that a financing analysis of the advanced refunding was performed and reviewed with the City's Financial Advisor, Dunlap & Associates. The City will realize a net present value savings of approximately 8% at just over $2 million over the term of the bond. Staff is recommending that the City Council authorize this transaction as it complies with the City's debt management policy of achieving a net present value savings of at least 3%.

Lastly, due to the fluidity of the upcoming refunding transaction and the numerous documents involved in the transaction, staff is requesting that as a part of this item that the City Manager and the Mayor, in consultation with the City's bond team, be given the authority to make technical modifications to the refunding documents to the extent necessary prior to the pre-closing on the upcoming transaction, and that the Mayor be authorized to execute the final version of the Resolution including incorporating any necessary technical amendments.

* **MOTION by Councilman Whipple; Seconded by Councilman Boisvert, to approve the item.**

AYES: Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

City Manager Titkanich thanked Finance, the City Attorney, Bond Counsel, and the City's Financial Advisor for all of their hard work on these transactions.

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 07/31/2018. (18-332). (Finance Director)

2. 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. (18-353). (Finance Director)

3. FY 2018 Budget Adjustment Report. (18-354). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (18-355). (Finance Director)

X. REPORTS:

Mr. Wegerif provided an update on the Stone Street Streetscaping Project and advised that they were doing the milling this week and paving next week. The Riverfront Connector and Community Meeting room projects were also moving along.

He spoke about the SJRWMD Baffle Box project and advised that the City has received a check from Save the Lagoon[3].

Ms. Bowman thanked Council for their support on the Fire Assessment and bond items. She noted that the City's auditors were here this week and they would be doing internal controls to ensure that the City is following procedures.

Major Hankins wished all a nice Labor Day.

Chief Prince reminded and invited everyone to the 911 Stair Climb event on Saturday, September 15, 2018 at the Cocoa High School stadium.

Ms. Hamilton pointed out that the Cocoa RDA Plan is being updated and there would be a series of workshops. Tomorrow is the community input meeting and following that there would be a few special meetings in regards to the plan. She encouraged all to come out.[4]

City Manager Titkanich advised Council that he and his secretary Ms. Frederick had reached out and tried to provide Rev. Dennis with a copy of his memo, but he declined to meet.

He assured Council that he would follow up with Mr. Wegerif regarding the sidewalks on Derby Street.

Lastly, he spoke about a letter received from Mr. Brown and the zoning amendment and that several members of the public have requested geographical representations, and the City does not have that capability. Staff previously had expressed concern over the height. He advised that staff would be going back to the CRA to ask that they retain Pete Secker, in order to obtain his expertise and show that it can be shown visually, which is what the public is looking for. He understands the letter received by Mr. Brown, and with all do respect, it is staff's

[3] Councilman Boisvert left the meeting at 7:00 p.m.
[4] Councilman Boisvert returned to the meeting at 7:03 p.m.

recommendation that they retain the proper consultants and that way the public can really see the impact. They might see that and decide it is not as bad as they thought. The City just does not have those resources.

He would be out this Friday but would be glad to meet with any of them, if they wished to meet individually.

Councilwoman Warner stated that on December 15th there would be a ceremony in Orlando recognizing Copper for a national award that he will be given. If anyone would like to attend, let her know so that she can get tickets.

She advised that she has had a couple of citizens asking why Rev. Dennis is being allowed to speak when he is not a resident of the City and not speaking about his water bill.

In response, City Manager Titkanich noted that under Senator Gardner's bill, it opened up the door so that any member of the public can come and speak in front of Council.

City Attorney Garganese agreed to look into this. There is a law regarding the open portion under Delegations. He does not know enough to report tonight but would look into this.

Councilman Boisvert thanked everyone for the turnout to the District 3 Town Hall meeting.

He also attended the Tuxes and Tails Gala and noted that Copper received a standing ovation.

Councilman Whipple thanked Councilman Boisvert for the hospitality at the District 3 Town Hall meeting.

He spoke about the Diamond Square CRA and feels that they are on point with their items. He thanked those members and hoped that the Stone Street Streetscaping Project would be complete by September 30th.

They were also on point with the Joe Lee Smith Center and assured citizens that it was on the way. The Community Garden is coming along and there is a wooden bench on Rosa L. Jones that will be replaced with a bench and cover.

He thanked all City employees for the job they are doing.

Deputy Mayor Blanco mentioned that she and her family had a personal tragedy that they had to attend to and she thanked everyone for their outpouring of condolences and sympathy, on behalf of her and her family.

She spoke of Council's attendance at the new Walmart Distribution Center's ribbon cutting on August 22nd. It was a great turnout and they have a very enthusiastic team of employees. She along with the Mayor, Councilman Boisvert, Councilman Whipple, and the Governor were in attendance. They gave out a lot of scholarships and she thanked Walmart for their hospitality.

In closing, she pointed out that today was election day and hoped that all were able to get out and vote. This race is very important. A poll worker told her that they were getting 6,500 votes an hour. Every vote counts and she is blessed to live were we have the privilege to vote.

City Manager Titkanich added that Walmart is a big success story for the City and this region. They have 460 positions, of which 400 have been filled. They worked with CareerSource Brevard. There were a lot of City departments who helped work with this project and he thanked them all for their flexibility.

Councilman Boisvert also mentioned that the Vice President of Walmart was there and he personally thanked Cocoa for all of their cooperation.

XI. ADJOURNMENT.

*** MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to adjourn the Regular meeting of August 28, 2018.**

AYES: Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 7:20 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT A: Letter from Aleck Greenwood

August 28, 2018

City of Cocoa
65 Stone Street
Cocoa, FL 32922

First and foremost, I want to again sincerely thank the Cocoa City Council, the City of Cocoa Staff, and the vast majority of City of Cocoa Citizens for their overwhelming support of our hotel project. My first thank you was sent by text to all of the City Council members, after their unanimous vote for my project, by Aleck Greenwood, acting on my behalf, after the August 14th, 2018 City Council meeting.

As you know, time is of the essence in all real estate transactions. I currently have a purchase contract for 625-629 Brevard Ave. to complement the adjacent hotel structure proposed for 603 Brevard Ave, which will be mutually beneficial at some point in the future if demand dictates expansion of the hotel or desired other expansion. The purchase contract for that site expires on 9/10/18 and will not be extended again by the seller. We have had 3 previous extensions on this contract that were necessary to accommodate Cocoa City time demands. September 10th is thus a crucial date for my development team to determine the feasibility of the hotel project finally moving forward to become a reality.

I have had numerous discussions with the City Staff and the City Manager in the past and up to and including the recent CRA/City Council meeting on 8/14/18. As of 8/25/18, I was informed of an additional requirement for a consultant, chosen by the City, to attend and direct the planned workshop. This was not a requirement stipulated by City Council at the 8/14/18 meeting. Our development team had previously performed our own due diligence for this hotel project almost one year ago and we are convinced that what we were proposing is the correct product for this project on this particular site. I became even more convinced that our due diligence was indeed correct when I learned on 8/15/18 that a new 156-unit Hilton Tapestry Hotel had been approved by the Melbourne City Council and would be built in downtown Melbourne on city ground with almost identical amenities that we have designed for the proposed hotel at the Cocoa site. Granted, Melbourne is a different market, 35 to 45 miles south, but it defines what product is presently missing in the marketplace.

I have been advised that the Workshop and the second reading do not require any extra preparation for presentation purposes, and actually that work has already been accomplished by the City through the holding of a public meeting, a planning and zoning public meeting, and a zoning amendment first reading public meeting (approved by City Council 5-0 vote). I am concerned with the extra requirements expected of the hotel project at this point (please see attached letter from local city supporter asking the same questions).

Lastly, I was asked to provide the City Staff with an interim Development Agreement to act as a guideline for the City Attorney and my Attorneys to prepare an actual Development Agreement. This started 3-4 months ago. Our development team is still working on this project after 1 year

without an interim Development Agreement let alone an actual Development Agreement. Please be advised that my attorneys can have a mutually acceptable Development Agreement prepared for review and execution within 1 week in order to expedite the process and formalize our commitments prior to my 9/10/18 contractual deadline for the adjacent property.

If we cannot meet the above mentioned deadline of 9/10/18 it would seem that both the City and the development team will have squandered an excellent opportunity to provide the City with a much needed hotel with tremendous amenities to service the city and provide responsible economic development to Cocoa Village. I hope that we can avoid that unfortunate incident as I would hope that our development team will be successful in delivering this proposed project for this fine city. Hopefully, all parties will commit to this project expeditiously.

Sincerely,

Jack Brown

Attachment: Citizen Letter

Draft: ALL 10

Richard

[redacted]

Subject: Post Council Meeting Analysis

Re:

(1) City of Cocoa Aug. 14th, 2018 Council Meeting

(2) Ordinance 06-2018/1st Reading: Amending Appendix A Article XI, Section 22 of the City Code to allow large commercial/mixed-use buildings on certain property at a location most easily understood as: The block of land on Brevard Ave. sandwiched between Murdock's restaurant and the AT&T tower.

(3) Previous postings on the internet about the expectations for this meeting

To Individuals interested in getting a much needed up scaling of Cocoa Village:

Prior to the meeting I was thinking that it would be unusual for the vote on Ordinance No. 06-2018 to be final in this meeting. That's because of my some what involvement with Ord. No. 01-2018. That had two or three readings before the final vote. However I thought there was a urgent need to expedite this one, so they may be doing this. Of course we didn't see an agenda until the last minute. So when I got home I looked at the agenda again. Sure enough it says " Ordinance 06-2018/1st Reading ". So it should be no surprise that this was not intended to be anything FINAL or APPROVED. Maybe just approved to move on to the 2nd Reading. I'm sure how we got such a good mobilization for this meeting and emails was that most people were thinking this was the final deciding factor on the Hotel, or if like me for just the rezoning.

Unfortunately right at the beginning of the discussion on this subject the Mayor really put a damper on things when he pushed for another public meeting, where both the rezoning and the hotel will be yet again debated. I believe I went to a meeting about the hotel already a long time ago. This reminded me of the account of how Pontius Pilate just let the crowd decide. In any event the Mayor will no longer be on the Council after Aug. 27th because of running for the Florida legislature, for which I am voting for him. So don't misinterpret this with politics.

Right after this a lot of the people I know started leaving, until they were almost all gone. You would not be able to mobilize most of them again on this. For example a man near me said (I would not go to that public workshop, just look at the kind of people that are complaining, and even yelling from the side of the room, here.) In addition I don't know if this is suppose to be allowed, but one speaker was allowed to just read a paper from some one not in attendance. If that is not really against the rules a

Email cont.

...ack of people could speak and just read papers from all the people out of town at this time of ... The public meeting/workshop is not only a problem because the remodeling, but also because many good people that could be mobilized are away this time of year. So as a result of the work shop the City will be mostly hearing this same negative nancy from these same people we had to suffer thru twice in this meeting. The only thing I can think of to counteract this, and that could remedy the people for, would be a petition. Even though the City has now made it a requirement to have this Public Meeting a petition would help the Council vote the way they seem to want to vote. Just be a lot of the same negative litany in the workshop that we had to hear in this meeting.

The developer has been having to make trips to Cocoa for over a year as the City keeps making the goal posts back. If he doesn't just give up on this at some point, the remaining hoops for this to jump thru will be...

(2) Another public work shop.

(3) A final reading of Ordinance No. 05-2005 (Rezoning the property), and the Council's vote on it.

(3) If this is still proceeding, the CRA would then negotiate with the developer to finalize plans.

(4) If the plans are finalized, the City Council would then vote yes or no for the actual building of the hotel.

Basically this is it, as long as the City doesn't come up with any other hoops.

The reason I put this together is for several reasons:

(1) Many people that I know left the meeting early.

(2) Sending an email to the City Council was the most important thing, but all of those who sent an email did not come to the meeting.

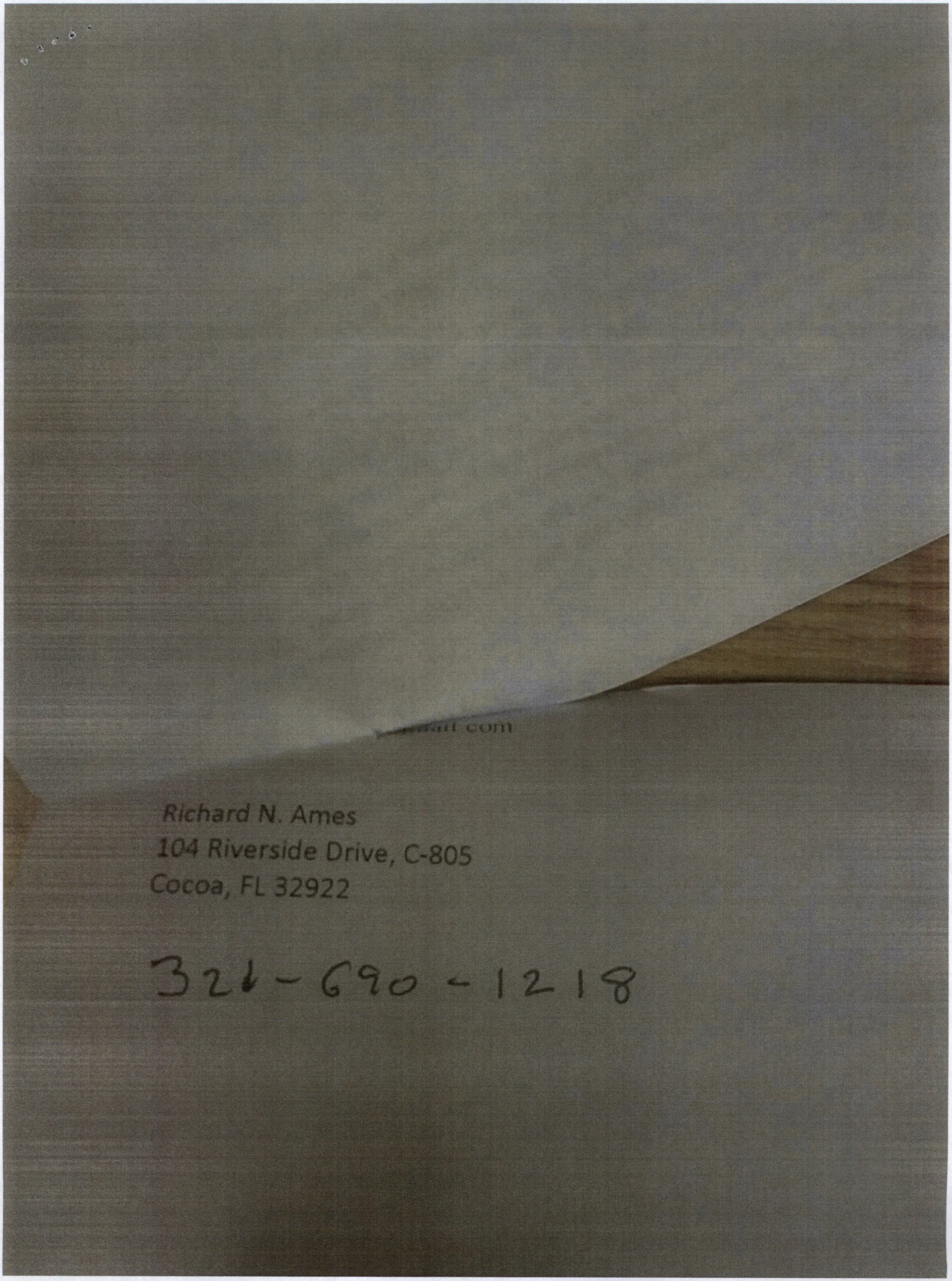
(3) Many people are not here this time of year.

(4) The vote on this night at the end of the meeting was so casual and rapid, with the usual poor sound quality, that I think hardly anyone knew what transpired. Only by lettuce can I tell that no rezoning has been approved at this time, and will not have a chance to be until after the public workshop takes place.

(5) If the City provides any other verifiable information, I'll update those notes.

It should be noted that when the City was planning to create Riverfront Park, when Clearview Towne Condo was being planned and who knows what other new things were being planned, there was this same outcry from this same type of a group of a small amount of citizens.

Regards,



Richard N. Ames
104 Riverside Drive, C-805
Cocoa, FL 32922

321-690-1218

Final Subdivision
Lakeside Palms

EXHIBIT B: Final Subdivision
Lakeside Palms

Lakeside Palms
Final Subdivision

Applicant:

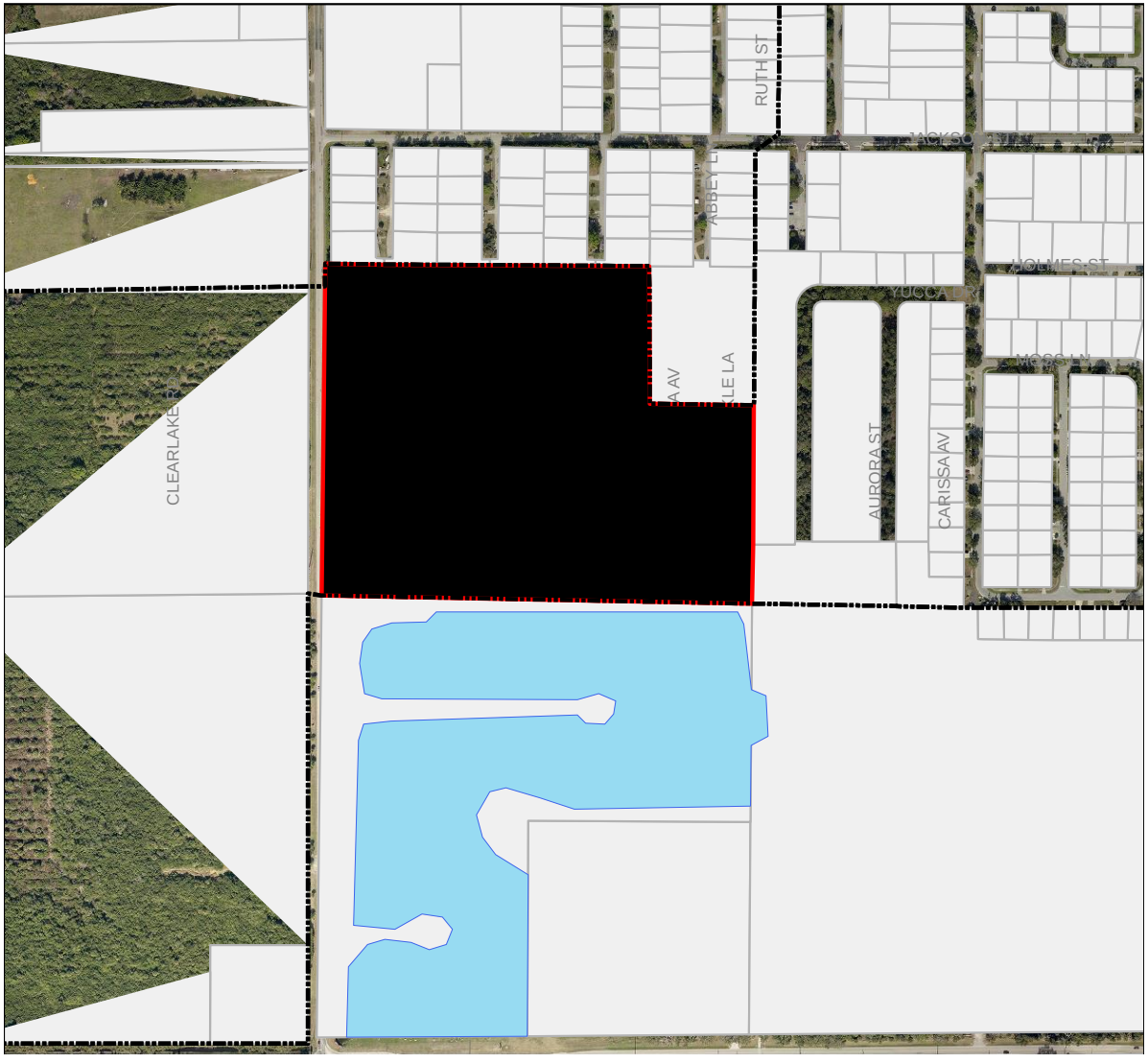
Andy Kirbach, P.E.
Morgan & Associates
504 N. Harbor City Blvd.
Melbourne, FL 32935

Property Owner:

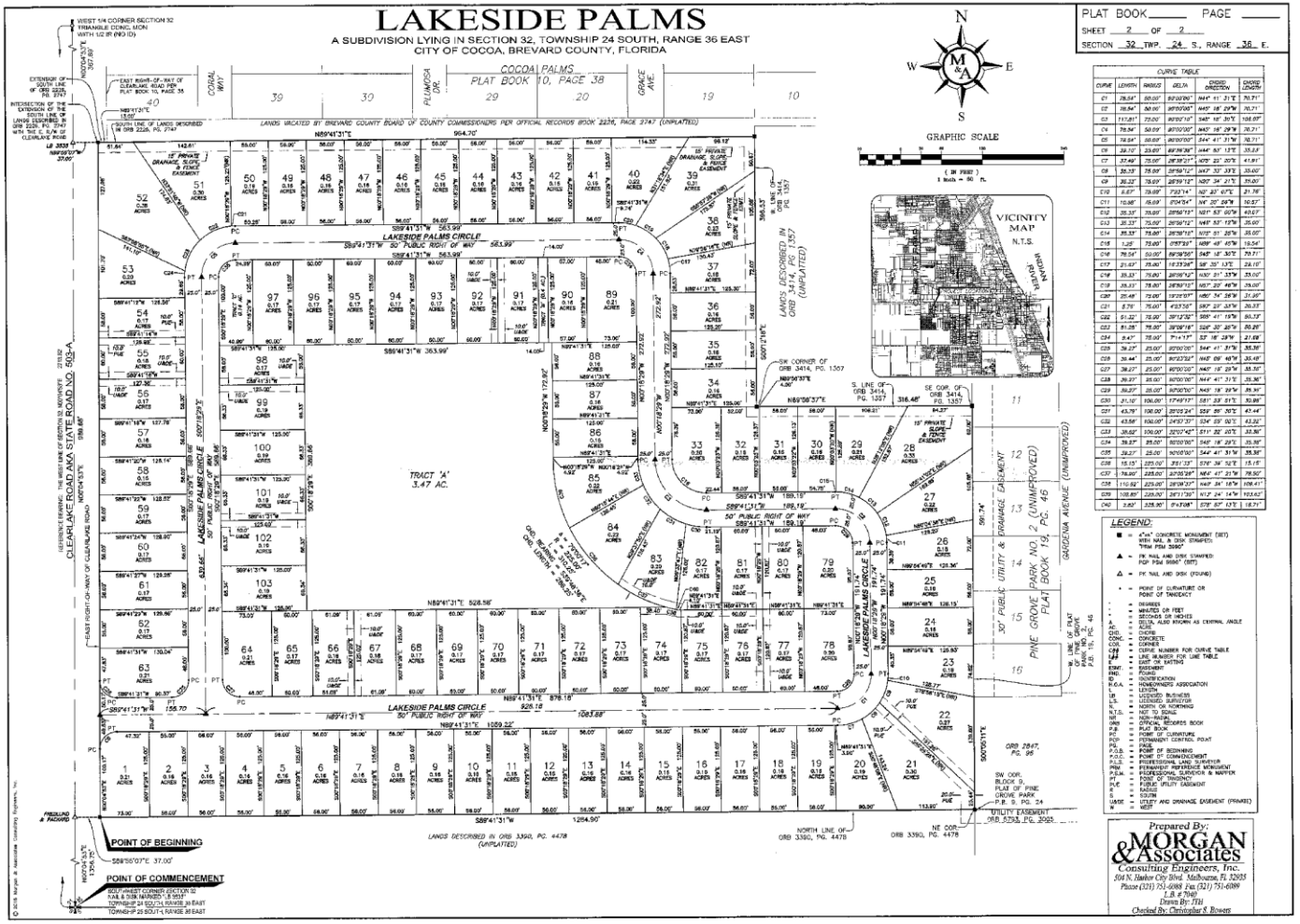
Lakeside Palms, LLC
317 River Edge Blvd., Ste. 100
Cocoa, FL 32922

Requested Action:	Approval of a Final Subdivision consistent with Chapter 18 of the City of Cocoa Code in order to subdivide 1 parcel, containing approx. 26.28 acres into 103 lots
Location:	100 Clearlake Road
Future Land Use:	Medium Density Residential
Zoning District:	RU-2-15 (Multiple Family Dwelling)
Existing Use:	Vacant land

Lakeside Palms
Aerial



Lakeside Palms
Preliminary Subdivision Plan



Lakeside Palms
Final Subdivision

- The submitted final subdivision has been reviewed by City staff for consistency with Chapter 18 of the City of Cocoa Code. This includes an assessment of the work that was required under the preliminary subdivision plan approval.

- The Building, Police and Utilities (Re-Use) departments have no further comments at this time.

- The City Arborist's comments are pending submittal of the landscaping plans.

Lakeside Palms
Final Subdivision

- The Fire Chief conducted an inspection on 8/16/18 and noted that the fire hydrant requirement of one hydrant for every 400 feet (for a total of 9) that was listed as a condition of the preliminary subdivision approval had been met. It was also noted that the turning radius requirement is satisfactory as long as on-street parking is prohibited.

- Utilities (Engineering) has provided several comments that need to be addressed.

- Public Works has provided additional comments that need to be addressed.

Lakeside Palms
Final Subdivision

Staff recommends that the following comments be part of the conditions of final plat approval:

- Bob Packard of R.M. Packard & Associates reviewed the associated preliminary plat and has reviewed the final plat. He has submitted a few comments to the applicant which need to be addressed prior to the final plat being recorded. Additionally all fees owed to Mr. Packard must be paid in full before the plat is recorded.

- The applicant will be required to provide a performance bond, prior to recording of the final plat, for all preliminary subdivision work that has yet to be completed and/or accepted by the City. The applicant has indicated that they will post a $2,000,000 performance bond which exceeds the requirement of 110% of the projected actual cost (est. $578,085.96) of the remaining work.

Lakeside Palms
Final Subdivision

- Prior to acceptance of the site improvements by the City, the applicant shall provide a maintenance bond of at least 10% of the construction cost estimation of all completed improvements for a minimum of 1 year. The applicant has agreed to provide the maintenance bond for 2 years.

- In addition, the applicant has stated they would like to construct model homes on the site. The City will draft a model home development agreement and this agreement will need to be signed before recording of the final plat.

Lakeside Palms
Final Subdivision

- The preliminary subdivision was approved by the Planning & Zoning Board on August 14, 2017.

- The preliminary subdivision was approved by City Council on August 22, 2017.

Lakeside Palms
Final Subdivision

Recommendation:

- Approve a final subdivision consistent with Chapter 18 of the City of Cocoa Code for Lakeside Palms, LLC, a 103-lot subdivision consisting of approximately 26.28 acres located at 100 Clearlake Road, subject to conditions detailed in the Staff Comments section in the agenda item.

Legislation Details (With Text)

File #:	18-313	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	7/19/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	2018 Trash Bash Awards Presentation. (Leisure Services Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Email about Presentation 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 19, 2018
Agenda Date: August 14, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
2018 Trash Bash Awards Presentation

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

2018 Trash Bash Awards Presentation

powered by Legistar™

Carie Shealy

From: NeoDasha Harris
Sent: Thursday, July 19, 2018 10:04 AM
To: Bryan Bobbitt; Tammie Lizon
Cc: Gail Bantugan; Carie Shealy; LLoyd Lucas; marshabarton@gmail.com; Moreno, Freddy@CHS; 'Lawrence Sinclair'; Delores McLaughlin
Subject: RE: KBB presentation and awards

Good morning Bryan and Tammie,

The next meeting is August 14 at 6pm and will be on the agenda for the presentation.

Girl Scouts Troop 7011
Cocoa High school JROTC
BACRAP
Cocoa Police Athletic League

Are the names that the checks need to be payable...

Thank you again everyone for your participation and efforts in cleaning up the City of Cocoa and Keep Brevard Beautiful!

Best Regards,

NeoDasha L. Harris, CWP
Special Event Coordinator &
Certified Wedding Venue Professional
434 Delannoy Ave., Suite 203
Cocoa, FL 32922
(321) 635-7702 I Fax: (321) 639-0176
nharris@cocoafl.org

Serving our Community with PRIDE!

Stay Connected: www.cocoafl.org

We Need Your Input!

Have you recently interacted or conducted business with the Leisure Services Division? Would you please take a moment and complete a brief survey to let us know how we are doing?

Customer Service Feedback Survey:

http://www.cocoafl.org/forms.aspx?FID=69

From: Bryan Bobbitt [mailto:bryanbobbittkbb@gmail.com]
Sent: Tuesday, July 17, 2018 12:27 PM
To: NeoDasha Harris; Tammie Lizon
Subject: KBB

Hey Neodasha,

When you get the date of the meeting can you please send it to us along with the final list of who to make the checks out to?

--
Thanks,

Bryan Bobbitt
Deputy Director
Keep Brevard Beautiful
bryanbobbittkbb@gmail.com
321-631-0501 Office
321-631-2840 Fax
321-458-4363 Cell

What will be your Legacy?

Tony Sasso- KBB Executive Director

"Release Today To Catch Tomorrow"

Legislation Details (With Text)

File #:	18-386	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/28/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	Approve Task Order 2019-93 with Jacobs/CH2M for Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program, Project No. WS13BC; Pending Approval of the FY2019 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Task Order 2019-93.pdf FY19 CCC Program Assistance Task Order 2019-93.pdf FY19 CCC Program TO 2019-93 Fee Breakdown.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 28, 2018
Agenda Date: September 25, 2018
Prepared By: Chris M. Collier, Water Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2019-93 with Jacobs/CH2M for Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program, Project No. WS13BC; Pending Approval of the FY2019 Budget

BACKGROUND:

The City of Cocoa Utilities Department budgeted $905K for the City's Cross Connection Control Program for FY2019. This program includes the assessment, testing, repair and replacement of cross connection control devices as required and regulated by the Florida Department of Environmental Protection (FDEP). Through competitive bid B-2014-07-COC, a contract was awarded to survey, test and repair cross connection control devices. This program will be continued annually as required by FDEP.

This task order will provide augmentation to City personnel through Jacobs/CH2M in the form of additional project management, quality control, and long-term strategic planning for the Cross Connection Control program for FY2019. Tasks include monthly progress meetings, contractor coordination and oversight, data quality control, and assistance in planning for long-term activities associated with the results of surveying and testing of cross connection control devices.

Staff requests approval of Task Order 2019-93 with CH2M.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, pending approval of the FY19 budget
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$125,432
Account Number:	421-4025-536.31-03, WS13BC
Account Name:	Repairs and Maintenance

PREVIOUS ACTION:

On September 23, 2014, City Council approved Task Order 2015-61 with CH2M for FY15 CCC Program Assistance for City staff augmentation and support for CCC Program.

On September 8, 2015, City Council approved Task Order 2016-66 with CH2M for FY16 CCC Program Assistance for City staff augmentation and support for CCC Program.

On September 27, 2016, City Council approved Task Order 2017-78 with CH2M for FY17 CCC Program Assistance for City staff augmentation and support for CCC Program.

On October 10, 2017, City Council approved Task Order 2018-84 with CH2M for FY18 CCC Program Assistance for City staff augmentation and support for CCC Program.

RECOMMENDED MOTION:

To Approve Task Order 2019-93 with Jacobs/CH2M for Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program, Project No. WS13BC; Pending Approval of the FY 2019 Budget.

powered by Legistar™

Task Order Request Form

Consulting Services for Water Supply, Treatment, Transmission & Distribution

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-08-27-COC **Vendor:** CH2M

Dept./Division Name: Utilities / WFO **Requestor:** Melinda Keesee Digitally signed by Melinda Keesee Date: 2018.08.28 08:22:17 -04'00' **Date:** 8/28/18

Project Number: WS13BC **Title:** Field Operations Technician

AMENDMENT

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

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: _____

Quote/Proposal #: 2019-93 **Dated:** 8/28/18 **Amount:** $ 125,432.00

☑ Quote Attached

Katherine Ennis Digitally signed by Katherine Ennis DN: dc=org, dc=cocoafl, ou=Utilities, cn=Katherine Ennis, email=kennis@cocoafl.org Date: 2018.08.28 14:36:13 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

The City 's CCC Program implements the Florida Department of Environmental Protection (FDEP) requirements to survey, test, and maintain CCC devices within the City's distribution system. These requirements are intended to prevent water from unapproved sources from entering the City's potable water supply.
In June 2014, the City awarded a contract for field services to implement their CCC Program. The City has requested a continuation of support from CH2M to assist with Contractor oversight, quality control, public relations, and data management for the CCC Program. This assistance is a continuation of the support provided in FY18 under Task Order 2018-84.

Design is Construction Related: ☐ Yes ☑ No **Good Faith Estimate of Construction Value:**

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2019-93

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 8/29/18 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2018.08.29 10:41:00 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: _____ **Signature:** _____ **Title:** City Manager

John A. Titkanich, Jr., AICP

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

City of Cocoa
Task Order 2019-XX
FY19 Cross Connection Control Program Assistance

2019-93

Services proposed by CH2M in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008.

Scope of Services

The City of Cocoa has FY19 funding dedicated to the City's Cross Connection Control (CCC) Program. The City 's CCC Program implements the Florida Department of Environmental Protection (FDEP) requirements to survey, test, and maintain CCC devices within the City's distribution system. These requirements are intended to prevent water from unapproved sources from entering the City's potable water supply.

In June 2014, the City awarded a contract for field services to implement their CCC Program. The City has requested a continuation of support from CH2M to assist with Contractor oversight, quality control, public relations, and data management for the CCC Program. This assistance is a continuation of the support provided in FY18 under Task Order 2018-84.

Following is a detailed description of each task including key assumptions made in the development of the scope and level of effort.

Task 1 – Project Management Assistance

CH2M will provide project management assistance in the form of coordinating and monitoring monthly CCC Program progress, responding to Contractor questions, monitoring Contractor activities, and assisting in FY20 planning. This task will also include invoicing, status updates, and administrative assistance.

This task is expected to require four hours of technical support per week on Task 1.

Task 2 – Contractor Coordination and Documentation

CH2M will meet with WFO personnel and the CCC Program Contractor to update progress in surveying, testing, repairing, and replacing commercial and residential devices. CH2M will provide coordination, agendas, and documentation of all meetings. One meeting each month is anticipated.

This task also includes assistance in documenting customer interactions with CCC Contractor staff. CH2M will assist Utilities Staff with public notifications and updates. In addition, CH2M will provide coordination with the Contractor concerning daily field activities, unusual field discoveries, equipment needs, and miscellaneous assistance.

This task is expected to require two hours per week of technical support.

Task 3 – Data Management and Quality Control

CH2M will provide quality reviews of Contractor submitted data in order to verify accuracy and thoroughness of data and to ensure proper formatting of data for uploading to the City's GIS database. Contractor invoices will be reviewed against the Contractor approved data for verification of accepted quantities. CH2M will coordinate with the Contractor to correct any deficiencies or discrepancies in data or invoicing prior to submittal to the City.

CH2M will document and coordinate field activities required by WFO Staff to address anomalies and provide field review of CCC Contractor's data. In addition, CH2M will document any inconsistencies found in the City's CCC database, as determined in the field, and coordinate with City Staff on possible solutions and the documentation of any data update processes. CH2M Staff will provide a monthly report summarizing CCC Program activities and statistics.

CH2M will provide assistance to City Staff in implementation of infraMAP NOW (web-based field services software) and assist with data transfer from the existing software system, report writing, Contractor training, data updates, and database management.

This task is expected to require eight hours per week of technical support.

Task 4 – Strategic Planning Assistance

CH2M will assist City Staff with the planning and implementation of the long term strategic plan for the CCC Program. CH2M will assist the City in determining projects, process improvements, and resources required for the implementation of a future CCC Program activities. CH2M will provide coordination and documentation of all planning activities and vendor interactions.

This task is expected to require two hours of technical support per week.

Safety

CH2M will manage the health, safety and environmental activities of CH2M staff to achieve compliance with applicable health and safety laws and regulations.

CH2M will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction.

CH2M will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose CH2M staff to unsafe conditions.

CH2M will notify affected personnel of any site conditions posing an imminent danger to them which the CH2M observes.

CH2M is not responsible for health or safety precautions of construction workers. CH2M is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.

Schedule

This task will begin in October 1, 2018 or upon City Council approval, whichever is later, and continue through September 30, 2019.

Compensation

CH2M proposes to perform the work described herein on a Time and Material basis, with budgets between tasks being interchangeable. The estimated engineering fee including labor and expenses associated with the scope of work is not to exceed $125,432 as presented in the Exhibit A, below.

Task Descriptions	Labor Hours	Labor Costs
Task 1 – Project Management/Contractor Management Assistance	208	$ 29,604
Task 2 – Contractor Coordination and Documentation	104	$ 12,294
Task 3 – Data Management and Quality Control	416	$ 64,224
Task 4 – Strategic Planning Assistance	104	$ 17,310
Labor Total:	832	$123,432
Expense Total:		$ 2,000
Grand Total:		$125,432

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 CH2M HILL Engineers, Inc.

By _____

Title _____

Date _____

Task Order 2019-93 FY19 CCC Program Assistance Fee Breakdown

Per Diem Schedule Description	Task 1	Task 2	Task 3	Task 4	Total Hours	Rate	Amount
MId-Level Professional Engineer/Scientist/Consultant	156	52	364	104	676	$166.44	$112,513
Office	52	52	52		156	$69.99	$10,918
Hour Subtotals:	**208**	**104**	**416**	**104**	**832**		
Labor Subtotals:	**$29,604**	**$12,294**	**$64,224**	**$17,310**			**$123,432**
							$2,000
Task Total:	**$29,604**	**$12,294**	**$64,224**	**$17,310**			**$125,432**

Task Key	
Task 1	**Project Management Assistance**
Task 2	**Contractor Coordination and Documentation**
Task 3	**Data and Invoice Review**
Task 3	**Strategic Planning**

Legislation Details (With Text)

File #:	18-387	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/28/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	Approve Task Order 2019-92 with Jacobs/CH2M to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, project management, organizing and utilizing asset data; Pending Approval of the FY2019 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Task Order 2019-92.pdf FY19 WFO Assistance Task Order 2019-92.pdf FY19 WFO Assistance TO 2019-92 Fee Breakdown.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 28, 2018
Agenda Date: September 25, 2018
Prepared By: Chris M. Collier, Water Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2019-92 with Jacobs/CH2M to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, project management, organizing and utilizing asset data; Pending Approval of the FY2019 Budget

BACKGROUND:

Over the past six years, the City has successfully implemented assessment programs such as the Valve and Hydrant Assessment Program, Valve Replacement Program, Cross Connection Control (CCC) Program and several pipeline condition assessment projects. These programs provide data critical to the successful implementation of a proactive asset management team within Water Field Operations (WFO).

As part of the development of the asset management team and as support to WFO in maintaining the City's potable water distribution system, the City of Cocoa has requested that Jacobs/CH2M assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, project management services and organizing and utilizing asset data. The services under this Task will include providing project and assessment information, management assistance, development of quality control processes, and long-term strategic planning.

Staff requests approval of Task Order 2019-92 with CH2M.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, pending approval of the FY19 budget
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$214,957
Account Number:	421-4025-536.31-03
Account Name:	Repairs and Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On September 22, 2015, City Council approved Task Order 2016-68 with CH2M to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions.

On September 27, 2016, City Council approved Task Order 2017-77 with CH2M to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions.

On October 10, 2017, City Council approved Task Order 2018-85 with CH2M to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions.

RECOMMENDED MOTION:

To Approve Task Order 2019-92 with Jacobs/CH2M to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, project management, organizing and utilizing asset data; Pending Approval of the FY2019 Budget.

powered by Legistar™

Task Order Request Form

Consulting Services for Water Supply, Treatment, Transmission & Distribution

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-08-27-COC **Vendor:** CH2M

Dept./Division Name: Utilities / WFO **Requestor:** Melinda Keesee Digitally signed by Melinda Keesee Date: 2018.08.28 08:37:59 -04'00' **Date:** 8/28/18

Project Number: **Title:** Field Operations Technician

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: _____

Quote/Proposal #: 2019-92 **Dated:** 8/28/18 **Amount:** $ 214,957.00

☑ Quote Attached

Katherine Ennis Digitally signed by Katherine Ennis DN: dc=org, dc=cocoafl, ou=Utilities, cn=Katherine Ennis, email=kennis@cocoafl.org Date: 2018.08.28 16:30:22 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

Over the past five years, the City has successfully implemented assessment programs such as the Valve and Hydrant Assessment Program, Valve Replacement Program, Cross Connection Control (CCC) Program, Water Quality Support Services, and several pipeline condition assessment projects. These programs provide data critical to the successful implementation of a proactive asset management team within Water Field Operations (WFO). This task order will provide augmentation to the City personnel in form of additional project management assistance, Contractor coordination and documentation of activities, data management and quality control assistance including review of Contractor submitted data and invoices. CH2M will also assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions. The services under this Task will include providing project and assessment information management assistance and long-term strategic planning.

Design is Construction Related: ☐ Yes ☑ No **Good Faith Estimate of Construction Value:**

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2019-92

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 8/29/18 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2018.08.29 10:46:59 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: _____ **Signature:** _____ **Title:** City Manager

John A. Titkanich, Jr., AICP

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

2019-92

City of Cocoa
Task Order 2019-XX
FY19 Water Field Operations Division Support

Services proposed by CH2M in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008.

Background

Over the past three years, the City of Cocoa Utilities Department has successfully implemented programs such as the Valve and Hydrant Assessment Program, Valve Replacement Program, Cross Connection Control (CCC) Program, and Water Quality Coordination and Support Services. These programs provide data critical to the successful implementation of a proactive asset management team within Water Field Operations (WFO).

This task order will provide augmentation to the City personnel on Repair and Maintenance (R&M) projects in the form of additional project management assistance, Contractor coordination and documentation of activities, data management, and quality control assistance for R&M Programs.

Scope of Services

CH2M will assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, providing technical evaluations and studies for future distribution system improvements, and increasing staff collaboration and interactions. The services under this Task Order will include providing project and asset information management assistance.

Following is a detailed description of each task including key assumptions made in the development of the scope and level of effort.

Task 1 Project and Asset Management Assistance

CH2M will provide project management assistance in the form of documentation of asset management activities performed by WFO Staff, assistance with uploading of distribution system improvements to the GIS database, contracting and oversight of existing and new outside vendors/contractors, and collection and transfer of information and data to City personnel and GIS database. This task will also include invoicing, status updates, meeting management, data management, and administrative assistance.

CH2M will meet with WFO personnel to review internal field activities including assessments, replacements, and improvements of distribution assets. These meetings will include documentation of information regarding:

1. Recommended replacement/improvements of valves, hydrants, and pipelines, including assets that require further WFO investigations.
2. Which assets can be repaired or replaced by City personnel.
3. Which assets will be replaced by a licensed Contractor.

After each meeting, CH2M will document the results of ongoing and completed field investigations, decisions on dispositions of assets, and a list of required updates to the Utilities' asset databases. One meeting every month is anticipated.

CH2M will provide technical support in creating a business case study on the implementation of an AMI/AMR Program. The results of the study will identify benefits and costs associated with implementing an AMI system, identify the most appropriate technologies, and understand the long-term cost of full implementation.

This task is expected to require twenty-four hours per week of technical support.

Task 2 Quality Control Process Assistance

CH2M will continue their assistance to WFO Staff in implementing the quality control processes for activities associated with distribution system asset replacement and/or repair. The processes will include technical guidance to WFO Staff on review of design documents, oversite and electronic documentation of field activities, use of work plans and scopes for distribution system improvements, engineering oversite and review of invoices. CH2M will provide assistance in the quality control processes.

This task is expected to require four hours per week of technical support.

Safety

CH2M will manage the health, safety and environmental activities of CH2M staff to achieve compliance with applicable health and safety laws and regulations.

CH2M will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. CH2M will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose CH2M staff to unsafe conditions.

CH2M will notify affected personnel of any site conditions posing an imminent danger to them which the CH2M observes.

CH2M is not responsible for health or safety precautions of construction workers. CH2M is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.

Schedule

This task will begin in October 1, 2018 or upon City Council approval, whichever is later, and continue through September 30, 2019.

Compensation

CH2M proposes to perform the work described herein on a Time and Material basis, with budgets between tasks being interchangeable. The estimated engineering fee including labor and expenses associated with the scope of work is not to exceed $214,957 as presented in the Exhibit A, below.

Exhibit A. Engineering Fee

Task Descriptions	Labor Hours	Labor Costs
Task 1 - Project and Assessment Information Management Assistance	1,248	$ 174,262
Task 2 – Quality Control Process Assistance	208	$ 30,025
Labor Total:	1,456	$ 204,287
Expense Total:		$ 10,670
Grand Total:		$ 214,957

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 CH2M HILL Engineers, Inc.

By _____

Title _____

Date _____

Task Order 2019-92 FY18 WFO Assistance Fee Breakdown

	Hours		Total		
Per Diem Schedule Description	**Task 1**	**Task 2**	**Hours**	**Rate**	**Amount**
Senior Project Manager	160		160	$199.17	$31,867
Senior Professional Engineer/Scientist/Consultant	40		40	$188.40	$7,536
MId-Level Professional Engineer/Scientist/Consultant	448	134	582	$166.44	$96,868
Junior Professional Engineer/Scientist/Consultant	200	50	250	$120.84	$30,210
Project Engineer/Scientist/Consultant	160		160	$101.84	$16,294
Junior Project Engineer/Scientist/Consultant	120		120	$95.27	$11,432
Office	120	24	144	$69.99	$10,079
Hour Subtotals:	**1,248**	**208**	**1,456**		
Labor Subtotals:	**$174,262**	**$30,025**			**$204,287**
Miscellaneous Expenses (travel, shipping, etc.):					**$10,670**
Task Total:	**$174,262**	**$30,025**			**$214,957**

Task Key	
Task 1	**Project and Assessment Information Management Assistance**
Task 2	**Quality Control Process Assistance**

Legislation Details (With Text)

File #:	18-388	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	8/28/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase through Redzone Robotics for Manhole Assessments; Pending Approval of the FY2019 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution - Sole Source -Redzone Robotics.doc Cocoa FL MACP Proposal 2nd Phase.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 28, 2018
Agenda Date: September 25, 2018
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase through Redzone Robotics for Manhole Assessments; Pending Approval of the FY2019 Budget

BACKGROUND:

The City of Cocoa sewer collections system contains 1,594 gravity sewer manholes. In order for these gravity assets to operate at optimum efficiency, it is imperative that a thorough internal assessment be completed. Effective completion of the internal assessment process will provide a thorough 360º evaluation of each manhole utilizing the industry standard Manhole Assessment and Certification Program (MACP) process (*see attached report example).* The data obtained will be thoroughly analyzed by Utilities and engineering consultant staff, and will be utilized during the creation of the necessary capital and repair/maintenance programs in an effort to help improve the overall efficiency of the sewage treatment system.

Ideally, the sewer collections system is designed to be a closed system that only treats waste water. However, because of aging manhole infrastructure, groundwater (infiltration) and rainwater (intrusion) can enter this system. This undesired “extra” water is commonly referred to as “I&I” in the wastewater treatment community. If this unwanted I&I water enters this closed system, the following conditions can occur:

- ✓ decrease the efficiency and capacity of wastewater collection systems and treatment systems, which can impact the City's potential for growth
- ✓ accelerate the need for the construction of relief sewer facilities
- ✓ contribute to the hydraulic overloading of treatment processes, which can affect public health and the City's compliance with state and federal water quality standards
- ✓ increase collection system and treatment facility operating costs
- ✓ allow wastewater to contaminate vital groundwater and drinking water resources
- ✓ overburden treatment plants to the extent that untreated wastewater must be discharged to the environment

In an effort to capture the current condition of the gravity sewer manholes in the safest and most efficient way possible, the Sewer Field Operations Division is recommending that the City utilize the services provided by Redzone Robotics, Inc. (RedZone) for the following reasons:

1) Redzone is the only provider of this type of assessment service utilizing SOLO autonomous robotic camera/GPS equipment. (Similar service providers researched utilized truck-mounted systems, and did not employ the use of autonomous equipment. Truck-mounted systems present an elevated safety hazard while operating in and around city, county, and state roadways).

2) Redzone is the only provider of this type of assessment service utilizing the ICOM3 software (GIS) platform. This software package (currently utilized by City staff) works in partnership with the SOLO robotic system. The data returned by the SOLO robotic equipment is coded by RedZone using industry standard Manhole Assessment and Certification Program (MACP) format, and then provided in the ICOM3 software platform which then seamlessly integrates with the City of Cocoa's current ArcGIS/ESRI system.

Gaining a complete and accurate understanding of the manhole system and its true baseline condition is an important step toward establishing more efficient and effective decision-making processes, and provides justification for on-going capital rehabilitation/replacement projects.

This proposal is to assess 794 of the city's manholes. Redzone was previously awarded a sole source designation for the assessment of the gravity pipes in the sewer system. Redzone was also previously approved as a sole source provider for gravity manhole assessments in 2018 and was awarded a task authorization for assessment of 800 manholes; this request is a continuation of that work to complete assessment of all 1,594 manholes in the Cocoa gravity system.

Staff is recommending approval of the sole source for Redzone Robotics, Inc.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, pending approval of the FY19 budget
If not budgeted, is amendment/transfer attached?	N/A

Amount Requested	$99,250
Account Number	421-4125-536.46-00, WS19MH
Account Name	Repairs & Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

On November 12, 2013, City Council approved a resolution waiving the competitive bidding process for the purpose of making a sole source purchase from Redzone Robotics, Inc. for sewer gravity main assessment services (pipelines).

On June 12, 2018, City Council approved a resolution waiving the competitive bidding process for the purpose of making a sole source purchase through Redzone Robotics for 800 manhole assessments.

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase through Redzone Robotics for Manhole Assessments; Pending Approval of the FY2019 Budget.

Unsolicited Proposal for

Professional Services Agreement for System-Wide Sanitary Sewer Categorization & Development of a Wastewater Asset Management Information System

Cocoa, FL

8/22/18

Submitted by:

Contact Name	Doug Boccuti
Company Name	RedZone Robotics, Inc.
Address	91-43rd Street
City, State, Zip Code	Pittsburgh, PA 15201
Telephone	**407-404-0882**
E-mail	**dboccuti@redzone.com**

This documented is intended solely for the consideration and use of the addressee and is not to be copied, reproduced or published into the public domain without prior agreement from RedZone.

RedZone Robotics, Inc.
91 43rd Street, Suite 250
Pittsburgh, PA 15201
Phone 412.476.8980
Fax 412.476.8981
www.redzone.com

8/22/18

Chris Collier
City of Cocoa
351 Shearer Blvd
Cocoa, FL 32922

RE: Cocoa, FL MACP OPP - 105693

Dear Chris,

RedZone Robotics, Inc. (“RedZone”) greatly appreciates your interest in our company and we are looking forward to the opportunity to work with the City of Cocoa. (“Client”). We believe that, working with your team, we can provide you the tools and solutions that will provide you the information you need to achieve the longest useful life of your collection system assets at the most reasonable costs.

As per our discussions, attached you will see pricing and a schedule of values for the scope of work that you have requested.

We thank you for considering our technology and welcome the opportunity to continue to work together. If you have any questions or require any additional information, please feel free to contact our office.

Sincerely,

Doug Boccuti
Sales Manager

This documented is intended solely for the consideration and use of the addressee and is not to be copied, reproduced or published into the public domain without prior agreement from RedZone.

RedZone Robotics, Inc.
91 43rd Street, Suite 250
Pittsburgh, PA 15201
Phone 412.476.8980
Fax 412.476.8981
www.redzone.com

Scope Description:

Assessment of 794 manholes for MACP Level 2 Inspection.

Schedule of Values:

ITEMS FOR PROPOSAL			
ITEM	**QTY**	**DESCRIPTION**	**NOTES**
YES-110	794 @ $125/ea	YES Professional Services: Level 2 MACP Manhole Inspections	One Year Term Licensing, Hosting, Maintenance and Support included
RZR-001	1	Mobilization and Demobilization	Mob and Demob of all required assets for field condition assessment work

TOTAL **$99,250**

ICOM3 Software:

This proposal includes ICOM3 hosted licensing, maintenance and support & upgrades for (12) months.

At the end of the Term, an annual License Subscription, Hosting, Maintenance and Support contract is required if Client seeks to maintain use of then-current hosted License Subscription, Hosting, Maintenance and Support services. Paying these fees is not required.

In the event this term expires and Client has paid all amounts due RedZone Client shall have one perpetual, fully-paid, non-exclusive, non-transferable, non-assignable, non-sub-licensable local usage license of the viewing software required to view the data from this specific scope of work, to be used in compliance with the other, non-conflicting license terms, solely for Client's internal purposes.

The optional fees for annual License Subscription, Hosting, Maintenance and Support, which would commence at the end of the Term are [Seven Thousand Five Hundred Dollars $7,500]

In the event Client chooses to pay these fees, then these fees will cover the hosting of the application, upgrades, bug fixes and both telephone and e-support. Increases to these annual fees will not exceed 10% for any renewal period. If at any point subsequent to the expiration of this initial full, completed Term, Client fails to pay such annual fees, Client Software used under this license shall not have any connectivity with the hosted Software Services and RedZone shall have no obligation to otherwise provide Support or Technical Support to Client or its Authorized Users using the Client Software under this post-termination license.

This documented is intended solely for the consideration and use of the addressee and is not to be copied, reproduced or published into the public domain without prior agreement from RedZone.

RedZone Robotics, Inc.
91 43rd Street, Suite 250
Pittsburgh, PA 15201
Phone 412.476.8980
Fax 412.476.8981
www.redzone.com

ICOM3 Software in Exchange for Services:

In the event that Client awards RedZone mutually agreed upon work on or before the end of the Initial Term in the amount of at least fifty thousand dollars ($50,000 USD) RedZone will waive the ICOM3 Licensing/Hosting/Maintenance/Support/Upgrade fees for an additional one (1) consecutive year.

Unless otherwise notified otherwise by RedZone, for each year following a year whereby Client awarded RedZone the minimum work required to waive the ICOM3 fees, in the event that Client continues to award RedZone work in the amount of at least fifty thousand dollars ($50,000 USD) RedZone will waive the Licensing/Hosting/Maintenance/Support/Upgrade fee for one (1) additional, consecutive term year.

Failure to award RedZone the minimum amount of work required to waive the ICOM3 will result in the invoicing of the fees for annual License Subscription, Hosting, Maintenance and Support as quoted above in the ICOM3 Software Section of This Agreement.

Data:

The Client shall receive information and reports in accordance with the scope of services described in this proposal. Except as set forth below, the data and information (the "Data") about the Client's pipes, properties and facilities collected or obtained by RedZone during the course of performing the **Work belongs to and is the confidential and proprietary information of the Client.** Notwithstanding the foregoing, (i) RedZone shall be entitled to retain and use the Data to provide future services to Client and (ii), without disclosing the Data to any third party in an un-compiled fashion or as belonging or relating to Client, RedZone may retain, store, use and compile the Data with comparable data from other parties in an aggregate fashion to create a database that RedZone may use, process and analyze to provide predictive, diagnostic and other services to other parties.

Proposal Notes & Exclusions:

1. This is a limited time introductory offering. Stated terms, conditions and concessions will expire upon expiration date of this Proposal
2. The Initial Term is effective as of the date of signature of acceptance and Notice to Proceed below by an authorized representative of Client.
3. Increases to the annual Licensing/Hosting/Maintenance/Support/Upgrade fee will not exceed 10% for any renewal period.
4. Actual timelines and execution schedules will be formalized in a scope of work document that will be approved by both the Client and RedZone
5. This Proposal must be executed by an authorized agent of Client prior to the commencement of any work related to This Proposal.
6. This Proposal is intended for review and consideration of the addressee, is the property of RedZone and is not to be published into the public domain with the written consent of RedZone. Nothing in This Agreement is intended to prevent Client from complying with state/local requirements pertaining to 'Right to Know' types of laws or legally required public disclosures.
7. All invoices issued by RedZone to Client are due Net 30

This documented is intended solely for the consideration and use of the addressee and is not to be copied, reproduced or published into the public domain without prior agreement from RedZone.

RedZone Robotics, Inc.
91 43rd Street, Suite 250
Pittsburgh, PA 15201
Phone 412.476.8980
Fax 412.476.8981
www.redzone.com

This proposal is required to be signed by an authorized individual of Client, prior to the commencement of any work by RedZone.

Thank you again for this opportunity. For more information about RedZone, please visit www.RedZone.com .

Kind regards,

Doug Boccuti
RedZone Robotics, Inc.
Business Development Manager

Clients Signatures will be Regarded as Acceptance and Notice to Proceed

Signature: _____

Name: _____

Title: _____

Date: _____

This documented is intended solely for the consideration and use of the addressee and is not to be copied, reproduced or published into the public domain without prior agreement from RedZone.

RedZone Robotics, Inc.
91 43rd Street, Suite 250 Phone 412.476.8980
Pittsburgh, PA 15201 Fax 412.476.8981
www.redzone.com

RedZone® ROBOTICS

SOFTWARE SERVICES TERMS AND CONDITIONS

1. Grant of Access to Software Services. RedZone hereby grants to Client and its Authorized Users access to the Software Services as described herein, through User Identities (defined below) for Client's internal purposes and Client accepts such access on a non-exclusive basis, subject to the terms and conditions set forth in this Agreement. Client's rights hereunder, and access to the Services, are non-assignable, non-transferable, and non-sublicenseable.

2. Obligations of Client.

(a) Client has appointed an individual (or individuals) ("**Administrative User**") to serve as liaison between Client, Authorized Users and RedZone. Administrative Users are Client's duly authorized agents to act on behalf of Client on all matters related to the Software Service.

(b) Client shall have sole responsibility for deciding which of its employees, contractors, agents and sub-contractors ("**Authorized Users**") will be granted access rights to the Software Services to act on behalf of the Client to enter and access data in and through the Software Services. The Administrative User shall identify Client personnel to be provided access to the Software Services as Authorized Users by submitting requests through the Software Services ("**New User Registration Requests**"). RedZone shall be entitled to rely on New User Registration Requests, and the information submitted in connection therewith, submitted under the Administrative User's User Identity as the sole basis for determining Client's authorization in granting access to Authorized Users identified on such New User Registration Requests.

(c) The identity of Authorized Users will be verified by the use of user names together with a password, as created by the Administrative User or the Authorized User using the Software Services ("**User Identities**"). Client agrees that it is solely responsible for securing its User Identities and not sharing such User Identities with others. RedZone will assume that any person using the Services under a given User Identity is the individual associated with such User Identity in RedZone's records and will grant access to information and any other capabilities accordingly**.** Using, or permitting the use of, the Services under User Identities not actually assigned to a particular individual is prohibited.

(d) Client will be solely responsible for maintaining and updating its roster of Authorized Users, including without limitation, updating its roster of Authorized Users in response to changes in employment relationship with specific Authorized Users ("**Access Control Administration**"). Client will be responsible for ensuring that each Authorized User understands and agrees to the standards of conduct and use for the Services set forth herein before Administrative User's submission of a New User Registration Request on behalf of such individual.

(e) Client agrees that the Service will be used solely for the purposes and functions contemplated by this Agreement and shall refrain from using the Service for any other purpose ("**Prohibited Conduct**"). "**Prohibited Conduct**" shall include, but is not limited to, accessing, tampering with or using areas of the Services or RedZone's computer systems that exceed the scope of Client's authorization; tampering with or attempting to access other user accounts or information of other users; attempting to gather and use information available from the Services to transmit any unsolicited advertising; and the knowing transmission of any viruses, trojan horses, trap doors, back doors, worms, time bombs, cancelbots or other malicious code or computer programming routines that may be introduced to the Services or other computer network systems of RedZone as a result of access thereto by Client and its Authorized Users. Client shall be strictly liable to RedZone for, and shall hold RedZone harmless from and against, any losses, claims or other damages it may incur as a result of prohibited conduct by Client or its Authorized Users.

(f) Client agrees not to use the Service in a manner that results in excessive bandwidth or storage capacity usage. RedZone reserves the right, in its sole discretion, to determine whether and what action to take in response to any excess bandwidth or storage capacity usage, including without limitation temporary suspension or restriction of Services for Client and/or termination (after consultation with Client).

(g) Client represents, warrants and covenants to RedZone that all data and other information provided to RedZone uploaded or input by or on behalf of Client or its Authorized Users to the Service:

(i) shall not infringe on the Intellectual Property Rights of any third party or any rights of publicity or privacy; and

This documented is intended solely for the consideration and use of the addressee and is not to be copied, reproduced or published into the public domain without prior agreement from RedZone.

RedZone Robotics, Inc.
91 43rd Street, Suite 250
Pittsburgh, PA 15201
Phone 412.476.8980
Fax 412.476.8981
www.redzone.com

(ii) shall not violate any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination, or false advertising).

"**Intellectual Property Rights**" means any and all present or future tangible and intangible (i) rights associated with works of authorship, including but not limited to copyrights, moral rights, and mask-works, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms, and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

(i) Hardware, software and other equipment used by Client to access the Software Services must meet the minimum computing requirements and other specifications as defined in RedZone's product literature, as RedZone may adjust from time to time.

(j) Client is responsible for all Internet, communication and other costs associated with the use of the Services.

3. Data Security Reviews. RedZone hereby represents and warrants that all data centers used in the provision of Software Services hereunder have been the subject to an annual SAS70 Type II audit with no material deficiencies in controls reported and will continue to be subject to an annual data security audit, whether under the SAS70 Type II standard or a reasonably similar successor to the SAS70 standard

4. Data. Client shall hold all right, title and interest in and to (a) all data and information provided by Client to RedZone during the Term of this Agreement; and (b) all video data resulting from condition assessment and the formatted data table of the inspection results pertaining to Client and/or its wastewater system or other assets ("**Client Data**"); provided however Client hereby grants to RedZone a limited, fully-paid, royalty free, worldwide, non-exclusive, irrevocable, right and license to use, reproduce, modify, adapt, enhance, improve, create derivative works of, publish, edit, translate, distribute, publicly perform, display and otherwise exploit the Client Data and any other data pertaining to Client for the purpose of performing RedZone services for Client under this Agreement and for any other RedZone purpose.

5. Technical Support. RedZone shall provide the following support services during the Term hereof ("Support Service"). Support Service includes program updates, fixes, security alerts, critical patch updates, general maintenance releases, selected functionality releases, and documentation updates. Technical support regarding the use of the Software Service will be available between the hours of 9:00 a.m. and 7:00 p.m., Eastern Time ("Normal Business Hours"), Monday through Friday, excluding United States federal holidays. Support will be available by telephone or e-mail via contact information that will be provided on request. RedZone shall use commercially reasonable efforts to respond to calls and requests for Technical Support received outside of Normal Business Hours on the next business day. Client acknowledges that technical support to be provided by RedZone is limited to the use of the Services and does not include "help desk" assistance or similar user or technical support to Client or its Authorized Users with regard to interactions between the Service and Client hardware and/or software. Client shall be solely responsible for all such support for the benefit of its Authorized Users. Although RedZone personnel may attempt to offer assistance with such interactions between the Service and Client hardware and/or software, such issues are beyond the scope of RedZone's obligations hereunder and any advice as to such interactions shall be offered at Client's sole risk and Client and its Authorized Users agree to defend and hold RedZone harmless from and against, any losses, claims or other damages it may incur as a result of any advice given by RedZone personnel regarding interactions between the Services and Client hardware and/or software.

6. Planned Maintenance. From time to time, RedZone and/or a third party-hosting provider (the "RedZone Host") will update the processing server(s) on which the Services reside. Client will be notified in advance of all outages due to planned maintenance.

CLIENT SOFTWARE LICENSE TERMS AND CONDITIONS

7. Client Software License. As part of the Software Services, RedZone will provide to Client and its Authorized Users, software downloadable through the Software Services for local installation (the "**Client Software**"). Such Client Software is owned by RedZone and/or its licensors and is licensed, not sold, to Client and its Authorized Users as follows. RedZone hereby grants to Client and its Authorized Users a time-limited, revocable, non-exclusive, non-transferable, non-sublicenseable right and license to download, install and use the Client Software on equipment owned by Client and/or its Authorized Users, solely for the purpose of

This documented is intended solely for the consideration and use of the addressee and is not to be copied, reproduced or published into the public domain without prior agreement from RedZone.

RedZone Robotics, Inc.
91 43rd Street, Suite 250
Pittsburgh, PA 15201
Phone 412.476.8980
Fax 412.476.8981
www.redzone.com

downloading, storing, viewing, interacting with Client Data and the hosted Software Services for Client's benefit. Except as expressly set forth herein, neither Client nor any of its Authorized Users acquire any licenses or other rights to any intellectual property of RedZone. Client and its Authorized Users are entitled only to those rights with respect to the Client Software as are expressly granted by this Agreement. Any rights that are not expressly granted by this Agreement shall not be implied. Under no circumstance, and at no time, may Client or its Authorized Users: (a) copy, reproduce, or distribute the Client Software; (b) assign, sublicense, rent or lease or use in a service bureau capacity the Client Software; (c) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Client Software, or create derivative works from the Client Software; (d) reverse engineer, decompile, disassemble, modify, translate, or distribute the database(s) distributed and associated with the Client Software; (e) evaluate or use the Client Software for the purpose of competing with RedZone in any manner; or (f) facilitate the evaluation or use of the Client Software for the purpose of competing with RedZone in any manner.

8. Updates. RedZone will deliver updates, upgrades and modifications to the Client Software ("**Updates**") and associated local instance of Client Data database when an Authorized User logs into the hosted Software Services using the Client Software. Client shall be responsible for ensuring that each copy of Client Software hereunder is kept current through this connection mechanism and RedZone shall not be responsible for supporting any copy of the Client Software that has not been updated within the six (6) months immediately preceding a request for support.

9. Client Software License Term and Termination.

(a) In the event RedZone terminates this Agreement for Client's material, uncured breach, the license in the Client Software shall terminate upon the termination or expiration of this Agreement.

(b) In the event Client terminates this Agreement for RedZone's material, uncured breach, Client shall have an additional thirty (30) day post-termination period to continue to use the Client Software in compliance with the license terms set forth in Section 7 above solely for the purpose of exporting or otherwise transitioning Client Data out of the Client Software prior to deletion. The Client Software shall not have any connectivity with the hosted Software Services and RedZone shall have no obligation to otherwise provide Support or Technical Support to Client during this thirty (30) day post-termination period. At the end of this thirty (30) day post-termination period, the license in the Client Software shall terminate without any further action or notice.

(c) In the event this Agreement expires at the end of the full, completed Term, provided Client has paid all amounts due RedZone under this Agreement without hold back or set-off, Client shall have one perpetual, fully-paid, non-exclusive, non-transferable, non-assignable, non-sub-licensable local usage license of the ICOM3 software to be used in compliance with the other, non-conflicting license terms set forth in Section 7 above solely for Client's internal purposes. At that time an annual Subscription, Hosting, Upgrades, Maintenance and Support contract is optional. If selected, the annual Subscription, Hosting, Upgrades, Maintenance and Support fees will be due in accordance with The Proposal attached hereto. These fees will cover the hosting of the application, upgrades, bug fixes and both telephone and e-support. Increases to these annual fees will not exceed 10% for any renewal period. If at any point subsequent to the expiration of this initial full, completed Term, Client fails to pay such annual fees, Client Software used under this license shall not have any connectivity with the hosted Software Services and RedZone shall have no obligation to otherwise provide Support or Technical Support to Client or its Authorized Users using the Client Software under this post-termination license.

(d) Upon termination of the license in the Client Software pursuant to Sections 9(a) or 9(b) above, Client shall immediately remove all copies of the Client Software from equipment owned by Client or its Authorized Users using the uninstall functionality included with the Client Software.

(e) Upon request by RedZone, Client shall provide a written, signed certificate from an authorized individual certifying Client's compliance with this Section 9.

This documented is intended solely for the consideration and use of the addressee and is not to be copied, reproduced or published into the public domain without prior agreement from RedZone.

RedZone Robotics, Inc.
91 43rd Street, Suite 250
Pittsburgh, PA 15201
Phone 412.476.8980
Fax 412.476.8981
www.redzone.com

GENERAL TERMS AND CONDITIONS OF SERVICE

17. Excusable Delay or Failure to Perform. RedZone will use commercially reasonable efforts to keep the Software Service available for Client's use and the use of its Authorized Users. Likewise, RedZone shall use commercially reasonable efforts to meet any mutually agreed upon time to complete Data Gathering/Inspection Services or Reporting Services as set forth herein or to otherwise perform Services. Notwithstanding anything to the contrary however, RedZone does not and will not be responsible for any loss or unavailability of the Software Service, delay, inability or other failure to provide Professional Services that results from a cause over which RedZone does not have reasonable and direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, or governmental restrictions, Client's failure to make agreed upon resources available, arrange for work sites or access to sections of the wastewater system on an agreed upon schedule, delays in issuance of required permits or work authorizations not caused by RedZone's negligence or willful misconduct, failure to provide information required by RedZone to provide the Services, or provision of materially inaccurate or misleading information. Neither party will be deemed in default of this Agreement as a result of a delay in performance or failure to perform its obligations caused by acts of God or governmental authority, strikes or labor disputes, fire, acts of war, failure of third party suppliers, or for any other cause beyond the control of that party. Notwithstanding the foregoing, Client shall not be excused from making any payments hereunder based upon the foregoing.

18. Term and Termination; Effect of Termination.

(a) This Agreement shall become effective upon the Effective Date and continue for the Term as defined in Exhibit A.

(b) Either party may terminate this Agreement for a material breach of obligations hereunder by the other party; provided the terminating party provides the other party with at least thirty (30) days' prior written notice of its intent to terminate (which notice shall include a reasonably detailed description of the nature of the alleged breach) and the other party fails to cure such breach.

(c) With respect to any Authorized User, RedZone reserves the right, without notice, (i) to revoke any User Identity; (ii) to require Authorized User(s) to change User Identities; (iii) suspend or restrict connectivity between Client Software and the hosted Software Services and/or (iv) to deny, limit or terminate access to the Service or any portion thereof, whether for Service security purposes, or for violation of the terms and conditions of use referenced herein.

(d) In addition to the effects of termination as set forth in Section 9 above, upon termination or expiration of this Agreement for any reason, (i) Client shall pay to RedZone all fees, costs and expenses due and payable for Services provided prior the effective date of such termination or expiration; (ii) RedZone shall have no further obligation to provide Services to Client, except as expressly set forth in Section 12; and (iii) Client shall have no further right to access or receive Services hereunder, except as expressly set forth in Section 12.

19. Title.

(a) Ownership of Client Data. Ownership of all Client Data shall remain with Client, provided that Client grants to RedZone the limited rights and licenses as set forth in Section 4 above. RedZone recommends that Client regularly backup Client Data via export using functionality available through the Service. Client acknowledges and agrees that RedZone shall have the right, but not the obligation, to delete some or all of the Client Data from RedZone equipment upon termination or expiration of this Agreement and Client acknowledges that, upon termination or expiration of this Agreement, RedZone shall have no further obligation to Client to preserve or store Client Data.

(b) RedZone Ownership. Except for those rights and licenses expressly granted by RedZone to Client hereunder, RedZone does not grant any other express or implied right(s) to Client and/or any of its Authorized Users under any patent(s), copyright(s), trademark(s), or trade secret information through the Service. Accordingly, unauthorized use of any material contained on this Service may violate copyright laws, trademark laws, trade secret laws, the laws of privacy and publicity, and other regulations and statutes. The contents of and all materials distributed in conjunction with the Service are copyright RedZone Robotics, Inc. and/or its affiliates or licensors, all rights reserved. RedZone also owns copyrights in the Service and the Client Software, each as a whole as well as in each component as collective works and/or compilations, and in the selection, coordination, arrangement, and enhancement of the Service's content. RedZone and all other names, logos, and icons identifying RedZone's products and services are proprietary marks of RedZone and its affiliates, and any use of such

This documented is intended solely for the consideration and use of the addressee and is not to be copied, reproduced or published into the public domain without prior agreement from RedZone.

marks without the express written permission of RedZone is strictly prohibited. Other product and company names mentioned on this Service may be the marks of their respective owners.

20. Disclaimer of Warranties

(a) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, ALL INFORMATION, DATA, SOFTWARE, AND SERVICES PROVIDED THROUGH THE SERVICE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. REDZONE DISCLAIMS AND CLIENT HEREBY WAIVES ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, TITLE, NONINFRINGEMENT, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, ANY WARRANTY OF COMPATIBILITY BETWEEN THE SERVICE AND CLIENT OWNED EQUIPMENT OR SOFTWARE, OR ANY LIABILITY IN NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE SERVICE, EQUIPMENT, SOFTWARE, INFORMATION OR DATA. CLIENT AGREES THAT REDZONE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, EVEN IF REDZONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Notwithstanding anything to the contrary herein, the conditions of Client's use and application to Client's maintenance, budgeting or other decisions of output of the Services and other recommendations, advice and information (whether verbal or written) provided by RedZone hereunder, including criticality rating, (together, the "Recommendations") are beyond RedZone's control. Therefore, it is imperative that Client evaluate for itself all data, information and Recommendations provided by RedZone hereunder to determine to Client's own satisfaction whether such data, information, or Recommendations are suitable, are accurate, current, and appropriate for the specific circumstances and timing of Client's use of the Service and subsequent decision making. This analysis at least must include Client's own evaluation of the data, information and Recommendations in light of Client's own knowledge of its assets. RedZone may not be aware of all of the specific facts and circumstances of Client and its inventoried assets which could affect the validity, timeliness, accuracy, appropriateness and/or regulatory compliance of Client's use or application of the data, information and Recommendations presented via the Service. RedZone is also not responsible for providing, or failing to provide, architectural, engineering or surveying professional services. It is expressly understood and agreed that Client assumes and hereby expressly releases RedZone from all liability, in tort, contract or otherwise, to the extent related to Client's application and use of the data, information and Recommendations presented via the Service. CLIENT IS SOLELY RESPONSIBLE FOR THE ACCURACY, RELIABILITY, CURRENTNESS AND CONTENT OF ALL DATA PROVIDED BY CLIENT TO REDZONE FOR USE WITH THE SERVICES. REDZONE DOES NOT WARRANT THE AVAILABILITY, ACCURACY, RELIABILITY, CURRENTNESS AND CONTENT OF ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE VIEWED, OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES. CLIENT ACKNOWLEDGES THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE VIEWED, OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES ARE AT CLIENT'S SOLE RISK AND DISCRETION AND REDZONE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO CLIENT OR ITS PROPERTY. REDZONE SHALL NOT BE LIABLE TO CLIENT, CLIENT'S CUSTOMERS OR ANY OTHER THIRD PARTIES NOR DEEMED TO BE IN DEFAULT OF THIS AGREEMENT, ON ACCOUNT OF ANY DELAYS, ERRORS, MALFUNCTIONS, COMPATIBILITY PROBLEMS OR BREAKDOWNS WITH RESPECT TO THE SERVICE, REDZONE EQUIPMENT, DATA OR SERVICES PROVIDED HEREUNDER, UNLESS SUCH DELAY, ERROR, MALFUNCTION OR BREAKDOWN RESULTS SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF REDZONE.

(c) Notwithstanding anything to contrary set forth in this Agreement, in no event shall RedZone's liability or obligation for any claim, damage or other liability arising from any cause of action hereunder, regardless of the form of the action, exceed the amount actually paid to RedZone by Client for twelve months of Services hereunder. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION ARE A FUNDAMENTAL AND INTEGRAL PART OF THE BASIS OF EACH PARTY'S BARGAIN HEREUNDER, AND REDZONE WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS.

21. Confidentiality.

(a) Confidential Information. As used in this Agreement, "**Confidential Information**" shall mean all information concerning or related to this Agreement (in the case of both the Client and RedZone), the Client Data (in the case of Client), (and in the case of RedZone) the Service, the Client Software, the RedZone tools, methodology and any other component or aspect of the Service, and the related technology, operations, or prospects of each party, regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form, and shall specifically include (a) all information

This documented is intended solely for the consideration and use of the addressee and is not to be copied, reproduced or published into the public domain without prior agreement from RedZone.

regarding customers, suppliers, distributors, sales representatives, business partners, and licensees of each party, whether present or prospective, except for such information regarding such entities which may be disclosed by the owner of such information to the general public in the ordinary course of business, (b) all inventions, discoveries, trade secrets, processes, techniques, methods, formulae, ideas, and know-how relating to the Service, and (c) all financial or business information regarding each party and its Affiliates; provided, that the Confidential Information shall not include (x) information which is or becomes generally known to the public through no act or omission by a party or its Affiliates and (y) information which has been or hereafter is lawfully obtained by a party from a source other than the other party or its Affiliates or their respective officers, directors, employees, equity holders, or agents, so long as, in the case of information obtained from a third party, such third party was or is not, directly or indirectly, subject to an obligation of confidentiality owed to the other party or any of its Affiliates or their respective officers, directors, employees, equity holders, or agents at the time such Confidential Information was or is disclosed to the other party. As used herein, an "**Affiliate**" of a party shall mean an entity which controls, is controlled by or is under common control with such party, and the term "**control**" shall mean, with respect to any entity, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise.

(b) Nondisclosure of Confidential Information. Except as otherwise permitted by subsection (c) and the right and license granted to RedZone under Section 4 hereof, each party agrees that it will not, without the prior written consent of the other party, disclose or use for its own benefit any Confidential Information of the other party.

(c) Permitted Disclosures. Each of the parties shall be permitted to: (i) disclose Confidential Information of the other party to its officers, directors, employees, and agents, but only to the extent reasonably necessary in order for each party to perform its obligations hereunder, and each party shall take all such action as shall be necessary or desirable in order to ensure that each of such persons maintains the confidentiality of any Confidential Information that is so disclosed; (ii) disclose Confidential Information of the other party to the extent, but only to the extent, required by law; provided, that prior to making any disclosure pursuant to this subsection, the party required to make such disclosure (the "**Disclosing Party**") shall notify the other party (the "**Affected Party**") of the same, and the Affected Party shall have the right to participate with the Disclosing Party in determining the amount and type of Confidential Information of the Affected Party, if any, which must be disclosed in order to comply with applicable law; and (iii) use Confidential Information for purposes of a party performing its obligations and exercising its rights hereunder. Client shall pay all costs and expenses, including reasonable attorneys' fees, incurred by RedZone or its Affiliates in connection with any subpoena directed to RedZone or its Affiliates with respect to the Confidential Information of Client.

(d) Equitable Relief. Each party acknowledges and agrees that the other party would be irreparably damaged in the event that the provisions of this Agreement relating to Confidential Information are not performed by each party in accordance with their specific terms or are otherwise breached. Accordingly, each party agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and shall have the right to specifically enforce this Agreement and the terms and provisions hereof in addition to any other remedy available at law or in equity.

22. General Provisions.

(a) Nothing in this Agreement is intended or shall be construed to create or establish an agency, partnership, or joint venture relationship between the parties.

(b) All Fees are exclusive of any sales, value-added, foreign withholding or other government taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export or use of the Service or performance of any Support Service (collectively, "Taxes"). Customer is responsible for, and if applicable, will reimburse RedZone within thirty (30) days of request for all such Taxes and any related penalties, except for taxes imposed on RedZone's income.

(c) No waiver by either party of any provision or any breach of this Agreement constitutes a waiver of any other provision or breach of this Agreement and no waiver shall be effective unless made in writing. The right of either party to require strict performance and observance of any obligations hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.

(d) Client shall not sell, assign, license, sub-license, or otherwise convey in whole or in part to any third party this Agreement or the services provided hereunder without the prior written consent of RedZone, except that Client may freely assign all rights, title, interest and obligations under this Agreement to any taker of all, or substantially all of Client's assets. Notwithstanding anything to the contrary set

This documented is intended solely for the consideration and use of the addressee and is not to be copied, reproduced or published into the public domain without prior agreement from RedZone.

forth in this Agreement, Client shall have the right to sub-license access to the Services to sub-contractors to the extent necessary to enable or permit such sub-contractors to utilize the Service on Client's behalf to perform data processing services for Client's benefit.

(e) This is a non-exclusive agreement. Similar agreements may be entered into by either party with any other person.

(f) This Agreement shall be considered a contract governed by Ohio law and any disputes regarding this Agreement shall be heard by the state and federal courts of Allegheny County, and each party consents to the exclusive jurisdiction of such courts. The Service is controlled and operated by RedZone from its offices within the United States. RedZone makes no representation that materials in the Service are appropriate or available for use in other locations, and access to them from territories where any of the contents of this Service are illegal is prohibited. Those who choose to access this Service from other locations do so on their own volition and RedZone is not responsible for their compliance with applicable local laws.

(g) If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in effect.

(h) This Agreement, together with Exhibit and mutually executed Service Orders, constitutes the final and complete understanding and agreement between the parties concerning the subject matter hereof. Any prior agreements, understandings, negotiations or communications written or otherwise are deemed superseded by this Agreement. This Agreement may be modified only by a further written agreement executed by an authorized representative of the parties hereto.

(i) Upon execution of this Agreement, RedZone shall be entitled to (i) represent that Client is a customer of RedZone's products, including without limitation including Client's name and/or logo on RedZone's website; and (ii) issue a press release announcing this Subscription Agreement.

(j) Client hereby consents to the inclusion of Customer's name and marks in RedZone's marketing and publicity materials listing Client as a customer of RedZone and, upon RedZone's reasonable request, to serve as a reference for RedZone.

(k) To the extent that either party commences an action against the other party, the prevailing party shall be entitled to recover its reasonable attorneys' fees incurred in connection with said action or litigation.

(l) To the extent that the language set forth in this Agreement conflicts with the language of any other agreement entered into between the parties with respect to the Services, the language set forth herein shall prevail.

This documented is intended solely for the consideration and use of the addressee and is not to be copied, reproduced or published into the public domain without prior agreement from RedZone.

RedZone Robotics, Inc.
91 43rd Street, Suite 250
Pittsburgh, PA 15201
Phone 412.476.8980
Fax 412.476.8981
www.redzone.com

Legislation Details (With Text)

File #:	18-389	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/28/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	Approve Task Order 2019-02 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Assessment Information Management Assistance, Quality Control Process Development, Long-Term Strategic Planning, and SCADA Maintenance. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Task Order 2019-02 Carollo Engineers.pdf Carollo Proposal and Fee Schedule FY19 TO 2019-02.pdf 07_24_18_ Continuing Services Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 28, 2018
Agenda Date: September 25, 2018
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2019-02 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Assessment Information Management Assistance, Quality Control Process Development, Long-Term Strategic Planning, and SCADA Maintenance

BACKGROUND:

As part of the on-going development of prioritized asset management and as support to the Sewer Field Operations Division (SFO) in maintaining the City's sewer collections system as a whole, the City of Cocoa has requested that Carollo Engineers, Inc. assist SFO in prioritizing asset repair and replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions.

The services under this task order will include providing project and assessment information management assistance, quality control process development, long-term strategic planning, and SCADA maintenance. Staff along with assistance from Carollo Engineers, Inc. will manage the efforts required to determine the scope of work necessary for repair and replacement of sewer collections infrastructure. The addition of Carollo Engineers, Inc. will assist staff in developing plans and executing installations and repairs.

Staff recommends approval of T.O. 2018-02 with Carollo Engineers, Inc. to provide staff

augmentation of SFO in FY 2019.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$125,000
Account Number	421-4125-536.31-03
Account Name	Repairs and Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve Task Order 2019-02 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project Assessment Information Management Assistance, Quality Control Process Development, Long-Term Strategic Planning, and SCADA Maintenance.

Task Order Request Form

Engineering Svcs for Wastewater Collection, Treatment, and Disposal System

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-18-10-COC **Vendor:** Carollo Engineers, Inc.

Dept./Division Name: Utilities / SFO **Requestor:** Melinda Keesee Digitally signed by Melinda Keesee Date: 2018.08.28 10:30:31 -04'00' **Date:** 8/28/18

Project Number: **Title:** Field Operations Technician

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: _____

Quote/Proposal #: 2019-02 **Dated:** 8/28/18 **Amount:** $ 125,000.00

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jrwalsh@cocoafl.org Date: 2018.09.11 12:04:13 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

Carollo Engineers, Inc. will provide professional engineering services for project and assessment information management assistance, quality control process development, long-term strategic planning, and SCADA maintenance.

Design is Construction Related: ☐ Yes ☑ No **Good Faith Estimate of Construction Value:**

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2019-02

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 9/12/18 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2018.09.12 13:14:40 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: _____ **Signature:** _____ **Title:** City Manager

John A. Titkanich, Jr., AICP

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

TASK ORDER NO. 2

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 13th day of September, 2018, in connection with: Water Field Operations and Division Support.

A. PROJECT UNDERSTANDING

The City of Cocoa (OWNER) requests Carollo Engineers, Inc (ENGINEER) to provide professional engineering services for project and assessment information management assistance, quality control process development, long-term strategic planning, and SCADA maintenance.

B. SCOPE OF WORK

Task 1 – Project and Assessment Information Management Assistance

ENGINEER will provide project management assistance in the form of documentation of asset management activities performed by OWNER, review and verification of wastewater collection system improvement updates to the GIS database, contracting and oversight of outside vendors/contractors, and transfer of information and data to OWNER personnel. This task will also include invoicing, status updates, meeting management, and administrative assistance.

ENGINEER will meet with OWNER to review internal field activities including assessments, replacements, and improvements to wastewater system assets. ENGINEER will document the results of these meetings with regards to decisions on disposition of assets and required updates to the asset database.

ENGINEER will assist the OWNER with preparation of documents necessary to contract with outside sources, including, but not limited to requests for proposals, requests for quotations, project definition plans, and task orders. ENGINEER will assist the OWNER with technical oversight and coordination of contractors and vendors on an as-needed basis. ENGINEER will provide other services related to the overall management of the OWNER's wastewater collection system on an as needed basis.

Task 2 – Quality Control Process Development

ENGINEER will assist the OWNER in development of draft quality control processes for activities associated with the wastewater collection system. The processes will include technical guidance to the OWNER on review of design documents, electronic documentation of field activities, and creation of work plans and scopes for wastewater collection system improvements. ENGINEER will assist the OWNER in implementation of quality control processes.

Task 3 – Long-Term Strategic Planning

ENGINEER will assist OWNER with long-term strategic planning of field activities associated with maintenance of the OWNER's wastewater collection system. ENGINEER will assist in collecting, organizing, combining, and mapping wastewater collection system data accumulated from various sources including assessment programs, field documents, customer service records, and regulatory information. ENGINEER will coordinate meetings with the OWNER to review and verify the accumulated data and prioritize asset replacement and management practices based on verified data. This information will be utilized to plan for long-term budgets and improvements.

Task 4 – SCADA Maintenance

ENGINEER will assist OWNER with lift station SCADA, including programming of the RTUs, troubleshooting, and other SCADA related activities on an as needed basis.

Task 5 – Forcemain and Valve Assessment

The purpose of this task is to develop a comprehensive program to investigate the condition and maintenance practices of the OWNER's forcemain network and associated isolation valves, and then to develop a Forcemain and Valve Asset Management Program to assist the OWNER in preserving the functionality and reliability of its wastewater forcemain infrastructure. The program will be based on pipeline age, material, estimated condition, criticality within the system, and/or other factors that affect the operability and reliability of the system.

The ENGINEER will develop a data request list, which will identify information needed from the OWNER. The ENGINEER will begin the project by reviewing existing available data, photographs and other documentation of recent pipe breaks, GIS database, maps, existing field data, existing wastewater collection system hydraulic model, and any other relevant information. The ENGINEER will not complete condition inspections as part of this task.

The ENGINEER will conduct a review of available forcemain testing methods. The ENGINEER also will review vendor literature and speak with vendors to ascertain recent advancements in the forcemain condition assessment technologies and to determine the feasibility of various pipeline inspection and/or condition assessment technologies for the OWNER. The ENGINEER will also obtain cost information for each viable inspection technology. The ENGINEER will develop a matrix of potential condition and inspection technologies including their applicability, limitations, advantages, disadvantages, and cost.

The ENGINEER will estimate the condition and remaining useful life of each forcemain based on industry accepted average pipeline useful lives and other available information. The ENGINEER will work with OWNER's staff to estimate original useful service lives based on industry standard guidelines (e.g., American Water Work Association (AWWA), Water Environment Federation (WEF), American Society of Civil Engineers (ASCE), and the International Infrastructure Management Manual (IIMM)), ENGINEER's past experience, and the institutional knowledge of OWNER staff. The condition will reflect the pipe diameter and age, as well as any other contributing factors that may be known by OWNER staff including past history of breaks. The condition of valves will be based on age and OWNER staff information obtained during past breaks or when exercising valves.

The ENGINEER will not perform field-testing as part of this project. However, if the OWNER has an ultrasonic thickness gauge and staff is available to take thickness measurements at accessible points along wastewater forcemains, this information will be included in the condition assessment analysis. The ENGINEER will assist the OWNER in determining locations to assess pipeline thickness. The forcemain condition can be revised in future asset management updates based on actual inspections or other condition testing.

The ENGINEER with develop a likelihood of failure and consequence of failure scoring matrix. The results of this evaluation will be used to develop the risk assessment that will assist in prioritizing the forcemains for further evaluations. The ENGINEER will outline the results of previous items in this task and recommend steps for implementation and develop a prioritized list of projects for inspecting, replacing, and/or rehabilitating high priority forcemains.

These projects will be segregated into short-term (within the next five years) and long-term (between 5 and 100 years) R&R projects. The specific timing for implementing the R&R projects will be based on the asset's existing condition and associated remaining useful life. If complete replacement of an asset is not needed, the project will indicate the extent (cost and timing) of repair or other corrective measures needed to maintain the asset. Construction costs for identified projects will be programmed into fiscal year 2019 and beyond.

Task 6 – Manhole Assessment

The purpose of this task is to support the OWNER's currently scheduled program to investigate the condition of the OWNER's gravity sewer manholes. The system consists of approximately 1600 manholes which are scheduled for investigation. The ENGINEER will not perform field-testing as part of this project, as these will be inspected and documented by a 3rd party vendor, to be contracted directly with the OWNER. The ENGINEER will rely on data provided by the OWNER and 3rd party vendor for this task, then conduct a desktop-level evaluation of the data.

In this task, the ENGINEER will provide review of the manhole inspection data, and assist the OWNER in determination of the future CIP requirements for replacement or rehabilitation. This may include coordination with the vendor during inspection, to understand the evaluation methods, review the data structure and to make recommendations for data connectivity. Upon receipt of the inspection data results, the ENGINEER will assist the OWNER in data analysis and organization, in order to establish priorities for future repair/rehabilitation or further

investigation. Based on the inspection data results, support may vary based on the need for short and long term rehabilitation and methods for prioritization.

C. DELIVERABLES

ENGINEER will provide the following deliverables as part of this work task:

1. Documents as identified by the OWNER and agreed upon by the ENGINEER during the execution of this Task Order.

D. SCHEDULE

The time periods for the performance of ENGINEER's Services will commence upon the issuance of a written notice-to-proceed and continue through September 30, 2019.

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 B of the Master Services Agreement.

Reimbursable expenses shall be billed at actual costs in accordance with the Agreement referenced above. The Upper Limit of this Task Order shall be $125,000.

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. 2 is effective as of the _____ day of September, 2018.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order No. 2 evidencing its issuance by OWNER and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.

OWNER

Accepted this 13th day of September, 2018

By: Larry Elliott, Senior Vice President

By: Sudhanva Paranjape, Associate Vice President

By: John Titkanich, City Manager

EXHIBIT 1 - CAROLLO ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Engineering Services Fee **Water Field Operations and Division Support** **Engineering Services**		**Assistant Professional ES I**	**Assistant Professional ES II**	**Professional ES III**	**Professional ES IV**	**Project Professional ES V**	**Project Professional ES VI**	**Lead Project Professional ES VII**	**Senior Professional ES VIII**	**Admin/Clerical**	**Word Processing**	**Office Staff**	**Total Hours**	**Total Labor Cost (Not-to-Exceed)**
	Labor Rate	$ 106.17	$ 125.00	$ 133.59	$ 156.00	$ 161.67	$ 181.47	$ 204.75	$ 225.00	$ 70.96	$ 90.00	$ 60.00		
TASK	TASK DESCRIPTION													
1	PROJECT AND ASSESSMENT INFORMATION MANAGEMENT ASSISTANCE													
1.1			40	80		40			16	4		1	180	$26,098
	Subtotal Task 1	0	40	80	0	40	0	0	16	4	0	1	180	**$26,098**
2	QUALITY CONTROL PROCESS DEVELOPMENT													
2.1				8		24		8	16		2		58	$10,367
	Subtotal Task 2	0	0	8	0	24	0	8	16	0	2	0	58	**$10,367**
3	LONG-TERM STRATEGIC PLANNING													
3.1		40		40	32	24			24		2		162	$24,042
	Subtotal Task 3	40	0	40	32	24	0	0	24	0	2	0	162	**$24,042**
4	SCADA MAINTENANCE													
4.1							18		24		1		43	$8,756
	Subtotal Task 4	0	0	0	0	0	18	0	24	0	1	0	43	**$8,756**
5	FORCEMAIN AND VALVE ASSESSMENT													
5.1			40	80		24	16		40		2		202	$31,651
	Subtotal Task 5	0	40	80	0	24	16	0	40	0	2	0	202	**$31,651**
6	MANHOLE ASSESSMENT													
6.1			40	60		16	16		24		2		158	$24,086
	Subtotal Task 6	0	40	60	0	16	16	0	24	0	2	0	158	**$24,086**
	Total Project Hours and Labor Costs	**40**	**120**	**268**	**32**	**128**	**50**	**8**	**144**	**4**	**9**	**1**	**803**	
	TOTAL NOT-TO-EXCEED FEE (CAROLLO ENGINEERS INC.)													**$125,000**

EXHIBIT 2 - OVERALL ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Overall Engineering Services Fee **Water Field Operations and Division Support** **Preliminary Design Engineering Services**		**Total Project Not-to-Exceed Costs**
TASK	TASK DESCRIPTION	
1	PROJECT AND ASSESSMENT INFORMATION MANAGEMENT ASSISTANCE	$26,098
2	QUALITY CONTROL PROCESS DEVELOPMENT	$10,367
3	LONG-TERM STRATEGIC PLANNING	$24,042
4	SCADA MAINTENANCE	$8,756
5	FORCEMAIN AND VALVE ASSESSMENT	$31,651
6	MANHOLE ASSESSMENT	$24,086
	Total Project Hours and Labor Costs	$125,000
	TOTAL NOT-TO-EXCEED COSTS	**$125,000**

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

July 25, 2018

Carollo Engineers, Inc.
ATTN: Larry Elliott
200 E. Robinson Street, Suite 1400
Orlando, FL 32801

Re: Continuing Services Agreement

Dear Mr. Elliott:

Enclosed is a fully executed, certified copy of the Continuing Services Agreement with the City of Cocoa for your records.

If you have any questions or need further assistance, please contact my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MAA, MMC
City Clerk

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 l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, 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 # RQS18-0120
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

Legislation Details (With Text)

File #:	18-425	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	9/5/2018		**In control:**	City Council	
On agenda:	9/25/2018		**Final action:**		
Title:	Approve the First Amendment to Purchase Agreement with Flowers Chemical Laboratories, Inc., Altamonte Springs, Florida, for Contract Laboratory Services effective October 1, 2018 through September 30, 2020. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1st Amendment to Purch Agmt - Flowers Chem Lab - 1st Renewal (24-Months) B-18-06-COC - Signed Contract Documents - Flowers				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 5, 2018
Agenda Date: September 25, 2018
Prepared By: Norma E. Hernandez, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the First Amendment to Purchase Agreement with Flowers Chemical Laboratories, Inc., Altamonte Springs, Florida, for Contract Laboratory Services effective October 1, 2018 through September 30, 2020

BACKGROUND:

On November 16, 2017, bids were opened for professional services including contract laboratory services for routine water and wastewater testing to comply with the Florida Department of Environmental Protection (FDEP) regulations. After calculating the annual cost for all four vendors that submitted bids, the lowest most responsive bidder was Flowers Chemicals Laboratories, Inc., Altamonte Springs, Florida.

On December 12, 2017, City Council approved to award the contract to Flowers Chemical Laboratories, for laboratory services, effective January 1, 2018 through September 30, 2018.

Staff recommends approval of the First Amendment to Purchase Agreement with Flowers Chemical Laboratories, Altamonte Springs, Florida, for contract laboratory services for two (2) consecutive 12 month periods, effective October 1, 2018 through September 30, 2020.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On November 16, 2017, bids were opened for professional services including contract laboratory services for routine water and wastewater testing to comply with the Florida Department of Environmental Protection (FDEP) regulations. After calculating the annual cost for all four vendors that submitted bids, the lowest most responsive bidder was Flowers Chemicals Laboratories, Inc., Altamonte Springs, Florida.

On December 12, 2017, City Council approved to award the contract to Flowers Chemical Laboratories, for laboratory services, effective January 1, 2018 through September 30, 2018.

RECOMMENDED MOTION:

To Approve the First Amendment to Purchase Agreement with Flowers Chemical Laboratories, Inc., Altamonte Springs, Florida, for Contract Laboratory Services effective October 1, 2018 through September 30, 2020.

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

CONTRACT LABORATORY SERVICES
AMENDMENT #1

This FIRST Amendment to the purchase agreement for Contract Laboratory Services is made and entered into as of August 28, 2018 by and between the City of Cocoa and **Flowers Chemical Laboratories Incorporated, PO BOX 150597, Altamonte Springs, Florida 32715-0597.**

The agreement, entered into on November 10, 2017 is hereby amended to renew for twenty-four (24) additional months, per the original schedule of rates in Exhibit-A (attached). All terms and conditions remain the same commencing on October 1, 2018 and terminating on September 30, 2020.

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

FLOWERS CHEMICAL LABORATORIES, INC.	**CITY OF COCOA**
By: Jeff Flowers	By: John Titkanich
[Name] Printed	(Name) Printed
President	City Manager
(Title)	(Title)
8/29/18	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Joel Travis Sivils, Water Quality Assurance Supervisor
Tammy Eastburn, Procurement Card Coordinator

BID FORM
CONTRACT LABORATORY SERVICES
City of Cocoa
BID NO. B-18-06-COC

Proposal of Flowers Chemical Laboratories, Incorporated
(Name)
481 Newburyport Ave, Altamonte Springs, FL 32701
(Address)

to furnish all materials, service, equipment, and labor required, for CONTRACT LABORATORY SERVICES 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.

Please provide all information requested in the tables below. Provide the DOH ID of the lab that that will be primarily performing the analysis for the analyte listed.

Required Analytes: Table 1

REQUIRED TESTS	Cost per Group	NELAC Lab DOH ID
Primary Standards (62-550)	$150.00	E83018
Secondary Standards (62-550)	$145.00	E83018
Annual Waste Water Effluent-Primary and Secondary Standards (62-550-except asbestos, color, and corrosivity), plus Dioxin	$1,486.00	E83018 07 Sub-contractors
Synthetic Organic Contaminants (SOCs) with Dioxin	$925.00	E83018 07 Sub-contractors
Volatile Organic Contaminants (VOCs)	$75.00	E83018
TTHM's - weekly and quarterly	$40.00	E83018
HAA5	$95.00	E83018
Lead and Copper (Tap Sampling Analysis)	$15.00	E83018
Metals(Cd, Cr, Zn, Ni, Pb, Cu) for Annual DI Water Quality	$54.00	E83018

Exhibit A

REQUIRED TESTS	Cost per Group	NELAC Lab DOH ID
Expanded Effluent: Priority Pollutant Volatiles, Priority Pollutant Semivolatiles, Priority Pollutant Wet Chem parameters, Priority Pollutant Metals (DEP Form 62-620.910(2))	$575.00	E83018
Sludge Parameters 62-640 (503 Metals and Nutrients)	$165.00	E83018
Total Phosphorous	$15.00	E83018
Nitrate	$10.00	E83018
Nitrite	$10.00	E83018
Total Kjeldahl Nitrogen	$15.00	E83018
Total Nitrogen	$25.00	E83018
Ammonia	$15.00	E83018
Chloride	$13.00	E83018
Sulfate	$13.00	E83018
Bromate	$15.00	E83018
Fluoride	$13.00	E83018
Arsenic	$8.00	E83018
Fecal Coliform (MPN) for Sludge	$98.00	E83018
ICP/MS Metals (ie. Cd, Cr, Ni, Pb)	$8.00	E83018
ICP Metals (ie. Zn, Si)	$8.00	E83018
Mercury	$18.00	E83018
Mercury (low level)	$85.00	E83018
Sodium	$8.00	E83018
Gross Alpha (including Uranium)	$30.00	E84025
Gross Alpha (excluding Uranium)	$35.00	E84025
Radium 226	$65.00	E84025
Radium 228	$75.00	E84025
Uranium	$75.00	E84025
Turbidity	$5.00	E83018
Individual THM (Dichlorobromomethane)	$40.00	E83018
Total Organic Carbon	$35.00	E83018
Di(2-ethylhexyl)phthalate (Base Neutral Extractables (525.2))	$125.00	E83018
Asbestos	$115.00	E87804
Total Dissolved Solids	$12.00	E83018
Lab DI Water Use Test	$225.00	E83018
Volatile Solids	$15.00	E83018
pH	$5.00	E83018
Foaming Agents	$20.00	E83018
Odor	$15.00	E83018
Alkalinity	$13.00	E83018
cBOD	$18.00	E83018
Bioassay* (96-hour acute static renewal multi-concentration toxicity test using **Ceriodaphnia dubia** and **Cyprinella leedsi**)	$2,750.00	E82295

*Please list entire final cost (i.e. sample collected every 6 hours for 24 hours, list cost for entire sample set)

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

Exhibit A

The undersigned also agrees as follows:

1) FAMILIARITY WITH THE WORK:
The Contractor by executing this agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City of Cocoa will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his or her stated commitment to fulfill all the conditions referred to in this Agreement.

2) The undersigned Bidder also agrees to commence the work with an adequate force and equipment on January 1, 2018 following the issuance of the Purchase Order/Notice to Proceed.

3) Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

4) The quantities provided in the Bid Invitation are estimated usage for this project. Estimated quantities are for Bid preparation only and should not be interpreted as restrictive minimum or maximum quantities to which bid prices apply.

5) The Contract is for a period from January 1, 2018 through September 30, 2018. Contract is renewable for two (2) consecutive twelve (12) month periods, not to exceed three (3) consecutive years, at the approval of both parties and contingent on funds and approval by the Cocoa City Council.

6) The Contractor shall procure and shall maintain the City's insurance requirement during the life of this Contract. (See Section 0070 General Conditions)

Receipt of Addenda Number(s) 1 is acknowledged.

Dated this 10 day of NOV, 2017.

Flowers Chemical Laboratories Incorporated
(Company or Corporation Name)

P.O. Box 150591
(Street or P.O. Box)

Altamonte Springs, FL 32715-0591
(City, State and Zip Code)

(407) 339-5984
(Area Code and Phone Number)

(407) 260-6110
(Area Code and Fax Number)

jeff@flowerslabs.com
(Email Address)

By Jefferson S. Flowers, PhD
President/Technical Director (Name Printed and Title)

X
(Signature)

Exhibit A

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Jefferson Flowers who, after first being sworn by me,

affixed his/her signature in the space provided above on this 10 day of

November, 2017.

Samantha Cochran
(Notary Public)

My commission Expires:

Notary Public State of Florida
Samantha A Cochran
My Commission GG 105405
Expires 05/18/2021

Exhibit A

BID FORM
CONTRACT LABORATORY SERVICES
City of Cocoa
BID NO. B-18-06-COC

Proposal of Flowers Chemical Laboratories, Incorporated
(Name)
481 Newburyport Ave, Altamonte Springs, FL 32701
(Address)

to furnish all materials, service, equipment, and labor required, for CONTRACT LABORATORY SERVICES 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.

Please provide all information requested in the tables below. Provide the DOH ID of the lab that that will be primarily performing the analysis for the analyte listed.

Required Analytes: Table I

REQUIRED TESTS	Cost per Group	NELAC Lab DOH ID
Primary Standards (62-550)	$150.00	E83018
Secondary Standards (62-550)	$145.00	E83018
Annual Waste Water Effluent-Primary and Secondary Standards (62-550-except asbestos, color, and corrosivity), plus Dioxin	$1,186.00	E83018 w/sub-contractors
Synthetic Organic Contaminants (SOCs) with Dioxin	$925.00	E83018 w/sub
Volatile Organic Contaminants (VOCs)	$75.00	E83018
TTHM's - weekly and quarterly	$40.00	E83018
HAA5	$95.00	E83018
Lead and Copper (Tap Sampling Analysis)	$15.00	E83018
Metals(Cd, Cr, Zn, Ni, Pb, Cu) for Annual DI Water Quality	$54.00	E83018

Exhibit A

REQUIRED TESTS	Cost per Group	NELAC Lab DOH ID
Expanded Effluent: Priority Pollutant Volatiles, Priority Pollutant Semivolatiles, Priority Pollutant Wet Chem parameters, Priority Pollutant Metals (DEP Form 62-620.910(2))	$575.00	E83018
Sludge Parameters 62-640 (503 Metals and Nutrients)	$165.00	E83018
Total Phosphorous	$ 15.00	E83018
Nitrate	$ 10.00	E83018
Nitrite	$ 10.00	E83018
Total Kjeldahl Nitrogen	$ 15.00	E83018
Total Nitrogen	$ 25.00	E83018
Ammonia	$ 15.00	E83018
Chloride	$ 13.00	E83018
Sulfate	$ 13.00	E83018
Bromate	$ 15.00	E83018
Fluoride	$ 13.00	E83018
Arsenic	$ [illegible].00	E83018
Fecal Coliform (MPN) for Sludge	$[illegible].00	E83018
ICP/MS Metals (ie. Cd, Cr, Ni, Pb)	$ 8.00	E83018
ICP Metals (ie. Zn, Si)	$ 8.00	E83018
Mercury	$ 18.00	E83018
Mercury (low level)	$ 65.00	E83018
Sodium	$ 8.00	E83018
Gross Alpha (including Uranium)	$ 30.00	E84025
Gross Alpha (excluding Uranium)	$ 35.00	E84025
Radium 226	$ 105.00	E84025
Radium 228	$ 75.00	E84025
Uranium	$ 75.00	E84025
Turbidity	$ 5.00	E83018
Individual THM (Dichlorobromomethane)	$ 40.00	E83018
Total Organic Carbon	$ 35.00	E83018
Di(2-ethylhexyl)phthalate (Base Neutral Extractables (525.2))	$125.00	E83018
Asbestos	$ 115.00	E87804
Total Dissolved Solids	$ 12.00	E83018
Lab DI Water Use Test	$ 225.00	E83018
Volatile Solids	$ 15.00	E83018
pH	$ 5.00	E83018
Foaming Agents	$ 20.00	E83018
Odor	$ 15.00	E83018
Alkalinity	$ 13.00	E83018
cBOD	$ 18.00	E83018
Bioassay* (96-hour acute static renewal multi-concentration toxicity test using **Ceriodaphnia dubia** and **Cyprinella leedsi**)	$2,750.00	E82295

*Please list entire final cost (i.e. sample collected every 6 hours for 24 hours, list cost for entire sample set)

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

Exhibit A

The undersigned also agrees as follows:

1) FAMILIARITY WITH THE WORK:
The Contractor by executing this agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City of Cocoa will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his or her stated commitment to fulfill all the conditions referred to in this Agreement.

2) The undersigned Bidder also agrees to commence the work with an adequate force and equipment on January 1, 2018 following the issuance of the Purchase Order/Notice to Proceed.

3) Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

4) The quantities provided in the Bid Invitation are estimated usage for this project. Estimated quantities are for Bid preparation only and should not be interpreted as restrictive minimum or maximum quantities to which bid prices apply.

5) The Contract is for a period from January 1, 2018 through September 30, 2018. Contract is renewable for two (2) consecutive twelve (12) month periods, not to exceed three (3) consecutive years, at the approval of both parties and contingent on funds and approval by the Cocoa City Council.

6) The Contractor shall procure and shall maintain the City's insurance requirement during the life of this Contract. (See Section 0070 General Conditions)

Receipt of Addenda Number(s) 1 is acknowledged.

Dated this 10 day of NOV, 2017.

Flowers Chemical Laboratories, Incorporated
(Company or Corporation Name)

P.O. Box 150597
(Street or P.O. Box)

Altamonte Springs, FL 32715-0597
(City, State and Zip Code)

(407) 339-5984
(Area Code and Phone Number)

(407) 260-6110
(Area Code and Fax Number)

jeff@Flowerslabs.com
(Email Address)

By Jefferson S. Flowers, PhD
President/Technical Director (Name Printed and Title)

(Signature)

Exhibit A

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Jefferson Flowers who, after first being sworn by me,

affixed his/her signature in the space provided above on this 10 day of

November, 2017.

Samantha Cochran
(Notary Public)

My commission Expires:

Notary Public State of Florida
Samantha A Cochran
My Commission GG 105405
Expires 05/18/2021

Exhibit A

Legislation Details (With Text)

File #:	18-432	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/7/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	Approve a Resolution Amending the FY2018 Budget and Approve Task Order 2018-03 with Carollo Engineers, Inc., Walnut Creek, California, for a Computerized Maintenance Management System (CMMS) and Electronic Operation and Maintenance Manual Created and Installed on all Sellers SCADA Computers, Project No. WS17CM. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	T.O. 2018-03 - Proposal Budget Resolution FY 2018 - T.O. 2018-03 BAF-UT-T.O. 2018-03 CMMS (9-25-18)~ Agenda 18-432.pdf TO-(2018-03)-UT-Carollo Engineer Inc_.pdf 07_24_18_ Continuing Services Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 7, 2018
Agenda Date: September 25, 2018
Prepared By: Don Stevens, Superintendent,, Sellers WRF
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Approve a Resolution Amending the FY2018 Budget and Approve Task Order 2018-03 with Carollo Engineers, Inc., Walnut Creek, California, for a Computerized Maintenance Management System (CMMS) and Electronic Operation and Maintenance Manual Created and Installed on all Sellers SCADA Computers, Project No. WS17CM

BACKGROUND:

The Sellers Water Reclamation Facility currently uses a system that is antiquated and less than user friendly for its equipment maintenance and other tasks. On June 12, 2012, City Council approved Task Order 2012-13, with CDM Smith, Inc., for data base to maintain facility equipment maintenance, Project No. WS17CM (Phase 1). The Computerized Maintenance Management System (CMMS) will provide real time information on plant equipment such as maintenance schedules, maintenance history; it will also generate work orders. The CMMS will also provide information for predictive maintenance as well as preventative maintenance and will be used as a tool to manage and monitor our valuable equipment assets. On January 24, 2017, CDM Smith, Inc. completed Task Order 2016-46 for Phase 2.

On May 8th 2018 City Council approved the final ranking of the short listed firms for RFQ-18-10-COC, Engineering Services for Wastewater Collection, Treatment, and Disposal systems and a contract was executed on July 24th 2018.

Sellers Staff is requesting approval of Task Order 2018-03 with Carollo Engineers, Inc. in an amount not to exceed of $100,000 to complete Phase 3 of the project. Of this amount, $50,000 is available in the FY2018 project budget. Upon City Council approval, a budget amendment of an additional $50,000 will provide adequate funding for this project.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, but insufficient
If not budgeted, is amendment/transfer attached?	$50,000 budgeted; BAF attached for additional $50,000
Amount Requested	$100,000
Account Number	421-4120-536.63-00, WS17CM
Account Name	Infrastructure
Source of Funds:	421-4120-536.63-00, WS17VA - $50,000

PREVIOUS ACTION:

On June 12, 2012, City Council approved Task Order #2012-13, Project No. WS17CM with CDM Smith, Inc., Data Base to maintain facility equipment maintenance. The computerized Maintenance Management System (CMMS) will provide real time information on plant equipment such as maintenance schedules, maintenance history, and will generate work orders.

On January 24, 2017, City Council approved Task Order #2016-46 for Phase 2 which was completed in 2017 under CDM Smith, Inc. Task Order 2016-46.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY2018 Budget and Approve Task Order 2018-03 with Carollo Engineers, Inc., Walnut Creek, California, for a Computerized Maintenance Management System (CMMS) and Electronic Operation and Maintenance Manual Created and Installed on all Sellers SCADA Computers, Project No. WS17CM

TASK ORDER NO. 3

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 13th day of September, 2018 in connection with: Computerized Maintenance Management System (CMMS) Update Phase III

A. PROJECT UNDERSTANDING

The City of Cocoa (OWNER) requests Carollo Engineers, Inc (ENGINEER) to provide professional engineering services assistance to include for CMMS MicroMain® software system configurations, data input, and staff training for the Jerry Sellers Water Reclamation Facility (WRF).

B. SCOPE OF WORK

Task 1 – Project Quality Management

ENGINEER will meet with OWNER to review current CMMS configurations and documentation performed by others for completeness and correctness. ENGINEER will develop a draft task plan for managing deliverables as part of this Task Order.

Throughout the Task, ENGINEER will perform functional tests. This testing will allow the team to confirm that the preventative maintenance, work orders, and other sets of information are functioning properly and that the system is working as intended.

This task will also include invoicing, status updates, meeting management, and administrative assistance.

Task 2 – Software Configuration Assistance

OWNER has installed and partially configured MicroMain® software. ENGINEER will provide assistance in the form of evaluation of maintenance business practices to further configure the CMMS for inventory and spare parts handling and other settings such as staffing information required to support a full work request and work order process.

ENGINEER will meet with OWNER to review internal field activities including interviews with operation and maintenance staff. ENGINEER will document the results of these meetings with regards to decisions on current 'as is' and proposed 'to be' inventory and spare parts management requirements to work within the MicroMain® software.

ENGINEER will perform required configuration of the MicroMain® software to the extent the software allows in preparation to enter related to inventory items, spare parts, and staff data.

Task 3 – CMMS Data Input

ENGINEER will assist the OWNER with identification and collecting information from facility documentation including, but not limited to vendor equipment O&M manuals, facility drawings, OWNER records, and staff intuitional knowledge. CMMS data will initially be compiled in Excel spreadsheets for review with OWNER.

Following OWNER review, ENGINEER will perform data input directly into the MicroMain® system. ENGINEER will coordinate with OWNER to schedule on-site time to utilize OWNER's computer station.

Task 4 – Training

MicroMain® is intended to be a living system that can be modified and provide current maintenance related reporting for the OWNER. ENGINEER will coordinate training with the OWNER on the data entry and reports that can be generated from the MicroMain®. ENGINEER will develop up to six standard operating procedures covering the 'to be' workflows including data input and revisions through exporting and printing of work orders and other reports.

C. DELIVERABLES

ENGINEER will provide the following deliverables as part of this work task:

1. Evaluation and 'to be' configuration memorandum
2. Meeting minutes and decisions
3. Spreadsheet files with task related data
4. Training documents
5. Standard operating procedures

D. SCHEDULE

The time periods for the performance of ENGINEER's Services will commence upon the issuance of a written notice-to-proceed and continue through September 30, 2019.

E. COMPENSATION

Compensation for Services of ENGINEER described in this Task Order will be billed as lump sum fee of $99,981.

Refer to Exhibit 1 and Exhibit 2.

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. 3 is effective as of the _____ day of _____, 2018.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order No. ____ evidencing its issuance by OWNER and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.	OWNER
Accepted this 13th day of September, 2018	
By: Larry E. Elliott Larry Elliott, Senior Vice President	By: John Titkanich, City Manager
By: S. V. Paranjape Sudhanva Paranjape, Associate Vice President	

EXHIBIT 1 - CAROLLO ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Engineering Services Fee **Computerized Maintenance Management System (CMMS) MicroMain® Assistance** **Engineering Services**		**Professional ES III**	**Lead Project Professional ES VII**	**Professional ES III**	**Admin/Clerical**	**Word Processing**	**Total Hours**	**Total Labor Cost (Not-to-Exceed)**
	Labor Rate	$ 133.59	$ 204.75	$ 133.59	$ 70.96	$ 90.00		
TASK	TASK DESCRIPTION							
1	**Project Management and Quality Control**			40			40	$5,344
	Subtotal Task 1	0	0	40	0	0	40	**$5,344**
2	**Software Configuration Assistance**		216	8	4	4	232	$45,939
	Subtotal Task 2	0	216	8	4	4	232	**$45,939**
3	**CMMS Data Input**	288		4			292	$39,008
	Subtotal Task 3	288	0	4	0	0	292	**$39,008**
4	**Training**		40				40	$8,190
	Subtotal Task 4	0	40	0	0	0	40	**$8,190**
	Total Project Hours and Labor Costs	**0**	**40**	**40**	**0**	**0**	**80**	**$98,481**
	Other Direct Costs							**$1,500**
	TOTAL NOT-TO-EXCEED FEE (CAROLLO ENGINEERS INC.)							**$99,981**

EXHIBIT 2 - OVERALL ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Overall Engineering Services Fee **Computerized Maintenance Management System (CMMS) MicroMain® Assistance** **Preliminary Design Engineering Services**		**Carollo Engineers Inc.**	**Direct Costs**	**Total Project Not-to-Exceed Costs**
TASK	TASK DESCRIPTION			
1	Project Management and Quality Control	5343.6		$5,344
2	Software Configuration Assistance	45938.56		$45,939
3	CMMS Data Input	39008.28		$39,008
4	Training	8190		$8,190
			$1,500	$1,500
	Total Project Hours and Labor Costs	$98,480	$1,500	$99,981
	TOTAL NOT-TO-EXCEED COSTS			**$99,981**

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: Utilities | DATE PREPARED: 09/07/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 50,000)	421-4120-536.63-00	WS17VA	Infrastructure	$ 3,195,000	$ 3,691,490	$ 3,641,490	$ 2,935,315
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 50,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 50,000	421-4120-536.63-00	WS17CM	Infrastructure	$ 3,195,000	$ 3,641,490	$ 3,691,490	$ 2,985,315
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 50,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Additional budget is necessary to complete Computerized Maintenance Management System (CMMS) Project No. WS17CM, Task Order #2018-03 with Carollo Engineers, Inc. Carollo Engineers, Inc. will provide the Sellers Division the following services to Finish the Sellers Facility Computerized Maintenance Management System (CMMS): Project Quality Management, Software Configuration Assistance, CMMS Data Input and Training. This project is Phase III of a three phased project that will include design, installation and implementation of a Computerized Maintenance Management System (CMMS) for the Sellers Facility. Agenda File ID #18-432

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 09/25/18 *RESOLUTION #:* 2018-082

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

9/7/18	Lorraine Williams-Hubbard	9/12/18	Lea Taylor Digitally signed by Lea Taylor Date: 2018.09.12 08:55:17 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
9/7/18	John "Jack" Walsh	9/17/18	Lora Howell Digitally signed by Lora Howell Date: 2018.09.17 08:11:07 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=6632923&GUID=4EFCB1FD-1533-46E8-9A47-FA71F4B0476E* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	18-435	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/7/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	Approve a Resolution Amending the FY2018 Budget to Reallocate Funds Due To Increase in Fuel Costs and Vehicles Repairs. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2018.docx BAF-UT-4020-FUEL VEHICLE REPAIRS (9-25-18)~ Agenda 18-435 - FY18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 7, 2018
Agenda Date: September 25, 2018
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Amending the FY2018 Budget to Reallocate Funds Due To Increase in Fuel Costs and Vehicles Repairs

BACKGROUND:

Based on the increase in fuels costs and expected fuel usage and to keep the appropriate funding for FY18, a budget transfer is required in the amount of $10,250 to Account No. 421-4025-536.52-30 and based on repair costs expected for the remainder of the year, $10,000 to Account 421-4025-536.46-03

The Repairs & Maintenance Account No. 421-4025-536.46 is already over the $50,000 transfer limit for the City Manager's approval; therefore, City Council approval is required.

Staff recommends approval of the transfer. Note, the transfer is from one object account to another and the overall Division budget does not change.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$10,250
Account Number	421-4025-536.52-30
Account Name	Fuel, Oil, and Lubricants
Amount Requested	$10,000
Account Number	421-4025-536.46-03
Account Name	Repairs & Maintenance - Vehicles
Source of Funds	421-4025-536.46-00, R&M

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve a Resolution Amending the FY2018 Budget to Reallocate Funds Due to Increase in Fuel Costs and Vehicle Repairs.

powered by Legistar™

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4025 | DATE PREPARED: 09/07/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 20,250)	421-4025-536.46-00		Repairs & Maintenance	$ 3,564,306	$ 4,935,374	$ 4,915,124	$ 119,500
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 20,250)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 10,250	421-4025-536.52-30		Fuel, Oil, and Lubricants	$ 94,751	$ 94,751	$ 105,001	$ 5,602
$ 10,000	421-4025-536.46-03		Repairs & Maintenance - Vehicles	$ 100,199	$ 82,499	$ 92,499	$ 13,766
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 20,250	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

A $10,250 transfer into the WFO (4025) Fuel account is required based on the current and expected fuel usage, and a $10,000 transfer into the WFO (4025) vehicle repair account based on the condition of the utility body for truck #188 (per the Fleet Manager). Since we are over the $50,000 transfer limit in the 4025 repairs and maintenance account, this item will go for Council approval at the September 25, 2018 meeting; Agenda #18-435.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 09/25/18 *RESOLUTION #:* 2018-081

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

9/7/18 Melinda Keesee Digitally signed by Melinda Keesee Date: 2018.09.07 14:26:07 -04'00'	9/12/18 Lea Taylor Digitally signed by Lea Taylor Date: 2018.09.12 13:10:46 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
9/7/18 John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2018.09.07 16:51:24 -04'00'	9/17/18 Lora Howell Digitally signed by Lora Howell Date: 2018.09.17 08:31:48 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 9/20/17 - IT

Legislation Details (With Text)

File #:	18-451	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/12/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	Award Bid #B-18-19-COC, Lift Station No. 29 Gravity Main Improvements, to Danus Utilities, Inc., Sanford, Florida, for the Gravity Main Replacement Project in the Amount of $162,490; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $16,249 (10% of the Contract Amount) for a Total Project Cost of $178,739. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B-18-19-COC Tabulation Sheet.pdf B-18-19-COC Final MEMO.pdf Resolution Project Contingency - LS #29				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 12, 2018
Agenda Date: September 25, 2018
Prepared By: Kristoffer N. Smith, E.I., Utilities Engineer I
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award Bid #B-18-19-COC, Lift Station No. 29 Gravity Main Improvements, to Danus Utilities, Inc., Sanford, Florida, for the Gravity Main Replacement Project in the Amount of $162,490; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $16,249 (10% of the Contract Amount) for a Total Project Cost of $178,739

BACKGROUND:

The City of Cocoa Sewer Field Operations Division identified an issue with the gravity sewer main feeding into Lift Station No. 29, preventing flow and causing retention of water in the main. The Utilities Engineering Division designed a fix for the issue which involves removal, grade correction and replacement of approximately 100 linear feet of 10-inch gravity sewer.

The Purchasing Department sent out 75 notifications and invitations to bid and received three (3) responses from 22 plan holders. Staff reviewed the bids and recommends awarding the contract to the lowest and best bid submitted by Danus Utilities, Inc. of Sanford, Florida, in the amount of $162,490.

Staff is also requesting that City Council approve an additional $16,249 as a contingency for the

project. The additional amount is 10% of the contract amount and will be used for change orders with approval by the City Manager. Although City staff does not anticipate changes orders, there is a possibility of unknown obstacles in the field that would require changes to the project budget and/or schedule. If a change order is needed, the additional amount will allow the project to continue to move forward.

The additional $16,249 will not be added to the initial purchase order and each change order will be reviewed by staff before it is sent to the City Manager for approval.

Staff recommends awarding Bid #B-18-19-COC, Gravity Main Improvements, to Danus Utilities, Inc., Sanford, Florida.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$178,739
Account Number	421-4125-536.46-00
Account Name	Repairs & Maintenance
Source of Funds:	Operating Revenue

While there is sufficient budget in this Repair and Maintenance account, Lift Station #29 improvements are not listed in the FY2019 budget. A Budget Adjustment may be required at a later date if it is determined that additional budget is needed for the projects that are specifically identified in the FY2019 budget.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Award Bid #B-18-19-COC, Lift Station No. 29 Gravity Main Improvements, to Danus Utilities, Inc., Sanford, Florida, for the Gravity Main Replacement Project in the Amount of $162,490; To Approve a Resolution Authorizing the City Manager to Approve and Execute Change Orders in an Amount Not To Exceed $16,249 (10% of the Contract Amount) for a Total Project Cost of $178,739.

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: **Thursday, August 30, 2018**

BID NUMBER: B-18-19-COC Lift Station No. 29 Gravity Main Improvements

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	References	Bidder's Qualifications	Subcontractors	Bid Bond	Non Collusion	00485 Drug Free	Conflict Of Interest	Corporate Principle	00650 Certificate of Liability Insurance	Affadavit Workman's Comp	Workman's Comp Certificate	Trench Safety
Maxwell Contracting, Inc. PO Box 820 Cocoa, FL 32923	Y	Y	Y	Y	Y	$251,929.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Masci Corporation 5752 S. Ridgewood Ave. Port Orange, FL 32127	Y	NA	Y	Y	Y	$185,000.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Danus Utilities, Inc. 2320 Beardall Ave. Sanford, FL 32771	Y	NA	Y	Y	Y	$162,490.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: Kristoffer Smith, UT Associate Engineer/ Project manager

From: Sonja Hamilton, Purchasing Manager

Date: 8/31/18

Re: **Bid #B-18-19-COC, Lift Station No. 29 Gravity Main Improvements project**

Bids for the subject offering were opened on August 30, 2018 at 3:00 p.m. Purchasing sent out seventy-five (75) invitations and notifications to bid and received three (3) response from twenty-two (22) plan holders.

*THE APPARENT LOW BIDDER IS **DANUS UTILITIES, INC.**, SANFORD, FL .*

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ 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
  - Bid Tabulation Sheet
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

Legislation Details (With Text)

File #:	18-453	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	9/13/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	Approve the Reappointment of Mr. Elliott Zimmerman as a member of the Fire Pension Board, through September 30, 2020. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Zimmerman Reappointment information.pdf Zimmerman Consideration letter.pdf Fire Pension Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 13, 2018
Agenda Date: September 25, 2018
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approve the Reappointment of Mr. Elliott Zimmerman as a member of the Fire Pension Board, through September 30, 2020.

BACKGROUND:

Mr. Zimmerman has served as a Council appointed member of the Fire Pension Board since September, 2014. He was reappointed in 2016 and his current term expires September 30, 2018. He has expressed a willingness to serve for another two years.

Mr. Zimmerman meets all qualifications to serve on a City board. If reappointed, his term will be through September, 2020.

His updated application and a current Fire Pension Board roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council appoints and reappoints to City Boards as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Approve the Reappointment of Mr. Elliott Zimmerman as a member of the Fire Pension Board, through September 30, 2020.

In response to inquiry by the Office of the City Clerk, I, Elliot Zimmerman

_X_ seek reappointment

_____ do not seek reappointment

as a member of the Board of Trustees for the Firefighters' Retirement Plan for the City of Cocoa for a two-year term.

Sincerely,



Elliot Zimmerman

Additional Comments: _____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: ELLIOTT ZIMMERMAN Application Date: SEPT 1, 2018

Street Address, Including Zip Code: 3212 WESTCHESTER DR, COCOA, FL 32926

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 ____ District 3 ____ District 4 X

Telephones: Home (321) 632-8861 Work: _____ Pager: _____ Cell: (321) 432-9972

Place of Business: RETIRED

Title/Position Held: _____

Date of Birth[2] SEPT 4, 1935

Email Address: EZCPA@CFL.RR.COM

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment		Pension Board – Police
	Brownfields Advisory Board		Planning & Zoning Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Cocoa)
	Housing Authority		Redevelopment Agency (Diamond Square)
X	Pension Board - Fire		Redevelopment Agency (US 1)
	Sustainability Advisory Committee		Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	X	No	____
Do you own property or a business in Cocoa?	Yes	X	No	____
Are you registered to vote in Brevard County, Florida?	Yes	X	No	____
Have you ever been convicted or found guilty, regardless				

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No X

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes X No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No X
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

CURRENTLY MEMBER OF COCOA FIRE PENSION BOARD

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
X Caucasian

GENDER

X Male
____ Female

DISABILITY

____ Physically Disabled

APPLICANT CERTIFICATION

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection.

2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk.

3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to.

4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following:

   Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III)
   Florida Sunshine Law (Florida Statutes, Chapter 286)
   http://www.flsenate.gov/Statutes

Signature: _____ Date: SEPT 1, 2018

Social Security No: [redacted]

Drivers License No:

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

August 30, 2018

Mr. Elliot Zimmerman
3212 Westchester Dr.
Cocoa, FL 32926

Dear Mr. Zimmerman:

Your term of office on the Board of Trustees for the Firefighters' Retirement Plan will expire October 1, 2018. I plan to place this item on an upcoming City Council meeting agenda.

Please indicate on the attached reappointment form whether you would like to serve again for another two-year term. Please return it to me in the enclosed self-addressed, stamped envelope no later than Monday, September 10th.

Thank you for your attention to this matter. If you have any questions, please contact me.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Enclosures: as stated

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

September 13, 2018

Mr. Elliott Zimmerman
3212 Westchester Drive
Cocoa, FL 32926

Re: Reappointment to the Fire Pension Board

Dear Mr. Zimmerman:

This is to notify you that the Cocoa City Council will consider your application for reappointment to the Fire Pension Board at the Regular City Council meeting being held on Tuesday, September 25, 2018.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Board of Trustees for the Firefighters' Retirement Plan		**Meets as Needed**		**Expirations on October 1st**
Member	**Address**	**Phone**	**Appointed**	**Expiration**
Brandon Lang (Elected by Employees) *Trustee Position #2*	Cocoa Fire Dept. 1175 Dusseldorf Ave NW, Palm Bay FL 32907-9305	693-6627 blangcfr@yahoo.com	12/16 Re-elected 12/14 re-elected 10/12 re-elected 1/22/10 elected (replaced Silverman)	2018
Leland Cox (Fifth Member-elected by board)	4180 Paddington St. Cocoa, FL 32926-2171	639-8251 LCox49@cfl.rr.com	03/17 re-elected 12/14-re-elected 10/12 re-elected 02/10 appointment (John Frey's position)	2018
Elliott Zimmerman (Appointed by Council)	3212 Westchester Drive, Cocoa 32926	632-8861 EZCPA@cfl.rr.com	Reappt 9/13/16 Appt. 9/9/14	2018
Milton Norris Park, Chairman (Appointed by Council)	1111 Burnham Street, 32922-6836	636-6282 (home) 690-3968 (work) 750-1626 (cell) mpark@cfl.rr.com	09/18 Reappointed 09/16 Reappointed 07/14 Reappointed 09/12 Reapppointed 10/10 Reappointed 09/08 Reappointed 9/06 Reappointed 4/96 Appointed	2020
Vacancy— ~~Lt. Mitchell Weldon~~ (Elected by employees) M. Weldon resigned effect. 2/6/18 *Trustee position #1*	~~Cocoa Fire Dept.~~ ~~6800 N. US Hwy 1, Apt. 4304, Cocoa FL 32927-5069~~	 ~~Weldonm@yahoo.com~~	~~12/16 Re-elected~~ ~~05/14 Reappointed~~ ~~4/12 Elected to fill seat vacated by Allan White.~~	~~2018~~
Counsel: Mark Floyd of Mierzwa & Associates	Mierzwa & Assoc. 3900 Woodlake Boulevard, Suite 212 Lake Worth FL 33463-3045			
Administrator: ~~Pete Prior~~	~~Benefits USA~~ ~~3810 Inverrary Blvd.~~ ~~Suite 208~~ ~~Lauderhill FL 33319~~ ***Effective Nov. 2014*** The Resource Centers 4360 Northlake Blvd. Suite 206 Palm Beach Gardens, FL 33410	~~800-452-2454, x203~~ ~~pk911@bellsouth.net~~ 561-624-3277 phone 561-624-3278 fax Baur, J Scott Scott@ResourceCenters.com or Margaret M. Adcock		

		The Resource Centers, LLC 4360 Northlake Blvd., Suite 206 Palm Beach Gardens, FL 33410 Phone: 561-624-3277 Fax: 561-624-3278 Email: margie@resourcecenters.com		
RECORDING SECRETARY	Handled by administrator			

Legislation Details (With Text)

File #:	18-458	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	9/17/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	Approve the new City of Cocoa Drug and Alcohol-Free Workplace Policy and Procedure effective October 1, 2018. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	City of Cocoa Employee Handbook Drug Policy (July 12 2011) FINAL (10-1-18) Drug Free Workplace Policy				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 17, 2018
Agenda Date: September 25, 2018
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approve the new City of Cocoa Drug and Alcohol-Free Workplace Policy and Procedure effective October 1, 2018.

BACKGROUND:

In an effort to streamline current personnel policies Citywide, City Staff is presenting Council a new City of Cocoa Drug and Alcohol-Free Workplace Policy and Procedure. This policy will replace the current drug free workplace policy that is currently part of the City's Employee Handbook dated June 12, 2011. This has been a long-term project that has been completed by Administrative Services Director Tammy Gemmati, Human Resources Manager Gina Maxwell, and Risk and Safety Manager Deane Mills, and in conjunction with the Department Directors and Collective Bargaining units.

This new policy identifies type of drug testing that may be done either pre-employment or post-employment and the general procedures that will be followed. It also covers random drug and alcohol testing that is a requirement in accordance with the Code of Federal Regulations for those that hold a Commercial Driver's License. Moreover, this new policy is compliant with the Florida Drug -Free Workplace Program, as provided in Florida Statute Section 440.101. A draft policy was provided to the State of Florida Division of Workers' Compensation and it was approved for compliance. The City receives a Drug Free Workplace credit annually for having a drug testing policy and procedure in place which results in about $30,000-45,000 annual revenue which is applied to the City's Workers' Compensation Program.

The draft policy was presented to all bargaining units in May 2018. Feedback from the first review was considered for a second draft revision in August 2018. City Staff is now ready to obtain Council approval. Upon approval, this policy will be disseminated to all current employees and new hires.

A summary of the changes from our current policy and process include:

- Increased threshold of property damage level that triggers a drug test from $500 to $1000.
- Post-accident drug tests will now only be done for at-fault accidents.
- Employees will now return to work pending the test results as long there is no reasonable suspicion. In the previous policy they were placed on paid administrative leave.

Additionally, as part of this new policy and procedure, new forms that will now be used in our post-accident process include a Post-Accident Determination Form and a Reasonable Suspicion Observation Form.

STRATEGIC PLAN CONNECTION:

Employees, Goal 3, Objective 3.1: Ensure all employees work in a secure and safe environment.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the new City of Cocoa Drug and Alcohol-Free Workplace Policy and Procedure effective October 1, 2018.

powered by Legistar™

7.2 Your Supervisor

Your supervisor is the person to whom you will be immediately responsible for the performance of your work. Your supervisor will also help you adjust to your new job by giving you instructions, advice and any information that you may request.

Your supervisor is the first person you should speak to if you have any questions, suggestions, and / or grievances.

7.3 Drug-Free Work Place

The City maintains a Drug-free Work Place policy. The City of Cocoa is determined to eliminate the use of illegal drugs, alcohol, and controlled substances at its work sites. Towards that end, the City requires applicants to undergo drug/alcohol testing after a conditional offer of employment has been made. Passage of the drug/alcohol test is a condition of employment. The City conducts drug/alcohol testing of employees who must hold a CDL license to perform their job functions. All City employees are subject to random drug/alcohol testing. The City also conducts drug/alcohol testing where it has reasonable suspicion that an employee is under the influence on the job. The City conducts drug testing after all on–the-job accidents where there is any injury or property damage in excess of five hundred dollars ($500.00). Any employee refusing to submit to a drug or alcohol test will be subject to immediate termination.

7.4 Smoke-Free Workplace

The City of Cocoa is a smoke-free workplace. Smoking in any public building/facility, city vehicles or in any non-designated areas is strictly prohibited. Employees are provided a designated smoking area.

7.5 Workplace Safety

The City maintains a Safety Program policy. It is the policy of the City to provide and maintain safe and healthful working conditions and to follow operating practices that will safeguard employees and citizens. The City is continuously exerting every effort to make its equipment and working areas as safe as possible. By the same token, employees are expected to place safe work practices and identification of unsafe conditions as the highest priorities while performing daily tasks.

It is recommended that employees become familiar with the City's Safety Program, and then review their own Department/Division Safety Program policies. Employees should discuss any questions or concerns with their immediate supervisor and/or Department Director, and contact Human Resources for additional information and/or assistance.

Employees must immediately report all accidents, injuries, equipment damage and/or safety hazards to their immediate supervisor no matter how minor it may seem.

7.6 Workplace Violence

Workplace violence has emerged as an important safety and health issue in today’s society. The City will not condone or tolerate violence or threats of violence in the workplace, including bullying, which is defined as repeated intimidation, slandering or humiliation by one or more persons against another person. The policy applies equally to all employees, citizens, vendors and other third parties with whom the City’s employees come into contact.

All employees should be alert at all times to situations, comments and/or behavior of anyone in the workplace that might indicate the potential for violence. All incidents of workplace violence should be

COCOA
FLORIDA

Drug and Alcohol-Free Workplace Policy and Procedure

The Drug-Free Workplace Policy constitutes notice of its provisions. A copy of this policy will be maintained in the Human Resources Division, located in City Hall, and a copy shall be distributed to all employees. Notices concerning the City's maintenance of a drug-free workplace shall accompany all job vacancies.

Effective October 1, 2018

Table of Contents

I. PURPOSE AND SCOPE 3
II. TYPES OF DRUG TESTING 4
A. Pre-Employment 4
B. Post-Employment 5
III. TESTING PROCEDURES 5
A. General Testing Procedures - 5
B. Reasonable Suspicion Testing 6
C. Commercial Drivers License (CDL) Random Drug & Alcohol Testing 8
D. Post-Accident Drug Testing 9
E. Follow-up Testing 9
F. Other Testing 9
IV. CONFIDENTIALITY 9
V. EMPLOYEE ASSISTANCE PROGRAM 10

I. PURPOSE AND SCOPE

The Drug and Alcohol-Free Workplace Policy is established pursuant to the authority granted by 49 CFR Parts 40 and 655 and the Omnibus Transportations Testing Act of 1991, 49 U.S.C. § 31306, Chapter 440, Florida Statutes, as well as any and all Drug & Alcohol-Free Workplace Policies contained in any collective-bargaining agreements between the City of Cocoa ("City") and any applicable bargaining unit employees.

The City is committed to providing a safe work environment for our employees, our guests, and the public. The abuse of alcohol and drugs is a national problem which impairs the safety and health of employees, promotes crime and harms our community. In order to maintain the highest standards of responsibility, productivity and safety in our operations, the City has instituted a Drug and Alcohol-Free Workplace Policy. Our Policy complies with the Florida Drug-Free Workplace Program, as provided in Section 440.101, et seq., Florida Statutes. The Drug and Alcohol-Free Workplace Policy requires all City employees to be free from the influence of drugs and alcohol while working or while on City property. The use, possession, sale, distribution, or manufacture of any drugs, and/or the unauthorized possession and/or use of alcohol, while working or while on City property is prohibited.

All job applicants shall be tested for drugs prior to beginning work at the City. All employees may also be subject to drug and alcohol testing upon reasonable suspicion or following an accident, as defined below.

Any employee who is a certified Police Officer through the State of Florida Police Standards and Training Commission must comply and be held accountable to the Florida Department of Law Enforcement's "Zero Tolerance Substance Abuse Policy."

Certain employees may also be subject to random drug and alcohol testing pursuant to federal law or collective bargaining agreements. For instance, any employee who is required to possess a Commercial Driver License will be subject to drug and alcohol testing in accordance with the Code of Federal Regulations – Title 49, Part 40 Transportation Workplace Drug and Alcohol Testing Programs.

Employees are responsible for ensuring that lawfully prescribed prescription medications (Rx) or over-the-counter medications (OTC) do not adversely impact the employee's ability to safely perform their job functions. Employees have the personal responsibility to assess their fitness for duty while using an Rx or OTC medication. They should not report for or remain on duty while adversely affected by a RX or OTC medication or operate City vehicles/equipment if the medication taken has a warning label cautioning against it.

In order to ensure the safety and well-being of all employees and the community, the following are hereby incorporated:

A. Employees are expected to be in suitable condition to satisfactorily and safely perform their jobs. It is City policy that employees report to work free of the influence of illegal drugs, or other intoxicants to include legally prescribed controlled substances and over-the-counter medications that may result in impairment at work. All employees are expected to conscientiously follow this policy and to demonstrate a responsible attitude towards the use of alcohol and drugs.

B. Alcoholic beverages or other drugs cannot be brought onto City premises or consumed on City premises at any time, except as medically necessary, as determined by a medical doctor or doctor of osteopathic medicine, or as approved in accordance with a defined City function.

C. Drugs shall be defined under this Policy as alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine, phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any substances listed in this paragraph (all substances listed in the paragraph, including alcohol, shall be collectively referred to as "drug" or "drugs"). The City may test job applicants and employees for any or all such drugs under this Policy.

D. Use of "medical marijuana" by any employee is not permitted under this policy, even if such use is prescribed by a medical provider. Marijuana is a prohibited drug in Schedule I of the Controlled Substances Act and it remains a violation of City policy for any employee to use or be under the influence of marijuana while at work.

E. Use of "medical marijuana" by CDL-covered employees is not permitted under DOT regulations as a valid medical explanation for an employee's positive drug test result.

II. TYPES OF DRUG TESTING

The City conducts the following types of drug testing:

A. **Pre-Employment** - Employment with the City shall be contingent upon an applicant's ability to pass a drug test. All applicants to whom offers of employment have been extended shall be required to pass a drug test prior to beginning of their employment with the City. Pre-employment drug testing must occur within 48 hours of a verbal or written job offer by the City, except or unless, in the sole discretion of the City, an additional amount of time is warranted or required. Any such job offer shall be contingent upon successfully passing the pre-employment drug test. Refusal or failure to report for a drug test within the allotted time shall automatically constitute

rescission of the job offer and the applicant shall be ineligible for hire with the City for a period of six (6) months.

B. **Post-Employment** – Employees of the City may be subject to the following drug testing in accordance with applicable laws and regulations:

1. Reasonable suspicion drug and alcohol testing;
2. Post-accident drug and alcohol testing;
3. Follow-up drug and alcohol testing; and
4. CDL drug and alcohol testing

III. TESTING PROCEDURES

A. **General Testing Procedures -** When drug testing is required under this policy, these general procedures shall be followed, unless otherwise proscribed by law or stated herein:

1. An employee injured on duty will receive appropriate medical treatment for the injury prior to drug testing. When it is determined that testing is appropriate, the employee shall be tested at a designated collection site as soon as medically feasible, or within twenty-four (24) hours, where specimens shall be obtained. In order to maintain chain of custody, the employee shall remain in the custody of a supervisor or designee until such specimen is obtained, and when appropriate, until such testing is completed.
2. The City shall pay the costs of initial and confirmation drug tests which are required of employees. An employee shall pay the costs of any additional drug tests not required by the City.
3. As defined in the Drug-Free Workplace Standard (59-A-24), an appropriate specimen will be collected by a physician, a physician's assistant, a nurse practitioner, a registered professional nurse, a licensed practical nurse, a certified paramedic (does not include CFR paramedics) who is present at the scene of an accident for the purpose of rendering emergency service or treatment, or by a qualified person employed by a licensed laboratory as authorized by law.
4. At the time of testing, the employee shall be provided with a form for the purpose of providing any information the employee considers relevant to the test, including identification of currently or recently used medications. The form shall also provide a list of most common medications by brand name, common name, and/or chemical name, which may alter or affect a drug test result. Such information provided will be reviewed by a medical review officer in interpreting any positive confirmed results.
5. The results of the drug test shall remain confidential as provided by law. However, upon request, the applicant or employee shall be provided with

a copy of the test results. With the exception of Safety Sensitive Position and CDL tests, an employee or job applicant who receives a positive confirmed test result may contest or explain the results to the medical review officer within five (5) working days after receiving written notification of the test result. For CDL tests, the employee has 72 hours after receiving notification from the medical review officer to contest the results. If the employee's or job applicant's explanation of the challenge is unsatisfactory to the medical review officer, the medical review officer shall report a positive test result back to the City. An employee or job applicant may contest the drug test result pursuant to law or the rules adopted by the Agency for Healthcare Administration or the Code of Federal Regulations for CDL drug and alcohol testing, or the applicable collective bargaining agreement, if any.

6. An employee or job applicant who receives a positive confirmed drug test result may contest or explain the result to the Human Resources Manager within five (5) working days after receipt of written notification of the positive confirmed test result. The employee or job applicant may submit information explaining or contesting the test result or describing why the results do not constitute a violation of the City's policy. If an employee's or job applicant's explanation or challenge is unsatisfactory to the Human Resources Manager, a written explanation as to why the explanation is unsatisfactory, along with the report of positive results, shall be provided by Human Resources to the employee or applicant within five (5) days.
7. If, pursuant to law, rule, or regulation, an employee elects to have a sample retested, the employee is responsible to comply and conform to the applicable law, rule or regulation, concerning handling and payment of the retest. This could apply, for instance, where retesting of a sample is permissible under AHCA, Florida Statutes, or the Omnibus Transportations Testing Act of 1991, or other law, rule or regulation, whichever is/are applicable.

B. **Reasonable Suspicion Testing** – The City reserves the right to test an employee who is reasonably suspected of using or has used drugs, including alcohol, in violation of this policy. Such a reasonable suspicion must be drawn from objective and articulable facts and reasonable inferences drawn from those facts in light of experience. The suspicion must be upon the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question, or upon the recommendation of the Human Resources Manager, or designee. Among other things, such facts and inferences may be based upon:

a. Direct observation of drug use or possession or of the physical symptoms or manifestations of being under the influence of a drug;

b. Abnormal conduct or erratic behavior while at work or a significant deterioration of work performance;

c. A report of drug use, provided by a reliable and credible source, which has been independently corroborated;

d. Evidence that an individual has tampered with a drug test during his or her employment with the City;

e. Work related accident/Injury resulting in excessive damage or that is unexplained;

f. Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on the City's premises or while operating a vehicle, machinery, or equipment of the City;

g. Arrest or conviction for a drug related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or distribution.

A written report or statement shall be utilized to document the circumstances that warrant reasonable suspicion drug testing. A copy of such report or documentation shall be given to the employee upon request. The employee who is required to undergo reasonable suspicion drug testing should not be allowed to operate any City equipment or drive a City vehicle. The employee should be notified of the observed behavior or incident that gave rise to the referral for a reasonable suspicion drug test and that a drug and/or alcohol test will be conducted. This should be handled in a discreet manner. The employee's supervisor or a member of the Human Resources Department shall escort the employee to the approved testing facility where the reasonable suspicion drug testing shall occur.

1. The employee shall be required to return their employee access card and vehicle/facility keys pending the results of a reasonable suspicion drug test. As a precaution, in the event of a positive test, it is also advisable that the employee arranges for a ride to his/her residence from the testing site, or be driven to his/her residence from the testing site. Administrative Leave shall be granted for the period of time while the drug test results are pending.

2. Failure to consent to a reasonable search of lockers, or other items on City property when there is reasonable suspicion, may result in discipline up to and including termination.

3. Following the administration of a confirmed reasonable suspicion drug test, Human Resources shall initiate a management referral to the Employee Assistance Program (EAP). Such referral should be in writing and identify the confirmed positive drug test, the time and location of the scheduled EAP appointment, the consequences, if any, of not complying with the EAP referral, that the EAP process is considered and treated as confidential, and where applicable, the work assignment or leave status going forward for "safety sensitive" or "special risk" employees.

C. **Commercial Drivers License (CDL) Random Drug & Alcohol Testing** – In addition to the policies and procedures set forth above, it is the City's policy that City employees who are connected with the operation of commercial motor vehicles and are considered safety-sensitive transportation employees are subject to drug and alcohol testing as required by the Omnibus Transportation Testing Act of 1991, 49 U.S.C. § 31306, and pursuant to all applicable procedures and regulations promulgated by the Department of Transportation, the Federal Highway Administration and the Federal Transit Administration, as well as additional policies adopted by the City, if any. In cases where the requirements of both federal and state drug and alcohol laws and regulations and the City's Drug and Alcohol-Free Workplace Policy are applicable or otherwise conflict, the requirements of federal drug and alcohol laws and regulations will control. The following are among the highlights of the federal laws referenced in this Section:

1. The Omnibus Transportation Employee Testing Act of 1991, Department of Transportation (DOT) and the Federal Motor Carrier Safety Administration (FMCSA) Part 382.305 mandates random alcohol and drug testing for employees in positions requiring a commercial driver's license (CDL). Therefore, an employee who transfers or is promoted from a non-CDL job function to a CDL job function will be required to submit to a drug screening. CDL drivers are subject to unannounced random testing in accordance with 49 CFR Part 382.

2. Random testing rates are set by federal regulation. Random drug and alcohol test selections are determined by a non-biased computer program. An employee could be tested multiple times in one year. Human Resources will be responsible for tracking the testing rate compliance and for notifying the employee to report for random testing.

3. Once notified to report for random testing, a CDL driver must report to the collection site immediately. Delaying arrival may be considered a refusal to test (see 49 CFR 40.191), which is equivalent to a positive test. Leaving the collection site before the testing process has been completed may be declared a "refusal" to test.

4. Failure to pass a drug test will subject the employee to disciplinary action, up to and including termination of employment.

D. **Post-Accident Drug Testing** – Drug testing is required whenever an employee has caused or is believed to have caused an accident at work that led to damage exceeding $1000. The following should be noted:

1. Employees who refuse or otherwise fail to be tested within the allotted time will be subject to disciplinary action, up to and including termination of employment.
2. Employees found to be in violation of this policy may be denied workers' compensation benefits, and/or reemployment assistance benefits as provided by law.
3. Employees shall be escorted to the approved drug testing facility by a Supervisor/Manager. The employee may be returned to work, if applicable, to complete the remaining shift if the employee does not exhibit signs of reasonable suspicion. Managers should follow the reasonable suspicion section of this policy and complete the Reasonable Suspicion Observation Form to determine whether the employee can report to work pending the drug test results (III.B.).

E. **Follow-up Testing** – This type of testing is usually performed following a return-to-work by an employee who has entered the employee assistance program for drug-related problems or an alcohol and drug rehabilitation program. Follow-up drug and/or alcohol testing shall be conducted routinely and/or on a random basis. Its frequency shall be determined by a process of random selection among the pool of affected employees.

F. **Other Testing** – The City reserves the right to require a drug test under any other circumstances permitted by law.

IV. CONFIDENTIALITY

Except upon the written consent of the Employee or his or her authorized representative, or as otherwise required or permitted by law, the City, laboratories, employee assistance programs, drug and alcohol rehabilitation programs, and their agents who receive or have access to information concerning drug test results shall keep all such information confidential. Nothing herein shall be construed to prohibit the City, its agents, or the laboratory conducting a drug test, from having access to employee drug test information when consulting with legal counsel in connection with actions

brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.

V. EMPLOYEE ASSISTANCE PROGRAM

A. The City offers an Employee Assistance Program (EAP) benefit for employees and their covered dependents. The City's Employee's Assistance Program (EAP), administered by CIGNA, is available by calling-1-800-538-3543. The EAP provides confidential assessment, referral and short-term counseling. Employees who recognize that they have a drug or alcohol problem are encouraged to utilize the City's EAP. Referrals may be made to the EAP on a voluntary or self-referral basis or under a management referral. When a management referral to the EAP is made, the employee's participation is considered to be voluntary, and the employee should be held accountable for his/her conduct/performance. More information and resources concerning the City's EAP is shall be made available by contacting Human Resources.

B. The City shall not discharge, discipline, or discriminate against an employee solely upon the employee voluntarily seeking treatment for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered an alcohol and drug rehabilitation program[1].

[1] *See* F.S. 440.102.

Legislation Details (With Text)

File #:	18-418	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	9/4/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	Approve the requested revisions and date changes to the road closures that were previously approved by City Council on January 9, 2018. (Assistant to the City Manager/Public Relations Specialst)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2018_FallFestivalChristCentralChurch_85x11Portrait 2018_RC_Council_Agenda				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 4, 2018
Agenda Date: September 25, 2018
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Samantha Senger, Assistant to the City Manager and Public Relations Specialist
Requested Action:
Approve the requested revisions and date changes to the road closures that were previously approved by City Council on January 9, 2018.

BACKGROUND:

Each year, a detailed list of annual special event street closures is brought before City Council for approval. Occasionally, throughout the year, an event organizer may request a revision or an event may have been postponed or cancelled; requiring Leisure Services to update the number of street closures to remain in compliance with the City ordinance regarding street closures. "*During any given calendar year, the number of street closures approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 01-2016.*"

This year, with the requested revisions and special event cancellation, the total number of 2018 Road Closures is 17.0.

The 2018 revisions/update requests are:

Christ Central Church Annual Fall Festival, Saturday, November 3, 2018, (1:00 pm - 8:00 pm).
Coquina Drive: between Michigan Ave. and the easterly end of church property
Total Closure Days- Zero Days (Location is not in the CBD)

The Christ Central Church of Cocoa holds their Annual Fall Festival which requires a road closure request outside of the Central Business District (CBD). This year, the Church is requesting to change the date from Saturday, October 27, 2018 to Saturday, November, 3, 2018. Alternate traffic routes for this road closure are Meridian Ave. and Lucerne Dr. to the north.

Cocoa Village Mardi Gras, February 17, 2018 (3:00 pm -7:00pm)
Delannoy Ave: between Derby St. and SR 520
Brevard Ave: between Church St. and SR 520
Harrison Street: between Riveredge Blvd. and Brevard Ave.
Oleander Street: between Brevard Ave. and Municipal Parking Lot
Total Closure Days- Half Day (Revised from original full-day request)

The Annual Cocoa Village Mardi Gras Festival usually requires a full day street closure from 3:00pm-12:00am. However, this year the event consisted of a parade only and utilized only the parade route listed in the original approved request. The streets of the Central Business District (CBD) were not fenced for the event as they have been in the past. Once the parade was finished, the streets were reopened.

HCVA Fall Car Show Saturday, September 15, 2018 (10:00 am - 5:00 pm)
Brevard Ave: between SR 520 and Factory St.
Orange Ave: between Brevard Pl. and Brevard Ave.
Harrison St: between Delannoy Ave. and Brevard Ave.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Total Closure days- One Day

The Annual HCVA Fall Car Show has been cancelled this year.

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens.

BUDGETARY IMPACT:

The City receives $50.00 for each group that requests a street closure.

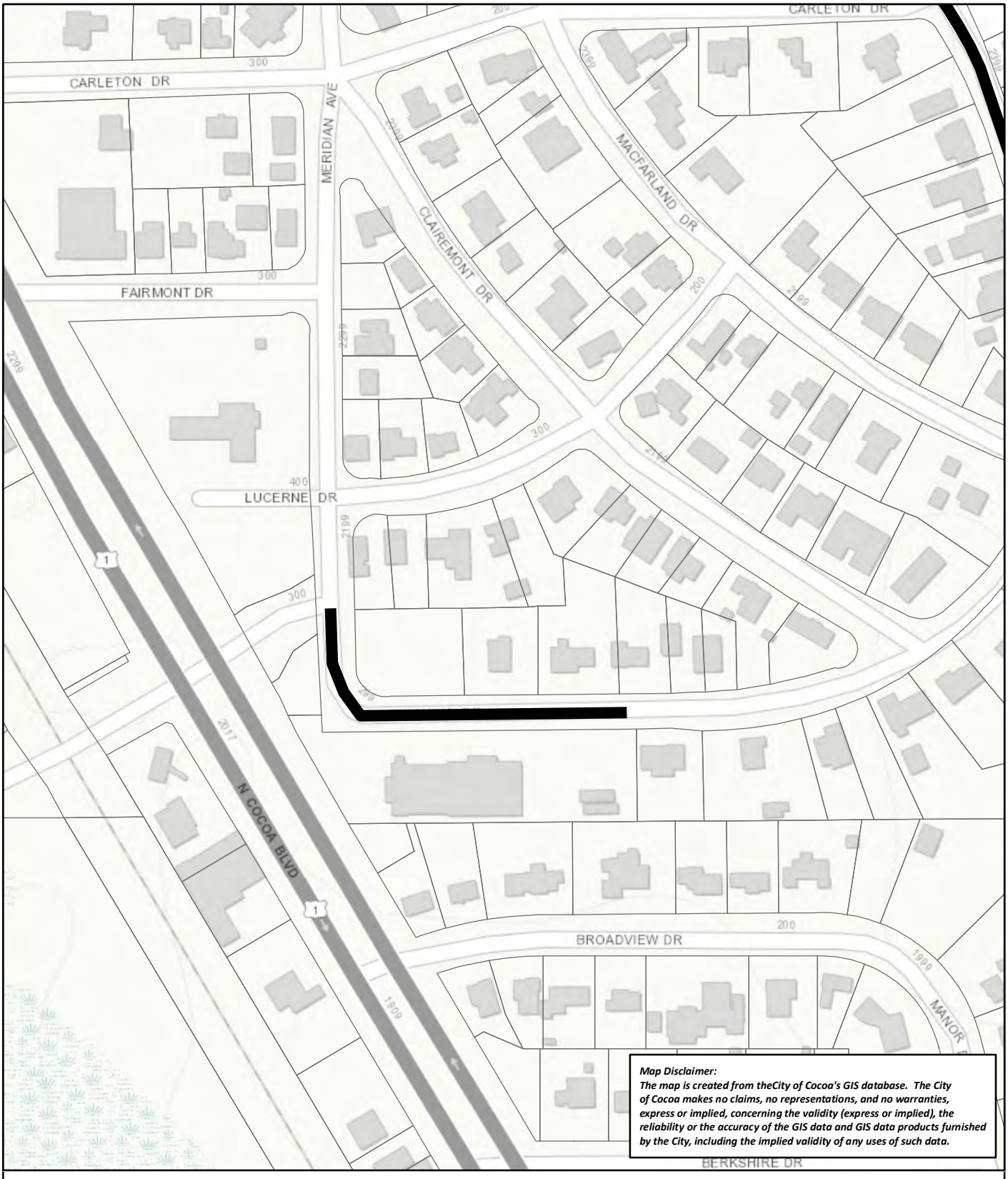
PREVIOUS ACTION:

All road closures were previously approved on January 9, 2018 by City Council. The Christ Central Church original road closure request was previously approved for October 27, 2018 and has been moved to November 3, 2018. The Mardi Gras Festival total street closure was previously approved,

the revision is to change from one full day closure to a half day closure. The HCVA Fall Car show was previously approved. The event has been cancelled for this year and therefore does not need to utilize a road closure.

RECOMMENDED MOTION:

Approve the requested revisions and date changes to the road closures that were previously approved by City Council on January 9, 2018.



Map Disclaimer:
The map is created from theCity of Cocoa's GIS database. The City of Cocoa makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.

City of Cocoa
65 Stone St.
Cocoa, FL 32922
www.cocoafl.org

Street Closures

0 100 200
Feet

N
W E
S

City of Cocoa

Road Closures
Fall Festival Christ Central Church
October 29, 2016
1:00pm - 8:00pm

Map Date: 8/10/2016

N:\CommunityServices\LeisureServices\StreetClosureMaps\FallFestivalChristCentralChurch_85x11Portrait.mxd

Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval	Est. # of days for road closure
1/15/2018	Parade: Martin Luther King Jr. Walk and Celebration	500	Riverfront Park	12pm-3pm	Provost Park on Varr Ave. to SR 520 going east to Riveredge Blvd. into Riverfront Park	City Manager Approval Per Sec. 2-403 Article XI Special Events and Parades	0.00
2/17/2018	Cocoa Village Mardi Gras	8000	Cocoa Village	3pm-7pm	Delannoy Ave: between Derby St. and SR 520 Brevard Ave: between Church St. and SR 520 Harrison Street: between Riveredge Blvd. and Brevard Ave. Oleander Street: between Brevard Ave. and Municipal Parking Lot		0.50
3/3-4/2018	HCVA Spring Craft Fair	10000-12000	Cocoa Village	2am-6pm	Brevard Ave: between SR 520 and Factory St. Oleander St: between Brevard Ave. and Municipal Parking Lot Harrison St: between Riveredge Blvd. and Brevard Ave. Church St: between Brevard Ave. and Delannoy Ave. Delannoy Ave: between Church St. and Harrison St.		2.00
3/30/2018	Village Idiot 5K Village Lost Their Idiot	500	Cocoa Village	Race Route Closure 5:00pm-10:00pm Harrison between Riveredge and Delannoy 5:00pm-11:59pm	Church St: between Riverside Dr. and east terminus of Church St. Riverside Dr: between Church St. and Oak St. Oak St: between Riverside Dr. and Brevard Ave. Brevard Ave: between Oak St. and Harrison St. Harrison St: between Brevard Ave. and Riveredge Blvd		1.00

Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval	Est. # of days for road closure
4/21/2018	HCVA - Car Show	500	Cocoa Village		~~Brevard Ave: between SR 520 and Factory St.~~ Orange Ave: between Brevard Pl. and Brevard Ave. Harrison St: between Delannoy Ave. and Brevard Ave. Oleander St: between Brevard Ave. and Municipal Parking Lot		1.00
05/12-13/2018	HCVA Summer Craft Fair	10000-12000	Cocoa Village	2am-5pm	Brevard Ave: between SR 520 and Factory St. Oleander St: between Brevard Ave. and Municipal Parking Lot Harrison St: between Riveredge Blvd. and Brevard Ave. Church St: between Brevard Ave. and Delannoy Ave. Delannoy Ave: between Church St. and SR 520		2.00
~~9/15/2018~~	**2018 EVENT CANCELLED** ~~HCVA Car Show~~	~~500~~	~~Cocoa Village~~	~~10am-5pm~~	~~Brevard Ave: between SR 520 and Factory St.~~ ~~Orange Ave: between Brevard Pl. and Brevard Ave.~~ ~~Harrison St: between Delannoy Ave. and Brevard Ave.~~ ~~Oleander St: between Brevard Ave. and Municipal Parking Lot~~		0.00
Date	**Event**	**Expected Attendance**	**Location**	**Road Closure Time**	**Street Closures**	**Council Approval**	**Est. # of days for road closure**

9/22/2018	2018 Space Coast Walk to End Alzheimer's	800	Cocoa Village	6am-2pm	Riverfront Park to Church Street continuing to Riverside Drive Riverside Drive: Between Church St. and Derby St. Delannoy Avenue: Between Derby St. Harrison St. Harrison Street: Between Delannoy and Brevard Ave. Brevard Avenue: Between Harrison St. and Rosa L. Jones Blvd Rosa L. Jones Blvd To John Garren Ln John Garren Lane Between Rosa L. Jones and Orange Street Orange Street: Between John Garren Ln and Florida Ave. Florida Avenue: Between Orange Street and Stone St. Stone Street: Between Florida Ave and Brevard Ct. Brevard Court: Between Florida Ave and Orange St. Orange Street: Between Brevard Ct and Brevard Ave. Church Street: Between Brevard Ave and Delannoy St. Delannoy Avenue: Between Church Street and Harrison St. Harrison Street: Between Delannoy and Riversedge leading back into riverfront Park along the river.		1.00
Date	**Event**	**Expected Attendance**	**Location**	**Road Closure Time**	**Street Closures**	**Council Approval**	**Est. # of days for road closure**
10/13/2018	Upcycled Restoration Marketplace	5000 over a 3 day period	Upcycled Restoration Co.	8am-5pm	Rosa L Jones east of Florida Avenue between Upcycled Restoration Co/Jazzy's Styles Salon driveway to the Derby St. Traffic Circle stopping at the intersection of John Garren.		1

10/20-21/2018	HCVA Fall Craft Fair	10000-12000	Cocoa Village	2am-5pm	Brevard Ave: between SR 520 and Factory St. Oleander St: between Brevard Ave. and the Municipal Parking Lot Delannoy Ave: between Church St. and SR 520 Harrison St: Riveredge Dr. and Brevard Ave.		2.00
10/27/2018	City of Cocoa'sFall Festival in the Village	6,000	Cocoa Village and Riverfront Park	2pm-8pm	Harrison St: between Riveredge Blvd. and Brevard Ave. Delannoy St: between Church St. and SR 520 Church St: between Brevard Ave. and Delannoy Ave. Brevard Ave: between SR 520 and Church St.		1.00
10/28/2018	Space Coast Free Wheelers ICWC Bike Race	500	Civic Center & Village	7:00-8:30am	Delannoy & Harrison		0.50
Date	**Event**	**Expected Attendance**	**Location**	**Road Closure Time**	**Street Closures**	**Council Approval**	**Est. # of days for road closure**
11/3/2018	Christ Central Church Fall Festival"	850	Cocoa, FL Michigan and Coquina	1pm-8pm	Coquina Drive: between Michigan Ave. and the easterly end of church property		Not in CBD

11/25/2018	Space Coast Foundation Marathon	5/18/1927	COCOA RFP and LWP	2am-1pm	**Space Coast Marathon Course 26.2 Miles** The Race begins on Brevard Avenue heading south. Turn right on Orange St. Turn right on Florida Ave. Turn right on RT.520 (east bound) Turn left on Brevard Ave heading north and cross over Rt.520 (west bound). Continue northbound on Indian River Drive with a turn-around just south of Indian Trail. Head south on Indian River Drive. Turn right on Peachtree St. Turn left on Florida Ave. Turn left on Rosa L. Jones Blvd. Heading right onto Oak St. Turn right onto Rockledge Drive to the turnaround just south of Stonebridge Drive. Turn around heading north on Rockledge Drive. Turn right on Church St. utilizing the Porcher House Loop Alleyway behind St. Mark's Episcopal Church and Academy. Turn right onto Delannoy Ave. Right onto Harrison St. Remaining in the west bound lane of Harrison St. into Lee Wenner Park to the Finish Line. Space Coast Half-Marathon Course 13.1 Miles (two courses)**North Course** Heading South on Brevard Ave. Turn Right onto Orange St. Turn right onto Florida Ave. Turn Right onto RT 520 (east-bound). Turn Left on Brevard Ave Crossing RT 520 (west bound). Course runs along Riverside Drive until just south of Indian Trail. The course then turns around heading south until RT 520 (west-bound) and turns left to the new connector crossing under Rt 520 into Lee Wenner Park to the Finish Line. **South Course** Heading South on Brevard Ave. Turning left on Church Street. Turn right on Rockledge Drive continuing on Rockledge Drive to 200 meters south of Stonebridge Dr. (just north of Oakledge Drive. Turn around heading north back to Church St. Turnong right onto Church Street using the Porcher House Loop Alleyway behind St. Mark's Episcopal Church and Academy. Turn right onto Delannoy Ave. Turn right onto Harrison St. Staying in the west-bound lane of Harrison Street into Lee Wenner Park to the Finish Line.		1.00
11/3/2018	FEDS Step up for Down Syndrome	800	Riverfront Park	7am-1pm	Church St: between Delannoy Ave. and Riverside Dr. Riverside Dr: between Church St. and Oak St. Rockledge will also be supporting this event.		1.00

12/1-1/2018	HCVA Holiday Craft Fair	9,000	Cocoa Village	2am-5pm	Brevard Ave: Between King St (SR520) and Factory Oleander St: Between Brevard Ave. and the Municipal Parking Lot Delannoy Ave: Between Church St. and King St (SR520) Harrison St: Between Riveredge and Brevard Ave.		2.00
12/8/2017	Cocoa/Rockledge Holiday Parade and Tree Lighting**	500	Rockledge/Cocoa Village	4pm-8pm	Brevard Ave: beginning at the southerly city limit to Maryland Ave. Maryland Ave: between Brevard Ave. and Delannoy Ave. Delannoy Ave: between Maryland Ave. and SR 520 Harrison St: between Delannoy Ave. and Riveredge Blvd.		1.00
	****City sponsored function**					**Total**	**17.00**

Legislation Details (With Text)

File #:	18-419	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	9/4/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	Approval of a full day road closure request (210 ft. from 8:00am-5:00pm) of Rosa L. Jones, in South Cocoa Village on October 13, 2018 by Upcycled Restoration Co. (Assistant to the City Manager/Public Relations Specialist)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Upcycled_Footprint_Rosa_Jones_Closure Alternate Routes 2018_RC_Council_Agenda				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 4, 2018
Agenda Date: September 25, 2018
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Samantha Senger, Assistant to the City Manager and Public Relations Specialist
Requested Action:
Approval of a full day road closure request (210 ft. from 8:00am-5:00pm) of Rosa L. Jones, in South Cocoa Village on October 13, 2018 by Upcycled Restoration Co.

BACKGROUND:

Upcycled Restoration Co. located at 9 Rosa L. Jones in the South Cocoa Village area is an Occasional Sales Marketplace business. Upcycled Restoration Co. currently hosts three day events on site and are proposing a one day road closure coinciding with their event that will showcase extraordinary vendors offering unique one of a kind merchandise for sale. This is a first time request, however, the long term plan for Upcycled Restoration Co. is to host a show once a month on a regular basis throughout the year; creating an on-going opportunity for new visitors to the Village; and to encourage daily and weekly visitor's back each month to enjoy Cocoa Village and all of its ever increasing offerings. The proposed one day street closure will include approximately 210 feet on Rosa L Jones. This request utilizes Rosa L. Jones, which could affect those traveling on Florida Avenue, those exiting from US Highway One onto Rosa L. Jones, and the Traffic Circle on Brevard Avenue. Include with this request are attached alternate routes for vehicle traffic

During any given calendar year, the number of street closures approved by the City Council within

powered by Legistar™

the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 01-2016.

Upcycled Restoration Company Occasional Sales Marketplace, Saturday, October 13, 2018 (8:00am -5:00pm).

Rosa L. Jones East of Florida Avenue: between the Upcycled Restoration Company/Jazzy's Styles Salon drive way to the Derby Street traffic circle stopping at the intersection of John Garren.

STRATEGIC PLAN CONNECTION:

The Approval of this road closure will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens

BUDGETARY IMPACT:

The City receives $50.00 for each group that requests a street closure.

PREVIOUS ACTION:

This is a first time request for this road closure.

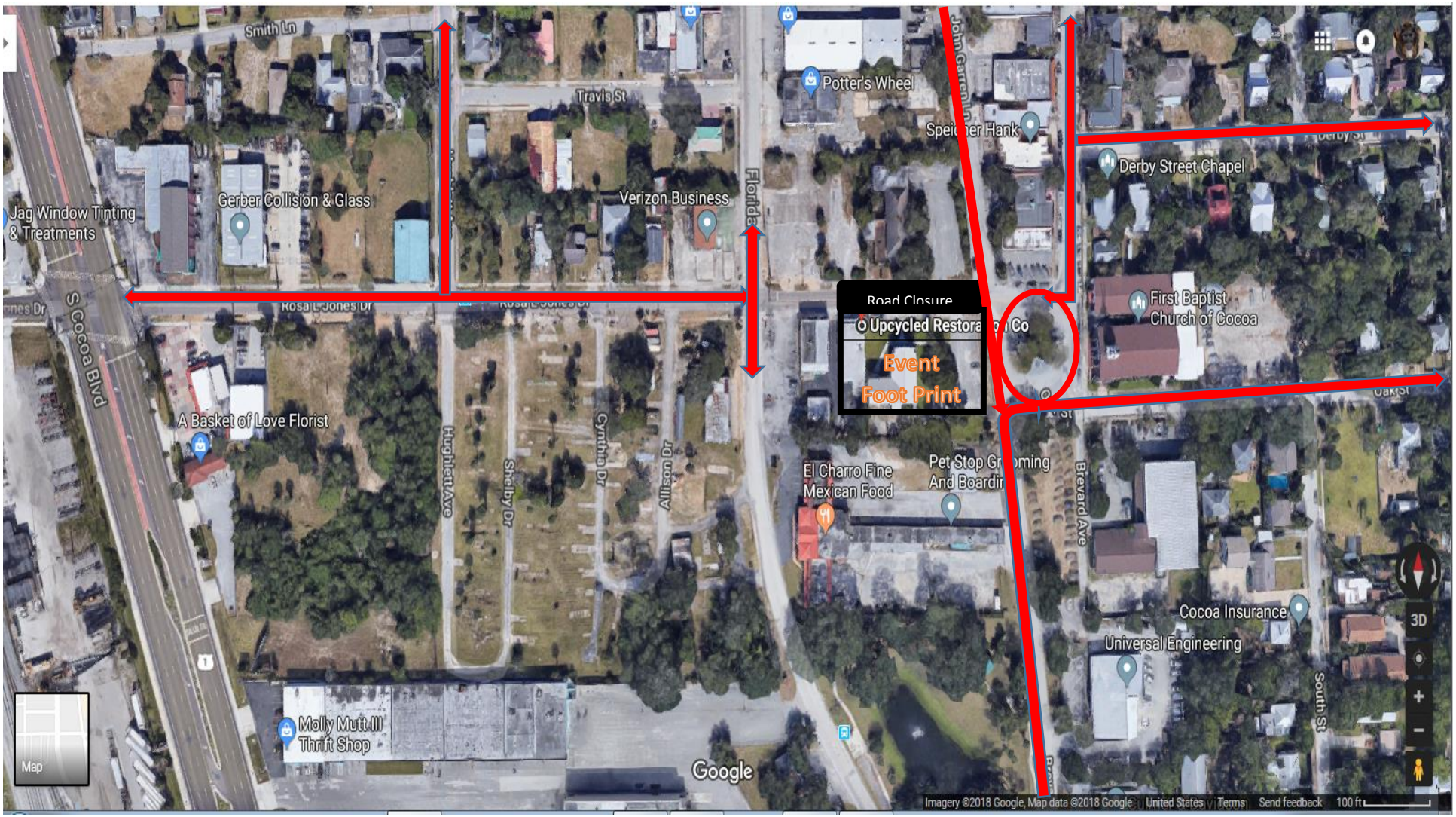
RECOMMENDED MOTION:

Approval of the road closure request by Upcycled Restoration Co.



Upcycled Restoration Co. Vintage Market Footprint

Google



- Road ways in **Red** are alternate routes around the proposed street closure and event footprint.

Legislation Details (With Text)

File #:	18-415	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	City Business
File created:	8/31/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	Ordinance No. 9-2018/1st Reading: Related to changes in the Firefighters' Retirement Plan due to changes in the City of Cocoa and IAFF Collective Bargaining Agreement effective October 1, 2018 to September 30, 2021, amending Section 2-321, Retirement Dates; and amending Section 2-332, Share Plan. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	benefits, IAFF, labor union, Pension, Retirement				
Code sections:					
Attachments:	2018 Cocoa FF Pension Ord 9-2018 (First Reading Sept 25 2018).docx IAFF 18-21 Pension Article 41				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 31, 2018
Agenda Date: September 25, 2018
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, City Manager
Requested Action:
Request approval of Ordinance No. 9-2018/first reading: Related to changes in the Firefighters' Retirement Plan due to changes in the City of Cocoa and IAFF Collective Bargaining Agreement effective October 1, 2018 to September 30, 2021, amending Section 2-321, Retirement Dates; and amending Section 2-332, Share Plan.

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. The City and the International Association of Firefighters, Local 2416 (IAFF) recently entered into a new collective bargaining agreement (CBA) effective October 1, 2018 - September 30, 2021, which was approved at the September 11, 2018 Council Meeting. As part of this agreement, there were agreed changes to the Pension Article that effect the City of Cocoa City of Cocoa's Firefighters' Retirement Plan.

Previously at the City Council Meeting on October 27, 2015, City Council approved Ordinance No. 14 -2015 related to changes in the Firefighters' Retirement Plan due to changes in the City of Cocoa and IAFF Collective Bargaining Agreement effective October 1, 2015 to September 30, 2018, which amended Section 2-271, Definitions; Section 2-272, Conditions and Eligibility for Membership; Section 2-301, Funds Established; Section 2-321, Retirement Dates; and created Section 2-332,

Share Plan. Specifically, the normal retirement age was modified to age 55 for members with less than ten years of credited service and all future members. However, members with less than ten years of credited service at that time that had attained age 45 and were within seven years of attaining normal retirement at the age of 52, were grandfathered in to the previous normal retirement age of 52.

During the negotiations for the new Collective Bargaining Agreement effective October 1, 2018, IAFF proposed to change the normal retirement age back to age 52 for those members hired prior to October 1, 2015. The Union bargaining team had a cost analysis completed by the Plan's actuary Foster and Foster. As part of an existing contract with Bolton Partners, Inc., City Staff had a separate cost analysis completed to validate the actuarial impact and through the bargaining process it was agreed to make these changes. We then worked with the City's pension attorney Glenn Thomas of Lewis, Longman & Walker to draft the proposed ordinance to incorporate the changes ratified in the CBA. The CBA Pension Article 41 is attached to the agenda item as a reference. The following amendments to the pension plan in the proposed ordinance include:

1. Section 2-321, Retirement Dates

   The normal retirement date of a member hired prior to January 1, 1999 shall be the first day of the month coincident with or next following the earlier of the attainment of the member's fifty-second (52nd) birthday or the completion of twenty-five (25) years of credited service. The normal retirement date for a member hired on or after January 1, 1999 and prior to November 9, 2015 shall be the first day of the month coincident with or next following the earlier of the attainment of the member's fifty-second (52nd) birthday with at least ten (10) years of credited service or the completion of twenty-five (25) years of credited service. ~~Notwithstanding the foregoing, the~~ The normal retirement date for members ~~with less than ten (10) years of credited service on~~ hired on or after November 9, ~~October 27,~~ 2015 ~~and members hired on or after that date~~ shall be the first day of the month coincident with or next following the earlier of the attainment of the member's fifty-fifth (55th) birthday with at least ten (10) years of credited service or the completion of twenty-five (25) years of credited service. ~~; provided, members with less than ten (10) years of credited service on October 27, 2015 who have attained age forty-five (45) and are within seven (7) years of attaining normal retirement at age fifty-two (52), shall retain the normal retirement date of age fifty-two (52) with ten (10) years of credited service or the completion of twenty-five (25) years of credited service.~~ A member may retire on the member's normal retirement date or on the first day of any month thereafter. Each member shall become one hundred percent (100%) vested in the accrued benefit on the member's normal retirement date.]

2. Section 2-332, Share Plan

   The purpose of this section is to implement the provisions of F.S. ch. 175, as amended by chapter 2015-39, Laws of Florida. In accordance with F.S. § 175.351(6) a defined contribution plan component ("share plan") is hereby established which shall be funded solely and entirely by available Ch 175 premium tax monies during years in which there are available funds. ~~however, the~~ The city and IAFF Local 2416 have mutually agreed that the share plan will not be funded at this time. during the term of the 2015-2018 collective bargaining agreement. At such time as the city and IAFF Local 2416 mutually agree to allocate ch. 175 premium tax revenues to the share plan, the parties will negotiate the details of the share plan.

powered by Legistar™

[Reference Pension Article 41.4]

3. Repeal of Prior Inconsistent Ordinances and Resolutions

4. Severability

5. Effective Date

   The Ordinance shall be effective immediately upon adoption by the City Council after the second reading. The changes included in the Pension Plan are all effective the Ordinance effective date.

STRATEGIC PLAN CONNECTION:

Containing the retirement plan costs helps maintain financial sustainability for the City. Moreover, having a competitive retirement plan helps attract applicants to the City of Cocoa for future hires and helps retain employees at the City of Cocoa for a long tenure.

BUDGETARY IMPACT:

Budgeted:
FY2019 Yes
Amount Requested : 1,357,432
Account Number: 001-2201-522.22-01
Account Name: Retirement Contributions

Amount Requested : $51,723
Account Number: 001-2200-522.22-01
Account Name: Retirement Contributions

The change to normal retirement impacts nine total members in the plan. The estimated budgetary impact to this change is about $9,000.

PREVIOUS ACTION:

At a regular City Council Meeting on October 27, 2015, City Council approved Ordinance No. 14-2015/Second and final reading: Related to changes in the Firefighters' Retirement Plan due to changes in the City of Cocoa and IAFF Collective Bargaining Agreement effective October 1, 2015 to September 30, 2018, amending Section 2-271, Definitions; Section 2-272, Conditions and Eligibility for Membership; Section 2-301, Funds Established; Section 2-321, Retirement Dates; Creating Section 2-332, Share Plan.

RECOMMENDED MOTION:

Ordinance No. 14-2015/2nd and final reading: Related to changes in the Firefighters' Retirement Plan due to changes in the City of Cocoa and IAFF Collective Bargaining Agreement effective October 1, 2015 to September 30, 2018, amending Section 2-271, Definitions; Section 2-272, Conditions and

Eligibility for Membership; Section 2-301, Funds Established; Section 2-321, Retirement Dates; Creating Section 2-332, Share Plan.

ORDINANCE NO. 9-2018

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 2-321, RETIREMENT DATES; AMENDING SECTION 2-332, SHARE PLAN; 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; and

WHEREAS, the City entered into collective bargaining agreement with the International Association of Firefighters, Local 2416 covering the period October 1, 2018 – September 30, 2021; and

WHEREAS, the collective bargaining agreement contains certain changes to retirement benefits for the City's firefighters; and

WHEREAS, in order to implement the terms of the collective bargaining agreement, amendment of the City of Cocoa Firefighters' Retirement Plan is required.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA AS FOLLOWS:

SECTION 1: That Section 2-321, Retirement dates, 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. 2-321. - Retirement dates.

(a) *Normal retirement* . ~~A member's~~ The normal retirement date of a member hired prior to January 1, 1999 shall be the first day of the month coincident with or next following the earlier of the attainment of the member's fifty-second (52nd) birthday or the completion of twenty-five (25) years of credited service. The normal retirement date for a member hired on or after January 1, 1999 and prior to November 9, 2015 shall be the first day of the month coincident with or next following the earlier of the attainment of the member's fifty-second

(52nd) birthday with at least ten (10) years of credited service or the completion of twenty-five (25) years of credited service. ~~Notwithstanding the foregoing, the~~ The normal retirement date for members ~~with less than ten (10) years of credited service on~~ hired on or after November 9, ~~October 27,~~ 2015 ~~and members hired on or after that date~~ shall be the first day of the month coincident with or next following the earlier of the attainment of the member's fifty-fifth (55th) birthday with at least ten (10) years of credited service or the completion of twenty-five (25) years of credited service. ~~; provided, members with less than ten (10) years of credited service on October 27, 2015 who have attained age forty-five (45) and are within seven (7) years of attaining normal retirement at age fifty-two (52), shall retain the normal retirement date of age fifty-two (52) with ten (10) years of credited service or the completion of twenty-five (25) years of credited service.~~ A member may retire on the member's normal retirement date or on the first day of any month thereafter. Each member shall become one hundred percent (100%) vested in the accrued benefit on the member's normal retirement date.

* * *

SECTION 2: That Section 2-332, Share plan, in Article VIII of Chapter 1, 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. 2-332. - Share plan.

The purpose of this section is to implement the provisions of F.S. ch. 175, as amended by chapter 2015-39, Laws of Florida. In accordance with F.S. § 175.351(6) a defined contribution plan component ("share plan") is hereby established which shall be funded solely and entirely by available Ch 175 premium tax monies during years in which there are available funds. ~~however, the~~ The city and IAFF Local 2416 have mutually agreed that the share plan will not be funded at this time. ~~during the term of the 2015 – 2018 collective bargaining agreement~~. At such time as the city and IAFF Local 2416 mutually agree to allocate ch. 175 premium tax revenues to the share plan, the parties will negotiate the details of the share plan.

SECTION 3: 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 4: 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 5: 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 6: **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 __th DAY OF September, 2018.

_____
Mayor

ATTEST:

_____
Carie Shealy, City Clerk

1ST READING: September 25, 2018

2ND READING AND ADOPTION: _____

01035713-1

40.6 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.

40.7 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 work week while working a modified Monday through Friday schedule.

ARTICLE 41 - PENSION

41.1 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 provided below. All changes to the existing Plan will take effect on September 30, 2018, or upon implementation, whichever is later (the "effective date").

41.2 Plan benefits for credited service on and after the effective date will be the same as the Plan provisions in effect prior to the effective date, except as follows:

a. For employees hired after November 9, 2015, the normal retirement date will be the earlier of age 55 with 10 years of credited service or 25 years of credited service regardless of

age, and separation from employment. For employees the normal retirement date shall be age 52 with 10 or more years of credited service or 25 years of credited service regardless of age.

b. Effective on and after the effective date, compensation for pension purposes shall be base pay including state funded incentives, holiday pay, driver and paramedic (solo or non-solo) pay, but excluding overtime in excess of one hundred (100) hours per fiscal year, payments for non-City events (special details), and payments for unused sick and annual leave; provided, payments of unused sick and annual leave shall be included for employees who were employed and not participating in the DROP on August 8, 2013, in an amount equal to the leave hours accrued on the August 8, 2013 or the amount paid out upon termination of employment, whichever is less.

c. For Members hired after the effective date, Average Final Compensation will be the five (5) highest of the last ten (10) years of credited service. Members hired prior to the effective date shall continue the average of the highest three (3) consecutive years of the last ten (10) years of credited service.

41.3. The benefit changes in section 41.2 (with exception of 41.2(b)) above will not apply to any employee who has reached age 52 with 10 or more years of credited service or 25 years of credited service regardless of age on the effective date. Such employees will continue to accrue benefits in accordance with the Plan provisions in effect on the day before the effective date, for as long as they are employed by the City and eligible to accrue benefits under the Plan.

41.4 The parties agree that all funds in the excess state monies reserve ($550,678.25 on 10/1/14) shall be applied to reduce the unfunded actuarial accrued liability of the Plan. In addition, the parties agree that all premium tax revenues received in the future pursuant to Chapter 175, Florida Statutes shall be applied to reduce the Unfunded Actuarial Accrued Liability to the Plan.

The parties agree that the City will establish a defined contribution plan (share plan) as a component of the Plan in accordance with 2015 SB 172, but that the defined contribution plan will not be funded at this time. At such time as the City and Union mutually agree to allocate ch. 175 premium tax revenues to the share plan, the parties will negotiate the details of the share plan.

41.5 Effective on and after the effective date, if the City's annual required contribution (ARC) increases five percent (5%) or greater from the amounts represented in the October 1, 2014 Actuarial Valuation Report for the Firefighters' Retirement Plan, or the unfunded actuarial accrued liability (UAAL) increases greater than twenty percent (20%), this Article will be automatically be reopened for negotiations. [City's annual required contribution for FY 2015-16 = $1,720,919; UAAL = $8,546,033]. 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 42 - EDUCATION

42.1 Where bargaining unit employees are required by the Fire Chief to do training on off-duty time, they shall be compensated at the appropriate rate of pay for the time spent for the training, including travel time.

42.2 Education policies shall be established in accordance with City Policy.

42.3 The City agrees to sponsor up to six (6) employees for Paramedic School for the duration of this Contract. The reimbursement shall be no less than fifty percent (50%) per employee. In the event the employee leaves employment within three (3) years of receiving the reimbursement, the paramedic school payment will be repaid at one hundred percent (100%). The Union and Fire Chief shall mutually agree on a department SOP for the paramedic sponsorship within ninety (90) days of ratification of this Contract.

Legislation Details (With Text)

File #:	18-420	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	9/4/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	Approve Resolution No. 2018-078 to Change the Definition of a Capital Asset for Accounting Purposes. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2018-078 Capital Asset Definition				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 4, 2018
Agenda Date: September 25, 2018
Prepared By: Rebecca Bowman, Finance Director
Through: John Titkanich, City Manager
Requested Action:
Approve Resolution 2018-XXX to Change the Definition of a Capital Asset for Accounting Purposes

BACKGROUND:

City Council adopted Resolution 2011-119 at the regular City Council meeting held on October 11, 2011 which amended the Financial Operations Manual (FOM) to provide changes to the capitalization policy. The FOM update included changing the capitalization thresholds for buildings, infrastructure, improvements other than buildings and leasehold improvements to $25,000.

Florida Administrative Code Rule 69I-73 defines a capitalization threshold for “governmental units” as $1,000. Section 274.01(1) states that “governmental unit means the governing board, commission or authority of a county or taxing district of the state of the sheriff of the county.” As such, it appears that the City is not subject to the rules in Rule 69I-73 and may set its own capitalization threshold. Many other cities have already established higher capitalization thresholds above $1,000. Government Finance Officers Association has established Best Practices for various financial policies and procedures. GFOA recommends that capitalization thresholds are best applied to individual items rather than to groups of similar items and in no case should a government establish a capitalization threshold of less than $5,000 for any individual item that has a useful life of 2 years or more. In addition, the $5,000 capitalization threshold is more in line with the tracking of federally funded assets, which is currently $5,000. The City purchases capital assets with federal funds using grant proceeds. The City’s current capitalization threshold is set at $1,000 for individual items with a one year useful life. Many routine items that are purchased cost $1,000 or more.

Staff is requesting approval of Resolution 2018-XXX, which will re-establish the capital asset threshold as items having a useful life of 2 years or more and costing $5,000 or more. This resolution will also amend the capitalization policy, as included in the FOM, Section 21 Capitalization Thresholds.

Approval of this agenda item may cause items included in the FY2019 budget that were listed as capital assets to be considered operating costs. Upon approval of this resolution, staff will review the approved FY2019 budget and prepare a Budget Adjustment Form as necessary.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability Goal 3: Continuously increase organizational efficiency and effectiveness.
Approval of this resolution will increase organizational efficiency by decreasing the number of capital assets that City staff must add to the City records, tag, inventory and eventually dispose.

BUDGETARY IMPACT:

Budgeted Yes

PREVIOUS ACTION:

City Council approved Resolution 2011-119 on October 11, 2011, establishing new capitalization thresholds for buildings, infrastructure, improvements other than buildings and leasehold improvements and updated the FOM.

RECOMMENDED MOTION:

Approve Resolution 2018-XXX to change the definition of a capital asset for accounting purposes.

powered by Legistar™

Legislation Details (With Text)

File #:	18-430	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	9/6/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	Approve Resolution No. 2018-080 to Establish a Working Capital Reserve Policy for the Water and Sewer Utility Fund. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Working Capital Reserve Resolution 2018 Working Capital Reserve Policy				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 6, 2018
Agenda Date: September 25, 2018
Prepared By: Rebecca Bowman, Finance Director
Through: John Titkanich, City Manager
Requested Action:
Approve Resolution 2018-XXX to Establish a Working Capital Reserve Policy for the Water and Sewer Utility Fund

BACKGROUND:

The City's Water and Sewer Utility Fund is an enterprise fund. Enterprise funds are different from governmental funds because they operate more like a business and have fund equity rather than fund balance. The Government Finance Officers' Association recommends establishment of a working capital reserve policy for enterprise funds to measure available margin or buffer in the fund. The measure of working capital indicates the relatively liquid portion of total enterprise fund equity, which is a buffer for meeting financial obligations and to mitigate current and future risks such as unanticipated expenses. Working capital is also important for long-term financial planning as credit agencies consider the availability of working capital in evaluating continued creditworthiness.

This agenda item seeks to establish a working capital reserve policy for the Water and Sewer Utility Fund. The policy will define working capital and establish a target working capital reserve of 4 - 6 months of operating expenses, less amortization and depreciation. It also establishes when working capital reserves can be used and guidelines for replenishment of working capital reserves.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability Goal 3 - Continuously increase organizational efficiency and effectiveness.

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	Choose an item.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve Resolution 2018-XXX to Establish a Working Capital Reserve Policy for the Water and Sewer Utility Fund

Legislation Details (With Text)

File #:	18-456	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	9/17/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	Approve the three-year contract between the City of Cocoa and the Central Florida Police Benevolent Association (PBA) for the contract term of October 1, 2018 through September 30, 2021. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	Labor, labor union, PBA, Union				
Code sections:					
Attachments:	Signed PBA MOU Wages PBA Contract 2018-2021 Final 3.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 17, 2018
Agenda Date: September 25, 2018
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approve the three-year contract between the City of Cocoa and the Central Florida Police Benevolent Association (PBA) for the contract term of October 1, 2018 through September 30, 2021.

BACKGROUND:

Since May 2018, the City of Cocoa City Staff has been working with the Central Florida Police Benevolent Association (PBA) Union to renegotiate a new three-year agreement. The negotiation team for the City included: City Manager John Titkanich, Assistant City Manager Matthew Fuhrer, Finance Director Rebecca Bowman, Deputy Finance Director Lora Howell, Administrative Services Director Tammy Gemmati, Police Chief Michael Cantaloupe, and Human Resources Manager Gina Maxwell. On September 12, 2018, the PBA Union tentatively approved the contract proposal for a three-year term of October 1, 2018 through September 30, 2021.

The PBA Union will be holding their ratification vote on Wednesday, September 19. This agenda item was put together and published in advance of the vote to expedite the ratification process. During the Council Meeting on September 25, the vote results will be shared with City Council. In the event the Union does not ratify the contract, this agenda item will be withdrawn and brought back at a later date for Council ratification. However, City administration is hopeful the contract will have a favorable vote.

This contract includes the classifications of Police Officers, Police Sergeants, and Dispatch/Communication Officers. Since this was a complete contract negotiation, there were many changes made, some administrative in nature with little impact. Additionally, there were changes made to the Police Officers' Retirement Plan (Pension) that were previously brought to City Council for an Ordinance change on September 11, 2018 and these changes were previously agreed to in the form of a memorandum of understanding that has now been made part of this new Agreement. Highlights of the contract modifications include:

Article 7 - Promotions

- Promotions to Sergeant will no longer require an oral examination with a Promotion Advisory Board.

Article 8 - Assignments and Transfers

- Language clean-up for assignment process for Corporals versus Detective assignment. This change is consistent with General Order 0510 that was implemented in the Department.

Article 9 - Personnel Records

- Section 3: Administrative change consistent with current practice.

Article 16 - Pension

- Section 2: Change to Pension benefits to allow holiday pay to be pensionable as of October 2015. Clarified that all other forms of pay are non-pensionable.

- Section 4: Added language to clarify the share plan will not be funded "at this time" versus current language of "during the term of this Agreement."

Article 21 - Probationary Period - New Hires

- Administrative change to language for probationary periods under leave of absence.

Article 22 - Hours of Work and Overtime

- Section 4: Administrative change to add Communications Officer and delete reference to Special Detail. Special Details are not assigned in this manner but as written in Section 8.

- Section 6: It was negotiated that compensatory time will no longer be paid out and the maximum will continue at 80 hours. However, upon separation from employment any unused comp time will be paid out.

Article 23 - Uniforms

- Section 2: Increase replacement cost of eye wear from $200 to $250, in the event they are damaged on duty.

- Section 5: Increase in shoe allowance for Police Officers to $125 per fiscal year.

Article 25 - Sick Leave

- Section 6: Administrative change to correct conflicting language of payouts upon resignation or

dismissal. Those discharged for cause will not be paid sick leave.

Article 26 - Holidays

- Section 1: Holidays moved to be in order of occurrence

- Section 2: Clarified language of holiday payouts that those on a leave of absence will not receive holiday pay and the payout will be prorated for those holidays where they were in an active status.

Article 27 - Vacation

- Section 2: Administrative change to clarify how vacation is accrued and how the accruals are made inactive when in an inactive status.

- Section3: Moved vacation payout upon death to Section 4.

Article 28 - Wages

- Section 1: 3% wage increase for each fiscal year (FY19-21) for employees hired before June 1 of prior year. Increased the pay range minimums and maximums for all classifications covered in agreement.

- Section 2: Will receive 3% increase or brought to new minimum pay range, whichever is greater

- Section 3: Changes to incentive pays as in contract.

- Section 7: Change to promotional salary for those that have assignments of Corporals or detective specialty units prior to promotion.

Article 34 - Drug Testing

- Section 2: Deleted obsolete language and added reference to new City Drug-Free Workplace Policy.

Article 35 - On-the-Job Injury

- Section 3: Injuries that take place outside of law enforcement duties will receive 100% compensation for up to two months and those with injuries during law enforcement duties will remain at three months.

- Section 4: Administrative change to language.
- Sections 8-10: Administrative change to language.

Article 37 - Duration

- Three-year term through September 30, 2021 with only reopener in Article 16 Pension as written in the respective article.

Additionally, outside of this agreement a memorandum of understanding (MOU) was agreed to on September 12, 2018 that allows for equity wage adjustments effective October 1, 2018 for Police Officers, Police Sergeants, and Dispatchers based on tenure with the City. Details of these wage

adjustments are attached on the signed MOU.

STRATEGIC PLAN CONNECTION:

Employees - Having a three-year contract in place enables stability in the workplace. Additionally, annual wage increases committed for three years will also help retain a qualified workforce and build strong labor/management relations.

BUDGETARY IMPACT:

Budgeted Yes

The budgetary impact of this three-year contract renewal is illustrated in Article 28: Wages of the Union Contract and the Memorandum of Understanding provided in attachment. Other Articles with budgetary impact include Pension (Article 16) and Uniforms (Article 23).

PREVIOUS ACTION:

At a regular City Council Meeting on September 27, 2016, Council approved the revised three-year contract between the City of Cocoa and the Central Florida Police Benevolent Association (PBA) for the contract term of October 1, 2015 through September 30, 2018 due to the reopener of Article 20 Education Assistance.

At a regular City Council on August 25, 2015, Council approved a three-year contract between the City of Cocoa and the Central Florida Police Benevolent Association (PBA) for the contract term of October 1, 2015 through September 30, 2018.

RECOMMENDED MOTION:

Approve the three-year contract between the City of Cocoa and the Central Florida Police Benevolent Association (PBA) for the contract term of October 1, 2018 through September 30, 2021.

powered by Legistar™

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COCOA
AND
COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

This is an Agreement between the City of Cocoa ("City") and the Coastal Florida Police Benevolent Association, Inc. ("CFPBA") to document agreed upon wage adjustments for the Rank and File bargaining unit for purposes of equity adjustments.

The City and CFPBA agree on the following:

1. PBA Rank and File Bargaining unit members employed prior to October 1, 2015 are eligible for an equity adjustment wage increase in the ensuing fiscal year 2019 with an increase to base pay effective October 1, 2018.
2. The City shall establish an equity adjustment for bargaining unit employees as set forth below:

Hire Date Guideline	Hourly Adjustment	Annual Adjustment
After to October 1, 2015	$0.00	$0.00
After October 1, 2013 - September 30, 2015 (3.1-5 Years)	$.25	$520.00
October 1, 2008 - September 30, 2013 (5.1-10 Years)	$.50	$1040.00
October 1, 2003 - September 30, 2008 (10.1-15 Years)	$.75	$1560.00
October 1, 2003 or prior (15.1+ Years)	$1.00	$2080.00

3. Article 28, Section 4 will be applied in the event an equity adjustment takes an employee over the pay grade maximum.
4. This agreement is separate than the negotiated across the board increases that is agreed to in Article 28, Section 1 and 2.

Mutually agreed to on September 12, 2018.

Signed: _____ CFPBA

Signed: _____ City of Cocoa





AGREEMENT

BETWEEN

CITY OF COCOA, FLORIDA

AND

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

(PBA)

OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021

Table of Contents

PREAMBLE **4**
ARTICLE 1 ..... **4**
RECOGNITION 4
ARTICLE 2 ..... **4**
DUES DEDUCTION 4
ARTICLE 3 ..... **5**
NON-DISCRIMINATION 5
ARTICLE 4 ..... **6**
MANAGEMENT RIGHTS 6
ARTICLE 5 ..... **9**
STRIKES AND LOCKOUTS 9
ARTICLE 6 ..... **9**
PBA BUSINESS 9
ARTICLE 7 ..... **12**
PROMOTIONS 12
ARTICLE 8 ..... **16**
ASSIGNMENTS AND TRANSFERS 16
ARTICLE 9 ..... **19**
PERSONNEL RECORDS 19
ARTICLE 10 ..... **20**
SENIORITY 20
ARTICLE 11 ..... **22**
PREVAILING RIGHTS 22
ARTICLE 12 ..... **23**
INTERNAL INVESTIGATION 23
ARTICLE 13 ..... **24**
GRIEVANCE PROCEDURE 24
ARTICLE 14 ..... **28**
DISCIPLINARY ACTION 28
ARTICLE 15 ..... **29**
LEAVE OF ABSENCE 29
ARTICLE 16 ..... **30**
PENSION 30
ARTICLE 17 ..... **31**
WORKING OUT OF CLASSIFICATION 31

ARTICLE 18 ..... **31**
LEGAL DEFENSE AND INDEMNIFICATION 31
ARTICLE 19 ..... **32**
BEREAVEMENT LEAVE 32
ARTICLE 20 ..... **33**
EDUCATION ASSISTANCE 33
ARTICLE 21 ..... **34**
PROBATIONARY PERIOD - NEW HIRES 34
ARTICLE 22 ..... **35**
HOURS OF WORK AND OVERTIME 35
ARTICLE 23 ..... **38**
UNIFORMS 38
ARTICLE 24 ..... **39**
INSURANCE 39
ARTICLE 25 ..... **39**
SICK LEAVE 39
ARTICLE 26 ..... **40**
HOLIDAYS 40
ARTICLE 27 ..... **42**
VACATION 42
ARTICLE 28 ..... **43**
WAGES 43
ARTICLE 29 ..... **45**
RULES AND REGULATIONS 45
ARTICLE 30 ..... **46**
LIABILITY/ACCIDENT 46
ARTICLE 31 ..... **47**
PHYSICAL EXAMINATIONS 47
ARTICLE 32 ..... **48**
ASSIGNMENT DURING DISABILITY 48
ARTICLE 33 ..... **48**
OUTSIDE EMPLOYMENT RESTRICTIONS 48
ARTICLE 34 ..... **49**
DRUG TESTING 49
ARTICLE 35 ..... **50**
ON-THE-JOB INJURY 50
ARTICLE 36 ..... **53**

PERFORMANCE EVALUATIONS 53
ARTICLE 37 53
DURATION 53
SIGNATURE PAGE 55
PBA VOLUNTARY ANNUAL TIME POOL DONATION FORM 56
EXHIBIT B 57
TIME POOL USE REQUEST 57

PREAMBLE

This Agreement is entered into by and between the City of Cocoa, Florida, hereinafter referred to as the "City" and the Coastal Florida Police Benevolent Association, hereinafter referred to as the "Association" (or the PBA.)

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the PBA, to prevent interruption of services, to provide for prompt and peaceful adjustment of differences which may arise and to establish standards of wages, hours and other conditions of employment.

ARTICLE 1

RECOGNITION

The City hereby recognizes the Coastal Florida Police Benevolent Association (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. 1580.

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 management 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. Fire, demote, suspend or otherwise discipline bargaining unit employees for just cause;

L. 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;

M. Lay off and/or relieve employees from duty due to lack of work or lack of funding;

N. Recall employees in accordance with City policies;

O. 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;

P. Formulate and/or amend job descriptions;

Q. 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;

R. Create, expand, reduce, alter, combine, assign, or cease any job;

S. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;

T. 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;

U. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment;

V. Contract and subcontract existing and future work;

W. Maintain the efficiency of the operations of the Department;

X. 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;

Y. 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. Any bargaining unit employee who participates in or promotes a strike, work stoppage, slowdown, boycott, or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City. It is also recognized that discipline for violation of this Article may not be equal among all violators.

Section 3. 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 furnish the PBA with 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. Upon receipt of quarterly requests, the City will provide a complete roster of the bargaining unit, including the name and current base pay with the amount of incentive pay.

Section 3. The City will provide a mail receptacle for each bargaining unit employee for use by the City and the PBA to distribute mail and other communications.

Section 4. Two (2) member(s) of the PBA consisting of the bargaining representative(s) or his or her designee on the negotiating team shall be allowed time off with pay to attend negotiation sessions during the representative's regular work hours. No pay, straight or overtime, will be authorized for time spent in negotiations beyond regular work hours.

Section 5. Negotiation sessions shall be set by mutual agreement of the City and the PBA.

Section 6. Time Pool. The PBA shall provide the Chief of Police and keep a current list of all PBA representatives. No more than two (2) Bargaining Unit members in any one (1) instance may be granted time off by the Chief of Police or his/her designee to attend PBA business without loss of straight time pay or benefits by using time pool, provided:

A) A written request for PBA TIME POOL is submitted to the employee's supervisor in advance of time off. It is further provided that at least one (1) week notice

must be given in order to use pool time to attend annual meetings. The Voluntary Annual Time Pool Donation/Time Pool Usage Forms (Exhibits A & B) will serve as the request and approval form.

B) The Chief of Police shall have the right to restrict the number of persons off for PBA TIME POOL time to a single individual when an emergency condition exists or manpower on shift is such that time off work would create a clear and present danger to public safety. The provision authorizes the Chief of Police not only to refuse PBA TIME POOL time, but to revoke previously authorized time off for PBA business, except for a single individual, when an emergency condition exists and/or such time off from regular assignments would create a clear and present danger to public safety.

C) PBA TIME POOL time does not count as hours worked for purposes of overtime. It shall be the PBA's responsibility to supply to the City a PBA TIME POOL Authorization form which included the name of the employee and the hours of Comp/Vacation time donated by the PBA TIME POOL. The form must be signed by the Bargaining Unit member donating the time. Time donations may be made each April 1st and October 1st and shall be in increments of not less than two (2) hours, nor more than forty-eight (48) hours. At least two (2) hours of Time Pool donations by dues paying Bargaining Unit members are voluntarily requested for start up. Additional Time Pool donations shall be considered voluntary donations. Time Pool hours may be drawn upon at the discretion of the PBA in increments of at least one (1) hour. Employees covered by this Agreement who are in their initial probationary period shall not be eligible to contribute to this PBA TIME POOL. The maximum number of hours which may be accumulated in the pool under this Article is 600 hours per year.

Charges against the PBA TIME POOL shall only be made when approved by the PBA Bargaining Unit Representative or his/her designee. If the PBA TIME POOL shall become depleted, anyone engaging in PBA activities during working hours shall do so without pay, unless otherwise provided in this Agreement.

A record of all time donated and drawn against the above pool shall be kept by the Police Department and the PBA. The PBA shall indemnify, defend and hold the City harmless against any and all claims made and against suits instituted against the City on account of the City complying with any of the provisions of this Article.

A PBA Representative shall be granted TIME POOL hours to attend public hearings and/or resolution of impasse hearings before the City Council and Coastal Florida Police Benevolent Association Board of Director's meetings.

No more than two (2) on-duty PBA Representative(s) shall be allowed to be present at the collective bargaining sessions using time pool time.

All contributions to the PBA TIME POOL are final. PBA time pool hours not expended during the year will be carried over into the time pool beginning the next October 1st of each year, and the maximum accumulation or expenditure of 400 hours per year cannot be exceeded.

Section 7. The Union shall notify the Police Chief, in writing, of its designated Union officials. It shall be the responsibility of the Union to inform the Chief, in writing, of any change. No Union official will be recognized by the City unless the Chief receives written notification from the Union of his/her designation.

ARTICLE 7

PROMOTIONS

Section 1. The purpose of this Article is to establish a fair and equitable procedure to select the most qualified individuals for promotion.

Section 2. Any police officer with a minimum of three (3) years sworn Florida law enforcement experience, and at least two (2) continuous years sworn experience in the City of Cocoa Police Department, and an Associates' Degree, preferably in Police Science, Criminal Justice, or related subject area which the Police Chief deems appropriate; or five (5) years of sworn law enforcement experience, two (2) in the City of Cocoa, with the Police Department, but who does not possess the required Associates' Degree by the end of probation, may be promoted on the condition that he/she attain the required Associates' Degree within four years of the promotion. Degrees must be attained from an accredited program approved by the U.S. Department of Education and/or the Florida Department of Law Enforcement. Failure to attain the required degree within the time allotted will result in the employee returning to his/her previous rank. An extension may be granted for attaining the required degree, upon written request from the officer and based on hardship, at the discretion of the Chief of Police. A hardship is defined as an unforeseeable emergency or financial situation resulting from an illness, injury, lack of financial resources, or related situation. The extension of the degree requirement may not exceed six months.

Section 3. Promotional examinations shall be announced and scheduled at least sixty (60) days prior to the actual examination date.

Section 4. At the time of announcement and scheduling of a promotional examination, the Department shall announce the date and place of the examination; the method by which examination scores will be determined; cut off scores (if any) for various sections of the examination; type of examination (written test); eligibility requirements (i.e., other than those set forth in this Article); sources (other than practical experience) from which examination questions may be drawn; and reference material and/or study guides which will assist applicants in preparing for the examination.

Section 5. Sergeant's Examination: Before appearing in front of the Promotional Advisory Board all eligible candidates for promotion shall take a written examination to be determined by management, covering, at least, the following subject areas:

1. Cocoa Police Rules and Regulations.
2. The Dade County, or comparable Handbook.
3. The area of supervision.
4. Any other job-related subject matter posted sixty (60) days prior to the examination.

The City shall make available to the candidates for review prior to the examination any material(s) or book(s) to be used.

Section 6. The following points will be added as follows:

Years of Service	Points
3 to 5	1
6 to 9	2
10 years and above	3

The candidates shall also provide documentation proving educational achievements, and be awarded additional points by the Review Board on the following for formal college education at accredited institutions:

Education	Points
Associate's Degree (AA or AS)	1
Bachelor's Degree (BA or BS)	2
Master's Degree (MA or MS)	3

Section 7. An uncurved score of seventy-five percent (75%) on a 100 point scale will be necessary to pass the written test. In the event no candidate for promotion passes a Sergeant's examination, the City shall schedule a second Sergeant's examination within thirty (30) days of

the date in which the scores of the first examination are received. Eligibility to sit for the retest shall be computed in the same manner as the original examination. In the event no candidate passes the retest, the Chief of Police may appoint an Acting Sergeant.

Section 8. The points from candidates' tests, the points awarded for experience, and the points awarded for education shall be added together to form the total points for each candidate. The names of the candidates with passing scores in both the written shall be forwarded to the Chief of Police for his or her selection for promotion.

Section 9. The list will remain in effect for twelve (12) months from the date the list is published. In the event the list is depleted down to one candidate, the Chief of Police has the option of announcing and scheduling a promotional exam as stated in this Article. If the list is depleted within twelve (12) months, the City may postpone the next promotional exam until a vacancy is eminent, or until the twelve (12) months has passed, then announce for a promotional examination as stated in this Article.

Section 10. The promotional probationary period for Sergeants shall be for twelve (12) months and shall be extended, not to exceed six (6) months when the probationary is incapacitated because of illness or injury, or based upon performance deficiencies.

Section 11. No employee shall be eligible to take a promotional examination unless he/she has been ranked "average" or higher on his/her last two (2) performance evaluations. No employee shall be eligible to take a promotional examination if he/she has received more than two (2) written reprimands or any disciplinary suspensions accompanying a written reprimand within twelve (12) months prior to the announcement of a promotional examination or through the date of selection by the Chief of Police for the position. If the bargaining unit employee has filed a grievance concerning any disciplinary action immediately prior to a promotional examination, the bargaining unit employee shall be allowed to take the examination. If the grievance is resolved in the

employee's favor, the employee shall continue through the process as though no discipline was imposed. No employee shall be eligible to take a promotional examination if he/she has not passed any required physical abilities test prior to the announcement of a promotional examination. Employees must send an email to the Chief of Police, or designee, to indicate their intent to take a promotional examination within ten (10) days of the announcement of the promotional examination. Failure to submit within this timeframe shall result in disqualification. For the purpose of this Article, the date of announcement of promotional examination shall be the date it is emailed to the Police Department.

Section 12. If a valid eligibility list exists, a promotional vacancy will be filled within sixty (60) days unless the Police Chief and the City determines that budgetary considerations warrant further postponement or the position is to be deleted.

Section 13. This Article shall not apply to promotions above the rank of Sergeant.

ARTICLE 8

ASSIGNMENTS AND TRANSFERS

Section 1. 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. Before being assigned or transferred to a special unit, the Officer/Sergeant must have successfully completed one (1) year of service with the City and be off of probation.

Section 2. Upon approval by the Shift Lieutenant, voluntary shift exchanges may be arranged by bargaining unit employees. All parties to the shift exchange must sign the application for the shift exchange. The City shall have the right to disapprove any shift exchange if the exchange would necessitate the payment of overtime to any bargaining unit employee, including the

applicants, or would require any bargaining unit employee, including the applicants, to work out of classification.

Section 3. Any bargaining unit employee may voluntarily waive the notice required by Section 1.

Section 4. The prior practice of semi-annual bidding on patrol shifts shall be continued for the life of this Agreement.

Section 5. Assignment to Detective, Agent, or Corporal shall be done in accordance with Assignments and Transfers General Order (0510). These assignments will be announced by Departmental email as an internal posting with the criteria established by Departmental policy.

Section 6. To be eligible to apply, the employee must have successfully completed his/her initial probationary period and have at least one (1) year of prior police officer experience. Those wishing to apply for the assignment shall have ten (10) calendar days to submit the required package to the Chief of Police, or his designee. All assignments will be at the discretion of the Chief of Police. No employee shall be eligible for assignment to Detective or for the rank of Corporal if he/she has received more than two (2) written reprimands or any disciplinary suspensions within the twelve (12) months prior to the date of selection by the Chief of Police. However, any incident involving Officer misconduct in the preceding twelve (12) months should preclude the Officer for being eligible for assignment to Corporal.

Section 7. All assignments will be subject to a six (6) month probationary period. For the first two (2) years of the assignment, a bargaining unit employee who has successfully completed his/her assignment probation may only be removed from the assignment if:

1. Promoted
2. Terminated
3. Voluntary Reassignment

4. Disciplinary/Performance Reasons

Thereafter, a bargaining unit employee may be removed from the assignment at the discretion of the Chief of Police.

The removal of a bargaining unit employee from the assignment may be grieved, during the initial two (2) year period, but is not subject to arbitration.

Section 8. In times of exceptional need, Detectives may be temporarily reassigned, for no more than two (2) weeks, to the Patrol Division.

Section 9. The Chief of Police may, at his/her discretion, establish a lead Communications Officer assignment. The duties of said assignment shall be determined by the Chief of Police.

Section 10. The Chief of Police may, at his/her discretion, establish a Corporals assignment. The rank of Corporal is a field supervisor position, as well as a training ground for new leaders to develop and hone their skills and abilities. To be eligible for assignment to the rank of Corporal, the bargaining unit employee must have a minimum of three (3) years sworn Florida law enforcement experience, and at least two (2) continuous years of sworn experience in the City of Cocoa Police Department.

Eligibility for assignment to the rank of Corporal shall be based on performance and a recommendation from their Sergeant, with concurrence by the Lieutenant that is over the Officer's shift. Seniority among the personnel assigned to the rank of Corporal, at the inception of the program, will be determined by hire date. Thereafter, seniority will be determined by tenure in the position. Bargaining Unit Employees assigned to the rank of Corporal shall bid for shifts as established within the current Collective Bargaining Agreement in the same fashion as Sergeants (one Corporal per patrol shift).

ARTICLE 9

PERSONNEL RECORDS

Section 1. The name, home address, and telephone number of the bargaining unit employees covered by this collective bargaining agreement shall not be disclosed, as provided by State Statute.

Section 2. Any bargaining unit employee covered by this collective bargaining agreement shall have the right to inspect the City's personnel records regarding said bargaining unit employee, regardless of where the same may be kept. No such records may be withheld from the bargaining unit employee, and the employee shall have the right to request copies of such records.

Section 3. Upon request, and prior to being interviewed, a bargaining unit employee under investigation shall receive a copy of the I.A. investigation and any and all documents that pertain to said investigation, including any video and voice recordings as well as any transcripts. This shall be at no cost to the employee.

Section 4. If a bargaining unit employee covered by this collective bargaining agreement believes information in the employee's personnel records is derogatory, that bargaining unit employee shall have the right to place written documents in his or her personnel records in refutation of the alleged derogatory information.

Section 5. The City agrees that adverse or derogatory material will not be placed in a bargaining unit employee's personnel file unless a copy has been provided to the employee.

Section 6. The City shall notify the bargaining unit member whenever an individual outside the Police Department or City Administration/Human Resources Division requests to see/review a bargaining member's personnel records, unless such request is made by a law enforcement or administrative agency which desires that the request remain confidential.

ARTICLE 10

SENIORITY

Section 1. The City and PBA agree that seniority shall consist of:

A. Continuous accumulated service from the date of hire in the bargaining unit, which shall be called "Employment Seniority".

B. Continuous accumulated service in the Assignment of Detective or Vice Agent and rank of Police Officer and Sergeant in which serving, which shall be called "Rank/Assignment Seniority".

Seniority shall be computed from the date of employment within the bargaining unit for purposes of "Employment Seniority" and from the date of appointment for purposes of "Rank Seniority". For "Employment Seniority" and "Rank Seniority" any two (2) or more bargaining unit employees promoted or hired on the same day, the governing factor for seniority shall be the highest numeric of the last two digits in the employee's Social Security number. 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. Assignments to specialized units or positions and transfers will be made at the discretion of the Police Chief. If the Chief determines that the skills and abilities of the employees being considered for an assignment to a specialized unit or position are substantially equal, the Chief may, in his or her discretion, consider the employee's length of continuous service within his/her job classification and/or the Department.

Section 3. In the event the City determines that there is a need to lay off employees covered hereunder, the following procedures shall be followed:

A. The City shall determine the number and classifications of employees to be laid off.

B. DROP participants shall be laid off first, before all other employees.

C. Probationary employees shall be laid off before permanent full-time employees.

D. Bargaining unit employees having the least seniority shall be laid off first. Layoff shall include the right of senior members of the bargaining unit in higher ranked positions to "bump" or roll back members of the bargaining unit in lower classifications and possessing less seniority.

E. Employees on layoff shall be eligible for recall in accordance with the following:

1. Eligibility for recall shall be for one (1) year from the date of layoff.

2. Recall shall be in the reverse order of layoff.

3. Employees shall be eligible for recall only if they have maintained current police certification.

F.. No new employee shall be hired in a bargaining unit job classification until all employees on layoff in that job classification and eligible for recall under the conditions set forth in Section 3 above have been given an opportunity to return to work.

Section 4. Bargaining unit employees will be notified by registered mail sent to their last known address and shall be given ten (10) calendar days to return to work. If a bargaining unit employee does not return or notify the City, the employee will be considered to have voluntarily terminated.

Section 5. An employee shall lose his or her status as an employee and seniority shall be broken if the employee:

A. Terminates voluntarily.

B. Is discharged or terminated.

C. Is on leave of absence in excess of six (6) months.

D. Is on layoff status and has not been recalled in one six (6) months.

E. Retires.

F. Dies.

G. Fails to return from approved leave of absence or workers' compensation disability, at the expiration date of such approved leave or disability.

H. Fails to return from military leave when scheduled.

I. Fails to return from family medical leave.

Section 6. No employee shall be entitled to City benefits (or accrual of such benefits) while on layoff status.

ARTICLE 11

PREVAILING RIGHTS

Section 1. All rights, privileges, and working conditions enjoyed by members of the bargaining unit at the present time, that are not inconsistent with the provisions of this Agreement, are included in this Agreement and shall remain in full force and effect unless changed by mutual consent, or as otherwise allowed by this Agreement.

Section 2. The parties recognize that the City's Employee Handbook which cover subjects not expressly covered in this Agreement shall be applicable to all bargaining unit employees. No benefits shall exist for bargaining unit members other than those set forth in this Agreement, applicable City Employee Handbook or SOP's and any changes thereto.

Section 3. Prior to any change in current policy, the Union shall have thirty (30) days to review and comment on any changes.

Section 4. The Employee Handbook, as submitted to Union representatives and to the City Council on February 12, 2008 and updated on July 12, 2011 has been accepted in its entirety.

ARTICLE 12

INTERNAL INVESTIGATION

A. Rights of Sworn Bargaining Unit Personnel While Under Investigation

Section 1. The City shall comply with the Police Officer's Bill of Rights, Florida Statutes 112 whenever a police officer is under internal investigation and discipline may be given.

Section 2. The request by a bargaining unit employee under investigation for legal counsel or P.B.A. representation for an interrogation shall not cause a delay of the interrogation in excess of fourteen (14) calendar days, unless mutually agreed to by both parties.

B. Rights of Non-Sworn Bargaining Unit Personnel While Under Investigation

Section 1. Nothing herein requires that the City conduct a formal investigation prior to initiating disciplinary action against a non-sworn bargaining unit employee. Moreover, nothing herein precludes the City from informally questioning non-sworn bargaining unit employees regarding incidents related to, or observed during, the performance of their job duties. At any time a bargaining unit employee can ask for a union representative.

Section 2. Should the City decide to conduct a formal interrogation of a non-sworn bargaining unit member regarding a matter which may lead to suspension, demotion, or dismissal, the following shall apply:

a. The interrogation shall be conducted during the employee's normal working hours, unless the seriousness of the interrogation is such a nature that immediate action is required.

b. The employee will be informed of the general nature of the allegations against him/her and be provided a copy of the complaint if one exists.

c. The employee shall be allowed to take breaks during the interrogation as are reasonably necessary.

d. The employee may have counsel or a PBA representative present during the interrogation. The request for counsel or PBA representation shall not cause a delay of the interrogation in excess of fourteen (14) calendar days, unless mutually agreed to by both parties.

ARTICLE 13

GRIEVANCE PROCEDURE

Section 1. In a mutual effort to provide harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings 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. Abuse of this privilege will subject the representative to disciplinary action.

Section 5. 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 6. 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. Discharge grievances may be initiated at Step 3 within ten (10) calendar days from the date of discharge.

STEP 1: Within ten (10) calendar days of the date the employee or the PBA knew of the incident or occurrence giving rise to the grievance, the employee must submit the grievance, in writing, to the Police Lieutenant Watch Commander or Division Manager. 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 Lieutenant Watch Commander or Division Manager 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 Division Commander'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.

ARBITRATION:

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.

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. It should be noted that 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.

The arbitration shall be conducted under the rules set forth in this Agreement, not under the rules of the FMCS. 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 Circuit Court review of whether the arbitrator complied with the substantive and/or procedural requirements of this Article.

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.

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.

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.

ARTICLE 14

DISCIPLINARY ACTION

Section 1. Employees shall be demoted, suspended, dismissed, or otherwise disciplined for just cause in accordance with City and Departmental policies and procedures. Any such demotion, suspension, dismissal, or other disciplinary action shall be subject to the grievance/arbitration procedure set forth in this Agreement. Probationary police officers, however, shall not be permitted to utilize the grievance/arbitration procedure to contest dismissal.

Section 2. The City shall comply with the procedures set forth in Florida Statutes Chapter 112 (Law Enforcement Officers Bill of Rights) whenever an officer is under internal investigation.

Section 3. All disciplinary actions shall require written documentation. Written notification of the discipline/action to be imposed will be given to the employee no later than sixty (60) days after the closure of the investigation.

Section 4. Nothing herein shall require any specific number of disciplinary actions to terminate an employee for a first or second disciplinary offense where such offense is considered a termination offense under City or Departmental rules or where such offense has resulted in termination of any City or Departmental employee prior to the effective date of this Agreement. Disciplinary actions of written reprimand and below shall not be considered for purposes of progressive discipline after two (2) working years from the date of the disciplinary action, unless the employee commits another offense resulting in disciplinary action during the two (2) working) years from the date of the disciplinary action, whereupon the two (2) working year period shall begin anew.

ARTICLE 15

LEAVE OF ABSENCE

Section 1. The City agrees that unpaid leave of absence for a period of up to thirty (30) days may be granted by the Chief of Police with the approval of the City Manager. Such leaves may be renewed or extended with the approval of the Chief of Police and the City Manager.

Section 2. The City agrees that any bargaining unit employee who is a member of the National Guard or the Military Reserve Forces of the United States and who is ordered under provisions of the U.S. Military or Naval regulations or engage in field exercises or other training, shall be granted leave without loss of seniority or fringe benefits while in active duty, field

exercise, or training. A bargaining unit employee shall be granted paid leave consistent with applicable law.

Section 3. A copy of military orders for training must be submitted prior to leave being approved.

ARTICLE 16

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"), except as provided below. All changes to the existing Plan will take effect upon ordinance No. 8-2018 effective date, as agreed to in MOU signed August 27, 2018.

Section 2. Normal retirement will be the earlier of age 50 with 10 years of credited service or 25 years of credited service, and separation from employment.

Section 3. Effective on October 27, 2015, compensation for pension purposes shall be base pay including state funded incentives and holiday pay, but excluding overtime pay in excess of one hundred fifty (150) hours per fiscal year; special detail pay, all other forms of pay; and payments for unused sick and annual leave; provided, payments of unused sick and annual leave shall be included for employees who were employed and not participating in the DROP on June 7, 2013, in an amount equal to the leave hours leave accrued on the June 7, 2013 or the amount paid out upon termination of employment, whichever is less.

Section 4. The parties agree that all funds in the excess state monies reserve ($317,551 on 10/1/14) shall be applied to reduce the unfunded actuarial accrued liability of the Plan. In addition, the parties agree that all premium tax revenues received in the future pursuant to Chapter 185, Florida Statutes shall be applied to reduce the City's annual required contribution to the Plan. The parties agree that the City will establish a defined contribution plan (share plan) as a

component of the Plan in accordance with 2015 SB 172, but that the defined contribution plan will not be funded at this time. At such time, the parties will negotiate the details of the share plan.

Section 5. Effective on and after the effective date, 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 17

WORKING OUT OF CLASSIFICATION

Section 1. Any Police Officer required to work over forty (40) hours as a Sergeant shall receive the starting pay for that classification or a minimum of five percent (5%) above his or her base rate of pay, whichever is greater, beginning on the first day.

ARTICLE 18

LEGAL DEFENSE AND INDEMNIFICATION

Section 1. The City agrees, to undertake and pay for the defense of civil damage actions against any bargaining unit employee arising from or out of his or her actions and/or omissions occurring in the course and scope of his or her employment or service as an employee, and the City will file proper and appropriate legal pleadings in such actions. The PBA shall fully cooperate in such defense, when applicable to a dues paying bargaining unit member.

Section 2. The City agrees to indemnify, through its liability insurance, a bargaining unit employee for judgments levied against the employee as a result of the bargaining unit employee's action while acting in the scope of his or her employment; provided, however, that the

City shall have no obligation to defend or indemnify a bargaining unit employee where such employee's actions were outside the course and scope of his or her employment, or were committed in bad faith, or were committed with malicious purpose, or were committed in a manner exhibiting wanton and willful disregard for human safety or property.

Section 3. If the City and a bargaining unit employee are co-defendants in the same civil action, such action shall not be settled by the City unless prior to such settlement the City advises the bargaining unit employee of the settlement.

ARTICLE 19

BEREAVEMENT LEAVE

Section 1. When a death occurs in the immediate family of a bargaining unit employee, that employee shall be granted up to three (3) consecutive work days off without loss of pay or benefits for attendance at the funeral. If travel outside the state is required for attendance at the funeral, up to two (2) more days may be granted. The bargaining unit employee shall be paid for scheduled work days only, not to exceed five (5) total consecutive work days. Should additional time off be necessary, the bargaining unit employee may be permitted to utilize accumulated sick leave subject to the regular procedural requirements for the use of such leave.

Section 2. Bereavement leave will not be allowed if the bargaining unit employee was on sick leave. If on vacation at the time of death, up to three (3) days of vacation may be restored.

Section 3. Immediate family as cited above shall be defined in accordance with the City’s bereavement policy. Upon request, the City may require the bargaining unit employee to furnish proof of death in order to receive bereavement leave pay.

ARTICLE 20

EDUCATION ASSISTANCE

Section 1. The City agrees to establish a tuition refund for bargaining unit members in an effort to encourage the educational level of its law enforcement personnel. Said program shall be based on the following principles:

1. The bargaining unit employee must present a College Counselor approved academic Associate's or Bachelor's degree program approved by the City.
2. The level of degree program for reimbursement must be higher than the member's current education level and related to their current job function or another position within the City of Cocoa.
3. The bargaining unit employee must be registered in a nationally accredited institution in a career related course program.
4. The bargaining unit employee must take the course for a grade, i.e., no course can be taken "pass/fail," unless it is related to obtaining an approved academic degree.
5. In order to obtain financial reimbursement for tuition, the bargaining unit employee must have (a) received prior approval by the City to pursue an academic degree, and (b) successfully complete the course with a grade of "C" or better. Tuition reimbursement shall be on a percentage basis, as follows:

Grade	Reimbursement
A or B	50%
C	25%
D or lower	0%

In no case will tuition reimbursement exceed two (2) courses per academic period.

6. The Chief of Police agrees to make a conscientious effort to arrange shifts so as not to

prohibit bargaining unit employees from pursuing their desired education. Should denial of course approval take place, the bargaining unit member must show that the course(s) requested was/were required to complete the member's degree and were not offered at any other time of day or at any other approved institution, in order to be considered for an educational waiver for a promotional examination.

7. Tuition reimbursement will be limited to the tuition rate charged by University of Central Florida. Reimbursement is dependent upon sufficient funds being budgeted by the City for such purposes.
8. Employees are eligible to receive reimbursement only for courses that are not reimbursed by other agencies (i.e. Veteran's Admin.,) or scholarships/grants (i.e. Professional organizations or PBA).

ARTICLE 21

PROBATIONARY PERIOD - NEW HIRES

Section 1. Probationary period for new Police Officers and new Communication Officers will be for the period of one (1) year starting after successful completion of F.T.E.P. (Field Training Evaluation Program). New hire probationary periods may be extended up to six (6) additional months (for a total of 18 months after successful completion of F.T.E.P.) at the discretion of the Chief of Police. In the event of a leave of absence, the probationary period will be temporarily suspended during the absence. Upon returning from the leave of absence, the probationary period will be resumed and continued.

Section 2. Probationary periods are intended to allow time for proper evaluation and training of new employees. If dismissed during probationary period, a bargaining unit member has no recourse to grievance and arbitration procedures.

ARTICLE 22

HOURS OF WORK AND OVERTIME

Section 1. The City shall establish a workweek of seven (7) days, with a normal workweek consisting of forty (40) hours. The City shall provide the PBA at least ten (10) days notice prior to any change in the existing work schedule. Payment for overtime will be compensated at one-and-one-half (1-1/2) times the employee's regular rate for overtime worked in excess of forty (40) hours per week except for mutually agreed upon exceptions. Compensation for overtime will normally be made during the same pay period the overtime was worked, unless there is a question regarding whether the overtime should be paid.

Section 2. Off-duty court time will be considered as time worked when it is job-related and arises within the scope and course of employment. Minimum appearance time for pay purposes shall be two (2) hours. When an officer is placed on standby for court time by the State Attorney's Office, it shall not be considered as time worked when the officer is only required to be available on telephonic notice and is not required to be available at the courthouse.

Section 3. In order for court time to be considered for pay purposes, it must be documented as hours worked on the time sheet. If overtime hours are occurred, Form CPD-5 must be submitted by the employee with the proper validation by an officer of the court. Forms must be submitted to the Chief of Police or his or her designee within five (5) days of overtime is deemed waived.

Section 4. Overtime will be distributed as follows:

1. If there is at least twenty-four (24) hours advanced posting for the effected shift , it will be signed up for by seniority. The posted shift or detail will be awarded to the most senior Officer or Communications Officer willing to work the entire length of the posted shift and may not be split with another Officer. The

Department will make its best efforts to post the notice as early as possible. No bumping shall be allowed within twenty-four (24) hours of the reporting time for the effected shift or detail.

2. For sworn positions and Communications Officers, if there is less than twenty-four (24) hours advanced posting for the affected shift, the overtime will be awarded to the first sworn member responding to an authorized supervisor's overtime announcement through electronic communication. If no response is made for sworn positions, or for communications officers, the shift supervisor will request a volunteer from the shift then on-duty, starting with the senior officer. If all officers on the shift turn down the overtime, the overtime will be worked by the least senior officer on the shift. If the least senior officer worked the shift before because of overtime, the next least senior officer will work the shift. The least senior officer on the shift may choose to work the entire eight (8) hours of overtime or split the shift in a four (4) hour block with the oncoming shift offered by seniority. The officer forced to work the overtime may have another officer work the overtime for him, but it will be the working officer's responsibility to contact that officer. The City will fill the unexpected overtime to the best of its ability, adhering to the above procedure, as quickly and fairly as possible.

Section 5. In calculating overtime pay, only actual hours worked, bereavement, short-term military leave, and vacation will be considered as time worked.

Section 6. A bargaining unit employee may elect to accept compensatory time in lieu of overtime. The request shall be in writing for compensatory time at the rate of time-and-one-half (1-1/2) for each hour worked in lieu of monetary payment. Bargaining unit employees may

accrue up to eighty (80) hours total of compensatory time within a fiscal year which may be used for time off as workloads permit. Employees may carry over compensatory balances from fiscal year to fiscal year up to a maximum of eighty (80) hours. Upon separation of employment, the employee will be paid for any unused compensatory time.Section 7. An employee who is required to be on standby, other than active members of the Special Weapons and Tactics ("SWAT") and the Crisis Negotiations Unit ("CNU") will be entitled to two (2) hours off his or her work schedule during that following workweek, if manpower permits in management's discretion. If the employee is unable to take time off during that following week, the time will be posted as standby time, to be paid at straight time. The maximum accrual balance of standby time shall not exceed eighty (80) hours.

Section 8. Special Detail Assignments: Special Details shall be considered those details where private persons or businesses request police personnel over and above those activities required by the City of Cocoa or the Police Department and shall be authorized by the Chief of Police or his/her designee. Special details will be a minimum of two hours. Special details will be authorized on a first come, first serve basis. All postings shall be emailed to sworn personnel through the departmental email system and posted on the departmental network drive. Personnel shall be permitted to select more than one detail to be worked on the same day, subject to the approval of management.

Section 9. Employees will be paid based on a pay period established by the City.

Section 10. The hourly rate is determined by dividing the annual salary by 2080 hours. The supplements, if any, in Article 28.5 and 28.6 are added to determine the regular rate for overtime purposes.

Section 11. Off-duty bargaining unit employees who are called in for duty for reasons other than their failure to properly complete assigned duties shall be paid for all hours worked with a minimum of two (2) hours of straight-time pay regardless of a lesser number of hours actually worked. This provision shall not apply to employees required to hold after the completion of a shift.

ARTICLE 23

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 fifty dollars ($250.00), 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.

Section 4. The detective bureau employees, either plain clothes or detectives, shall receive an annual clothing allowance, in the sum of seven hundred fifty dollars ($750.00), to be

paid bi-annually. Newly assigned detectives shall receive a prorated bi-annual allowance upon assignment to position.

Section 5. Police Officers shall receive a shoe allowance for the purchase of approved uniform shoes. The cost of the allowance shall not exceed $125 per fiscal year.

ARTICLE 24

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. PBA will be allowed to have representation on any health insurance review committee and have input into any changes that are being recommended.

ARTICLE 25

SICK LEAVE

Section 1. Bargaining unit employees covered by this Agreement may accrue eight (8) hours of sick leave for each full month of service provided they were paid at least one-half of the month.

Section 2. Sick leave may be taken only for the following reasons: during a genuine illness of the bargaining unit employee; for the serious illness of spouse, children or employee's parents, or maternity leave/birth or adoption of a child, in accordance with the Family Medical Leave Act.

Section 3. A bargaining unit employee requesting to use sick leave shall notify dispatch at least two (2) hours prior to, or as soon as practical before, the scheduled reporting time.

All requests must include the type of illness, employee's location, and telephone number. All requests for sick leave may be investigated by the commanding officer.

Section 4. Both the City and the PBA find abuse of sick leave unacceptable. Where it can be determined such abuse has occurred, the City will engage in progressive discipline. Sick leave used in conjunction with days off, or recurring on the same day of the week, may constitute evidence of sick leave abuse. This program is directed at absences of one (1) and two (2) days at a time. It is not intended for documented serious illness or surgery.

Section 5. A physician's medical excuse may be required for leave of absences of three (3) consecutive days or more, or there is a reasonable belief that the employee has abused sick leave.

Section 6. Upon resignation, bargaining unit employees with more than sixty months of service will be eligible for sick leave payment upon resignation equal to twenty-five percent (25%) 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. A bargaining unit employee discharged for cause will not be paid sick leave.

ARTICLE 26

HOLIDAYS

Section 1. The following are recognized as holidays by the City of Cocoa PBA bargaining unit employees:

New Year's Day

Martin Luther King's Birthday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Eve

Christmas Day

Employee's Birthday

Section 2. 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. Employees who are working a modified shift for purposes of light duty or workers' compensation or in an unpaid leave status shall not receive lump sum holiday but rather have the day off. In such cases, the employee's holiday pay will be prorated to reflect the hours in an active shift status (i.e., seven (7) holidays observed, seventy (70) hours paid). Those on modified shift and not scheduled to work the holiday will receive holiday pay in their paycheck for that week for the amount of hours scheduled (normally an eight hour shift).

Section 3. The bargaining unit employee's birthday will be observed as a day off. The bargaining unit employee will provide written notice to the supervisor ten (10) days in advance of the birth date. The City shall respond within three (3) days. The day must be taken within the month the birthday falls unless the request is refused by management. Birthday holidays are for purposes of time off and therefore not reimbursable as a City holiday.

Section 4. 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 27

VACATION

Section 1. Bargaining unit employees covered by this Agreement are eligible for vacation with pay if they have been in continuous employment with the City in accordance with the following schedule:

YEARS OF SERVICE	NUMBER OF HOURS
1 - 3	80
4 - 9	120
10 - 14	144
15 and above	176

Section 2. Vacation accrues monthly upon hire but may not be taken until after six (6) months of employment. Vacation leave shall not accrue if an employee is in a non-pay status for over thirty (30) calendar days.

Section 3. Pre-approved vacation shall not be canceled solely for the purpose of avoiding overtime. Vacation may be used as notice of termination, with the approval of the Police Chief. Vacation requests may be submitted in one of two ways:

(a) Annually, after shift assignments are made in December, employees may request, on or before January 15, vacation for the calendar year on a seniority first basis and departmental need basis. Requests will be approved/denied (with reason) on or before January 31, but not before January 15. Pre-approved vacation will not be changed, except in exigent circumstances or due to promotions, due to a voluntary change of shift or assignment.

(b) At least one (1) week in advance shall be approved or disapproved within forty-eight (48) hours.

All approved vacation requests shall be posted on the Police Department work schedule.

Section 4. Not more than two hundred eighty (280) hours or two (2) years of vacation accruals will be carried over to the next calendar year, whichever is greater. Employees should take the amount of vacation they earn annually. Upon resignation or termination, employees will not be paid out for more than two years of vacation accruals. In the event a bargaining unit employee's death occurs during the term of this Agreement, his or her accrued vacation, if any, shall be paid to the employee's beneficiary or estate in the payout rate defined for a resignation.

ARTICLE 28

WAGES

Section 1. Effective October 1 of Fiscal Year 2019, 2020, and 2021, the City shall provide bargaining unit members with a three percent (3%) wage increase. Bargaining unit members must be employed prior to June 1 to be eligible for a wage increase in the ensuing fiscal year. The City shall establish a Wage Plan for bargaining unit employees as set forth below:

Classification	**Grade**	**Minimum Hrly/Annual**	**Maximum Hrly/Annual**
Dispatch/Communications Officer	PU6	$14.90/$30,992.00	$24.52/$51,001.60
Police Officer	PU9	$18.75/$39,000.00	$29.33/$61,006.60
Police Sergeant	PU12	$25.00/$52,000.00	$38.74/$80,579.20

Section 2. For fiscal year 2019, bargaining unit members will be brought to the new pay grade minimum or receive a three percent (3.0%) wage increase, whichever is greater.

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 payment. 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. Police Officers, Sergeants, and Dispatchers assigned to evening, evening relief, and midnight relief, and midnight shifts shall receive a shift differential premium as follows for each hour worked:

Evening	$.25 per hour
Evening Relief/Midnight Relief	$.25 per hour
Midnight	$.50 per hour

Section 6. Bargaining unit employees assigned as follows shall receive the incentive pay noted below, per hour, in addition to their base pay while so assigned:

Assignment	Incentive Pay
Canine Officer	$.25 per hour
Traffic Homicide	$.25 per hour
Motor Unit	$.25 per hour
Comms./Dispatch Training Officer	5% when training
Field Training Officer	5% when training
Detective/Vice/Plainclothes	5%

Special Weapons and Tactics	$.50 per hour
Crisis Negotiations Unit	$.50 per hour
School Resource Officer	$.50 per hour
Community Resource Unit	$.50 per hour
Lead Dispatcher	5%
Corporal Assignment	5%

Section 7. An internal employee promoted to the rank of Sergeant shall be brought to the minimum of the pay range or received a salary increase equivalent to five percent (5%) above their existing base wage, whichever is greater. In the event the internal employee was assigned to a detective specialty unit or held the rank of Corporal for two years or more and the assignment dates were within the last thirty-six months prior to the Sergeants promotion date, their salary will increase by ten percent (10%).

ARTICLE 29

RULES AND REGULATIONS

Section 1. The City shall make available electronically to all police department personnel the Departmental policies and procedures, Criminal Investigations Division (C.I.D.) Manual, 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 an new or amended rule, regulation policy, procedure, or practice to the PBA at least thirty (30) 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 30

LIABILITY/ACCIDENT

Section 1. Because bargaining unit members must devote a considerable amount of attention to their assigned mission, bargaining unit members will not be required to pay for damages to City vehicles involved in automobile accidents unless it is established that the damages were caused by the bargaining unit employee's negligence or wanton and willful misconduct. The City shall provide liability insurance which will cover a sworn Officer in the performance of his or her lawful police duties.

Section 2. The Chief of Police shall appoint a three (3) member advisory accident review board comprised of one (1) Patrol Officer, one (1) Sergeant, and one (1) Lieutenant. The

Board will convene when there is an accident with injuries, the officer is charged with the accident, or where fault is undetermined. The Board shall make a non-binding determination, if possible, as to determine the cause of the accident and how it could have been avoided. Should the City establish a City-wide accident review committee, the parties agree to reopen this Section for negotiation.

ARTICLE 31

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 32

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 33

OUTSIDE EMPLOYMENT RESTRICTIONS

Section 1. No bargaining unit employee shall engage in any other employment unless, and until, such employee has been issued written permission executed by the Police Chief and the

City's Human Resources Manager. To apply for such permission, the employee shall provide the Police Chief with a written application describing the specific nature, times, and dates of the particular employment being considered.

Section 2. The Police Chief shall notify the applicant of the acceptance or rejection of the outside employment within ten (10) days of the date of the written application. If the application is denied, the employee shall have the right to grieve said denial to the Chief of Police. If the Police Chief denies the employment, the employee has the right to appeal to the Human Resources Manager, or their designee, with no further right of appeal.

Section 3. Any employee who disregards or violates outside employment restrictions shall be subject to written reprimand, suspension, or dismissal in accordance with City and Departmental rules and regulations.

Section 4. The City shall bear no responsibility or liability for any injury while engaging in off-duty employment. Employees covered hereunder are expected to be physically and mentally fit to perform their law enforcement job duties. No employee shall receive any special consideration or benefit due to an injury or illness resulting from off-duty employment.

ARTICLE 34

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.

Section 2. The Union is in agreement with the City's Drug Free Workplace Policy being implemented with the effective date of October 1, 2018.

ARTICLE 35

ON-THE-JOB INJURY

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.

Section 3. Bargaining unit employees who sustain a compensable on-the-job injury and who are determined by competent medical authority to be temporarily, totally disabled from performing their duties shall receive workers' compensation wage benefits, as prescribed by law. For job-related injuries that take place during law enforcement duties, the City will supplement the workers' compensation wage benefit up to 100 percent (100%) of the bargaining unit employees' regular weekly gross wages during the first three (3) months from the date of the compensable on-the-job injury. For job-related injuries that do not take place during law enforcement duties, the City will . Such injury leave shall be in lieu of Workers' Compensation

wage replacement benefits and shall not exceed a total combined benefit of up to three (3) months from the date of the initial compensable injury or the date the employee is released to modified duty by the City Managed Care Network authorized treating physician, whichever date is earlier. Such regular weekly pay shall be adjusted in accordance with any wage increases as provided in the Collective Bargaining Agreement.

Section 4. After the expiration of the three (3) months of paid injury leave, bargaining unit employees shall receive the statutory 66 2/3% workers' compensation wage replacement benefits unless the employee has been released to modified or full duty by the City Managed Care Network authorized treating physician. The City Manager may, at his/her 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. Bargaining unit employees may supplement wage replacement benefits with accumulated sick leave, compensatory time and vacation leave provided that the combined income from their City leave benefits and the workers' compensation wage benefits does not exceed 100% of their regular weekly gross wages.

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/her own department or any department of the City, with no reduction in pay, based on medical verification of ability to perform the modified duty. The employee's salary while on modified duty

will be paid by his/her department even if he/she is temporarily assigned to another department for the purpose of modified duty.

Section 8. An employee who is working on authorized modified duty and who has not exhausted their three (3) months paid injury leave, will receive regular pay for partial or full day absences to attend medical appointments related to the on-the-job injury provided the employee has arranged to be excused from work in advance by supervision and has submitted verification of attendance at the medical appointment. Otherwise, the employee will not be paid regular pay but may file for workers' compensation wage replacement benefits, if eligible, or may request to be paid sick leave, if available.

Section 9. An employee who is working on authorized modified duty, and who has exhausted their three (3) months paid injury leave, will receive regular pay (i.e., no leave benefits will be charged) for the absence of less than one (1) workday for medical appointments related to the on-the-job injury provided the employee has submitted documentation of the necessity for the appointment, has arranged to be excused from work in advance by supervision, and provided the employee is at work prior to and/or after the appointment.

Section 10. In the event that a bargaining unit employee, who has exhausted their three (3) months paid injury leave, is absent for an entire workday for a medical appointment, the employee will not be paid regular pay, but may file for wage loss benefits, if eligible, or may request to be paid sick leave, if available.

Section 11. Keeping within federally protected guidelines, employees who are on total or partial disability due to a work related injury, shall report their ability to return to work progress weekly through a telephonic discussion with the Police Chief or his/her designee.

Section 12. Any employee who is injured on the job and is unable to return to work within six (6) months from the time they were properly diagnosed, treated, and followed doctor's

recommendations shall be medically terminated from the City. Treatment is defined as the prescribed procedure, such as surgery, to reach maximum medical improvement. The six (6) month time period may be extended, if warranted (ie. The employee will be able to return to full duty within eight (8) weeks, for example) by the City Manager. After medical termination, the employee may apply for his/her position when deemed eligible to return to work full duty and meets the qualifications of the job.

ARTICLE 36

PERFORMANCE EVALUATIONS

Bargaining unit members shall be evaluated at least annually in accordance with the City's Performance Evaluation System, using evaluation forms developed by the City with input from the PBA. Performance evaluations shall be prepared by the employee's immediate supervisor, and will be subject to final approval by the Chief of Police or his/her designee.

ARTICLE 37

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, 2021. It is specifically agreed between the parties that no wage increase shall be made after September 30, 2021unless 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 16 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
_____	_____
HENRY U. PARRISH III, MAYOR	MIKE SCUDIERO PRESIDENT
_____	_____
JOHN A. TITKANICH, JR CITY MANAGER	AL BOETTJER CHIEF NEGOTIATOR
_____	_____
DATE SIGNED	DATE SIGNED

City of Cocoa- Coastal Florida
PBA Voluntary Annual Time Pool Donation Form

Name:_____ No. _____

I, _____, hereby irrevocably and voluntarily authorize the donation of ____ hours of my accrued annual leave to the time pool (hereinafter the "pool") established by the collective bargaining agreement executed by the CFPBA Bargaining Unit and the City of Cocoa, Florida. I understand that my donated leave will only be used to pay CFPBA Bargaining Unit representatives to conduct or attend to union business.

Furthermore, I hereby waive all rights and claims attendant to my donation and to the pool and release the City and all its officers from any liability therefore.

_____ _____
Employee Signature Date

_____ _____
Logged in by Date

EXHIBIT B

City of Cocoa- Coastal Florida PBA

Time Pool Use Request

Name: _____ No. _____

I, _____, hereby request the use of ____ hours from the annual time pool (hereinafter the "pool") for the purpose of attending or conducting union business on _____.

I understand that the hours requested above are contingent upon an available balance in the pool. I further understand that if sufficient hours are not available, my personal vacation accrual will be reduced by the hours requested above.

_____ _____
Employee Signature Date

_____ _____
Chief's approval Date

_____ _____
Logged in by: Date

Legislation Details (With Text)

File #:	18-457	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	9/17/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	Approve the three-year contract between the City of Cocoa and the Laborers' International Union of North America (LIUNA) Local 630 Union for the contract term October 1, 2018 to September 30, 2021. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	Labor, labor union, LIUNA, Union				
Code sections:					
Attachments:	Signed LIUNA MOU Wages_09122018 FINAL LIUNA Contract 10-1-18 to 9-30-21				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 17, 2018
Agenda Date: September 25, 2018
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, City Manager
Requested Action:
Approve the three-year contract between the City of Cocoa and the Laborers' International Union of North America (LIUNA) Local 630 Union for the contract term October 1, 2018 to September 30, 2021.

BACKGROUND:

The City of Cocoa and the Laborers' International Union of North America (LIUNA) Local 630 Union worked together through negotiations for a new labor agreement and now have a tentative agreement on a three-year contract effective October 1, 2018 to September 30, 2021. The City's negotiation team included Administrative Services Director Tammy Gemmati as chief negotiator, City Manager John Titkanich, Assistant City Manager Matt Fuhrer, Finance Director Rebecca Bowman, Deputy Finance Director Lora Howell, Utilities Director Jack Walsh, and Public Works Director Ed Wegerif. LIUNA's Business Manager Ronnie Burris and Chief Steward Andy Newsome were the main representatives from LIUNA.

Negotiation meetings started on April 13, 2018 and concluded September 12, 2018 when a tentative agreement was met. The LIUNA Union will be holding their ratification vote on Wednesday, September 19. This agenda item was put together and published in advance of the vote to expedite the ratification process. During the Council Meeting on September 25, the vote results will be shared with City Council. In the event the Union does not ratify the contract, this agenda item will be

withdrawn and brought back at a later date for Council ratification.

Highlights of the contract modifications include:

Preamble
- Updated language for change from Local 678 to Local 630.

Article 1 - Union Recognition
- Updated language for change from Local 678 to Local 630.

Article 5 - Special Meetings
- 5.4 - Added quarterly Labor Management Meetings.

Article 6 - Union Stewards and Union Representation
- 6.2 - Changed assigned stewards to be area stewards instead of being assigned to a specific work area. Added alternative stewards to assist in steward duties as needed.

Article 7 - Union Business
- 7.3 - Alternate stewards shall not participate in negotiations.
- 7.10 - Changed time pool to be union business hours where the City will provide up to 100 hours annually to be used for Union functions or sponsored training.

Article 8 -Grievance Procedure
- 8.1 - Clean-up on language.
- 8.2 - Added new H: Grievances not processed within a time frame that is not extended by mutual agreement will be considered dismissed.
- 8.3 - Changed all grievance Step timeframes to 10 days.

Article 9 - Discipline and Discharge
- 9.1 - Extended discipline timeframe from 5 to 20 days. Paid administrative leave will be up to 80 hours
- 9.3 - Administrative clean-up to language.

Article 10 - Vacation
- 10.1 - Clarified tiers of vacation benefits by adding months of service.
- 10.5 &10.6 - Removed language from contract. The handbook will be used for payouts of leave and annual carryover allowance.

Article 12 - Sick Leave
- 12.1 - Administrative Clean-up on language
- 12.4 - Clarified call-in period to be at least one hour from start of shift.

Article 13 - Hours of Work and Overtime
- 13.9 - Change of Shift Differential rate for Afternoon to $.50 and Midnight to $.75 per Hour.
- 13.10 - Cleanup of Emergency Pay language to remove reference to holiday and identify how the employee is paid during an emergency period. This does not change the pay but better clarifies what is paid. Added reopener language to reopen this article in FY19 to negotiate further changes or implement emergency policy.

Article 14 - Wages
- 14.1 - 3% wage increases each year of contract (FY19, FY20, FY21).
- 14.2 - Added Cert Pay for Pool Operator and Locksmith.

Article 15 - Health and Welfare
- 15.2 - Removal of obsolete language.

Article 17 - Safety and Health
- 17.2 -Increase shoe allowance for approved employees to $120 (Regular)/215 (Electricians). There is a reopener on this section for next year to discuss whether the City will implement a shoe voucher system (shoe truck).

Article 20 - Time Off for Voting
- Removed Article from Contract

Article 25 - Reduction in Force
- 25.2 - Administrative clean-up of recall language.

Article 26 - Promotional Vacancies
- 26.1 and 26.2 - Promotional posting and consideration language revised.
- 26.3 - Voluntary demotion pay adjustment change to say the pay will be adjusted in the same amount that was received during the promotion.
- 26.6 - Added Environmental Analyst to classification that is promoted to “II” when criteria are met for position.

Article 28 - Duration
- 28.2 - Three-year contract through September 30, 2021. Only articles that have a reopener are Article 13 Hours of Work and Overtime and Article 17 Safety and Health.

Appendix B - Classification and Pay Plan
- Revised pay plan to be consistent with MOU changes implemented October 2016. Also removed obsolete positions from agreement.

Additionally, outside of this agreement a memorandum of understanding (MOU) was agreed to on September 12, 2018 that allows for equity wage adjustments for certain Classifications that did not receive equity adjustments on October 1, 2016. These adjustments are being done as of October 1, 2018 and are based on tenure with the City. Details of these wage adjustments are attached on the signed MOU.

STRATEGIC PLAN CONNECTION:

Employees - Having a three-year contract in place enables stability in the workplace. Additionally, annual wage increases committed for three years will also help retain a qualified workforce and build strong labor/management relations.

BUDGETARY IMPACT:

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

Items are budgeted by applicable Department/Division accounting lines

PREVIOUS ACTION:

At a regular City Council Meeting on February 23, 2016, Council approved a three-year contract between the City of Cocoa and the Laborers' International Union of North America (LIUNA) Local 678 Union for the contract term October 1, 2015 to September 30, 2018.

At a regular City Council Meeting on July 8, 2014, Council approved the contract revisions and wage adjustments for the Laborers' International Union of North America (LIUNA) Local 678 Union.
At a regular City Council Meeting on July 9, 2013, Council approved the wage reopener of the Laborers' International Union of North America (LIUNA) Local 678 Union.

At a special City Council Meeting on September 21, 2010, Council approved a three-year collective bargaining agreement between the City of Cocoa and Laborers' International Union of North America (LIUNA) Local 678 Union.

RECOMMENDED MOTION:

Approve the three-year contract between the City of Cocoa and the Laborers' International Union of North America (LIUNA) Local 678 Union for the contract term October 1, 2018 to September 30, 2021.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COCOA
AND
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA (LIUNA)

This is an agreement between the City of Cocoa, hereinafter referred to as City, and the Laborers' International Union of North America Local 630, hereinafter referred to as LIUNA to document agreed upon wage adjustments for the LIUNA members for purposes of equity adjustments.

The City and LIUNA agree on the following:

1. LIUNA Bargaining unit members employed prior to October 1, 2015 and that did not receive an adjustment as part of the MOU executed on September 6, 2016 are eligible for an equity adjustment wage increase in the ensuing fiscal year 2019 with an increase to base pay effective upon the contract ratification date.
2. The City shall establish an equity adjustment for bargaining unit employees as set forth below:

Hire Date Guideline	Hourly Adjustment	Annual Adjustment
After October 1, 2015	$0.00	$0.00
After October 1, 2013 - September 30, 2015 (3.1-5 Years)	$.25	$520.00
October 1, 2008 - September 30, 2013 (5.1-10 Years)	$.36	$748.80
October 1, 2003 - September 30, 2008 (10.1-15 Years)	$.50	$1040.00
October 1, 2003 or prior (15.1+ Years)	$.75	$1560.00

3. Article 14.1 (B) will be applied in the event an equity adjustment takes an employee over the pay grade maximum.
4. This agreement is separate than the negotiated across the board increases that is agreed to in Article 14.1 (A).

Mutually agreed to on September 12, 2018.

Signed: _____ LIUNA

Signed: _____ City of Cocoa

AGREEMENT

between

THE CITY OF COCOA, FLORIDA

(The City)

and

LOCAL 630

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

AFL-CIO

(The Union)

EFFECTIVE

October 1, 2018

through

September 30, 2021

TABLE OF CONTENTS

PREAMBLE **3**

ARTICLE 1 UNION RECOGNITION **4**

ARTICLE 2 UNION SECURITY AND CHECK-OFF **4**

ARTICLE 3 MANAGEMENT SECURITY/NO STRIKE **5**

ARTICLE 4 MANAGEMENT RIGHTS/EMPLOYEE RIGHTS **6**

ARTICLE 5 SPECIAL MEETINGS **9**

ARTICLE 6 UNION STEWARDS AND UNION REPRESENTATION **10**

ARTICLE 7 UNION BUSINESS **11**

ARTICLE 8 GRIEVANCE PROCEDURE **13**

ARTICLE 9 DISCIPLINE AND DISCHARGE **20**

ARTICLE 10 VACATIONS **22**

ARTICLE 11 HOLIDAYS **23**

ARTICLE 12 SICK LEAVE **25**

ARTICLE 13 HOURS OF WORK AND OVERTIME PAYMENT **29**

ARTICLE 14 WAGES **33**

ARTICLE 15 HEALTH AND WELFARE **36**

ARTICLE 16 BEREAVEMENT LEAVE **37**

ARTICLE 17 SAFETY AND HEALTH **38**

ARTICLE 18 BULLETIN BOARDS **39**

ARTICLE 19 JURY DUTY **40**

ARTICLE 20 SEVERABILITY **40**

ARTICLE 21 SAVINGS CLAUSE **41**

ARTICLE 22 PROBATIONARY PERIOD FOR EMPLOYEES 41

ARTICLE 23 SENIORITY 42

ARTICLE 24 REDUCTION IN FORCE 43

ARTICLE 25 PROMOTIONAL VACANCIES 45

ARTICLE 26 INTENT OF AGREEMENT 47

ARTICLE 27 – DURATION 47

APPENDIX A - EMPLOYEE GRIEVANCE FORM 49

APPENDIX B -CLASSIFICATION AND PAY PLAN 51

SIGNATURE PAGE 53

PREAMBLE

This Agreement is entered into as of October 1, 2018, between the City of Cocoa, hereinafter referred to as the City, and Laborers' International Union of North America (AFL-CIO) (LIUNA) Local 630, hereinafter referred to as the Union. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and peaceful means of resolving any differences or misunderstandings which may arise, and to set forth basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other terms and conditions of employment. There shall be no individual arrangement contrary to the terms provided. Either party shall be entitled to require specific performance of the provisions of this Agreement. It is understood that the City of Cocoa is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general wellbeing of the public and both parties recognize the need of continuous and reliable service to the public.

ARTICLE 1 UNION RECOGNITION

1.1 The City recognizes the Union as the exclusive collective bargaining representative for those employees that the Union is authorized to represent (see Appendix B for those positions included in the bargaining unit) for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

1.2 It is further understood and agreed that the International Representative or Business Manager of Laborers' International Union of North America Local 630, or an alternate, will be the official spokesperson for the Union in any matter between the Union and the City. Any alternate designated by the Business Manager shall be designated in writing and the period of time covered by such designation shall be included in such written designation.

ARTICLE 2 UNION SECURITY AND CHECK-OFF

2.1 The City will make available to all employees in the bargaining unit a copy of this Agreement.

2.2 Upon receipt of a written authorization from an employee covered by this Agreement, the City will deduct from the employee's pay the amount owed to the Union by such employee for dues. It is understood that this provision will provide for regular deductions per pay period. The City will remit to the Union dues deductions of members within thirty (30) days of each payday. The City's remittance will be deemed correct unless the Union gives written notice to the City within thirty (30) days after a remittance is received, of its belief, with reasons stated therefore, that the remittance is incorrect. All Union dues shall be collected by the City by payroll deduction and paid to the Union in the above manner. Written notice of changes in the Union membership

dues rate will be sent by certified mail to the City signed by the authorized officer(s) of the Union, at least thirty (30) days in advance of the effective date of such change.

2.3 No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount of dues to be checked off.

2.4 Any employee may withdraw membership in the Union upon sixty (60) days written notice to the Union and the Human Resources Division.

2.5 The Union will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City regarding any check-off of Union dues.

2.6 The City shall provide the Union, upon request, a complete roster of the bargaining unit including name, address, telephone number, classification, and current pay rate. The City shall furnish the Chief Steward and Business Agent a copy of the City Personnel Policies, including any and all changes thirty (30) days prior to their implementation if the changes therein affect bargaining unit employees.

ARTICLE 3 MANAGEMENT SECURITY/NO STRIKE

3.1 Neither the Union nor any of its officers, agents, or any employees covered by this Agreement will instigate, promote, sponsor, engage in or condone any strike or intentional interruption of the operations of the City during the term of this Agreement. Management shall have the right to discharge or otherwise discipline for just cause, any or all employees who violate the provisions of this paragraph.

ARTICLE 4 MANAGEMENT RIGHTS/EMPLOYEE RIGHTS

4.1 Except as specifically abridged, delegated or modified 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 each of its constituent agencies.

B. Exercise control and discretion over the organization and efficiency of its operations.

C. Set minimum performance standards for service to be offered to the public.

D. Change, modify or alter the composition and size of the workforce, including the right to lay off and/or relieve employees from duties because of lack of work, funds, or other legitimate reasons.

E. Determine the location, methods, means and personnel by which operations are to be conducted.

F. Transfer, assign, schedule employees in positions within the organizational structure of the City.

G. Change or modify the number, types, and grades of positions or employees assigned to an organization, unit, division, department, or project.

H. Decide the scope of the service.

I. Hire, examine, classify and/or otherwise determine the criteria and standards of selection for employment.

J. Fire, demote, suspend or otherwise discipline employees for just cause.

K. Test employees pursuant to the provisions contained in this Agreement.

L. Promote and/or otherwise establish criteria and/or procedures for promotions.

M. Recall employees.

N. Determine the starting and quitting time and the number of hours and shifts to be worked, including emergency call-ins for hurricanes, storms, etc.

O. Determine the allocation and content of job classifications; and formulate and/or amend job descriptions, with a copy to be provided to the Union prior to implementation.

P. Determine training parameters for covered positions, including persons to be trained, extent and frequency of training, with reasonable accommodation to provide equitable distribution of training opportunities.

Q. Merge, consolidate, expand, curtail, transfer, contract and/or subcontract work for legitimate reasons or discontinue operations, temporarily or permanently, in whole or in part.

R. Create, expand, reduce, alter, combine, assign, or cease any job.

S. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement.

T. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any shift or work location.

U. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment.

V. Carry out the mission and responsibility of the City in unusual and/or emergency situations.

W. Exercise those rights and powers which are incidental to the rights and powers enumerated above.

4.2 The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the City. Any of the rights, powers, and authority that the City had prior to entering into this collective bargaining agreement are retained by the City.

4.3 Employee Rights. The exercise of the above rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on terms and/or conditions of employment.

4.4 An employee covered by this Agreement shall have the right to join or refuse to join in Union activity without interference, coercion, intimidation by management or any other employee of the City, or by the Union.

4.5 All employees have the right to union representation in meetings with management when questioning relates to an investigation, when there is reasonable expectation that disciplinary action may result, and during grievance hearings.

4.6 All employees have the right to be notified by the City of any hazardous waste, toxic chemicals, or substances in his/her employment which may endanger or cause death to the employee or members of his/her immediate family.

4.7 All employees have the right to a fair hearing and resolution of grievances without fear of discharge, threat or reprisal, or discrimination because the employee has filed an appeal, grievance charges, or given testimony against the City or another employee, regardless of status. 4.8

All employees have the right to file valid claims for compensation or to attempt to claim compensation under the Workers' Compensation Act without fear or threat, intimidation or

coercion by reason of such claim.

ARTICLE 5 SPECIAL MEETINGS

5.1 The City and the Union agree to meet and confer on matters of interest upon written and/or email request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written and/or email request and at a time and place mutually agreeable to both parties. The Union shall have the right, at these special meetings, to recommend to the City corrections to any inequities known to the Union. Informal meetings may be held at any time upon verbal agreement of the Union and the City.

5.2 In the event either party desires to modify a certain article contained in this Agreement, by mutual consent, a letter of agreement may be drafted and signed by the parties to supersede said article or provision.

5.3 Union Stewards may meet for two (2) hours a month at a predetermined time and place during working hours to discuss City issues to determine if a special meeting with the City is needed. The purpose of the stewards meeting is to help improve communications in the City.

5.4 The Administrative Services Director or his/her designee and the LIUNA Business Agent or his/her designee agree to convene discretionary quarterly for a “Labor Management Meeting” to confer on matters of interest to each party. These meetings shall be held at a time and place mutually agreeable to the parties and shall be comprised of the LIUNA Business Manager and the

Chief Steward, or his/her designee from the Union unless the parties mutually agree to a different number.

5.5 The parties must agree that neither Special Meetings nor the Quarterly Labor -Management Meetings shall be used to renegotiate the terms of this Agreement or to discuss matters addressed in the grievance process.

ARTICLE 6 UNION STEWARDS AND UNION REPRESENTATION

6.1 The City recognizes and shall deal with all accredited Union Stewards and any other officer listed in Article 1.2 of this Agreement in all matters relating to grievances and interpretation of this Agreement.

6.2 The employees covered by this Agreement shall be represented by Five (5) area stewards who represent their department/division, five (5) alternate stewards to act as a steward only if the normal steward is off work and one (1) Chief/Roving Steward.

The Chief Steward mentioned above is assigned by the Business Manager. A written list of the Union Stewards shall be furnished to the City prior to the effective date of their assuming duties of office. The Union shall notify the City of any changes of such Union Stewards. No Union Steward will be granted time off from his or her job for the purpose of grievance handling unless such notification has been received.

The City recognizes the Union's designated Chief Steward's responsibilities to the members. In addition, the Chief Steward, or designee, may serve as an alternate for any area Steward due to vacation, leave of absence, extended sick leave, or if the Steward is absent or otherwise not available.

6.3 Officials of the Union designated by Article 1.2 of this Agreement may, with proper notification, be admitted to the property of the City. An Official of the Union as designated in Article 1.2 shall be able to talk with the employees before or after regular working hours or during lunch hours on City property in accessible areas so designated by the City. With proper authorization, which will not be unduly withheld, the Union representative will be admitted during working hours.

ARTICLE 7 UNION BUSINESS

7.1 This Article outlines the duties and responsibilities of Union Stewards in performing their functions as recognized Union representatives. In those cases which cannot be resolved otherwise, Union Stewards shall be granted reasonable time off during working hours, without loss of pay, to investigate and settle grievances on the job site which is within their jurisdiction, upon notifying and securing verbal permission from a member of management of the Union Stewards and the grievant. If a steward fails to obtain permission to leave and/or enter the job site as outlined in this section, he/she will be subject to disciplinary action. Such permission shall be granted without unnecessary delay unless the Union Steward or grievant is performing duties requiring his or her immediate attention, as determined by the superintendent or designee. At no time will a Union Steward be paid overtime for performing Union business. If permission cannot be immediately granted, the City will arrange to allow investigation of the grievance at the earliest possible time.

7.2 Stewards are responsible for grievance handling within their respective work areas. If it is necessary for a Steward from another work area to represent an employee in a grievance, such substitution will be in lieu of the area Steward. In no case will more than one (1) Steward participate in/represent a grievance unless mutually agreed to in advance by the City and the Union.

7.3 Members of the Union negotiating team will be allowed time off with pay for negotiation meetings which occur during the employees regular work hours, work shift, or work day. No regular or overtime (premium) pay will be authorized for time spent in negotiations beyond the Steward's normal work day. Alternate stewards shall not participate in Negotiations.

7.4 Union Stewards shall be members of the bargaining unit who have satisfactorily completed their probationary period.

7.5 It is agreed that all Union Stewards have productive work to perform as assigned by the City. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by the Union Stewards in investigating, presenting, and adjusting grievances or disputes. Solicitation of any and all kinds by the Union, including the solicitation of grievances and membership, shall not be engaged in during working hours. No general Union Membership meetings shall be held on the City's time.

7.6 Union Stewards are subject to all City rules regarding the conduct of the employees of the City.

7.7 While on leave of absence for disciplinary reasons, no employee shall function as a Union Steward.

7.8 When it is necessary for a Union Steward to enter an area other than the Union Steward's own work area for the purpose of conducting Union business authorized by this Agreement, the Union Steward shall notify a member of management of that area of the Union Steward's presence and the nature of the Union Steward's business. Such circumstances should only occur if the department's Union Steward or alternate Union Steward are unavailable or absent.

7.9 In order to minimize loss of productivity, Stewards are expected to avoid any unreasonable or unnecessary time away from their work for the purpose of representation/settlement of grievances. Any allegations by the City which indicate that a Union Steward or Union Representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Human Resources Division for discussion with the Union's Business Manager or designee. The Human Resources Division shall have the right to require the Union to refrain from such excessive time spent performing the activities specified in this section.

7.10 The City, whenever possible, when business requirements are not impacted and there is not a financial impact to the City, may grant approval for union business leave for any Union Steward of the Union to attend union functions or sponsored training. This union business leave shall not exceed 100 hours per fiscal year. Such union business leave needs to be requested and coordinated with the Chief Steward and/or Business Manager, and approved by the member's manager in advance, similar to vacation leave.

ARTICLE 8 GRIEVANCE PROCEDURE

8.1 A grievance, within the meaning of this Agreement, shall be defined as a dispute regarding the interpretation and/or application of a specific clause of this Agreement arising during the period of time expressly covered by this Agreement.

Members of the bargaining unit will follow all written and verbal directions given by supervision. Compliance with such directions will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the

grievance. Newly hired probationary employees do not have recourse through the grievance and arbitration procedure for disciplinary or termination actions.

No grievance will or need be entertained or processed, unless prepared in writing in the manner described herein and unless filed in the manner provided herein within the time limit prescribed herein. Employees are encouraged to meet informally with their supervisor to attempt to resolve the issue and may request union representation prior to filing a written grievance.

All grievances must be delivered to the Human Resources Division on the approved Grievance Form and contain all appropriate, original signatures.

8.2 Rules of Grievance Procedure:

A. At any step of the grievance procedure, nothing shall be construed to prevent any bargaining unit employee from presenting, at any time, his/her own grievances and having such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the collective bargaining Agreement then in effect.

Should the employee proceed on his own, all costs ordinarily attributable to the Union shall be the responsibility of the employee.

If an employee covered by this Agreement files a grievance without Union representation, the Union shall have the right to be notified of such grievance, hearing dates and to have its Steward or Representative present during the hearing. In such cases, the Union shall be furnished with a copy of the written grievance and the City's response to the grievant at each step of the grievance procedure.

B. A written grievance with original signatures shall be dated and signed by the aggrieved employee and the Union representative presenting it. All grievances advancing beyond

Step 2 must be delivered to the Human Resources Division on the approved Grievance Form (see Appendix A) and contain all appropriate, original signatures. A written decision to the employee shall also be forwarded to the Union representative and shall be dated and signed by the appropriate City representative.

C. When a written grievance is presented, the City shall acknowledge receipt by signing and dating same.

D. A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to answer within the time limits set forth in any step will entitle the grievant to proceed to the next step. If the grievant is satisfied with the City's response at any step, the grievance will not be processed further by the grievant.

E. All written grievances must include:

1. A complete statement of the grievance and facts upon which it is based.
2. The remedy or correction requested.
3. The specific section or sections of this Agreement and/or Personnel Policies claimed to have been violated.
4. Original signature of grievant and date submitted.

F. The City is not required to process any grievance which does not include all required information.

G. At any step of the grievance procedure, the grievant may request that a Union Steward be present and a designee may be appointed to act on behalf of the City official responsible at that step.

H. 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 the union does not initiate the grievance or appeal a decision of management within the time limits specified, the grievance shall be considered dismissed.

8.3 PROCEDURE

STEP 1: The grievant shall discuss the grievance with his/her Superintendent/ Division Manager or designee within ten (10) working days of the aggrieved employee's and/or Union's knowledge of the occurrence of the action giving rise to the grievance. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The Superintendent/Division Manager or designee shall reach a decision and communicate it both orally and in writing to the grievant within ten (10) working days from the date of the meeting.

STEP 2: If the grievance is not resolved informally, and as outlined in Step 1, the grievant, within ten (10) working days, may submit the original, written grievance, to the Department Director or designee. The grievance shall indicate that it was discussed with the Superintendent/Division Manager or designee. The grievance shall include all written responses. The Department Director or designee shall investigate the grievance and shall have a meeting with the employee, the Union representative, other employees, members of the public, witnesses, and/or supervision, etc., as deemed necessary. The Department Director or designee shall notify the employee and the Union representative of the decision, both orally and in writing, within ten (10) working days following the meeting or completion of the investigation, whichever is later.

STEP 3: If the grievance is not settled at the second step, the Union representative and/or grievant may present the original written grievance, with all prior responses attached

thereto, to the Human Resources Division for review by the City Manager within ten (10) working days of issuance of the decision of the Department Director or designee in Step 2. The City Manager, or designee, shall meet with the employee, the Union representative, supervision/management, and other parties as deemed necessary, to discuss the grievance within ten (10) working days of receipt of the grievance. The City Manager, or designee, shall issue a written decision to the employee and the Union representative within ten (10) working days after the hearing.

Termination of any employee covered by this Agreement shall permit the terminated employee or Union representative, if the Union representative is serving at the employee's request, to initiate and appeal the termination, at the third step as provided in this Section; i.e., to the City Manager or designee within ten (10) calendar days of receipt of the notice of termination.

STEP 4: If the grievance is not satisfactorily settled in Step 3, the Union must notify the City Manager of the intent to arbitrate and their submittal to the Union's E-Board for arbitration approval by the grievant providing written notice to the City Manager within ten (10) working days of receipt of the decision of the City Manager or designee. The final decision to arbitrate shall be provided to the City Manager within forty-five (45) calendar days of the City Manager's Step 3 response. Within ten (10) days of the Union's notification, the Union shall request a panel from the Federal Mediation and Conciliation Service (FMCS). Within fourteen (14) calendar days of receipt of the panel, the parties shall select an arbitrator by alternate striking of names, with the grievant striking first. The parties shall also have the option of agreeing upon the name of an arbitrator in lieu of selecting an arbitrator from the names on the panel. Each party has the right to request one (1) new panel of arbitrators prior to striking. Hearings before the arbitrator shall be

conducted in accordance with the rules of the Federal Mediation and Conciliation Service. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to, and/or detract from the terms of this Agreement.

1. Awards or settlements of grievances by the impartial arbitrator will not be retroactive unless specifically determined to be retroactive by the arbitrator.
2. The settlement of a grievance by the City Manager at any step, and the terms contained herein, shall not have any prospective binding effect on the City unless specifically agreed to by the parties in writing.
3. 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.

   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 specifically covered by this Agreement. The arbitrator shall confine himself or herself exclusively to the contract issue which is presented to the arbitrator.

   The arbitrator must limit consideration to the facts, allegations, and relief requested in the written grievance submitted at Step 2 and may not consider any issue or relief not requested in the written grievance, or which does not meet the definition of a grievance as set forth herein.

4. The party filing the grievance and requesting arbitration shall, at all times, have the burden of proving that any action taken by the non-grieving party violated a specific provision of this Agreement. The arbitrator's decision will be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in Circuit Court. The parties agree that the standard of review of the arbitrator's decision shall be whether the record evidence established that the grieving party met its burden of proving that the action taken by the non-grieving party violated a specific provision of this Agreement.

5. All claims for back wages shall be reduced by any unemployment compensation and interim earnings that the grievant may have received during the period involved.

6. The provisions herein shall control the proceedings of any grievance or arbitration pending on the effective date of the Agreement.

7. Each party shall bear the expense of its own witnesses and its own legal representatives. The fees and expenses of the arbitrator shall be borne equally by the parties. Any party requesting a copy of the transcription of the arbitration hearing shall bear the cost of same.

8. 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) days of the hearing.

8.4 Grievances filed by the Union:

A. Only the Union's Business Manager and/or Chief Steward may file a grievance in the name of the Union, or as a class action.

B. A grievance filed by the Union may be initiated at Step 3. If the grievance is not satisfactorily resolved between the Business Manager and/or the Chief Steward and the City Manager, or designee, the grievance may be submitted for arbitration under the provisions of Step 4 above.

ARTICLE 9 DISCIPLINE AND DISCHARGE

9.1 Management shall have the right to discipline, demote, or terminate a bargaining unit member for just cause. The employee will be furnished with a written statement of charges of the alleged offense(s). Such statement of charges shall cite the specific section(s) of this Agreement and/or City Personnel Policies claimed to be violated. The employee shall have reasonable time to prepare for a defense against the charges and shall be afforded due process. Discipline shall normally be administered within twenty (20) working days of the alleged offense(s), or knowledge thereof, unless the employee is notified in writing that disciplinary action may be taken, pending completion of an investigation regarding the allegations.

In cases requiring an investigation, disciplinary action will not be taken until the conclusion of the investigation. An employee may be placed on administrative leave, with or without pay, during an investigation, if it is determined to be in the best interest of the City. In no case will an administrative leave with pay exceed eighty (80) hours. With the exception of criminal investigations, the normal investigation should not take more than two (2) weeks for completion. An extension may be requested in writing, as needed.

The City reserves the right to immediately suspend an employee without pay, without notice, when it is determined by the City that the employee's continued presence constitutes a threat or hazard. However, the employee must be notified within three (3) working days of charges.

In the event the employee receives written notification that termination is recommended, the employee may, within five (5) working days of receipt of the notice, contact Human Resources to request a pre-termination hearing or file a grievance. At no time may an employee request a pre-termination hearing and later file a grievance on the matter. The pre-termination hearing shall be conducted by the City Manager or designee and the Human Resources Manager or designee within ten (10) working days of receipt of the employee's request. At the pre-termination hearing, the employee will be given the opportunity to respond to the allegations. An employee may request the presence of a Union Steward at the hearing, and the Steward may speak on behalf of the employee in response to the allegations. Within ten (10) working days after this hearing, the City Manager shall render a written decision regarding the employee's status.

9.2 Employees shall have the right to review their personnel files upon request. Employees shall have the opportunity to submit a written statement responding to any reprimands which will be or are entered in their personnel file. Employees shall receive a copy of disciplinary documents placed within their personnel file.

9.3 Discipline in an employee's personnel file shall be used in progressive discipline against the employee as follows: verbal warning for one (1) year, written reprimand for two (2) years, and a suspension for three (3) years. Discipline actions involving harassment or workplace violence

not resulting in termination can be used in progressive discipline for five (5) years from date of occurrence.

9.4 Normally, progressive disciplinary action (oral reprimand, written reprimand, suspension without pay and termination) will be followed. However, the nature and seriousness of an employee's offense will be of primary importance and could result in suspension or termination without previous oral or written reprimand.

Oral reprimands are for a minor or infrequent offense in which the employee is counseled concerning the behavior or work performance and advised regarding necessary improvement.

A written reprimand is for an employee who has failed to respond to an oral reprimand or for a more serious offense in which a verbal warning is deemed insufficient for the offense.

A suspension without pay is used as a disciplinary action when a written reprimand has not resulted in a satisfactory change in the employee's conduct or when a written reprimand is deemed insufficient for the offense.

Discharge may be imposed when previous disciplinary actions have failed to bring a satisfactory change in conduct or when lesser action is deemed insufficient for the offense.

ARTICLE 10 VACATIONS

10.1 Employees shall accrue vacation based on their anniversary date in accordance with the following schedule:

Years of Service	Vacation
1-3 (0-36 months)	80 hours
4-10 (37-120 months)	96 hours
11-15 (121-180 months)	120 hours

16 and over (181 months and over) 176 hours

10.2 Vacation shall be earned during the first year of employment. Employees completing six (6) months of service are entitled to use their accrued vacation.

10.3 Vacation requests will be considered in the order in which they are submitted to management. Vacation requests must be submitted by the employee in writing and approved in advance by the appropriate member of management. Division seniority shall be considered only when two or more vacation requests are submitted at the same time for the same days off, i.e., pre-approved vacations cannot be revoked by a later vacation request by a more senior employee. The City will make every effort to authorize the vacation request of the employee consistent with the requirements of its operations. No vacation leave shall exceed thirty (30) working days per calendar year unless authorized by the City Manager or unless authorized in conjunction with Family and Medical Leave.

10.4 When accumulated sick leave has been exhausted for an absence under Family and Medical Leave, the employee will use accrued vacation leave, to the extent available, for the remainder of the Family and Medical Leave.

10.5 When a holiday falls within an employee's scheduled vacation period, the holiday shall be paid as holiday pay and will not be charged to the employee's vacation leave.

ARTICLE 11 HOLIDAYS

11.1 The following holidays are authorized for employees covered under this bargaining agreement:

A. New Year's Day (January 1)

B. Martin Luther King, Jr.'s Birthday (3rd Monday in January)

C. President's Birthday (3rd Monday in February)

D. Memorial Day (last Monday in May)

E. Independence Day (July 4)

F. Labor Day (first Monday in September)

G. Veteran's Day

H. Thanksgiving Day

I. The day after Thanksgiving Day

J. Day before or the Day after Christmas Day as established by the City Manager annually

K. Christmas Day (December 25)

11.2 Employees who do not work on a holiday will receive straight time holiday pay for the number of hours equal to their regularly scheduled shift for that day. An employee who performs work on a holiday will receive overtime pay for all hours worked plus straight time based on the regularly scheduled shift for holiday pay (excludes stand-by and call-ins).

11.3 A permanent, full time employee shall receive payment for any paid holiday unless:

A. The employee is on any unpaid leave of absence, no-pay suspension, or is on layoff on the day the City observes the holiday.

B. The employee is scheduled to work the holiday and does not report to work.

C. The employee is scheduled to work on the last regular day preceding the holiday or the next regular work day following the holiday and does not report for work, or does not work the entire shift, unless on approved vacation, or excused by the employee's supervisor

for an approved medical absence (sick leave), which may require a physician's statement verifying the employee was seen by the physician on the/or before the date of absence, treatment prescribed and employee was medically unable to work on date of absence.

11.4 When any of the holidays established herein occurs on a Sunday, the following Monday shall be observed as the holiday; when any holiday occurs on a Saturday, the preceding work day shall be observed as the official holiday.

For those employees covered by this Agreement whose regular work week includes Saturday and/or Sunday, holidays falling on a Saturday or a Sunday shall be observed by such employee on the actual day of occurrence.

ARTICLE 12 SICK LEAVE

12.1 Employees accrue eight (8) hours sick leave per month, provided the employee works a minimum of ten (10) days per month. New employees may not use any accrued sick leave until satisfactory completion of the initial six (6) months of probation, unless the necessity for the absence has been verified by a physician's statement.

12.2 SICK LEAVE MAY BE USED FOR THE FOLLOWING REASONS:

- Legitimate illness of employee.
- Serious health condition of spouse, child(ren), or employee's own parent(s) with a serious health condition, in accordance with the provisions of the Family and Medical Leave Act.
- Routine illness of spouse or children.
- Non-job related accident/injury preventing performance of employee's duties; or to supplement Workers' Compensation wage benefits in the event of a compensable on-

the-job injury/accident provided the combined income from Workers' Compensation wage benefits and sick leave does not exceed 100% of regular gross pay.

- Scheduled medical, dental, psychological, psychiatric, optical, chiropractic, or Employee Assistance Program (EAP) appointment, treatment, or examination; or rehabilitation or therapy for alcoholism, drug addiction, or other addictive condition of employee.

  In order to receive sick leave pay for an absence which exceeds three (3) days within a thirty (30) day period, medical certification from a doctor may be required to verify illness. The three (3) days do not have to be consecutive.

12.3 PERSONAL LEAVE USAGE

Employees are allowed to use two (2) work days of accrued sick leave (the number of hours depending upon the employees' normal work schedule), each fiscal year for personal business reasons. Requests for personal leave must be approved in advance by supervision. If an employee does not use the allowed personal leave during the fiscal year, the unused hours are maintained in the sick leave balance. Unused personal leave hours are not carried over into a subsequent fiscal year for additional personal leave use. If an employee records on the weekly time sheet personal leave use in excess of the amount authorized each fiscal year, the excess number of hours will automatically be charged to accrued vacation, if available, or will be "no pay".

12.4 All employees are required to personally notify their supervisor or designee at least one (1) hour prior to their scheduled reporting time on the first day and each succeeding day of absence due to illness. Shift workers are required to report absence due to illness at least two (2) hours prior to the start of the shift. Notification of absence can be made by someone other than the

employee only if the employee is incapacitated. Documentation/verification of incapacity may be required by management.

In order to assure that employees are able to timely provide notification of absence as required herein, management will provide appropriate telephone numbers (home, pager, cellular telephones) of management.

12.5 Absences charged to sick leave will be subject to investigation, as deemed appropriate by management. The employee will furnish adequate explanation of his/her illness to supervision to determine if sick leave is to be paid. An employee may be subject to disciplinary action for excessive use of sick leave as determined by the City.

The City may require any employee to undergo a medical examination by an assigned medical doctor at any time to ascertain whether the employee is physically and mentally capable of performing any and all duties required of his classification. This examination will be conducted on City's time and at City's expense.

12.6 Sick leave will be charged only against an employee's regular work day, and shall not be charged for absences occurring on pre-arranged overtime work days, unscheduled call-in overtime days or holidays for which the employee was scheduled to work.

12.7 An employee on temporary, total disability confirmed by competent medical authority because of an occupational disability and who is receiving Worker's Compensation benefits may elect to receive a supplemental sum equal to the difference between the employee's wages and compensation benefits, but such supplemental sum shall be deducted from accrued sick leave and vacation leave credits. When sick leave and vacation leave accruals have been exhausted, the employee if still on temporary disability, will receive only Workers' Compensation benefits.

Under no circumstances will an employee receive full pay for sick leave and Workers' compensation wage benefits.

12.8 Sick leave may not be taken during the notice period for resignation, except for legitimate illnesses and/or in increments of less than one day. Any time used in excess of eight (8) hours must be accompanied by a doctor's note.

12.9 The City reserves the right to implement or not implement a sick incentive program based on budgetary restraints.

12.10 PAYMENT OF SICK LEAVE UPON TERMINATION, RETIREMENT, DEATH

The following provisions apply to payment of accumulated sick leave upon termination, retirement or death.

1. Upon termination of employment with the City in good standing [resignation with two (2) weeks' notice, layoff, disability retirement or early retirement] subsequent to completion of at least sixty (60) months consecutive service, employees will be paid 25% of accrued sick leave, up to a maximum payment of 720 hours. Employees who are discharged for cause/misconduct or who terminate for any reason prior to sixty (60) months consecutive employment are not eligible for any payment of sick leave.
2. Upon normal retirement from the City (provided the employee has at least ten (10) years' continuous service) which is simultaneous with termination and as defined by the retirement plan of which the employee is a member, an employee will be paid 66 2/3% of accrued sick leave, up to a maximum payment of 720 hours.

3. In the event of the death of an employee, payment of accrued sick leave to the employee's beneficiary/estate will be in accordance with the provisions outlined above, with amount of payment based on length of service (i.e. if employee was eligible for normal retirement on the date of his death, accrued sick leave will be paid in the same manner as for normal retirement).

4. The use of sick leave to extend the employee's termination date, i.e., in order to receive a 100% of accumulated sick leave is prohibited.

12.11 Employees who fail to comply with rules and regulations governing the use of sick leave will not be paid for those days of absence and will also be subject to disciplinary action.

ARTICLE 13 HOURS OF WORK AND OVERTIME PAYMENT

13.1 The purpose of this Article is to define hours of work, but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided herein.

13.2 The normal work week will be forty (40) hours in a seven (7) calendar day period.

13.3 Except where otherwise specified herein, overtime will be paid at time and one-half (1 ½) the employee's regular pay rate for all hours worked in excess of forty (40) hours of actual work in a scheduled work week. Work schedules will not be changed without five (5) working days notice. Bereavement leave and advanced scheduled vacation are considered time worked for overtime calculations provided each were requested and approved in the previous work week. Sick leave will not be considered as time worked for overtime calculations.

13.4 An employee called back to work due to standby status, or an emergency shall earn a

minimum of three (3) hours call back pay which is considered time worked for overtime calculations. An employee does not receive three (3) hours call-back pay for each call back in a work day. If an employee is called back more than once (1) in a work day and his total time is less than three (3) hours, the employee will receive a minimum of three (3) hours call back pay. An employee on standby status will receive credit for one (1) hour per day Monday through Friday, and two (2) hours per day for Saturday, Sunday or holiday which counts as time worked for the purpose of computing overtime.

13.5 A City Division requiring workers to be available for emergency work, standby work or overtime work shall initiate and post a format for scheduling workers for duty or availability. If an employee is required to continue work beyond the normal work day then Article 13.3 shall apply. If an employee has been dismissed or released from the work day and is called out to work that same day, then the employee shall be credited with a minimum of three hours of work towards overtime. Only one call out credit can be received during a twenty-four (24) hour period. All work shall be credited towards overtime including up to one-half (½) hour between receiving a call or page and reporting for work. Call out time ends when the employee is dismissed or released by the supervisor at the City work location. The three-hour minimum is not in addition to hours worked, but is considered included in hours worked.

The City may furnish cellular phones, beepers, or require the employee to have a telephone as a condition for being on standby status.

13.6 No employee may authorize overtime for himself or herself but shall be entitled to receive payment for overtime as authorized by management.

Overtime work shall be distributed equitably among employees in a particular job

classification within a particular organizational unit as far as the character of the work permits. Although temporary imbalances in the equitable distribution of overtime may occur, departmental management shall make its best efforts to distribute overtime fairly and equitably over an extended period of time. Departmental management shall maintain overtime records, and shall make information concerning overtime available upon request to a Union Steward of the department.

13.7 Overtime payments shall not be duplicated for the same hours worked under any terms of this Agreement.

13.8 An employee who works out of his or her classification, due to absence of another employee in another position or due to a vacant position, for a period of sixteen (16) hours or less shall not receive additional compensation. An employee who works out of classification due to absence of another employee in another position or due to a vacant position for a period of more than sixteen (16) hours and that classification pays a higher rate than that of the employee's classification will receive a 5% salary increase or the minimum rate of the acting classification, whichever is greater, for all time worked in the higher classification. An employee's pay rate shall not be reduced if the employee is required to work in a lower classification.

The temporary salary increase for out-of-classification assignments shall not continue beyond the temporary assignment; such temporary compensation is not given unilaterally or provided indefinitely to employees perceived to be performing duties of a higher classification while the department/division is fully staffed. This compensation is solely for temporary work assignments in the absence of an employee in an authorized budgeted position for a minimum of forty (40) consecutive hours.

13.9 Employees of the City of Cocoa assigned to a regular afternoon shift shall receive a shift

differential of fifty cents ($.50) per hour. Employees assigned to a regular midnight shift shall receive seventy-five ($.75) per hour shift differential assignments. It is understood shift differential will not be paid due to temporary assignment or additional overtime assignments.

13.10 If the Mayor, or designee, determines in his/her sole discretion, that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, the provisions of this Agreement may be suspended by the City for the duration of the declared emergency; provided, however, that wage rates and monetary fringe benefits shall not be suspended.

The Union retains the right, however, to grieve within ten (10) days of the cessation of emergency conditions the effects of any suspension of contract provisions.

In the event that the City closed administrative and other offices/facilities due to inclement weather (e.g. hurricanes), civil disaster, or other emergency situations, employees will receive emergency pay at straight pay for hours that were not worked for their regular work schedule. An employee who performs work during the disaster period will receive overtime pay for all hours worked plus emergency pay for their regular scheduled shift (excludes standby-by and call-ins). During such emergency, if the City establishes temporary offices/facilities or directs employees to report to work at a work site other than their usual work site, the employees will be required to report to work. The City reserves the right to reopen this article during FY19 to negotiate further contract changes.

ARTICLE 14 WAGES

14.1 A. The City shall provide LIUNA bargaining unit members with a three percent (3%) wage increase effective October 1 of fiscal year 2019, 2020, and 2021. Bargaining unit members must be employed prior to June 1 to be eligible for a wage increase in the ensuing fiscal year.

B. If an employee's wage is at the maximum for the position, the wage will be frozen at that level and the employee will receive a lump sum payment in the amount of the current wage increase. No wage increases will be permitted until or unless such employee is promoted to a higher position or the pay level is adjusted beyond the employee's current pay level.

14.2 Certification/Licensure Programs:

A. Service Requirement – Completion of at least one (1) year of service with the City as of October 1st of each year is required for an employee to receive payment for professional certification related to the employee's position. Payment will be processed in November timeframe, and wages are subject to tax withholding.

B. Certification Date – The certification(s) must be current and must have been issued no later than April 1st of the year for which payment is requested.

C. Eligible Professional Certifications/Licensures

- Automotive Service Excellence (ASE) Certification

First Certification	$50 year
Each Additional Certification	$25 year
Maximum	$150 year

- Master Mechanic Certification $150 year

Maximum	$300 year
• Herbicide Pesticide Certification	
First Certification	$50 year
Each Additional Certification	$25 year
Maximum	$100 year
• Certified Pool Operator	$50 year
• Certified Nursery Professional Certification	$100 year
• Backflow Tester Certification	$100 year
• Backflow Repair Certification	$100 year
• Water/Wastewater Plant Operators	
Class “C” License	$100 year
Class “B” License	$50 year
Class “A” License	$50 year
Maximum	$200 year
• Water Distribution System Operator	
Class 3 License	$100 year
Class 2 License	$50 year
Class 1 License	$50 year
Maximum	$200 year
• Wastewater Collection System Operator	
Class C Certification	$100 year
Class B Certification	$50 year

Class A Certification	$50 year
Maximum	$200 year

- Electrician

Journeyman Electrician	$100 year
Master Electrician	$100 year

- Locksmith

Professional Locksmithing	$100 year
Advanced or Commercial Locksmithing	$50 year
Maximum	$150 year

- Commercial Driver's License (CDL)

D. Employees whose job description requires a Commercial Driver's License, and who do not possess it at the time of employment promotion will be reimbursed the actual cost of the license upon attainment and presentation of a receipt to the employee's Superintendent. Additionally, employees whose job description requires a CDL shall be reimbursed the actual cost of the renewal of the CDL license upon presentation of a receipt to the employee's Superintendent. The City will not provide reimbursement for lost licenses.

E. The City shall pay, on a one-time basis, the fees associated with attaining a State of Florida Class "C" water or wastewater operator's certification and each time renewal is needed (one time) for each re-certification for employees who are employed in the classification of water or wastewater Apprentice Operator or Operator C, B or A, or Water Distribution/Wastewater Collections certifications.

The employee shall assume responsibility for all fees associated with re-testing. Although the City will reimburse for the expense of the certification, only the licenses for Operators and Distribution workers will be eligible for License certification pay. Wastewater Collection certifications will also be recognized for Certification Pay as there is no current license requirement for Wastewater Collections at this time.

F. The City shall pay the fees associated with attaining certifications required for LIUNA positions, and recertification, if required. The employee shall assume responsibility for all fees associated with re-testing, if the employee does not successfully attain/pass the certification test. Employees who receive a certificate and/or CDL reimbursement and who terminate employment prior to completion of one year of service shall repay the City for the reimbursement amount. Said reimbursement may be deducted from the final paycheck of the employee, if sufficient funds are available, or the employee shall be required to provide the reimbursement in cash, check or money order.

14.3 The City will continue to pay 10% add pay (based on the employee's base pay) for the designation of "lead" plant operator for those employees assigned that designation.

14.4 The City shall continue to contribute to existing participants in the 401(A) at a rate of 12%.

ARTICLE 15 HEALTH AND WELFARE

15.1 The City of Cocoa shall furnish hospitalization insurance, as approved by City Council, for the employee at no premium cost. Should the employee elect to have dependent coverage, fifty percent (50%) of the cost of the premium for dependent coverage shall be borne by the City.

15.2 Eligibility for group insurance coverage and premium payments for retirees shall be in accordance with Resolutions adopted by City Council.

15.3 The City of Cocoa shall maintain group term life insurance policies on all bargaining unit employees at this time equals one times their annual salary as of October in any year. Life insurance coverage will not be adjusted for any employees who may receive a promotion or increase after October of any year.

15.4 If an employee is temporarily suspended from work by the City, the City shall continue all coverages contained in this Article until final disposition of the case. The employee shall be responsible for payment of their benefit deductions, if the employee has elected that benefit option, during the unpaid status.

ARTICLE 16 BEREAVEMENT LEAVE

16.1 An employee will be granted up to three (3) scheduled working days off without loss of pay or benefits to attend the funeral of a member of the immediate family. Up to an additional two (2) days off may be granted for an out-of-state funeral.

16.2 Immediate family is defined as spouse, and the following biological, adoptive, foster, or "step" relatives; child(ren), son/daughter-in-law, parents, brothers, sisters, grandparents, and grandchild(ren), of both the employee and the employee's spouse. 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 City Manager.

16.3 To be eligible for pay, the employee shall provide management proof of the death in the family as defined above and the date of the funeral through a newspaper obituary, death certificate, or funeral home documentation prior to payroll submittal of time to be paid.

ARTICLE 17 SAFETY AND HEALTH

17.1 The City agrees that it will conform to and comply with laws as to safety, health, sanitation, and working conditions properly required by Federal, State, and local law. The City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards.

Bargaining unit members shall recognize, promote, and adhere to all City of Cocoa Health and Safety Policies and Procedures.

17.2 The City may provide and require employees to wear apparel, safety shoes, protective devices and/or special equipment to reduce accidents and injuries on the job, as determined by the City. Non-conformance with City safety rules and requirements shall be cause for progressive discipline up to and including discharge.

A. The City will provide keep in stock wide brim hats for those employees working outside as protection from the elements.

B. In accordance with the City's Safety and Loss Control Program, positions designated by management that are required to wear ANSI Z41 approved steel-toe safety shoes daily, will receive a shoe allowance. For FY19 the approved employees employed as of October 1 will receive a $120 shoe allowance via payroll by November 15, for the purchase and/or repair of safety shoes. Electricians will receive a safety shoe allowance of $215.00 for Fiscal Year 2019. For years 2020 and 2021, the City and Union will reopen this article to negotiate whether the shoe allowance will continue at the FY19 rate or if an alternative-shoe selection process. If an agreement is not made timely the allowance shall continue for the duration of this Agreement. Employees in designated positions who are hired after October 1st of each fiscal year will receive

their shoe allowance at the time of hire. Employees that leave employment prior to the completion of probation will be required to pay such allowance.

Employees who are authorized a safety shoe allowance but fail to wear the required

safety shoes may be relieved of duty without pay and subject to disciplinary action.

C. Any in-house safety committee established in a work area where bargaining unit employees work, shall have representation by employees in covered positions as selected by the City.

D. The City shall consult periodically with medical professionals and obtain recommendations for providing inoculations for employees in job descriptions where inoculations are recommended.

ARTICLE 18 BULLETIN BOARDS

18.1 The Union shall be provided partial use of suitable bulletin boards, including at least one (1) at each area working location so designated by the City, consistent with Section 6.2 of Article 6. The Union may, if it is so desired, provide a bulletin board of standard size for its own exclusive use in keeping with the decor of the working location, with the approval of the City.

18.2 The Union agrees that it shall use space on bulletin boards, as provided in Section 18.1 above, only for the following purposes:

1. Notice of Union Meetings
2. Union elections
3. Reports of Union committees
4. Recreational and social affairs of the Union
5. Notices by public bodies
6. All other postings authorized by the Human Resources Manager

18.3 Copies of all material, notices, or announcements shall be submitted to the Human Resources Manager for approval before they are posted.

18.4 No material, notices, or announcements shall be posted which contain anything political or controversial, or anything adversely reflecting upon the City of Cocoa, its independent agencies, or employees. Any Union authorized violation of this section shall entitle the City to cancel immediately the provisions of this section and to remove bulletin boards or the partial use thereof. The City shall make reasonable effort to prevent unauthorized removal, covering or defacing of Union materials by unauthorized personnel.

ARTICLE 19 JURY DUTY

19.1 Permanent full time employees shall be granted time off with pay, for reporting for jury duty upon presenting satisfactory evidence relating to service to management. Compensation received from jury duty will be assigned by the employee to the City.

19.2 If an employee is released from jury duty two (2) or more hours prior to the end of the employee's regularly scheduled work shift, the employee shall be required to report for work except as otherwise authorized by the employee's immediate supervisor.

19.3 In the event an employee who works shifts is called to jury duty, the employee shall be rescheduled to day shift for the duration of said jury duty.

ARTICLE 20 SEVERABILITY

20.1 If any provision of this Agreement shall be found to be invalid by any court having jurisdiction in respect thereof, such findings shall not affect the remainder of this Agreement, and

all other terms and provisions shall continue in full force and effect. Upon any such judicial determination, the City and the Union will promptly negotiate and endeavor to reach an agreement upon a substitute for the provisions found to be invalid.

ARTICLE 21 SAVINGS CLAUSE

21.1 All rights, privileges and working conditions enjoyed by members of the bargaining unit at the present time which are included in this Agreement, shall remain in full force and effect unless changed by mutual consent.

21.2 The parties recognize that the City's Employee Handbook and procedures which cover subjects not expressly covered in this Agreement shall be applicable to all bargaining unit employees. No benefits shall exist for bargaining unit members other than those set forth in this Agreement and/or applicable City policies and procedures, and any changes thereto.

ARTICLE 22 PROBATIONARY PERIOD FOR EMPLOYEES

22.1 The City will require a six (6) month probationary period for all new employees in all departments, which may be extended by management for ninety (90) days.

22.2 All probationary employees are to be evaluated in writing at the end of six (6) months.

22.3 Employees covered by this Agreement shall be allowed check-off of Union dues during their probationary period, provided employees request such deduction in writing as outlined in Article 2.

22.4 Initial probationary employees are not covered in any way by the grievance procedure.

22.5 All permanent, full-time employees who are placed on probation for any reason (transfer, promotion, demotion or disciplinary action, etc.) shall be notified in writing by the employee's

supervisor prior to said probation. No full-time permanent employee may be placed on probation longer than six (6) months and a written evaluation will be conducted at the end of probation.

22.6 Employees in a probationary status are not eligible for promotional or voluntary transfers during the probationary period.

ARTICLE 23 SENIORITY

23.1 Definitions

City Seniority: City-wide seniority is defined as the length of continuous service with the City of Cocoa. Such seniority shall be acquired by a full-time employee after completion of a probationary period, at which time seniority shall be retroactive to the first day of employment. City-wide seniority shall apply to accrual of all benefits and to promotional vacancies.

Department Seniority: Department seniority is defined as the length of employment within the employee's current department. Department seniority shall accrue as of the first day of employment or transfer into a new department. Department seniority shall apply in cases of termination by force reduction (layoff). Division seniority shall be considered when scheduling shifts. Division seniority will be considered for requests for vacation only [deleted bold] as outlined in Article 10, Vacations and overtime as outlined in Article 13.

23.2 Cumulation: Seniority shall accumulate during absence because of illness, injury, vacation, or other authorized leave.

23.3 Termination of Seniority: Seniority shall be broken when an employee:

A. Terminates voluntarily

B. Is discharged for just cause

C. Is on leave of absence in excess of six (6) months.

D. Is on layoff status and has not been recalled in one (1) year.

E. Retirement.

F. Failure to return from approved leaves of absence (including Family and Medical Leave and Military Leave) or Workers' Compensation disability.

23.4 Leave Without Pay: For unpaid leaves of absence exceeding thirty (30) consecutive days, such time shall not accumulate as seniority, except as otherwise provided by law (e.g., Family and Medical Leave).

ARTICLE 24 REDUCTION IN FORCE

24.1 Should a reduction in the City's work force become necessary, termination by force reduction, hereinafter referred to as layoff, shall be accomplished in the following manner:

A. Layoffs shall be by classification within a department. Upon establishing the number of employees to be laid off within a classification in a department, the City shall layoff the least senior employee first and continue laying off the least senior employee until its force reduction in the affected classification or classifications within that department is met.

B. If an employee is scheduled to be laid off, said employee shall be offered a comparable position or demotion to a lower classification, provided such a vacancy exists and said employee is qualified to fill the position.

C. If there is more than one (1) employee subject to the above provisions, the most senior qualified laid-off employee shall be offered the vacancy. If there is more than one (1) vacancy, said vacancies shall continue to be offered to the senior qualified laid off employee until all vacancies are filled.

24.2 Employees being laid off or demoted shall be eligible for recall in accordance with the following procedure:

A. An employee who is demoted or laid off shall retain recall rights to a job in the same classification within the department from which the employee was demoted or laid off. Recall rights shall remain in full force and effect for a period equal to the employee's total length of service not to exceed one (1) year.

B. The most senior qualified laid off employee shall be offered recall to a job in the employee's classification until the City's staffing requirements are met.

C. Notification of recall shall be sent to a laid off employee by certified mail to the address last known to the City.

D. If the laid off employee fails to respond to the recall notice within ten (10) calendar days from the date of receiving the notice of recall, he/she shall forfeit all further recall rights.

24.3 Employees who are scheduled to be laid off shall receive two (2) week of notice or, in the alternative, two (2) week of pay in lieu of notice.

24.4 If it becomes necessary for the City to abolish a position or reduce the number of employees, severance pay will be granted as follows:

Years of Service	Severance Pay
1-5	2 weeks
6-10	4 weeks
11-25	6 weeks

ARTICLE 25 PROMOTIONAL VACANCIES

25.1 Notice of a vacancy in an existing or new position covered by this Agreement shall be posted for a minimum period of five (5) working days on appropriate bulletin boards, with a closing date for in-house applications four (4) days after the posting date, to be considered acceptable notice. Any employee who meets the minimum standards/requirements of the position may apply for the open position by submittal of the appropriate form and a resume detailing their work history and experience by the closing date. Applications received from in-house applicants after the internal posting period will be considered with external applicants, if applicable.

25.2 The Human Resources Division will refer to the hiring department bids from qualified employees for interview. If fewer than three (3) qualified internal candidates apply, external candidates may be interviewed simultaneously. The manager/supervisor to whom the position reports is responsible for interviewing and selecting the candidate who best matches the position requirements. In making this determination, the manager/supervisor shall consider the candidates' merit and ability, to include, but not limited to training, education, experience, certification, skills, and based on valid minimum standards/requirements outlined in the position description. Additionally, management shall take in consideration past performance history and discipline for supporting a hiring decision. Seniority shall be the governing factor in making the selection only when all other criteria are equal.

25.3 An employee who is promoted to a position with a higher pay range shall have his pay rate increased by 5% and then placed in the new pay range or to the minimum pay rate of the new position, whichever is greater.

An employee who is transferred laterally to another position will not receive any pay

increase or decrease. A lateral transfer is defined as going from one position in the same pay grade (minimum salary is the same) to another position in the same pay grade.

In the event an employee is either voluntarily or involuntarily demoted, their pay shall be decreased the same amount it was increased for the related position promotion, but include any annual wage increases that were received during that time. In no case may an employee be paid more than the new pay range.

25.4 In the event an employee is promoted, demoted, or transferred, pursuant to this Article, the employee will serve a probationary period of ninety (90) days in the new position, which may be extended in thirty (30) day increments by the City, regardless of the length of the employee's seniority, not to exceed a total of six (6) months [including the original ninety (90) days probation].

25.5 Should the employee be determined as unacceptable in the new position during the probationary period, the employee shall be returned to his or her former or comparable pay grade/position and rate of pay, if vacant. If a position is not vacant, then the employee shall accept a position as close to the former position, in terms of pay grade/position and rate of pay, subject to the City's determination that the employee is suitable for the position.

25.6 The City supports and encourages employees to continue education and licenses for further promotion opportunities. The job posting process, outlined in section 26.1 above, should be waived in the following scenarios:

A. The Florida Department of Environmental Protection (FDEP) requires that operators of water and wastewater facilities possess a FDEP operator's license per Department of Environmental Regulation, Chapter 62-602. The City has designated positions from an Apprentice Operator, which is an entry level position and does not possess a license, through an "A" Licensed

Operator. Each level of operator has specific criteria for position obtainment identified in the Regulation. The City will promote individuals upon attainment of a higher license when the employee has met the full requirements of the position/license.

B. Employees classified as an Electrician/Industrial Electrician I will be promoted to Electrician/Industrial Electrician II after successfully meeting the position requirements of the "II" level.

C. Employees classified as an Environmental Analyst I will be promoted to Environmental Analyst II after successfully meeting the position requirements of the "II" level.

ARTICLE 26 INTENT OF AGREEMENT

26.1 The City and the Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The City and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of the employee's skill and ability without regard to union membership, race, color, religious creed, national origin, ancestry, age, gender, family status (except as limited by Florida Statutes governing nepotism), or a disability which does not preclude the performance of the essential functions of the position, with reasonable accommodation(s) provided as necessary.

ARTICLE 27 – DURATION

27.1 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 ninety (90)

days and not more than one-hundred-fifty (150) days prior to the termination of this Agreement. 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.

27. 2 This agreement shall be effective upon ratification by the City Council and the Union and shall remain in effect up to and including September 30, 2021. Only Article 13 and Article 17 (Shoe Allowance) will be reopened as stated in the respective Article.

CITY OF COCOA

APPENDIX A - EMPLOYEE GRIEVANCE FORM

o **Bargaining** o **PBA**
o **LIUNA**
o **IAFF**
o **Non-Bargaining**

Name: (PRINT)_____

Job Title: _____ **Employee ID: #** _____

Home Address: _____ **Zip:** _____

If Bargaining Unit - provide name of Union Steward: _____

Department: (Check one) ☐ Admin. Services ☐ City Manager ☐ City Clerk ☐ Fire ☐ Public Works ☐ Police ☐ Community Development ☐ Police ☐ Finance ☐Utilities ☐ Other _____
Division: _____

Policy/Section and/or Contract/Article Violated: Section(s): _____

Page(s): _____ *(Must provide a copy of the page(s) you are referencing)*

Date of Alleged Violation:__ __ / __ __ / __ __

Provide a brief description of the grievance: Explain how the grievance is related to the policy/ section and/or contract/article. (Attach additional sheets if needed): _____
_____
_____
_____

Your Suggested Remedy: _____
_____
_____
_____

Signature of Grievant: _____ **Date:** __ __ / __ __ / __ __

_____

STEP 1

Receiving Supt./Div. Manager: _____ **Date:** __ __ / __ __ / __ __

Hearing Date: __ __ / __ __ / __ __

Response and Date: (See attached response) ☐**Settled** ☐**Withdrawn** ☐**Advanced**

Settled: (Employee Signature):_____ **Date:** __ __ / __ __ / __ __

NOT Settled, Appeal to STEP II. (Employee Signature):_____ **Date**: __ __ / __ __ / __ __

CITY OF COCOA
EMPLOYEE GRIEVANCE FORM

STEP II

Receiving Department Director:_____ **Date:** __ __ **/** __ __ **/** __ __

Hearing Date: __ __ / __ __ / __

Response and Date: (See attached response) ☐ **Settled** ☐ **Withdrawn** ☐ **Advanced**

Settled: (Employee Signature) _____ **Date:** __ __ / __ __ / __ __

NOT Settled: Appeal to STEP III.

(Employee Signature) _____ Date: __ __ / __ __ / __ __

STEP III (CITY MANAGER)

Receiving HR Representative: _____ Date: __ __ / __ __ / __ __

Hearing Date: __ __ / __ __ / __ __

Response and Date: (See attached response)

Upheld Denied Modified

City Manager: _____ Date: __ __ / __ __ / __ __

HR Manager: _____ Date: __ __ / __ __ / __ __

APPENDIX B -CLASSIFICATION AND PAY PLAN

COVERED POSITIONS	PAY GRADE
Apprentice Electrician	LU5
Apprentice Operator	LU8
Backflow Technician	LU6
Certified Operator “C”	LU9
Certified Operator “B”	LU10
Certified Operator “A”	LU11
Crew Leader	LU8
Custodial Worker/Janitorial Attendant	LU2
Customer Service Representative	LU5
Customer Service Field Representative	LU5
Electrician I	LU6
Electrician II	LU9
Environmental Analyst I	LU8
Environmental Analyst II	LU11
Heavy Equipment Operator	LU7
Industrial Electrician I	LU7
Industrial Electrician II	LU10
Maintenance Worker I	LU5
Maintenance Worker II	LU6
Mechanic I	LU6

Mechanic II	LU8
Meter Reader	LU4
Meter Technician	LU5
Sludge Equipment Operator	LU5
Stock Clerk	LU4
Senior Stock Clerk	LU5
Utility Line Locator	LU6
Utility Mechanic I	LU6
Utility Mechanic II	LU8
Valve Operator	LU6

SIGNATURE PAGE

CITY OF COCOA

Henry U. Parrish III
Mayor

John A. Titkanich, Jr.
City Manager

Date Signed

LOCAL 630

Ronnie Burris
Business Agent

Andy Newsome
Chief Union Steward

Date Signed

Legislation Details (With Text)

File #:	18-391	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Multi-Year Contract
File created:	8/29/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	

Title: Award Bid # B-19-02-COC, Liquid Chlorine and Soda Ash to Brenntag Mid-South Inc., Orlando, FL, for the Purchase of Liquid Chlorine and to Genesis Alkalai, LLC, Philadelphia, PA, for the Purchase of Soda Ash; To Approve the First Amendment to Purchase Agreement with Tropichem Enterprises, Jupiter, FL, for the Purchase of Wisprofloc-N-Starch; Carmeuse Lime & Stone, Pittsburg, PA, for the Purchase of Quick Lime Pebble 3/8" and ¾"; and Air Products and Chemicals, Inc., Allentown, PA, for the Purchase of Liquid Oxygen (LOX); To Approve the Second and Final Amendment to Purchase Agreement with Kemira Water Solutions, Inc., Lawrence, KS, for the Purchase of Ferric Sulfate; Airgas USA, LLC, Tampa, FL, for the Purchase of Carbon Dioxide; Tanner Industries, Inc., Southhampton, PA, for the Purchase of Anhydrous Ammonia; Harcros Chemicals, Inc., Tampa, FL, for the Purchase of Hydroflurosilicic Acid; and Allied Universal Corporation, Miami, FL, for the Purchase of Sodium Hypochlorite; and To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Cal Flo Liquid Lime from Burnett Lime, Co., Inc., Campobello, SC; LT27 Polymer from Fort Bend Services, Inc., Stafford, TX; and 1986N Superfloc from Industrial Chemicals, Inc., Dallas, TX, for the Dyal Water Treatment Plant and the Jerry Sellers Water Reclamation Facility for FY2019. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
- B-19-02-COC Final MEMO
- B-19-02-COC Tabulation Sheet (002)
- B-19-02-COC Notice of Award
- Tropichem Enterprises 1st Amendment FY2019 (Wisprofloc-N-Starch) (002)
- Carmeuse Lime Stone 1st Amendment FY2019 Quick Lime Pebble (002)
- Air Products and Chemicals 1st Amendment FY2019 (Liquid Oxygen) LOX
- Kemira Water Solutions Inc. 2nd Amendment FY2019 Ferric Sulfate
- Airgas USA LLC - 2nd Amendment FY2019 Carbon Dioxide (002)
- Tanner Industries Inc. 2nd Amendment FY2019 Anhydrous Ammonia (002)
- Harcros Chemicals Inc. 2nd Amendment FY2019 (Hydroflurosilicic Acid) (002)
- Allied Universal Corporation 2nd Amendment FY2019 (Sodium Hypochlorite) (002)
- Proprietary Sole Source List Current as of 8-2-18
- FY2019 - CHEMICALS (Dyal & Sellers) Totals Revised 09.12.2018

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 10, 2018
Agenda Date: September 25, 2018
Prepared By: Joyce Williams, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director

Requested Action:
To Award Bid # B-19-02-COC, Liquid Chlorine and Soda Ash to Brenntag Mid-South Inc., Orlando, FL, for the Purchase of Liquid Chlorine and to Genesis Alkalai, LLC, Philadelphia, PA, for the Purchase of Soda Ash; To Approve the First Amendment to Purchase Agreement with Tropichem Enterprises, Jupiter, FL, for the Purchase of Wisprofloc-N-Starch; Carmeuse Lime & Stone, Pittsburg, PA, for the Purchase of Quick Lime Pebble 3/8" and ¾"; and Air Products and Chemicals, Inc., Allentown, PA, for the Purchase of Liquid Oxygen (LOX); To Approve the Second and Final Amendment to Purchase Agreement with Kemira Water Solutions, Inc., Lawrence, KS, for the Purchase of Ferric Sulfate; Airgas USA, LLC, Tampa, FL, for the Purchase of Carbon Dioxide; Tanner Industries, Inc., Southhampton, PA, for the Purchase of Anhydrous Ammonia; Harcros Chemicals, Inc., Tampa, FL, for the Purchase of Hydroflurosilicic Acid; and Allied Universal Corporation, Miami, FL, for the Purchase of Sodium Hypochlorite; and To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Cal Flo Liquid Lime from Burnett Lime, Co., Inc., Campobello, SC; LT27 Polymer from Fort Bend Services, Inc., Stafford, TX; and 1986N Superfloc from Industrial Chemicals, Inc., Dallas, TX, for the Dyal Water Treatment Plant and the Jerry Sellers Water Reclamation Facility for FY2019

BACKGROUND:

The Dyal Water Treatment Plant and the Jerry Sellers Water Reclamation Facility use various chemicals to treat the water.

On July 13, 2018, Purchasing sent out 117 invitations and notifications to bid, and received six (6) responses from 15 plan holders. The apparent low bidders are Genesis Alkalai, LLC, Philadelphia, PA, for Soda Ash, and Brenntag Mid-South, Orlando, FL, for Liquid Chlorine.

Staff requests City Council approval of Bid #B-19-02-COC, to Brenntag Mid-South, Orlando, FL, for the purchase of Liquid Chlorine and to Genesis Alkalai, LLC, Philadelphia, PA, for the purchase of Soda Ash.

Staff is also requesting City Council approval of the 1st Amendment to Purchase Agreement to the following vendors under the respective Bid Contracts as follows:

1. Tropichem Enterprises, Jupiter, FL, for the purchase of Wisprofloc-N-Starch under Bid #B-18-03-COC,

2. Carmeuse Lime & Stone, Pittsburg, PA, for the purchase of Quick Lime Pebble 3/8" and ¾" under Bid #B-18-08-COC, and

3. Air Products and Chemicals, Inc., Allentown, PA, for the purchase of Liquid Oxygen (LOX) under Bid #B-18-09-COC

Approval of the 2nd Amendment to Purchase Agreement to the following vendors under Bid #B-16-19-COC as follows:

1. Kemira Water Solutions, Inc., Lawrence, KS, for the purchase of Ferric Sulfate

2. Airgas USA, LLC, Tampa, FL, for the purchase of Carbon Dioxide

3. Tanner Industries, Inc., Southhampton, PA, for the purchase of Anhydrous Ammonia, and

4. Harcros Chemicals, Inc., Tampa, FL, for the purchase of Hydroflurosilicic Acid

Staff is requesting City Council approval of the 2nd Amendment to Purchase Agreement for the following vendor under the respective Bid Contracts as follows:

Allied Universal Corporation, Miami, FL, for the purchase of Sodium Hypochlorite under Bid #B-17-04 -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; 1986N Superfloc from Industrial Chemicals, Inc., Dallas, TX; and LT27 Polymer from Fort Bend Services, Inc., Stafford, TX.

The chemicals outlined in this agenda are an estimate created by Staff based on future water and sewer demands. Since the water and sewer demands will fluctuate and the actual use of chemicals will vary, the amounts listed in this agenda item will also vary. Staff will make adjustments throughout the year as necessary between chemicals and may lower one chemical purchase order and increase another due to varying condition but the total chemicals authorized by this agenda for Dyal ($3,728,730) and Sellers ($76,000) will not be exceeded unless it is brought back to Council for approval.

Staff is recommending the approval (and renewal of the others) of the above listed unit prices for the purpose of providing chemicals for the Dyal Water Treatment Plant and the Sellers Water Reclamation Facility for FY2019 and to waive the competitive bidding process for the purpose of making sole source purchases for three other chemicals.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$3,728,730 (Dyal)
Amount Requested	$76,000 (Sellers)
Account Number	421-4020-536.52-09
	421-4120-536.52-09
Account Name	Chemicals
Source of Funds:	Operating Account

Dyal Plant

Sodium Hypochlorite	DYCH01	$ 157,620
Quick Lime Pebble	DYCH02	$1,459,950

powered by Legistar™

Hydroflurosilicic Acid	DYCH03	$ 63,840
Ferric Sulfate	DYCH04	$ 540,702
Anhydrous Ammonia	DYCH05	$ 79,920
Carbon Dioxide	DYCH06	$ 141,888
Wisprofloc N Starch	DYCH07	$ 141,414
Liquid Chlorine	DYCH08	$ 207,955
Soda Ash	DYCH09	$ 609,751
CalFlo	DYCH10	$ 114,100
Liquid Oxygen	DYCH11	$ 94,690
Superfloc 1986N	DYCH12	$ 35,200
LT27 Polymer	DYCH13	$ 81,700

Sellers Plant

Sodium Hypochlorite		$ 76,000

PREVIOUS ACTION:

On January 10, 2017, City Council approved Bid# B-17-04-COC to Allied Universal Corporation, Miami, Florida, for the purchase of Sodium Hypochlorite for the Dyal WTP and Sellers WRF.

On September 13, 2016, City Council approved Bid # B-16-19-COC to Cheney Lime & Cement Co., Jacksonville, Florida; Harcros Chemicals, Inc., Tampa, Florida; Kemira Water Solutions, Inc., Lawrence, Kansas; Tanner Industries, Inc., Southhampton, Pennsylvania; and Airgas, USA, LLC - South Region, Tampa, Florida.

RECOMMENDED MOTION:

To Award Bid # B-19-02-COC, Liquid Chlorine and Soda Ash to Brenntag Mid-South Inc., Orlando, FL, for the Purchase of Liquid Chlorine and to Genesis Alkalai, LLC, Philadelphia, PA, for the Purchase of Soda Ash; To Approve the First Amendment to Purchase Agreement with Tropichem Enterprises, Jupiter, FL, for the Purchase of Wisprofloc-N-Starch; Carmeuse Lime & Stone, Pittsburg, PA, for the Purchase of Quick Lime Pebble 3/8” and ¾”; and Air Products and Chemicals, Inc., Allentown, PA, for the Purchase of Liquid Oxygen (LOX); To Approve the Second and Final Amendment to Purchase Agreement with Kemira Water Solutions, Inc., Lawrence, KS, for the Purchase of Ferric Sulfate; Airgas USA, LLC, Tampa, FL, for the Purchase of Carbon Dioxide; Tanner Industries, Inc., Southhampton, PA, for the Purchase of Anhydrous Ammonia; Harcros Chemicals, Inc., Tampa, FL, for the Purchase of Hydroflurosilicic Acid; and Allied Universal Corporation, Miami, FL, for the Purchase of Sodium Hypochlorite; and To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchases of Cal Flo Liquid Lime from Burnett Lime, Co., Inc., Campobello, SC; LT27 Polymer from Fort Bend Services, Inc., Stafford, TX; and 1986N Superfloc from Industrial Chemicals, Inc., Dallas, TX, for the Dyal Water Treatment Plant and the Jerry Sellers Water Reclamation Facility for FY2019.

powered by Legistar™

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: David Fisher, Dyal Plant Superintendent/Project Manager

From: Sonja Suarez, Purchasing Manager

Date: 9/7/18

Re: **Bid #B-19-02-COC, Liquid Chlorine & Soda Ash**

Bids for the subject offering were opened on September 6, 2018 at 3:00 p.m. Purchasing sent out one hundred seventeen (117) invitations and notifications to bid and received six (6) responses from fifteen (15) plan holders.

THE APPARENT LOW BIDDERS ARE Genesis Alkalai, LLC of Philadelphia, PA (SODA ASH) and Brenntag Mid-South of Orlando FL (LIQUID CHLORINE).

I find the bid from Rodney Allen & Associates (SODA ASH and LIQUID CHLORINE), of East Palmetto, FL. non-responsive for the following reason: Rodney Allen & Associates' bid was incomplete. Rodney Allen did not submit their bid in duplicate and did not complete the bid form with the extended prices for soda ash or liquid chlorine. Mr. Allen was present at the bid opening and confirmed the extended cost calculated by purchasing. The bid submission was missing the certification data per Section 00310-B of the bid package. Additionally, because of the significantly lower cost of Liquid Chlorine Rodney Allen bid (20% lower than next lowest bidder), I have doubts regarding whether they understood the specifications and their ability to provide the equipment, provide the training required, and meet the strict delivery schedule.

Please note Genesis Alkalai, LLC originally submitted a unit price of $378.35 and extended price of $597,360.00. Although Section 00299, paragraph 4. states, "Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct." clarification was requested. Genesis confirmed they made a transcribing error; $373.35 is the correct unit price and $597,360.00 is the correct extended price. Also be advised the bid submission is missing the certification data per Section 00310-B of the bid package.

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

- ➔ Obtain copies of all necessary licenses.
- ➔ 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
    - Bid Tabulation Sheet
    - All specifications for the awarded proposal
    - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

*** Please complete the Notice of Award Memo and return it to the Purchasing Division after Council approval.**

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: September 6, 2018 3:00pm

BID NUMBER: B-19-02-COC Water & Wastewater Treatment Chemicals (Soda Ash & Liquid Chlorine)

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	Section	Description	Unit	Quantity	Unit Cost	Extension	00311 Exceptions	Receipt of Addendum	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement
Genesis Alkalai LLC						00310-A	Liquid Chlorine	TON	475	NB						
1735 Market Street 27th Floor	Y	N	Y	Y	Y	00310-B	Soda Ash	TON	1,600	$ 373.35	$ 597,360.00	N	Y	Y	Y	Y
Philadelphia, PA 19103																
Thatcher Chemical of Florida						00310-A	Liquid Chlorine	TON	475	NB						
1905 Fortune Road	Y	N	Y	Y	Y	00310-B	Soda Ash	TON	1,600	$ 392.00	$ 627,200.00	N	Y	Y	Y	Y
Salt Lake City, UT 84104																
Brenntag Mid-South						00310-A	Liquid Chlorine	TON	475	$ 459.00	$ 218,025.00					
250 Central Florida Parkway	Y	N	Y	Y	Y	00310-B	Soda Ash	TON	1,600	NB		N	Y	Y	Y	Y
Orlando, FL 32824																
Allied Universal Corporation						00310-B	Liquid Chlorine	TON	475	$ 523.75	$ 248,781.25					
3901 N.W. 115th AVE.	Y	N	Y	Y	Y		Soda Ash	TON	1,600	NB		N	Y	Y	Y	Y
Miami, FL 33178																

Rodney Allen & Associates	Y	N	Y	Y	Y	00310-A	Liquid Chlorine	TON	475	$ 369.00	$ 175,275.00	N	Y	Y	Y	Y
2212 15th Ave.						00310-B	Soda Ash	TON	1,600	$ 434.00	$ 694,400.00					
E. Palmetto, FL 34221																
Chemtrade						00310-A	Liquid Chlorine	TON	475	NB	NB					
90 East Halsey Road						00310-B	Soda Ash	TON	1,600	NB	NB					
Parsippany, NJ 07054																

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. B-18-03-COC

This FIRST Amendment to the purchase agreement for **Wisprofloc-N-Starch** is made and entered into as of July 20, 2018 by and between the **City of Cocoa** and **Tropichem Enterprises, 2042 Keystone Drive S., Suite A, Jupiter, Florida 33458.**

The agreement entered into on August 14, 2017, is hereby amended to renew for the 1st renewal option available under the original contract documents for twelve (12) additional months, at the same rate $5,200/Per Ton, terms, and conditions commencing on October 1, 2018 and terminating on September 30, 2019.

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

TROPICHEM ENTERPRISES

By: **Lonnie N. Dearth**
(Name) Printed

President
(Title)

7-26-18
Signature Date

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature Date

CC: Carie Shealy, City Clerk
David Fisher, Superintendent Dyal Water Treatment Plant
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. B-18-08-COC

This FIRST Amendment to the purchase agreement for Quick Lime Pebble 3/8" & 3/4" is made and entered into as of August 17, 2018 by and between the **City of Cocoa** and **Carmeuse Lime & Stone, 11 Stanwix Street, Pittsburg, PA 15222.**

The agreement entered into on November 28, 2017, is hereby amended to renew for the 1st renewal option available under the original contract documents. For twelve (12) additional months, per the original terms and conditions, in addition to the new rate of $277.54 per Ton. (Approximately 3.9% increase over current term pricing) commencing on October 1, 2018 and terminating on September 30, 2019. To include participating BCPEPC member governing Councils/Commissions found in Original Bid.

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

CARMEUSE LIME & STONE	CITY OF COCOA
By: Jack Fahler (Name) Printed	By: John A. Titkanich, Jr. (Name) Printed
Vice President of Sales & Marketing (Title)	City Manager (Title)
Jack Fahler 8/21/18 Signature Date	Signature Date

CC: Carie Shealy, City Clerk
David Fisher, Superintendent Dyal Water Treatment Plant
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. B-18-09-COC

This FIRST Amendment to the purchase agreement for **Liquid Oxygen (LOX)** is made and entered into as of July 20, 2018 by and between the **City of Cocoa** and **Air Products and Chemicals, Inc. 7201 Hamilton Boulevard, Allentown, PA 18195-1501.**

The agreement entered into on January 16, 2018, is hereby amended to renew for the 1st renewal option available under the original contract documents for twelve (12) additional months, at the same rate $0.34/100 SCF, terms, and conditions commencing on October 1, 2018 and terminating on September 30, 2019.

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

AIR PRODUCTS AND CHEMICALS, INC.	CITY OF COCOA
By: Kristin D'Agostino (Name) Printed	By: Henry U. Parrish III (Name) Printed
Sales Manager (Title)	Mayor (Title)
Kristin D'Agostino 7/27/18 Signature Date	Signature Date

CC: Carie Shealy, City Clerk
David Fisher, Superintendent Dyal Water Treatment Plant
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2nd AMENDMENT

BID NO. B-16-19-COC

This amendment to the purchase agreement for **Ferric Sulfate** is made and entered into as of July 20, 2018 by and between the **City of Cocoa** and **Kemira Water Solutions, Inc., 4321 W. 6th Street, Lawrence, KS 66049.**

The agreement entered into on August 9, 2016, 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 $171/Per Ton, terms, and conditions commencing on October 1, 2018 and terminating on September 30, 2019. To include participating BCPEPC member governing Councils/Commissions found in Original Bid.

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
Gayla Walker	
By: ~~Christina M. Imbrogno~~ (Name) Printed	By: Henry U. Parrish III (Name) Printed
Commercial Support Specialist	
~~Customer Service Manager~~ (Title)	Mayor (Title)
Signature 7/31/18 Date	Signature Date

CC: Carie Shealy, City Clerk
David Fisher, Superintendent Dyal Water Treatment Plant
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2nd AMENDMENT

BID NO. B-16-19-COC

This amendment to the purchase agreement for **Carbon Dioxide** is made and entered into as of July 20, 2018 by and between the **City of Cocoa** and **Airgas USA, LLC South Region, PO BOX 17144, Tampa Florida 33682.**

The agreement entered into on August 9, 2016, 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 adjusted rate of $196.00/Per Ton, or $0.098 per lb., same terms, and conditions commencing on October 1, 2018 and terminating on September 30, 2019. To include participating BCPEPC member governing Councils/Commissions found in Original Bid.

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

AIRGAS USA, LLC SOUTH REGION	**CITY OF COCOA**
By: Jerry Hensley	**By:** John A. Titkanich
(Name) Printed	(Name) Printed
VP of Bulk Gases – South Region	City Manager
(Title)	(Title)
Jerry Hensley **8/22/2018**	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
David Fisher, Superintendent Dyal Water Treatment Plant
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2nd AMENDMENT

BID NO. B-16-19-COC

This amendment to the purchase agreement for **Anhydrous Ammonia** is made and entered into as of July 20, 2018 by and between the **City of Cocoa** and **Tanner Industries, Inc., 735 Davisville Rd., 3rd Floor, Southhampton, PA 18966-3200**.

The agreement entered into on August 9, 2016, 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 $1,480/Per Ton, terms, and conditions commencing on October 1, 2018 and terminating on September 30, 2019. To include participating BCPEPC member governing Councils/Commissions found in Original Bid.

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

TANNER INDUSTRIES, INC.	CITY OF COCOA
By: Matt Tanner	By: Henry U. Parrish III
(Name) Printed	(Name) Printed
Sales Administrator	Mayor
(Title)	(Title)
8/1/18	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
David Fisher, Superintendent Dyal Water Treatment Plant
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2nd AMENDMENT

BID NO. B-16-19-COC

This amendment to the purchase agreement for **Hydroflurosilicic Acid** is made and entered into as of July 20, 2018 by and between the **City of Cocoa** and **Harcros Chemicals, Inc. 5132 Trenton Street, Tampa, Florida 33619.**

The agreement entered into on August 9, 2016, 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 $480/Per Ton, terms, and conditions commencing on October 1, 2018 and terminating on September 30, 2019. To include participating BCPEPC member governing Councils/Commissions found in Original Bid.

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

HARCROS CHEMICALS, INC.	CITY OF COCOA
By: Gary Delk (Name) Printed	By: Henry U. Parrish III (Name) Printed
Regional Manager (Title)	Mayor (Title)
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
David Fisher, Superintendent Dyal Water Treatment Plant
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2nd AMENDMENT

BID NO. B-17-04-COC

This FIRST Amendment to the purchase agreement for **Sodium Hypochlorite** is made and entered into as of July 20, 2018 by and between the **City of Cocoa** and **Allied Universal Corporation, 3901 NW 115 Avenue, Miami, Florida 33178.**

The agreement entered into on November 23, 2016, is hereby amended to renew for the 2nd and final renewal option available under the original contract documents for twelve (12) additional months, per the original terms, and conditions and the new rate of $0.468 per Gallon, commencing on October 1, 2018 and terminating on September 30, 2019. To include participating BCPEPC member governing Councils/Commissions found in Original Bid.

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

ALLIED UNIVERSAL CORPORATION	CITY OF COCOA
By: Jim Palmer	By: Henry U. Parrish III
(Name) Printed	(Name) Printed
President / CEO	Mayor
(Title)	(Title)
[signature] 7/31/18	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
David Fisher, Superintendent Dyal Water Treatment Plant
Tammy Eastburn, Procurement Card Coordinator

Proprietary Sole Source Vendors

Vendors are exempt from competitive bid or quote.

Sub-commodity Code 017

Note: For all Proprietary Sole Source Purchase Orders, this list must be added to Laserfiche as back-up.

Current As Of August 2, 2018

Approved Vendors	Vendor Number	Product/ Service
Advanced Detection Security (ADS)	7942	Monitoring & repair of security systems in City buildings
Aerzen USA Corporation	6522	Parts, Supplies & Service for Single Stage Blowers
Alfa Lava, Inc.	9896	Parts for Belt Filter presses
Aries Industries, Inc	1276	Wastewater TV Truck Camera Equipment, Parts & Warranty Service
AT&T Mobility Wireless	9634	Cellular Service
AWC Inc.	9206	ABB Instrumentation & (Dyal) SCADA system hardware, technical support, and software license renewal for Siemens SIEPRO
Barney's Pumps	544	Warranty & Non-Warranty Parts & Repairs for Aurora and Layne/Verti-Line Pumps
Brighthouse Networks (Spectrum/Charter)	3335	Fiber Optic & Cable Internet
Burnett Lime Company Inc.	8684	CAL-FLO chemical
Business Oriented Software Solutions, Inc.	9803	IT Helpdesk & Asset Management
Canon Solution America, Inc.	9643	Service & support for full-size plotter
Career Source Brevard (CSB)	10018	The Foundations Training paid internship experience
Carter & Ver Planck Inc.	882	Parts & Service of Flowserve Pumps
Citrix Systems Inc.	8655	XenDesktop Platinum Edition Licensing Renewals & XenApp Platinum Edition Licensing Renewals
Coast Pump Water Technologies	6642	Parts for plant and transfer pumps
Container Systems & Equip. Co.	9459	Parts & Service for Tymco street sweeper
Culligan Water Products	1668	Services & supplies for Culligan Deionized Water Systems
Cummins Power South	10276	Standby Generator Repair & Parts for Cummins Generator
Detection Instruments Corporation	9818	OdaLog/OdaTrak line of hydrogen sulfide gas data detectors/loggers and software
Diversified Engineering Intl. (DEI)	8095	Risk management training, maintenance & documentation (Dyal)
DLT Solutions, LLC	6248	AutoCAD software & licensing
Dude Solutions, Inc.	10225	(PW) Work Order System Yearly License
E.H. Wachs Company	5977	Repair & Equipment Guillotine Saw & Automated Valve truck/trailor
Eaton Corporation (EESS)	10135	Parts & Service for Cutler Hammer auto. transfer switch
ERA-A Waters Company	3444	Proficiency test & demonstration of capability annual certification
ESRI-- Environmental System Research	4135	Small Government Term Enterprises License Agreement and Small Enterprise License Agreement Training Package for GIS Software
Express Badging Services, Inc.	9901	Employee HID Cards
Faster Asset Solutions	7814	Service provider for "faster" Fleet Management System
FL Dept. of Environmental Protection	787 1508 6777 3012	Annual permits
FL Dept. of Health, Bureau of Public Health	4560	Environmental Testing Lab Certification Renewal
FL East Coast Railway, LLC FL East Coast Railway Orlando	1987 7268	Annual Maintenance
Florida City Gas	348 9152	(Utilities) Gas
Florida High Speed Internet (FLHSI)	10134	Leased Circuits (PD/EOC), Fiber Optic Infrastructure, wireless communications, SIP Trunks.
Fort Bend Services, Inc	7149	LT-27 Polymer
Gerber Pumps Intl.	1449	DISCFLO pumps
Guardian Equipment, Inc.	4663	TKM Metering Pump
HACH Chemical Company	93	Supplies for Field and Lab analyzers & WIMS software (Dyal)
Idexx Laboratories Inc.	2780	Idexx supplies for water testing
Industrial Chemicals Inc.	8632	Superfloc Polymer
Innovyze	9297	Modeling software for water/sewer

Insource Software Solutions Inc.	9591	Wonderware Human Machine Interface Software (Dyal) & ThinClient software licensing agreements
Iwater Inc.	9504	INFRAMAP Now Software training & updates/upgrades
Kronos Inc.	7769	ETK Configuring & Managing Pay Rules, training, updates/upgrades
Medora Corporation	10195	Sales, Service, Warranty, and Parts for Solar Bee Pond Aerators
Municipal Code Corporation (Municode)	1766	City of Cocoa Code Book Suppliments
Nextran of Orlando	5559	Parts & service for Mack trucks
Orange County Utilities/ Water Quality	8827	Crypto/Guardia testing, LT2 & biannual wastewater testing
Pro-Co Inc.	8446	Rexa Valve Actuators
Pulsafeeder Inc.	9635	Chemical Feed Pump
S & L Materials Inc.	9189	Shell Rock Road Base Material
Samsara Networks Inc.	10256	Vehicle Gateways, Dash Cameras, and EM21 Sensors
SCI Distribution LLC	2437	Parts & service for automated fueling system
Service Express, Inc.	10191	Hardware maintenance on network infrastructure and server equipment
Solid Waste Management	5123	Landfill
Sonitrol of Florida East Coast	8214	Electronic security doors, gates, monitoring, maintenance & equipment
South Florida Emergency Vehicles	9912	Parts & Service for Sutphen Fire Apparatus
Sprint	8004	Cellular Service
St. John's River	3988 6156 7695	Environmental Resources Permits
Stantec Consulting Service Inc.	10139	Rate models & financial data
Sunshine State One-Call of Florida	4971	Locating services
Sunstate Meter & Supply, Inc.	78	Sales, service, parts and warranty of Neptune water meter products and AMR/AMI systems
TEAM Industrial Services, Inc.	9615	InsertValve installation equipment, valves, & related training & installation services
Ten-8 Fire Equipment Inc.	503	Parts & service for Pierce Fire Apparatuses
Tracer Electronics LLC	10023	Sensors & Software GPR locating units and related parts
Trane Maitland	9530	Trane HVAC Equipment & Tracer Summit Building Automation System
Trane Orlando Company	6762	Trane HVAC Equipment & Tracer Summit Building Automation System
Vapex Environmental Technologies	10105	Vapex O-Mega odor control system warranty, quarterly equipment maintenance service and PLC unit remote monitoring
Water Treatment & Controls Co.	1345	Repair & Parts for Paste Lime Slaker by Integrity and Municipal Syst. & Siemens Deplox Chlorine monitor, Deplox Chlorine and Fluoride Analyzers
XC-2 Software LLC.	7032	Service & Maintenance for XC-2 Software
Xylem Water Solutions USA, Inc. PA	1240	Wedeco ozone generator systems hardware, software, programming, repair & maintenance
Xylem Water Solutions USA, Inc. FL	9534	Wedeco ozone generator systems hardware, software, programming, repair & maintenance

Approved by:

Purchasing Manager — Date: 8-6-18

Finance Director — Date: 8/8/18

City Manager — Date: 8/15/18

Current As Of August 1, 2018

EXHIBIT A

FY2019 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-17-04-COC	582,589	2nd Amendment Renewal	GAL	0.468	157,620	09/30/19
2	Carmeuse Lime & Stone	Quick Lime Pebble 3/8" & 3/4"	DYCH02	B-16-19-COC-B	5,260	1st Amendment Renewal	Tons	277.540	1,459,950	09/30/19
3	Harcros Chemicals, Inc.	Hydrofluosilicic Acid	DYCH03	B-16-19-COC-E	132	2nd Amendment Renewal	Tons	480.000	63,840	09/30/19
4	Kemira Water Solutions, Inc.	Ferric Sulfate	DYCH04	B-16-19-COC-H	3,162	2nd Amendment Renewal	Tons	171.000	540,702	09/30/19
5	Tanner Industries, Inc.	Anhydrous Ammonia	DYCH05	B-16-19-COC-D	54	2nd Amendment Renewal	Tons	1,480.000	79,920	09/30/19
6	Airgas USA LLC, South Region	Carbon Dioxide	DYCH06	B-16-19-COC-F	796	2nd Amendment Renewal	Tons	196.000	141,888	09/30/19
7	Tropichem Enterprises	Wisprofloc N Starch	DYCH07	B-18-03-COC	27	1st Amendment Renewal	Tons	5,200.00	141,414	09/30/19
8	**Brenntag Mid-South, Inc.**	**Liquid Chlorine**	**DYCH08**	**B-19-02-COC**	**475**	**Bid Award**	**Tons**	**459.000**	**207,955**	**09/30/19**
9	**Genesis Alkalai, LLC**	**Soda Ash**	**DYCH09**	**B-19-02-COC**	**1,600**	**Bid Award**	**Tons**	**373.350**	**609,751**	**09/30/19**
10	Burnett Lime	CalFlo	DYCH10	Proposal	1,630,000	Proprietary SS Purchase	Liquid Lb.	0.070	114,100	09/30/19
11	Air Products & Chemicals	Liquid Oxygen (LOX)	DYCH11	B-18-09-COC	1,073	1st Amendment Renewal	LB	88.13	94,690	09/30/19
12	Industrial Chemical	Superfloc 198	DYCH12	Proposal	9	Proprietary SS Purchase	TOTE	4,065.000	35,200	09/30/19
13	Fort Bend Services Inc.	LT27 Polymer 36-Bag/Pallet	DYCH13	Proposal	740	Sole Source Purchase	Bag	112.950	81,700	09/30/19
	ANNUAL CHEMICAL BUDGET GRAND TOTAL FOR:					**Dyal Water Treatment Plant - ACCOUNT NUMBER: 421-4020-536-52-09**			**3,728,730**	

FY2019 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-17-04-COC	162,393	2nd Amendment Renewal	GAL	0.468	76,000	09/30/19
	ANNUAL CHEMICAL BUDGET GRAND TOTAL FOR:					**Sellers Water Reclamation Plant - 421-4120-536-52-09**			**76,000**	

Legislation Details (With Text)

File #:	18-424	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	9/5/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	Approve Amendment #2 to the Continuing Services Agreement for Cardno to renew the agreement for 36 months or three (3) more years, as approved by City Council on June 23, 2015; Approve Amendment #2 to the Continuing Services Agreement for Terracon Consultants, Inc. to renew the agreement for 36 months or three (3) more years, as approved by City Council on June 23, 2015. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CARDNO - CSA - 2ND Amendment - Signed by Vendor Cardno AGREEMENT Terracon AGREEMENT Terracon 2nd Amendment.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 5, 2018
Agenda Date: September 25, 2018
Prepared By: Samia Singleton, Economic Development Specialist
Through: Karen D. Hamilton, Community Services Director
Requested Action:
1. Approve Amendment #2 to the Continuing Services Agreement for Cardno to renew the agreement for 36 months or three (3) more years, as approved by City Council on June 23, 2015. 2. Approve Amendment #2 to the Continuing Services Agreement for Terracon Consultants, Inc. to renew the agreement for 36 months or three (3) more years, as approved by City Council on June 23, 2015.

BACKGROUND:

The City of Cocoa has had an active Brownfields Program since the initial Environmental Protection Agency (EPA) Assessment Grant in 2003 with subsequent EPA grant awards in 2005, 2009 and 2015.

On May 28, 2015, the City was awarded a $400,000.00 US EPA Brownfields Community-Wide Assessment Grant. Prior to and in anticipation of the receipt of the EPA Assessment Grant in 2015, and in an effort to provide the most proficient assessment services, City staff developed a Request for Qualifications (RFQ) for Environmental Assessment and Characterization Services (RFQ #-15-17-COC). The RFQ was posted on DemandStar on April 13, 2015. On May 8, 2015, at the close of RFQ

the following seven (7) firms responded:

- Cardno
- Terracon Consulting, Inc.
- ECT, Inc.
- PPM Consultants, Inc,
- E Sciences, Inc.
- Tetra Tech, Inc.
- SCS Engineers

On May 27, 2015, a Selection Committee comprised of John A Titkanich, Jr., AICP, City Manager, Steven P. Belden, AICP, former Community Services Director, Jack Walsh, PE, Utilities Director, Nancy A Dresser, Community Services Deputy Director and Susan D. McGrady, former Community Redevelopment Agency Program Manager met to review, score and rank the submittals. The ranking of the submittals were as follows:

1. Cardno
2. Terracon Consulting, Inc.
3. ECT, Inc.
4. PPM Consultants, Inc,
5. E Sciences, Inc.
6. Tetra Tech, Inc.
7. SCS Engineers

At the City Council Meeting on June 23, 2015, the Council accepted the Selection Committee's recommendation for the two top ranked firms Cardno and Terracon Consultants, Inc. to serve as the City's Environmental Engineering Contractors and authorized Staff to negotiate a 3-Year Continuing Services Agreement for both Cardno and Terracon Consulting, Inc. The first term of the contract with Terracon began on October 1, 2015 for three years, through September 30, 2018. The first term of the contract with Cardno began on Sept 23, 2015 and ends on Sept 22, 2018.

Work conducted under these agreements is on a task order basis. By contracting with both firms, the City ensured competitive pricing, as well as timely responses to the City's task orders.

On February 14, 2017, Council approved Amendment #1 to the Continuing Services Agreement for Cardno to revise the rate schedule.

On May 23, 2017, Council approved Amendment #1 to the Continuing Services Agreement for Terracon Consulting, Inc. to revise the rate schedule.

The 2015 EPA Assessment Grant closes on September 30, 2018. While the grant is closing, the City's 2019 Fiscal Year Budget contains a line item allocation of $15,000.00 to maintain the Program and provide assessment services to business and property owners throughout the City. In addition, staff intends to apply for the 2019 EPA Brownfields Grant. In an effort to continue to provide the most proficient assessment services, staff requests approval of Amendment #2 to both the Continuing Services Agreements for Cardno and Terracon Consulting, Inc.

Approval of Amendment #2 to the Continuing Services Agreements for Cardno and Terracon

Consulting, Inc. would renew the agreements for 36 months or three (3) more years.

STRATEGIC PLAN CONNECTION:

Economic Development and Community Development.

BUDGETARY IMPACT:

No budgetary impact-Multi-Year Contract.

PREVIOUS ACTION:

Council accepted the Selection Committee’s recommendation for the two top ranked firms Cardno and Terracon Consultants, Inc. to serve as the City's Environmental Engineering Contractors and authorized Staff to negotiate a 3-Year Continuing Services Agreement for both Cardno and Terracon Consulting, Inc on June 23, 2015.

Council approved Amendment #1 to the Continuing Services Agreement for Cardno to revise the rate schedule on February 14, 2017.

Council approved Amendment #1 to the Continuing Services Agreement for Terracon Consulting, Inc. to revise the rate schedule on May 23, 2017.

RECOMMENDED MOTION:

1. Approve Amendment #2 to the Continuing Services Agreement for Cardno to renew the agreement for 36 months or three (3) more years, as approved by City Council on June 23, 2015. 2. Approve Amendment #2 to the Continuing Services Agreement for Terracon Consultants, Inc. to renew the agreement for 36 months or three (3) more years, as approved by City Council on June 23, 2015.

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2nd AMENDMENT

BID NO. RFQ-15-17-COC

This SECOND Amendment to the purchase agreement for **Consulting Services for Environmental Assessment & Characterization Services** is made and entered into as of August 7, 2018 by and between the **City of Cocoa** and **CARDNO, INC. 380 PARK PLACE BLVD., SUITE 300 CLEARWATER, FLORIDA 33759.**

The original agreement entered into on February 14, 2017 is hereby amended to renew for the 1st renewal option available under the original contract documents for thirty-six (36) additional months, at the Amended rate schedule dated 02/27/2017, terms, and conditions commencing on October 1, 2018 and terminating on September 30, 2021.

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

CARDNO, INC.	**CITY OF COCOA**
By: Miles Ballosf	By: Henry U. Parrish III
(Name) Printed	(Name) Printed
Senior Principal	Mayor
(Title)	(Title)
Miles Ballosf 8/8/18	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Karen, Hamilton, Community Services Director
Tammy Eastburn, Procurement Card Coordinator

Cardno

Attachment A

Description		Fee Type	Unit Cost
Soil Sampling:			
Cardno Field Labor			
	Field Crew (can be combined with groundwater sampling)	Daily Rate	$1,800
	Sampling Equipment	Daily Rate	$500
Cardno Office Labor			
	Brownfields Project Director: M. Ballogg	Hourly Rate	$205
	Environmental Project Director: R. Hagberg	Hourly Rate	$205
	Project Manager	Hourly Rate	$145
	Project Engineer	Hourly Rate	$120
	Sr. Environmental Tech	Hourly Rate	$110
	Field Tech	Hourly Rate	$80
	Clerical	Hourly Rate	$60
Subcontracted Services			
	Driller	Daily & Per Foot	$1,750 + $50/foot
	Laboratory Sample Analysis	Per Sample/Per Analysis Method	$350-$500 per sample
	Typical Soil Sampling Event Total (based on 10 soil borings and typical analyses)		$6,000 to $12,000
Groundwater Sampling:			
Cardno Field Labor			
	Field Crew (can be combined with groundwater sampling)	Daily Rate	$1,800
	Sampling Equipment	Daily Rate	$500
Cardno Office Labor			
	Brownfields Project Director: M. Ballogg	Hourly Rate	$205
	Environmental Project Director: R. Hagberg	Hourly Rate	$205
	Project Manager	Hourly Rate	$145
	Project Engineer	Hourly Rate	$120
	Sr. Environmental Tech	Hourly Rate	$110
	Field Tech	Hourly Rate	$80
	Clerical	Hourly Rate	$60
Subcontracted Services			
	Driller	Daily & Per Foot w/well materials	$1,750 + $75/foot
	Laboratory Sample Analysis	Per Sample/Per Analysis Method	$350-$500 per sample
	Typical GW Event Total (based on 5-10 monitor wells 10-20 ft and typical analyses)		$8,000 to $15,000

Description		Fee Type	Unit Cost
Source Removal / Tank Removal			
Cardno Field Labor			
	Field Crew (can be combined with groundwater sampling)	Daily Rate	$1,800
	Sampling Equipment	Daily Rate	$500
Cardno Office Labor			
	Brownfields Project Director: M. Ballogg	Hourly Rate	$205
	Environmental Project Director: R. Hagberg	Hourly Rate	$205
	Project Manager	Hourly Rate	$145
	Project Engineer	Hourly Rate	$120
	Sr. Environmental Tech	Hourly Rate	$110
	Field Tech	Hourly Rate	$80
	Clerical	Hourly Rate	$60
Subcontracted Services			
	Contractor (tank)	Per tank (500 - 10,000 gallon)	$5,000 - $12,000
	Contractor (soil/IDW removal)	$1,000 per mob, $7 per ton excavation	
	Contractor (transportation and disposal of soil)	$65 to $85 per ton	
	Contractor (backfill)	$25 to $32 per cubic yard	
Demolition/Removal Services			
Cardno Field Labor		Daily Rate	$1,800
Cardno Office Labor			
	Brownfields Project Director: M. Ballogg	Hourly Rate	$205
	Environmental Project Director: R. Hagberg	Hourly Rate	$205
	Project Manager	Hourly Rate	$145
	Project Engineer	Hourly Rate	$120
	Sr. Environmental Tech	Hourly Rate	$110
	Field Tech	Hourly Rate	$80
	Clerical	Hourly Rate	$60
Subcontracted Services			
	Contractor: structure demo/removal w/o asbestos	$10 per square foot	
	Contractor: structure demo/removal w/ asbestos	$10 per square foot + $1,500 to $2,000	
	Contractor (concrete demo/removal)	$3 per square foot	
	Maintenance of Traffic - Daytime	$2,000 - $5,000 per event	
	Maintenance of Traffic - Evening	$1,000 - $2,000 per event	
	Light Tower for Evening Work	$500 per event	

Description		Fee Type	Unit Cost
Asbestos, Lead-based Paint Screening & Abatement Services			
Cardno Field Labor		Daily Rate	$1,800
Cardno Office Labor			
	Brownfields Project Director: M. Ballogg	Hourly Rate	$205
	Environmental Project Director: R. Hagberg	Hourly Rate	$205
	Project Manager	Hourly Rate	$145
	Project Engineer	Hourly Rate	$120
	Sr. Environmental Tech	Hourly Rate	$110
	Field Tech	Hourly Rate	$80
	Clerical	Hourly Rate	$60
Subcontracted Services			
	Contractor: Asbestos Screening	$1,000 per mobilization + $28/sample	
	Contractor: Asbestos Air Monitoring During Abatement	Daily Rate	$2,500
	Contractor: Asbestos Abatement	Price based on asbestos levels and material	
	Lead-based Paint Screening	$1,000 per event + $25 /paint chip analysis	
Misc. Cardno Services			
Brownfields Reuse Planning / Reuse Planning		Per site	$7,500 - $15,000
ABCA		Per site	$5,000 - $7,500
Cardno Office Labor			
	Brownfields Project Director: M. Ballogg	Hourly Rate	$205
	Environmental Project Director: R. Hagberg	Hourly Rate	$205
	Project Manager	Hourly Rate	$145
	Project Engineer	Hourly Rate	$120
	Sr. Environmental Tech	Hourly Rate	$110
	Field Tech	Hourly Rate	$80
	Clerical	Hourly Rate	$60

Approved by Council
on 2/14/2017
Item VIII.6 (17-75)
to include for services
updated Exhibit A

City of Cocoa

AMENDMENT TO CONTRACT AGREEMENT

AMENDMENT #1

BID NO. RFQ-15-17-COC

This amendment to the original contract agreement for **Environmental Assessment & Characterization Services** is made and entered into as of February 14, 2017 by and between the **City of Cocoa** and **CARDNO, INC. 380 Park Place Blvd., Suite 300 Clearwater, Florida 33759.**

The agreement, entered into on September 23, 2015, is hereby amended to include: delineation borings/confirmatory supplemental soil sampling activities, excavation and removal of impacted soil, backfill, off-site disposal, and report preparation services.

CARDNO, INC. will provide remedial activities in accordance with Chapter 62-780 FAC Contaminated Site Cleanup Criteria, with activities as outlined in the Brownfields Site Rehabilitation Agreement (BSRA) the City and the associated agencies have executed. These activities may include above-ground storage tank removal, underground storage tank removal, interim source removal, and active remediation; as outlined in approved Remedial Action Plan(s) approved by the Florida Department of Environmental Protection. Additionally, remedial actions may include Asbestos, Lead based Paint and Indoor Air Quality Abatement to support redevelopment activities.

Lump sum, not-to-exceed, or time-and-materials proposals will be provided based on available site-specific information on a site-by-site basis to meet the conditions of this Agreement.

Attachment A, Proposal Fee Worksheet, is hereby amended to include Unit Costs for the activities specified in the amended contract agreement.

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

CARDNO, INC.

By: Miles G. Ballof
(Name) Printed

Brownfields Practice Leader
(Title)

Miles Ballof 2/27/17
(Signature) (Date)

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

(Signature) (Date)

CC: Carie Shealy, City Clerk
Ed Wegerif, Public Works
Steven Belden, Community Services
Tammy Eastburn, Finance

Cardno

Attachment A

Description		Fee Type	Unit Cost
Soil Sampling:			
Cardno Field Labor			
	Field Crew (can be combined with groundwater sampling)	Daily Rate	$1,800
	Sampling Equipment	Daily Rate	$500
Cardno Office Labor			
	Brownfields Project Director: M. Ballogg	Hourly Rate	$205
	Environmental Project Director: R. Hagberg	Hourly Rate	$205
	Project Manager	Hourly Rate	$145
	Project Engineer	Hourly Rate	$120
	Sr. Environmental Tech	Hourly Rate	$110
	Field Tech	Hourly Rate	$80
	Clerical	Hourly Rate	$60
Subcontracted Services			
	Driller	Daily & Per Foot	$1,750 + $50/foot
	Laboratory Sample Analysis	Per Sample/Per Analysis Method	$350-$500 per sample
	Typical Soil Sampling Event Total (based on 10 soil borings and typical analyses)		$6,000 to $12,000
Groundwater Sampling:			
Cardno Field Labor			
	Field Crew (can be combined with groundwater sampling)	Daily Rate	$1,800
	Sampling Equipment	Daily Rate	$500
Cardno Office Labor			
	Brownfields Project Director: M. Ballogg	Hourly Rate	$205
	Environmental Project Director: R. Hagberg	Hourly Rate	$205
	Project Manager	Hourly Rate	$145
	Project Engineer	Hourly Rate	$120
	Sr. Environmental Tech	Hourly Rate	$110
	Field Tech	Hourly Rate	$80
	Clerical	Hourly Rate	$60
Subcontracted Services			
	Driller	Daily & Per Foot w/well materials	$1,750 + $75/foot
	Laboratory Sample Analysis	Per Sample/Per Analysis Method	$350-$500 per sample
	Typical GW Event Total (based on 5-10 monitor wells 10-20 ft and typical analyses)		$8,000 to $15,000

Description		Fee Type	Unit Cost
Source Removal / Tank Removal			
Cardno Field Labor			
	Field Crew (can be combined with groundwater sampling)	Daily Rate	$1,800
	Sampling Equipment	Daily Rate	$500
Cardno Office Labor			
	Brownfields Project Director: M. Ballogg	Hourly Rate	$205
	Environmental Project Director: R. Hagberg	Hourly Rate	$205
	Project Manager	Hourly Rate	$145
	Project Engineer	Hourly Rate	$120
	Sr. Environmental Tech	Hourly Rate	$110
	Field Tech	Hourly Rate	$80
	Clerical	Hourly Rate	$60
Subcontracted Services			
	Contractor (tank)	Per tank (500 - 10,000 gallon)	$5,000 - $12,000
	Contractor (soil/IDW removal)	$1,000 per mob, $7 per ton excavation	
	Contractor (transportation and disposal of soil)	$65 to $85 per ton	
	Contractor (backfill)	$25 to $32 per cubic yard	
Demolition/Removal Services			
Cardno Field Labor		Daily Rate	$1,800
Cardno Office Labor			
	Brownfields Project Director: M. Ballogg	Hourly Rate	$205
	Environmental Project Director: R. Hagberg	Hourly Rate	$205
	Project Manager	Hourly Rate	$145
	Project Engineer	Hourly Rate	$120
	Sr. Environmental Tech	Hourly Rate	$110
	Field Tech	Hourly Rate	$80
	Clerical	Hourly Rate	$60
Subcontracted Services			
	Contractor: structure demo/removal w/o asbestos	$10 per square foot	
	Contractor: structure demo/removal w/ asbestos	$10 per square foot + $1,500 to $2,000	
	Contractor (concrete demo/removal)	$3 per square foot	
	Maintenance of Traffic - Daytime	$2,000 - $5,000 per event	
	Maintenance of Traffic - Evening	$1,000 - $2,000 per event	
	Light Tower for Evening Work	$500 per event	

Description		Fee Type	Unit Cost
Asbestos, Lead-based Paint Screening & Abatement Services			
Cardno Field Labor		Daily Rate	$1,800
Cardno Office Labor			
	Brownfields Project Director: M. Ballogg	Hourly Rate	$205
	Environmental Project Director: R. Hagberg	Hourly Rate	$205
	Project Manager	Hourly Rate	$145
	Project Engineer	Hourly Rate	$120
	Sr. Environmental Tech	Hourly Rate	$110
	Field Tech	Hourly Rate	$80
	Clerical	Hourly Rate	$60
Subcontracted Services			
	Contractor: Asbestos Screening	$1,000 per mobilization + $28/sample	
	Contractor: Asbestos Air Monitoring During Abatement	Daily Rate	$2,500
	Contractor: Asbestos Abatement	Price based on asbestos levels and material	
	Lead-based Paint Screening	$1,000 per event + $25 /paint chip analysis	
Misc. Cardno Services			
Brownfields Reuse Planning / Reuse Planning		Per site	$7,500 - $15,000
ABCA		Per site	$5,000 - $7,500
Cardno Office Labor			
	Brownfields Project Director: M. Ballogg	Hourly Rate	$205
	Environmental Project Director: R. Hagberg	Hourly Rate	$205
	Project Manager	Hourly Rate	$145
	Project Engineer	Hourly Rate	$120
	Sr. Environmental Tech	Hourly Rate	$110
	Field Tech	Hourly Rate	$80
	Clerical	Hourly Rate	$60

RFQ-15-17-COC

Approved By Council 6/23/2015
Item VII.1

Expires: 6/22/2018 w/renewal opt.

CONTINUING SERVICES AGREEMENT

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 23rd day of September, 2015, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, located at 65 Stone Street, Cocoa 32922 ("**City**"), and **CARDNO, INC.** a Delaware corporation authorized to do business in the State of Florida, located at 380 Park Place Blvd., Suite 300 Clearwater, Florida 33759 ("**Contractor**").

WITNESSETH:

WHEREAS, the City has an active, strong and vibrant Brownfields program and posted an RFQ for environmental assessment and characterization services on April 13, 2015; and

WHEREAS, based on the RFQ Selection Committee evaluations of each of the responding firms, the Selection Committee recommended Contractor to the City Council as the primary consultant for environmental assessment and characterization services; and

WHEREAS, Contractor is willing to provide such environmental assessment and characterization services to the City; and

WHEREAS, the City and Contractor mutually desire to enter into a continuing services agreement for the provision of environmental assessment and characterization services as set forth more fully herein.

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

1.0 TERM AND DEFINITIONS

1.1 This Agreement shall be effective upon execution by both parties and will remain in effect for a period of three (3) years and is renewable for one subsequent three-year renewal period by mutual agreement of the parties, unless sooner terminated by either party under the terms and condition of this Agreement.

1.2 The terms and conditions of any Task Authorization, as described in Section 2 hereof, shall be as set forth in such Task Authorization. Any Task Authorization in effect at the termination of this Agreement shall remain in effect until completion of said Task Authorization, and all of the terms and conditions of this Agreement shall survive until completion of all Task Authorizations.

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Contractor to provide the Services approved by Task Authorization by the City.

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

c. "Contractor" shall mean **CARDNO INC.,** a Delaware corporation authorized to do business in the State of Florida, located at 10004 Park Meadow Drive, Suite 300, Lone Tree, CO 80124, and its principals, employees, resident project representatives and assistants.

d. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes*.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Contractor or Contractor'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 expenses the City agrees to reimburse by Task Authorization.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Authorization consistent with the scope of work described in **Exhibit "A,"** which is attached hereto and fully incorporated herein by this reference.

g. "Task Authorization" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Contractor under this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City does not guarantee that Work will be assigned to the Contractor under this Agreement. However, from time to time, the City may request the Contractor to perform Services on a "task" basis. The City will communicate with Contractor, verbally or in writing, a general description of the task to be performed. The Contractor will generate a detailed Scope of Work document, prepare a Schedule to include a breakdown of hourly rates and fees, include a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task, and send the thus developed "Task Proposal" to the City. If a site visit by Contractor is needed to generate the scope document, Contractor shall request approval prior to visiting the site. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Authorization". The Scope of Services generally to be provided by the Contractor through a Task Authorization may include a variety of environmental assessment and characterization services. These services are more clearly enumerated in the attached **Exhibit "A".**

The City will issue a Notice to Proceed to the Contractor in the form of a City purchase order. Upon receipt of the signed Task Authorization and a written Notice to Proceed from the City, the Contractor shall perform the Services set forth in the Task Authorization.

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 Contractor. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Contractor will negotiate any change in total cost or schedule modifications. If the City and the Contractor approves any change, the Task Authorization will be modified in writing to reflect the change; and Contractor shall be compensated for said Services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by City's and Contractor's designated representative.

3.2 All of City's said Task Authorizations 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 Contractor shall perform the Services in conformance with the mutually agreed schedule set forth in the negotiated Task Authorization. Contractor shall complete all of said Services in a timely manner and will keep City appraised of the status of work on at least a weekly basis or as otherwise reasonably requested by the City. Should Contractor 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 Contractor without City's prior written consent, except as provided in Sections 3.1 and 20.1 herein.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONTRACTOR

5.1 General Services. For basic and additional Services performed by Contractor's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Contractor an amount equal to that agreed upon by the parties for a particular Task Authorization.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Contractor to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Contractor an amount equal to that billed to Contractor by the independent professional associates and consultants multiplied by a factor of 1.10. Prior to payment by the City, the Contractor shall submit to the City a copy of any written invoice received by Contractor from all independent professionals 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 Contractor'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 Contractor or independent professional associated or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Authorization.

5.4 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1, 5.2 and 5.3 above, City agrees to pay Contractor the actual cost of all Reimbursable Expenses incurred in connection with any Task Authorization.

5.5 Payment. Upon receipt of a proper invoice from Contractor, the City agrees to pay the Contractor the invoice amount providing said amount accurately reflects the terms and conditions of this Agreement and any applicable Task Authorization. Invoices may only be submitted on a monthly basis unless otherwise agreed by the City. Unless otherwise agreed in writing by the City, there shall be no other compensation paid to the Contractor and its principals, employees, resident project representatives (and assistants), and independent professional associates and consultants in the performance of Work under this Agreement. The City agrees to make all payments due within thirty (30) days of receipt of a proper invoice delivered by Contractor.

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 Contractor.

6.2 No inspection, review, or observation shall relieve Contractor of its responsibilities under this Agreement.

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Contractor 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, Contractor shall be responsible for providing the types of insurance and limits of liability as set forth below.

a) Professional Liability: Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit for each occurrence.

b) The Contractor shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Contractor from claims of property damages which may arise from any Services performed under this Agreement whether such Services are performed by the Contractor or by anyone directly employed by or contracting with the Contractor. 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.

c) The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

d) The Contractor shall maintain, during the life of this Agreement, adequate Worker's 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 noted in Section 10.1 shall be maintained during the term of this Agreement. Proof in the form of a certificate of insurance must be submitted before work may begin. Contractor shall provide City with Renewal certificates 30 days prior to any expiration date. Contractor shall provide City with a 30 day advance written notification in the event of cancellation or modification of any stipulated insurance coverage. **Contractor shall name City as an additional named insured on all insurance policies and stipulated insurance policies (except worker's compensation) as its interest may appear.**

10.3 Independent Associates and Consultants. All independent associates and consultants employed by Contractor to perform any Services shall fully comply with the insurance provisions contained in Sections 10.1 and 10.2. Contractor shall provide City with proof of insurance as noted in Section 10.2 for such independent associates and consultants.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS AND WARRANTIES

12.1 Contractor represents and warrants that the provision of Services shall conform to all requirements of this Agreement and any Task Authorization; 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.

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

12.3 Contractor represents and warrants that no principal (which includes officers, directors, or executive) or individual holding a professional license and performing Services under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Services required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Contractor guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Contractor 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.

14.0 DOCUMENTS

14.1 Public Records. In accordance with Section 119.0701, Florida Statutes, Contractor agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received under this Agreement or in connection with any funds provided by City under this Agreement may be considered public records under Chapter 119, Florida Statutes. Contractor agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by City in order to perform the services required by this Agreement. Contractor also agrees to provide the public with access to public records on the same terms and conditions that City would provide the records and at a cost

that does not exceed the cost provided by Chapter 119, Florida Statutes, or as provided by law. Contractor will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, Contractor will meet all requirements for retaining public records and transfer, at no cost, to City all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City. If Contractor does not comply with a public records request, City will have the right to enforce the provisions of this Section. In the event that Contractor fails to comply with the provisions of this Section, and City is required to enforce the provisions of this Section, or City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes, due to Contractor's failure to comply with the provisions of this Section, City will be entitled to collect from Contractor prevailing party reasonable attorney's fees and costs, and any damages incurred by City, for enforcing this Section against Contractor. And, if applicable, City will also be entitled to reimbursement of any and all reasonable attorney's fees and damages which City was required to pay a third party because of Contractor's failure to comply with the provisions of this Section. This Section will 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 Contractor and its independent contractors and associates under this Agreement or related exclusively to the provision of Services may be reused by City for any reason or purpose. City agrees that such documents are not intended or represented to be suitable for reuse by 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 adoption by Contractor, or its independent contractors and associates will be at City's sole risk and without liability or legal exposure to Contractor.

15.0 ASSIGNMENT

15.1 Contractor shall not assign or subcontract this Agreement, any Task Authorization 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 Contractor, Contractor shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

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

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

16.0 INDEPENDENT CONTRACTOR

16.1 With regard to any and all Services performed, it is specifically understood and agreed to between the parties that the contractual relationship between City and Contractor is such that Contractor is an independent contractor and is neither an agent nor employee of City.

17.0 DEFAULT BY CONTRACTOR AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind or suspend all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement.

17.2 Contractor 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 with thirty (30) calendar days, in which case the Contractor shall have such time as is reasonably necessary to remedy the default, provided the Contractor promptly takes and diligently pursues such actions as are necessary.

17.3 Contractor is adjudicated bankrupt or makes any assignment for the benefit of creditors or Contractor becomes insolvent, or is unable or unwilling to pay its debts; or

17.4 Contractor has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

17.5 Contractor has committed any act of fraud upon the City; or

17.6 Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, for convenience by providing the Contractor with thirty (30) days written notice. In addition, the City shall have the right to also terminate this Agreement if: (a) Contractor is in default pursuant to paragraph 17.0 Default; (b) Contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any condition or provision of this Agreement; or (d) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under his Agreement. In the event of such termination, City shall be liable only for the payment of all unpaid charges,

determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any item 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 Contractor.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Authorization and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Contractor with respect to the Services specified and all previous representatives relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES. Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

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

31.0 NOTICE

31.1 For Contractor:
CARDNO, INC.
Attention: Miles Ballogg
380 Park Place Blvd.
Suite 300

Clearwater, Florida 33759
727-431-1555
milesballogg@cardno.com

For City:
City of Cocoa
Attention: Susan McGrady
65 Stone Street, Cocoa, Florida 32922
321-433-8510
smcgrady@cocoafl.org

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

32.0 SOVEREIGN IMMUNITY Nothing contained in this Agreement will be construed as a waiver of City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on City's potential liability under state or federal law. City will not be liable under this Agreement for punitive damages or interest for the period before judgment. City will not be liable for any claim or judgment 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 three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY CONTRACTOR.

Contractor hereby represents and warrants to the City the following:

a) Contractor is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified, licensed and authorized to carry on the functions and operations set forth in this Agreement. Contractor agrees to provide a copy of all said licenses to the City prior to the execution of this Agreement.

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

34.0 INDEMNIFICATION

Contractor shall indemnify and hold harmless the City, its officers, employees, and city attorneys (individually and in their official capacity), from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement or for breach of this Agreement.

The indemnification provided above shall obligate the Contractor to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its officers, employees, and city attorneys which may be covered by this indemnification. In all events the City and its officers, employees, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

35.0 BONDS. To the extent deemed necessary and required by the City, Contractor shall supply all materials, performance and payment bond(s) in form approved by the City's City Attorney and in accordance with Florida Law and in an amount specified in any Task Order.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CONTRACTOR
CARDNO INC.

By: Miles G. Ballogg
Name: Miles G. Ballogg
Title: Director

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 23rd day of September 2015, by Miles Ballogg (name), as Director (title) of **CARDNO INC.**, a Delaware corporation authorized to do business in the State of Florida,, [✓] who is personally known to me or [ ] who has produced n/a as identification.

S. SHAWN LASSETER
Notary Public - State of Florida
My Comm. Expires Dec 30, 2017
Commission # FF 051731

NOTARY PUBLIC, State of Florida
My commission expires: December 30, 2017

CITY:

CITY OF COCOA, FLORIDA:

By: John A. Titkanich
John A. Titkanich, AICP,
City Manager

ATTEST:

By: Carie Shealy
Carie Shealy, City Clerk

EXHIBIT "A"
SERVICES

2015 Rate Schedule

Classification	Rate
Principal	$290
Project Director	$205
Demographer / Economist	$170
Senior Engineer/ Hydrogeologist/Ecologist	$170
Senior Planner	$155
Project Manager	$145
Brownfields Manager	$145
Senior GIS Specialist	$145
Landscape Architect	$125
Project Engineer / Engineer Intern	$120
Brownfields Specialist	$120
Designer	$110
Planner	$110
Senior Environmental Technician	$110
GIS Specialist	$95
Environmental Scientist/Geologist	$85
Field Technician	$80
Clerical	$80

For Expert Witness Testimony and related services, a surcharge of 50 percent will apply.

Effective Period: thru December 31, 2015

Rates are subject to adjustment as appropriate to compensate for inflation, cost of doing business and/or changes in the workforce

380 Park Place Blvd
Suite 300
Clearwater, FL 33759
USA
Phone 727 531 3505
Phone 800 861 8314
Fax 727 539 1294

www.Cardno.com

September 15, 2015
Revised

Susan D. McGrady
CRA Program Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

RE: **Initial Proposal/Scope**
City of Cocoa EPA Brownfields Community-wide Assessment Grant
Professional Services

Dear Susan:

Cardno is pleased to submit the following technical and cost proposal for Brownfields Consulting services under the City of Cocoa's EPA Brownfields Community-wide Assessment for Hazardous Substances and Petroleum Products Grant. We understand that activities conducted under this grant are to be conducted in accordance with EPA Terms and Conditions included with the Cooperative Agreement. We gladly anticipate that this funding will be used to support the transformation of Brownfields within the Diamond Square Community Redevelopment Area (CRA) into viable redevelopment projects. Cardno appreciates the opportunity to support the City in this transformation.

We have reviewed the EPA work plan and propose the following activities in accordance with the work plan, as well as additional activities to assist in making the City of Cocoa Community-wide Assessment Grant a national model.

Task 1- Comprehensive EPA Programmatic Support

Cardno will provide comprehensive EPA Programmatic Support for the three-year period of the assessment grant. This support will be provided on an as-needed, time-and-materials, not-to-exceed basis. The following activities are anticipated to be completed under this task. However additional programmatic support activities may be added to this task at the discretion of the City's Brownfields Project Director and staff as required by the EPA Brownfields Project officer.

Anticipated Brownfields Programmatic Support Activities include:

- Assistance in preparation of quarterly reports and required documentation (12 quarters). These reports will be submitted within 30 days after the end of each Federal fiscal quarter.
- Assistance with annual reporting Including :
    - Disadvantaged Business Enterprise Reporting (Minority Business Enterprise/Women-owned Business Enterprise (MBE/WBE)) will be completed annually using EPA Form 5700-52A in October of each year.
    - Federal Financial Reports (FFRs): EPA Standard Form 425 will be submitted annually to EPA by January 30 of each project year and at the close of the grant.

  - Annual site projections: On or before April 30th of each project year, Cardno will assist the City in identifying the anticipated number of Phase I and Phase II ESAs expected to be completed in the upcoming year.
- Assistance with the property-specific information upon completions of Phase I and Phase II ESAs, to be entered electronically in EPA's Assessment Cleanup Redevelopment Exchange System (ACRES) database. Cardno will assist the City in updating the ACRES database at the completion of project milestones for assessments conducted by Cardno.
- Support for EPA, State and Community-wide project kick-off meeting and other EPA meetings, tours and site visits.
- Assistance in the interpretation of EPA Terms and Conditions and Region IV EPA Brownfields Policy pertaining to your assessment grant.
- Upon authorization of Phase II ESA scope(s) by the City, Cardno will assist with completion and submittal of EPA Brownfields Site-Specific Project Eligibility Determination Forms.
- Interagency coordination with Federal, State and Local Brownfields agencies on an as-needed basis. This Task will provide for meetings and teleconferences with applicable brownfields agencies to coordinate interagency efforts related to technical Brownfields assessment activities.
- Preparation of EPA Final Performance Report (grant close-out) within 90 days of the last required quarterly report. The last quarterly report will serve as the final financial performance report.

Task 1 – Total Estimated Cost (Time and Materials Not to Exceed (NTE)) $15,000.00*
**This task will be billed on an as-needed, time-and-materials, not-to-exceed basis (per attached worksheets).*

Task 2 –Public Involvement and Engagement

Cardno will provide project support for public involvement and engagement activities for the three-year grant cycle on an as-needed, time-and-materials, not-to-exceed basis with the exception of the Community Engagement Plan (which will be provided on a lump-sum basis). These activities are anticipated to include the following activities but will be modified to provide support for public involvement and engagement at the direction of the City Brownfields Project Director and designees.

***Task 2A* – Cocoa Community Engagement Plan (CEP)** – Cardno will assist the City in the development of a CEP in accordance with guidance provided in the EPA's *"Preparing Your Brownfields Community Engagement Plan: Involving Your Community"* document. The City's CEP will describe processes, activities, and planned outreach materials necessary to implement the grant activities. As previously mentioned, this task will be billed on a lump sum basis.

***Task 2B* – Community Engagement Support** – Cardno will provide the following on demand as Time and Materials basis:

- Community outreach and education support for City of Cocoa Brownfields stakeholders.
- Public meeting support pertaining to the City of Cocoa Brownfields Program.
- Brownfields workshop support and preparation.
- GIS Inventories, if necessary, to convey potential Brownfields redevelopment projects to community members and other stakeholders.

- Outreach/meetings and education for Brownfields property owners, community groups, businesses, local government partners, realtors and other interested parties.
- Assistance with education and outreach materials, as-needed; as well as presentations and presentation materials including graphics support (PowerPoint, handouts flyers).
- Support of brownfields redevelopment meetings pertaining to state federal and local brownfields incentives and programs to support viable redevelopment projects.

Task 2 Fees:

Task 2A: Community Engagement Plan (Lump Sum)	$ 4,000.00
Task 2B: Community Engagement Support (T&M NTE)	$ 11,000.00
Task 2 Estimated Total Estimated Costs	$ 15,000.00

Task 3 - Completion of EPA Generic Quality Assurance Project Plan

Cardno is proposing the completion of one (1) Generic Quality Assurance Project Plan to be prepared in accordance with *EPA Quality Assurance Guidelines for Conducting Brownfields Site Assessments.* This Task will be performed on a lump-sum basis.

Task 3 – Total Estimated Costs (Lump Sum) ..... $ 3,800

Task 4 – Assessment Completion of Phase I Environmental Site Assessments (ESAs)

Cardno understands that up 30 Phase I ESAs may be completed under this project under the Cocoa Brownfields Program. All Phase I ESAs will be prepared in accordance with the EPA standard for *All Appropriate Inquiries* established in the *Small Business Liability Relief and Brownfields Revitalization Act* (the Brownfields Amendments to the Comprehensive Environmental Response, Compensation and Liability Act) and ASTM *E1527-13 Standard Practice for Environmental Site Assessments.* Cardno will assist the County in completing the AAI Reporting Requirements Checklist for each Phase I ESA conducted with Brownfields grant funds (if required).

To assess the potential for recognized environmental concerns on each property, Cardno will perform the following tasks:

- Inspect the subject property and surrounding areas to identify indicators of past or present hazardous materials/hazardous waste usage, storage or disposal.
- Investigate current and past owners (to the extent reasonably practical), regarding previous uses of the property and historical information pertinent to the subject property and surrounding areas.
- Investigate historical listings and aerial photographs to identify any past or present properties in the vicinity of the subject property for hazardous materials/hazardous waste usage or storage. City Directories will be reviewed, if available, and historical aerials will be researched as far in the past as possible (based on locally-available aerials) until strictly agricultural or undeveloped use of the property is apparent.
- Review Soil Conservation Service surveys and available topographical maps of the property and its vicinity, and other pertinent data, to provide a preliminary hydrogeological characterization of the site.
- Review current State and Federal listings of potential and confirmed contaminated sites to determine if environmental monitoring or enforcement activities are or have occurred on or near the subject property.

- Review regulatory files for the subject property to identify previous assessment, remedial, or enforcement activities for this site.
- Review data developed from field, agency and records reconnaissance for technical accuracy and corroboration. Assemble report containing conclusions and recommendations for the property.
- Report to the client any situations encountered during the execution of this contract that fall beyond the scope of work. Specific recommendations will be provided. However, no further action will be taken without written authorization from the client.

Recommended actions for Phase II ESA activities (if necessary) will be provided under separate cover at the conclusion of the Phase I Environmental Site Assessment if additional assessment is recommended. Electronic copies of the report will be provided to the City's Brownfields Data Manager (with up to three hard copies upon request).

Task 4 -Total Estimated Costs: (Lump Sum).....$ To Be Determined *

**The cost for a Phase I ESA may vary dependent on size and complexity of the project the need for Asbestos and Leas based Paint Screening and other Phase I Activities. Cardno is prepared to provide individual proposals for proposed Phase I Activities under the Cocoa Brownfields Program on an as-needed basis.*

Task 5 - Completion of EPA Site Specific Quality Assurance Project Plans & Health & Safety Plans

Cardno is proposing the completion of up to (8) eight Site-Specific Quality Assurance Project Plans (QAPPs) along with the associated Health and Safety plans in accordance with the current EPA Cooperative Agreement Work Plan. QAPPs will be prepared in accordance with *EPA Quality Assurance Guidelines for Conducting Brownfields Site Assessments* and submitted to the EPA project officer for approval prior to conducting Phase II Environmental Assessment activities. Cardno will also complete an OSHA-compliant Health and Safety Plan for sites requiring field investigations as required by EPA cooperative agreement terms and conditions. This Task will be performed on a lump-sum basis.

Task 5 - Total Estimated Cost - SS QAPP/H&S Plans ($3,200 each).....$(TBD) *

**Total dollar amount to be determined (TBD) by the number of Site Specific Quality Assurance plans awarded to Cardno. Cardno is prepared to provide scopes for individual sites on an as-needed basis.*

Task 6 - Completion of EPA Phase II Environmental Site Assessments (ESAs)

For properties requiring additional assessment (such as soil and or groundwater analysis) as a result of Phase I ESA findings, Cardno will complete a Phase II ESA in accordance with the Terms and Conditions of the *EPA Cooperative Agreement and ASTM Method E 1903-97 (Phase II Environmental Site Assessment)*. Where possible, we will also incorporate information required under Chapter 17-785 FAC, the Florida Brownfields Cleanup Criteria Rule that may be necessary if the Phase II results in additional brownfields site assessment activities as possibly required by the FDEP. **Please note that costs associated with Phase II Environmental Assessments vary broadly.** Cardno acknowledges the $164,600 Phase II budget for this task. As such, Phase II costs will determine the number of Phase II assessments completed under this task. Individual Phase II costs will be provided on a project-by-project lump-sum basis.

Task 6 -Total Estimated Costs (not to exceed): Phase II Assessments ..... TBD *

** Phase II ESA costs will be provided upon City request and will vary dependent on the size and complexity of the Site and the Recognized Environmental Conditions Identified during Phase I ESA activities.*

Task 7 – Remedial/Reuse Planning –
Cardno will conduct up to 8 Analysis of Brownfields Cleanup Alternatives (ABCAs) resulting from Phase II ESAs findings; or up to 8 Brownfields Reuse Plans, as per the EPA Work Plan for this grant. The ABCAs will also serve as the framework for remedial action plans required under Florida's Chapter 17-785: *The Brownfield Cleanup Criteria Rule*. Sites undergoing remedial planning through the County's brownfields program will be encouraged to consider entering into a Brownfields Site Rehabilitation Agreement (BSRA) with FDEP that provides the regulatory framework for assessment and remediation and potential redevelopment of environmentally-impacted sites. Reuse plans can include preliminary conceptual rendering based on input form staff, potential end users and other interested stakeholders to assist in capturing the vision and power of transformation of potential redevelopment of Brownfields sites. Alternatively other reuse planning efforts can be completed with the existing budget at County Staff's direction.

Task 7 - Total Estimated Costs: (ABCAs /Reuse Plans @ $7,500 each)..... TBD *
**Individual proposals for ABCAs and Reuse Planning will be provided to the City upon request and will vary dependent upon size and complexity of the project site.*

Task 8 – EPA Brownfields Grant Writing -
Cardno is poised to assist the City of Cocoa with all of its future Brownfields Grant Writing needs. Cardno is the most successful Brownfields Grant Writing firm within EPA Region IV. Since 2003, Cardno has assisted the City of Cocoa in obtaining $1.2 million in grant funding and recently assisted in obtaining a $200,000 EPA Petroleum Assessment and $200,000 Hazardous Substance Assessment. Cardno has vast experience in EPA Brownfields Grants including: Brownfields Community Wide and Coalition Assessment Grants, Brownfields Clean-Up Grants, Brownfields Cleanup Revolving Loan Fund Grant, Supplemental Brownfields Clean-Up Revolving Loan Funds, Brownfields Planning Grants and Brownfields Multi-Purpose Grants. Cardno will be please to provide a full proposal for any of these and other redevelopment related grants on an as needed basis.

Task 8 - Total Estimated Costs: ..... TBD *
**Cardno is currently in a position to complete some EPA Brownfields grant writing assignments on a Pro bono basis for our valued clients.*

We understand that the proposed activities may be modified over the life of the grant and we are prepared to modify the scope and/or focus of the proposal as requested by the City. Cardno is also poised to assist the City with any Environmental Assessment and Remedial Planning and Reuse Planning needs as they arise under the EPA Grant and will provide individual proposals for these activities upon request by the City.

It is also understood that under no circumstances should the contract exceed the amount of contractual services as authorized by EPA under the current EPA Cooperative Work Plan. Please feel free to contact me at 727.431.1555 to discuss this scope further if necessary.

Sincerely,

Miles G. Ballogg
Director
for Cardno

Steven P. Howarth, PE
Sr. Vice President
for Cardno

Attachments:

A: Initial Scope/Proposal Fee Worksheet (Revised - September 15, 2015)
B: Labor and Expense Rates

Cardno

Attachment A

Initial Scope/Proposal Fee Worksheet
September 15, 2015

Task	Description	Fee Type	Unit Cost	No. Units	Proposed Cost
1	Comprehensive Programmatic Support	T&M / NTE	$ 15,000.00	1	$ 15,000.00
2	Community Involvement Plan	LS	$ 4,000.00	1	$ 4,000.00
2B	Additional Community Involvement/Engagement	T&M / NTE	$ 11,000.00	1	$ 11,000.00
3	Generic Quality Assurance Project Plans	T&M / NTE	$ 3,800.00	1	$ 3,800.00
4	Phase I Environmental Assessments	LS	$ 3,500.00	UK	TBD
5	Site-Specific QAPP	LS	$ 3,500.00	UK	TBD
6	Phase II Environmental Assessments	LS	UK	UK	TBD
7	Remedial Planning/ABCA	LS	$ 7,500.00	UK	TBD
8	EPA & Redevelopment Grant Writing	LS	TBD	UK	TBD
	Total				**$ 33,800.00**

Legend: T&M = Time and Materials
NTE = Not to Exceed
LS = Lump Sum
UK - Based on Number of Assignments from the City And or Site Complexity
TBD- To Be determined based on number of projects assigned by the City

Note: All T&M rates are based on the Cardn's Attached rate sheet (included as Attachment B)

Legislation Details (With Text)

File #:	15-266	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Council Busines	
File created:	6/2/2015		**In control:**	City Council	
On agenda:	6/23/2015		**Final action:**		

Title: 1. Accept the Environmental Assessment and Characterization RFQ Selection Committee Recommendations of Cardno and Terracon Consultants, Inc. to serve as the City's Environmental Engineering Contractors.
2. Authorize Staff to negotiate a Continuing Services Agreement to present to the City Manager for signature for both Cardno and Terracon Consulting, Inc. to serve as the City's Environmental Engineering Contractors on a Task Order basis.

Sponsors:

Indexes:

Code sections:

Attachments: Cardno.pdf
Terracon Consulting Inc.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 2, 2015
Agenda Date: June 23, 2015
Prepared By: Susan D. McGrady, CRA Program Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:

1. Accept the Environmental Assessment and Characterization RFQ Selection Committee Recommendations of Cardno and Terracon Consultants, Inc. to serve as the City's Environmental Engineering Contractors.
2. Authorize Staff to negotiate a Continuing Services Agreement to present to the City Manager for signature for both Cardno and Terracon Consulting, Inc. to serve as the City's Environmental Engineering Contractors on a Task Order basis.

BACKGROUND:

The City of Cocoa has had an active Brownfields Program since the initial Environmental Protection Agency (EPA) Assessment Grant in 2003. With subsequent EPA grant awards in 2005 and 2009, the City has continued to maintain a strong and vibrant Program.

The City's 2015 Fiscal Year Budget contains a line item allocation of $50,000.00 to maintain the Program and provide assessment services to business and property owners throughout the City. In an effort to provide the most complete and state-of-the-art assessment services, as well as in anticipation of the potential receipt of an EPA Assessment Grant in 2015, City staff developed a Request for Qualifications (RFQ) for Environmental Assessment and Characterization Services (RFQ

#-15-17-COC). The RFQ was posted on DemandStar on April 13, 2015. At the close of the offering on May 8, 2015 seven (7) firms responded to the Request for Qualifications. As Council is aware, on May 28, 2015 the City was awarded a $400,000.00 US EPA Brownfields Community-Wide Assessment Grant.

The Environmental Assessment and Characterization Selection Committee consisted of John A. Titkanich, Jr., AICP, City Manager, Steven P. Belden, AICP, Community Services Director, Jack Walsh, PE, Utilities Director, Nancy A. Dresser, Community Services Deputy Director and Susan D. McGrady, CRA Program Manager. The Selection Committee met on May 27, 2015 to review, score and rank the submittals. The ranking of the submittals is as follows:

1. Cardno
2. Terracon Consulting, Inc.
3. ECT, Inc.
4. PPM Consultants, Inc,
5. E Sciences, Inc.
6. Tetra Tech, Inc.
7. SCS Engineers

Therefore, based on the RFQ Selection Committee evaluation of all of the firms' relevant environmental engineering experience, quality control measures, ability to provide services in a timely manner, and approach to an understanding of the overall goals of the City of Cocoa, the Committee recommends Cardno as the primary consultant and Terracon Consultants, Inc. as the secondary consultant to City Council.

Staff is requesting that Council direct staff to negotiate continuing services agreements with the firms. Work conducted under these agreements will be on a task order basis. By contracting with both firms, the City ensures competitive pricing as well as timely responses to the City's task orders.

STRATEGIC PLAN CONNECTION:

The Strategic Initiative of Economic Development and Community Development can be met through this Agenda Item in both attracting businesses and improving the quality of life for the citizens of Cocoa.

BUDGETARY IMPACT:

There is no budgetary impact with this item.

PREVIOUS ACTION:

There is no previous action for this item.

RECOMMENDED MOTION:

1. Accept the Environmental Assessment and Characterization RFQ Selection Committee Recommendations of Cardno and Terracon Consultants, Inc. to serve as the City's

Environmental Engineering Contractors.

2. Authorize Staff to negotiate a Continuing Services Agreement to present to the City Manager for signature for both Cardno and Terracon Consulting, Inc. to serve as the City's Environmental Engineering Contractors on a Task Order basis.

- **Approved. Task Order Request Form (2015-01) and Resolution No. 2015-030 to be executed and distributed as necessary.**

VI. PUBLIC HEARINGS:

- **None.**

VII. COUNCIL BUSINESS:

1. 1) Accept the Environmental Assessment and Characterization RFQ selection committee recommendation of Cardno and Terracon Consultants, Inc. to serve as the City's Environmental Engineering contractors. (2) Authorize staff to negotiate a Continuing Services Agreement to present to the City Manager for signature for both Cardno and Terracon Consulting, Inc. to serve as the City's Environmental contractors on a task order basis (15-266). (Community Services Director)

   - **Approved.**

VIII. CITY BUSINESS:

1. Authorize the City Manager to sign Amendment No. 1 to Task Order No. 2015-65 with CH2M Hill Engineers, Inc. for Construction Inspection Services for the Dyal Water Treatment Plant elevated walkway, project no. WS16EW, and Floc/Sed Basin improvements, project no. WS1216; to approve a Resolution amending the FY2015 budget (15-250). (Utilities Director)

   - **Approved. Amendment No. 1 to Task Order Request Form (2015-65) and Resolution No. 2015-031 to be executed and distributed as necessary.**

2. Approve the extension of the current Inter-local Agreement between Brevard County Board of County Commissioners and the City of Cocoa regarding Automatic Aid for fire protection and rescue services (15-268). (Fire Chief)

   - **Approved.**

3. Approval to participate in a contract with Pride Enterprises Heavy Vehicle Renovations of Daytona Beach, Florida, PRIDE, to use a Ford F-750 with a 24 Ft Box, provided by the City of Cocoa, to design, fabricate and equip a Mobile Command Vehicle to be used by Police and Fire, and to authorize the City Manager to sign and execute the agreement upon inspection of the final product (15-277). (Chief of Police)

Approved By Council 06/23/2015
Item VII.1 RFQ-15-17-COC
Expires: 9/30/2018 W/renewal opts.

CONTINUING SERVICES AGREEMENT

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 1ST day of OCTOBER, 2015, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, located at 65 Stone Street, Cocoa 32922 ("**City**"), and **TERRACON CONSULTANTS, INC.,** a Kansas corporation authorized to do business in the State of Florida, located at 18001 W. 106th Street, Suite 300, Olathe, KS 66061 ("**Contractor**").

WITNESSETH:

WHEREAS, the City has an active, strong and vibrant Brownfields program and posted an RFQ for environmental assessment and characterization services on April 13, 2015; and

WHEREAS, based on the RFQ Selection Committee evaluations of each of the responding firms, the Selection Committee recommended Contractor to the City Council as a consultant for environmental assessment and characterization services; and

WHEREAS, Contractor is willing to provide such environmental assessment and characterization services to the City; and

WHEREAS, the City and Contractor mutually desire to enter into a continuing services agreement for the provision of environmental assessment and characterization services as set forth more fully herein.

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

1.0 TERM AND DEFINITIONS

1.1 This Agreement shall be effective upon execution by both parties and will remain in effect for a period of three (3) years and is renewable for one subsequent three-year renewal period by mutual agreement of the parties, unless sooner terminated by either party under the terms and condition of this Agreement.

1.2 The terms and conditions of any Task Authorization, as described in Section 2 hereof, shall be as set forth in such Task Authorization. Any Task Authorization in effect at the termination of this Agreement shall remain in effect until completion of said Task Authorization, and all of the terms and conditions of this Agreement shall survive until completion of all Task Authorizations.

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Contractor to provide the Services approved by Task Authorization by the City.

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

c. "Contractor" shall mean **TERRACON CONSULTANTS, INC.,** a Kansas corporation authorized to do business in the State of Florida, located at 18001 W. 106th Street, Suite 300, Olathe, KS 66061, and its principals, employees, resident project representatives and assistants.

d. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes*.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Contractor or Contractor'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 expenses the City agrees to reimburse by Task Authorization.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Authorization consistent with the scope of work described in **Exhibit "A,"** which is attached hereto and fully incorporated herein by this reference.

g. "Task Authorization" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Contractor under this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City does not guarantee that Work will be assigned to the Contractor under this Agreement. However, from time to time, the City may request the Contractor to perform Services on a "task" basis. The City will communicate with Contractor, verbally or in writing, a general description of the task to be performed. The Contractor will generate a detailed Scope of Work document, prepare a Schedule to include a breakdown of hourly rates and fees, include a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task, and send the thus developed "Task Proposal" to the City. If a site visit by Contractor is needed to generate the scope document, Contractor shall request approval prior to visiting the site. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Authorization". The Scope of Services generally to be provided by the Contractor through a Task Authorization may include a variety of leak detection services. These services are more clearly enumerated in the attached **Exhibit "A".**

The City will issue a Notice to Proceed to the Contractor in the form of a City purchase order. Upon receipt of the signed Task Authorization and a written Notice to Proceed from the City, the Contractor shall perform the Services set forth in the Task Authorization.

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 Contractor. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Contractor will negotiate any change in total cost or schedule modifications. If the City and the Contractor approves any change, the Task Authorization will be modified in writing to reflect the change; and Contractor shall be compensated for said Services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by City's and Contractor's designated representative.

3.2 All of City's said Task Authorizations 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 Contractor shall perform the Services in conformance with the mutually agreed schedule set forth in the negotiated Task Authorization. Contractor shall complete all of said Services in a timely manner and will keep City appraised of the status of work on at least a weekly basis or as otherwise reasonably requested by the City. Should Contractor 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 Contractor without City's prior written consent, except as provided in Sections 3.1 and 20.1 herein.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONTRACTOR

5.1 General Services. For basic and additional Services performed by Contractor's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Contractor an amount equal to that agreed upon by the parties for a particular Task Authorization.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Contractor to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Contractor an amount equal to that billed to Contractor by the independent professional associates and consultants multiplied by a factor of 1.10. Prior to payment by the City, the Contractor shall submit to the City a copy of any written invoice received by Contractor from all independent professionals 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 Contractor'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 Contractor or independent professional associated or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Authorization.

5.4 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1, 5.2 and 5.3 above, City agrees to pay Contractor the actual cost of all Reimbursable Expenses incurred in connection with any Task Authorization.

5.5 Payment. Upon receipt of a proper invoice from Contractor, the City agrees to pay the Contractor the invoice amount providing said amount accurately reflects the terms and conditions of this Agreement and any applicable Task Authorization. Invoices may only be submitted on a monthly basis unless otherwise agreed by the City. Unless otherwise agreed in writing by the City, there shall be no other compensation paid to the Contractor and its principals, employees, resident project representatives (and assistants), and independent professional associates and consultants in the performance of Work under this Agreement. The City agrees to make all payments due within thirty (30) days of receipt of a proper invoice delivered by Contractor.

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 Contractor.

6.2 No inspection, review, or observation shall relieve Contractor of its responsibilities under this Agreement.

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Contractor 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, Contractor shall be responsible for providing the types of insurance and limits of liability as set forth below.

a) Professional Liability: Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit for each occurrence.

b) The Contractor shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Contractor from claims of property damages which may arise from any Services performed under this Agreement whether such Services are performed by the Contractor or by anyone directly employed by or contracting with the Contractor. 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.

c) The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

d) The Contractor shall maintain, during the life of this Agreement, adequate Worker's 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 noted in Section 10.1 shall be maintained during the term of this Agreement. Proof in the form of a certificate of insurance must be submitted before work may begin. Contractor shall provide City with Renewal certificates 30 days prior to any expiration date. Contractor shall provide City with a 30 day advance written notification in the event of cancellation or modification of any stipulated insurance coverage. **Contractor shall name City as an additional named insured on all insurance policies and stipulated insurance policies (except worker's compensation) as its interest may appear.**

10.3 Independent Associates and Consultants. All independent associates and consultants employed by Contractor to perform any Services shall fully comply with the

insurance provisions contained in Sections 10.1 and 10.2. Contractor shall provide City with proof of insurance as noted in Section 10.2 for such independent associates and consultants.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS AND WARRANTIES

12.1 Contractor represents and warrants that the provision of Services shall conform to all requirements of this Agreement and any Task Authorization; 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.

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

12.3 Contractor represents and warrants that no principal (which includes officers, directors, or executive) or individual holding a professional license and performing Services under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Services required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Contractor guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Contractor 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.

14.0 DOCUMENTS

14.1 Public Records. In accordance with Section 119.0701, Florida Statutes, Contractor agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received under this Agreement or in connection with any funds provided by City under this Agreement may be considered public records under Chapter 119, Florida Statutes. Contractor agrees to keep and maintain any and all

public records that ordinarily and necessarily would be required by City in order to perform the services required by this Agreement. Contractor also agrees to provide the public with access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as provided by law. Contractor will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, Contractor will meet all requirements for retaining public records and transfer, at no cost, to City all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City. If Contractor does not comply with a public records request, City will have the right to enforce the provisions of this Section. In the event that Contractor fails to comply with the provisions of this Section, and City is required to enforce the provisions of this Section, or City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes, due to Contractor's failure to comply with the provisions of this Section, City will be entitled to collect from Contractor prevailing party reasonable attorney's fees and costs, and any damages incurred by City, for enforcing this Section against Contractor. And, if applicable, City will also be entitled to reimbursement of any and all reasonable attorney's fees and damages which City was required to pay a third party because of Contractor's failure to comply with the provisions of this Section. This Section will 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 Contractor and its independent contractors and associates under this Agreement or related exclusively to the provision of Services may be reused by City for any reason or purpose. City agrees that such documents are not intended or represented to be suitable for reuse by 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 adoption by Contractor, or its independent contractors and associates will be at City's sole risk and without liability or legal exposure to Contractor.

15.0 ASSIGNMENT

15.1 Contractor shall not assign or subcontract this Agreement, any Task Authorization 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 Contractor, Contractor shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

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

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

16.0 INDEPENDENT CONTRACTOR

16.1 With regard to any and all Services performed, it is specifically understood and agreed to between the parties that the contractual relationship between City and Contractor is such that Contractor is an independent contractor and is neither an agent nor employee of City.

17.0 DEFAULT BY CONTRACTOR AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind or suspend all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement.

17.2 Contractor 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 with thirty (30) calendar days, in which case the Contractor shall have such time as is reasonably necessary to remedy the default, provided the Contractor promptly takes and diligently pursues such actions as are necessary.

17.3 Contractor is adjudicated bankrupt or makes any assignment for the benefit of creditors or Contractor becomes insolvent, or is unable or unwilling to pay its debts; or

17.4 Contractor has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

17.5 Contractor has committed any act of fraud upon the City; or

17.6 Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, for convenience by providing the Contractor with thirty (30) days written notice. In addition, the City shall have the right to also terminate this Agreement if: (a) Contractor is in default pursuant to paragraph 17.0 Default; (b) Contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to

comply with any condition or provision of this Agreement; or (d) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under his Agreement. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any item 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 Contractor.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Authorization and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Contractor with respect to the Services specified and all previous representatives relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES. Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

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

31.0 NOTICE

31.1 For Contractor:
TERRACON CONSULTANTS, INC.
Attention: Belinda Richard, Contract Manager
504 E. Tyler Street
Tampa, Florida 33602

Phone: 813-321-0345
Email: bsrichard@terracon.com

For City:
CITY OF COCOA
Attention: Susan McGrady
65 Stone Street, Cocoa, Florida 32922
321-433-8510
smcgrady@cocoafl.org

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

32.0 SOVEREIGN IMMUNITY Nothing contained in this Agreement will be construed as a waiver of City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on City's potential liability under state or federal law. City will not be liable under this Agreement for punitive damages or interest for the period before judgment. City will not be liable for any claim or judgment 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 three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY CONTRACTOR.

Contractor hereby represents and warrants to the City the following:

a) Contractor is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified, licensed and authorized to carry on the functions and operations set forth in this Agreement. Contractor agrees to provide a copy of all said licenses to the City prior to the execution of this Agreement.

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

34.0 INDEMNIFICATION

Contractor shall indemnify and hold harmless the City, its officers, employees, and city attorneys (individually and in their official capacity), from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement or for breach of this Agreement.

35.0 BONDS. To the extent deemed necessary and required by the City, Contractor shall supply all materials, performance and payment bond(s) in form approved by the City's City Attorney and in accordance with Florida Law and in an amount specified in any Task Order.

36.0 ADDITIONAL TERMS. The Supplemental Terms and Conditions are attached hereto and hereby incorporated by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CONTRACTOR
TERRACON CONSULTANTS, INC.
By: _____

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 1st day of Oct. 2015, by Marc Mulligan, as Sr. Associate of Terracon Consultants, Inc. a Kansas corporation authorized to do business in the State of Florida, [X] who is personally known to me or [ ] who has produced _____ as identification.

Julia Ann Brown
Notary Public State of Florida
Julia Ann Brown
My Commission FF85245
Expires 01/22/2018

NOTARY PUBLIC, State of Florida
My commission expires: 1/22/2018

CITY:

CITY OF COCOA, FLORIDA,

By: _____
John A. Titkanich, AICP,
City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

Article 36
Supplemental Terms and Conditions

Consequential Damages. Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

Standard of Care/Warranty. Contractor will perform the services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONTRACTOR MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONTRACTOR'S SERVICES AND CONTRACTOR DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Site Access and Safety. City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own employees, subcontractors, and any other third parties invited, authorized or brought on-site by Contractor. Contractor shall not be responsible for the supervision and site safety measures for any other third parties, including City's contractors, subcontractors or other parties present at the site.

EXHIBIT "A"
SERVICES

Terracon

August 10, 2015

City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Attn: Ms. Susan McGrady, C.R.A. Program Manager
P: (321) 433-8510
E: smcgrady@cocoafl.org

Re: Brownfields Assessment Grant
Hazardous and Petroleum
Cocoa, Brevard County, Florida

Dear Ms. McGrady:

Terracon Consultants, Inc. (Terracon) is pleased to provide this Task Order for Professional Services related to the City of Cocoa's EPA Brownfields Assessment Grant for Hazardous and Petroleum substances. The attached Task Order addresses the work activities and estimated budget we understand to be required.

We appreciate the opportunity to be of service to you on this project. If there are any questions regarding this report or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,
Terracon Consultants, Inc.

Belinda Richard
Regional Brownfields Manager

Mark W. Mulligan, P.G.
Environmental Department Manager

Attachments

City of Cocoa
Brownfield Assessment Grant (Hazardous and Petroleum)

Task Order – Professional Services

Activities conducted through this grant will be in accordance with EPA Terms and Conditions included with the City of Cocoa (City) EPA Cooperative Agreement. This funding will be used to perform community-wide assessments as outlined in the grant application.

The proposed activities may be modified over the life of the grant, and modifications of the scope and/or focus of the proposal may be requested by the City. The scope of services is developed to coincide with the contractual services as authorized by EPA under the current EPA Cooperative Work Plan.

Tasks as described below are established per the EPA Work Plan dated June 17, 2015; actual work will be based on individual assignment by the City.

Task 1: Project Management and Reporting (Programmatic Support)

Terracon will provide EPA Programmatic Support for the three-year grant period. This support will be provided on an as-needed, time-and-materials basis. Anticipated activities for this task are listed below; additional support activities may be added at the discretion of the City and/or as required by the EPA Brownfields Project officer.

- Communicate progress regularly to the City, EPA and FDEP;
- Assist in preparation of quarterly reports and required documentation (12 quarters);
- Assist in preparation of required MBE/WBE reporting forms (such as EPA Form 5700-52A) on a semi-annual basis;
- Assist in the annual projection of anticipated environmental site assessments;
- Assist in the interpretation of EPA Terms and Conditions and Region IV EPA Brownfields Policy pertaining to the grant;
- Preparation of the EPA Final Report (grant close-out) within 90 days of the last required quarterly report;
- Entry of project information in the EPA Brownfields Assessment, Cleanup and Redevelopment Exchange System (ACRES) database;
- Provide management and technical oversight as needed;
- Completion of EPA Brownfields Site-Specific Project Eligibility Determination Forms;
- Support for project kick-off meeting and other EPA meetings, tours and site visits;
- Interagency coordination with Federal, State and Local Brownfields agencies on an as-needed basis;
- Prepare FDEP-required documentation, as needed;
- Attend meetings as requested;
- Negotiate assessment requirements on the City's behalf with the EPA and FDEP; and
- Assist with preparing and negotiating Brownfield Site Rehabilitation Agreements (BSRAs), as needed.

Deliverables under this task Include:

- Quarterly and Annual Reports, ACRES Data Base Entry, completed forms as listed above, others as requested.

Task 1: Time and Materials (T&M) $15,000

Task 2: Community Involvement / Engagement (Community Participation/Stakeholder Involvement)

Terracon will provide support for the City's community involvement including outreach/public involvement and engagement activities for the three-year grant cycle on an as-needed, time-and-materials basis. These activities are anticipated to include the following activities but may be modified to provide support for public involvement and engagement based on coordination with the City's Brownfields Program Manager and designees.

- City Brownfields Advisory Board support and facilitation to include meeting planning, preparation and support of Advisory Board meetings;
- Community outreach and education support for the City's Brownfields stakeholders including; public outreach field day, conducting and supporting meetings, visioning sessions and focus groups;
- Development of Brownfields Program educational materials to help communities better understand brownfields and associated redevelopment;
- Public meeting support pertaining to the City's Brownfields Program;
- Brownfields workshop support and preparation;
- Meetings outreach and education for Brownfields property owners, community groups, businesses, local government partners, realtors and other interested parties;
- As-needed support for marketing the City's Brownfields program; and
- Participation in public involvement activities as directed by the City.

Deliverables under this task may include:

- Outreach Materials such as presentations, meetings, handouts, etc.

Task 2: T&M ..... $ 15,000*
**may include subcontracted costs*

Other requirements such as the Community Engagement Plan (CEP) may be negotiated as assigned on a lump sum basis as part of this task.

Task 3: Brownfields Site Identification and Assessments

Site Identification/Inventory

Terracon will assist the City with the identification of sites for inventory and prioritization support. This task will assist stakeholders in determining which properties to target for Phase I, Phase II, and additional site assessment activities. Specific activities under this task will be determined through collaboration with the City and may include the following dependent on assignment:

- Research and compile applicable environmental data in a GIS format (shape files);
- Development of a summary of findings with associated maps;
- Provide digital files of the report in PDF format; and
- Assist in the development of an inventory of potential brownfield properties within the designated target areas.

Deliverables under this section of the task may include (based on assignment):

- Digital GIS files and maps
- Inventory Spreadsheet

Site Identification/Inventory: T&M $10,500

Specific inventory areas may be negotiated as assigned on a lump sum basis as part of this task.

Phase I Assessments

The City is estimating the completion of up to 30 Phase I Environmental Site Assessments (ESAs) per the EPA Work Plan. All Phase I ESAs will be prepared in accordance with the EPA standard for All Appropriate Inquiries established in the Small Business Liability Relief and Brownfields Revitalization Act (the Brownfields Amendments to the Comprehensive Environmental Response, Compensation and Liability Act), and ASTM E 1527-13 Standard Practice for Environmental Site Assessments.

Deliverables under this section of the task include:

- Phase I ESA Reports – Lump Sum Unit Fee (est. 30 @ $3,300*)..... $ 99,000*

**Variations in cost may occur due to the size of the properties to be assessed.*

Phase II Assessments

For properties requiring additional assessment (such as soil and or groundwater analysis) as a result of Phase I ESA findings, Terracon will complete a Phase II ESA in accordance with the Terms and Conditions of the EPA Cooperative Agreement and ASTM Method E 1903-11 (Phase II Environmental Site Assessment). Where possible, we will also incorporate information required under Chapter 62-780, FAC, for brownfield requirements that may be necessary if the Phase II results in additional brownfields site assessment activities. This task includes negotiating assessment requirements on the City's behalf with the EPA and the FDEP.

It is anticipated that up to 8 Phase II ESAs will be completed under this grant, dependent on the complexity and costs associated of the assessment(s) based on Phase I ESA findings. This task may also include conducting or overseeing site-specific risk assessments as needed for designated sites where Phase II ESAs have been completed.

Deliverables under this section of the task include:

- Phase II ESA Reports – Lump Sum Unit Fee (est. 8) ..... $ 160,000*

**Variations in cost may occur due to the size and complexity of the properties to be assessed.*

Completion of EPA Quality Assurance Project Plans & Health & Safety Plans

Terracon will complete one (1) Generic Quality Assurance Project Plan (QAPP), and up to 8 Site-Specific QAPPs, along with the associated Site-Specific Health and Safety Plans in accordance with the current EPA Cooperative Agreement Work Plan. QAPPs will be prepared in accordance with EPA Quality Assurance Guidelines for Conducting Brownfields Site Assessments and submitted to the EPA project officer for approval prior to conducting Phase II Environmental Assessment activities. An OSHA-compliant Health and Safety Plan (HASP) for each site requiring field investigations will be completed as required by EPA cooperative agreement terms and conditions.

Deliverables under this section of the task include:

- One Generic QAPP ($5,500)
- Up to 8 Site Specific QAPPs with associated HASPs ($3,200 each)

Lump Sum Unit Fee for QAPP and HASPs..... $ 31,100
**SSQAPP Addendums may be completed at a reduced rate dependent on the complexity of the additional assessment.*

Task 4: Cleanup Planning and Institutional Controls (Remediation and Reuse Planning)

Terracon will conduct up to 8 Analysis of Brownfields Cleanup Alternatives (ABCAs) resulting from Phase II ESA findings; or up to 8 Brownfields Reuse Plans, as per the EPA Work Plan for this grant. The ABCAs will also serve as the framework for remedial action plans required under Florida's Chapter 62-780, FAC, the Brownfield Cleanup Criteria Rule. Sites undergoing remedial planning through the City's brownfields program will be encouraged to consider entering into a Brownfields Site Rehabilitation Agreement (BSRA) with the FDEP that provides the regulatory framework for assessment and remediation and potential redevelopment of environmentally-impacted sites.

Deliverables under this task Include:

- ABCAs, Brownfields Reuse Plans and/or Cleanup Plan (est. 8 total)

Task 4: Lump Sum Unit Fee (8 @ $7,300) ..... $ 58,400*
**Variations in cost may occur due to the size and complexity of contamination or redevelopment options on properties.*

Thank you for the opportunity to submit this scope of services. We look forward to working with the City on this project. Upon review, please call either Belinda Richard at 813-321-0345 or Mark Mulligan at 407-618-8364 if you have any questions or need additional information.

Additional Services

Grant Writing:

Terracon will provide grant writing services on an as-needed and lump sum basis. Fees are dependent on the grant type and application requirements for the requested funding source. Terracon grant writing fees typically range from $3,500 - $10,500 dependent on the funding being requested.

2015

TERRACON CONSULTANTS, INC. FEE SCHEDULE

PROFESSIONAL SERVICES

I.	**PERSONNEL**			
	1. Contract Manager & Senior Engineer(PE)/Geologist(PG)/Scientist	Per Hour	$	175.00
	2. Project Manager/Project Engineer/Project Geologist/Project Scientist	Per Hour	$	150.00
	3. Staff Engineer/Geologist/Scientist/Grant Coordinator	Per Hour	$	100.00
	4. Chief Environmental/GIS Technician	Per Hour	$	85.00
	5. Environmental Technician	Per Hour	$	75.00
	6. CADD Operator	Per Hour	$	75.00
	7. Administrative Assistant	Per Hour	$	55.00

Terracon

City of Cocoa

Brownfields Assessment Grant (Hazardous and Petroleum)

Terracon Estimated Manhour Schedule

Task Order Reference	Description	Contract Manager & Senior Eng. Geologist	Project Manager	Staff Eng. Geologist/ Grant Coordinator	Chief Env./GIS Tech	Env. Tech	CAD Operator	Adm. Assistant	Sub Contractor	Total Task
	Hourly Rate	$175.00	$150.00	$100.00	$85.00	$75.00	$75.00	$55.00	See Below	See Below
1	Project Management and Reporting (Programmatic Support)	30	36	38				10		$15,000
2	Community Involvement / Engagement*	30	26	5				6	$5,020	$15,000
3	Brownfields Site Identification and Assessments									
3.1	Site Identification/Inventory	10	14	22	42			16		$10,500
3.2	Phase I Assessments	40	45	563	100	102	60	60	$5,000	$99,000
3.3	Phase II Assessments	34	80	298	175	195	85	25	$75,000	$160,000
3.4	Completion of EPA QAPPs and HASPs	20	58	155			38	10		$31,100
4	Cleanup Planning and Institutional Controls	38	155	226			64	20		$58,400
									Project Total	**$389,000**

Notes: QAPPs = Quality Assurance Project Plans
HASPs = Health and Safety Plans
* Community Engagement Plan can be negotiated on a lump sum basis

TERRACON CONSULTANTS, INC. 1675 Lee Road, Winter Park, Florida 32789
P (407) 740-6110 F (407) 740-6112 terracon.com

Legislation Details (With Text)

File #:	15-266	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Council Busines	
File created:	6/2/2015		**In control:**	City Council	
On agenda:	6/23/2015		**Final action:**		
Title:	1. Accept the Environmental Assessment and Characterization RFQ Selection Committee Recommendations of Cardno and Terracon Consultants, Inc. to serve as the City's Environmental Engineering Contractors. 2. Authorize Staff to negotiate a Continuing Services Agreement to present to the City Manager for signature for both Cardno and Terracon Consulting, Inc. to serve as the City's Environmental Engineering Contractors on a Task Order basis.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cardno.pdf Terracon Consulting Inc.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 2, 2015
Agenda Date: June 23, 2015
Prepared By: Susan D. McGrady, CRA Program Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:

1. Accept the Environmental Assessment and Characterization RFQ Selection Committee Recommendations of Cardno and Terracon Consultants, Inc. to serve as the City's Environmental Engineering Contractors.
2. Authorize Staff to negotiate a Continuing Services Agreement to present to the City Manager for signature for both Cardno and Terracon Consulting, Inc. to serve as the City's Environmental Engineering Contractors on a Task Order basis.

BACKGROUND:

The City of Cocoa has had an active Brownfields Program since the initial Environmental Protection Agency (EPA) Assessment Grant in 2003. With subsequent EPA grant awards in 2005 and 2009, the City has continued to maintain a strong and vibrant Program.

The City's 2015 Fiscal Year Budget contains a line item allocation of $50,000.00 to maintain the Program and provide assessment services to business and property owners throughout the City. In an effort to provide the most complete and state-of-the-art assessment services, as well as in anticipation of the potential receipt of an EPA Assessment Grant in 2015, City staff developed a Request for Qualifications (RFQ) for Environmental Assessment and Characterization Services (RFQ

#-15-17-COC). The RFQ was posted on DemandStar on April 13, 2015. At the close of the offering on May 8, 2015 seven (7) firms responded to the Request for Qualifications. As Council is aware, on May 28, 2015 the City was awarded a $400,000.00 US EPA Brownfields Community-Wide Assessment Grant.

The Environmental Assessment and Characterization Selection Committee consisted of John A. Titkanich, Jr., AICP, City Manager, Steven P. Belden, AICP, Community Services Director, Jack Walsh, PE, Utilities Director, Nancy A. Dresser, Community Services Deputy Director and Susan D. McGrady, CRA Program Manager. The Selection Committee met on May 27, 2015 to review, score and rank the submittals. The ranking of the submittals is as follows:

1. Cardno
2. Terracon Consulting, Inc.
3. ECT, Inc.
4. PPM Consultants, Inc,
5. E Sciences, Inc.
6. Tetra Tech, Inc.
7. SCS Engineers

Therefore, based on the RFQ Selection Committee evaluation of all of the firms' relevant environmental engineering experience, quality control measures, ability to provide services in a timely manner, and approach to an understanding of the overall goals of the City of Cocoa, the Committee recommends Cardno as the primary consultant and Terracon Consultants, Inc. as the secondary consultant to City Council.

Staff is requesting that Council direct staff to negotiate continuing services agreements with the firms. Work conducted under these agreements will be on a task order basis. By contracting with both firms, the City ensures competitive pricing as well as timely responses to the City's task orders.

STRATEGIC PLAN CONNECTION:

The Strategic Initiative of Economic Development and Community Development can be met through this Agenda Item in both attracting businesses and improving the quality of life for the citizens of Cocoa.

BUDGETARY IMPACT:

There is no budgetary impact with this item.

PREVIOUS ACTION:

There is no previous action for this item.

RECOMMENDED MOTION:

1. Accept the Environmental Assessment and Characterization RFQ Selection Committee Recommendations of Cardno and Terracon Consultants, Inc. to serve as the City's

Environmental Engineering Contractors.

2. Authorize Staff to negotiate a Continuing Services Agreement to present to the City Manager for signature for both Cardno and Terracon Consulting, Inc. to serve as the City's Environmental Engineering Contractors on a Task Order basis.

- **Approved. Task Order Request Form (2015-01) and Resolution No. 2015-030 to be executed and distributed as necessary.**

VI. PUBLIC HEARINGS:

- **None.**

VII. COUNCIL BUSINESS:

1. 1) Accept the Environmental Assessment and Characterization RFQ selection committee recommendation of Cardno and Terracon Consultants, Inc. to serve as the City's Environmental Engineering contractors. (2) Authorize staff to negotiate a Continuing Services Agreement to present to the City Manager for signature for both Cardno and Terracon Consulting, Inc. to serve as the City's Environmental contractors on a task order basis (15-266). (Community Services Director)

   - **Approved.**

VIII. CITY BUSINESS:

1. Authorize the City Manager to sign Amendment No. 1 to Task Order No. 2015-65 with CH2M Hill Engineers, Inc. for Construction Inspection Services for the Dyal Water Treatment Plant elevated walkway, project no. WS16EW, and Floc/Sed Basin improvements, project no. WS1216; to approve a Resolution amending the FY2015 budget (15-250). (Utilities Director)

   - **Approved. Amendment No. 1 to Task Order Request Form (2015-65) and Resolution No. 2015-031 to be executed and distributed as necessary.**

2. Approve the extension of the current Inter-local Agreement between Brevard County Board of County Commissioners and the City of Cocoa regarding Automatic Aid for fire protection and rescue services (15-268). (Fire Chief)

   - **Approved.**

3. Approval to participate in a contract with Pride Enterprises Heavy Vehicle Renovations of Daytona Beach, Florida, PRIDE, to use a Ford F-750 with a 24 Ft Box, provided by the City of Cocoa, to design, fabricate and equip a Mobile Command Vehicle to be used by Police and Fire, and to authorize the City Manager to sign and execute the agreement upon inspection of the final product (15-277). (Chief of Police)

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2ND AMENDMENT

BID NO. RFQ-15-17-COC

This 2nd Amendment to the purchase agreement for **Consulting Services for Environmental Assessment & Characterization Services** is made and entered into as of August 7, 2018 by and between the **City of Cocoa** and **Terracon Consultants, Inc., 504 E. Tyler Street, Tampa, Florida 33602.**

The agreement entered into on February 14, 2017 is hereby amended to renew for the 1st renewal option available under the original contract documents for thirty-six (36) additional months, at the same rates, terms, and conditions commencing on October 1, 2018 and terminating on September 30, 2021.

The parties hereto duly execute this 2nd Amendment to become effective as of the date and year first above written.

TERRACON CONSULTANTS, INC.	**CITY OF COCOA**
By: MARK MULLIGAN (Name) Printed	**By:** Henry U. Parrish III (Name) Printed
PRINCIPAL (Title)	Mayor (Title)
Signature 8/14/18 Date	Signature Date

CC: Carie Shealy, City Clerk
Karen, Hamilton, Community Services Director
Tammy Eastburn, Procurement Card Coordinator

Legislation Details (With Text)

File #:	18-437	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	9/7/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	Approval of sole source resolution for a multi-year agreement with Target Solutions Learning, LLC for a city-wide Learning Management System effective October 1, 2018 through September 30, 2021 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:	Finalized_2018_City_of_Cocoa_Agreement.pdf Sole Source Resolution.doc				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 7, 2018
Agenda Date: September 25, 2018
Prepared By: Gina R. Maxwell, Human Resources Manager
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approval of sole source resolution for a multi-year agreement with Target Solutions Learning, LLC for a city-wide Learning Management System effective October 1, 2018 through September 30, 2021 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:

The City engaged in an agreement with Target Solutions Learning, LLC effective December 13, 2016 through September 30, 2018. During this time, Human Resources staff was able to implement a new Learning Management System (LMS) called Cocoa Atlas. Since development, staff delivered City-wide training to employees with a wide variety of courses providing flexibility and ownership of our employees' professional development. 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;
- Customized Water/Wastewater, Police, and Fire/EMS courses.

Based on Staff's 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. City Staff worked with the City Attorney's office to negotiate terms for this multi-year agreement through September 30, 2021. The terms and course catalog are enclosed and with execution of this agreement the City will have access to provide these training courses for our employees.

STRATEGIC PLAN CONNECTION:

The City's Strategic Plan 2016-2021 adopted by City Council in May 2016, 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	$15,139
Account Numbers	001-1600-513.52-00
Account Name	Operating Supplies

Amount Requested	$10,890
Account Numbers	421-4010-536.52-00
Account Name	Operating Supplies

Amount Requested	$532
Account Numbers	423-3570-538.52-00
Account Name	Operating Supplies

The estimated future budgetary impact for FY19 is $26,559.13, for FY20 is $27,341.60, and FY21 is $28,147.22, depending on the actual headcount of employees at that time.

PREVIOUS ACTION:

The City Council at its December 13, 2016 meeting, approved a sole source, multi-year agreement with Target Solutions, effective December 13, 2016 through September 30, 2018.

RECOMMENDED MOTION:

Approval of sole source resolution for a multi-year agreement with Target Solutions Learning, LLC for a city-wide Learning Management System effective October 1, 2018 through September 30, 2021 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

powered by Legistar™

This Client Agreement (the "Agreement"), is made this ____ day of ____, 2018, (the "Effective Date"), by and between **TargetSolutions Learning, LLC** d/b/a Vector Solutions ("TSL"), a Delaware limited liability company, and the **City of Cocoa, Florida,** a Florida municipal corporation ("Client"), and governs the purchase and ongoing use of the services described in this Agreement.

WHEREAS, the City of Cocoa desires to continue to make available certain trainings and learning opportunities to its employees on a convenient basis such that trainings, certifications, and other related functions are both convenient for City employees and financially beneficial for the City; and

WHEREAS, the City of Cocoa finds that certain software and online trainings are offered by TSL which provide an acceptable method by which the City may offer trainings and learning opportunities to all City employees, including but not limited to fire department, law enforcement, utilities department, water and wastewater department, and all administrative City employees, as well as a convenient mechanism by which, in addition to other functions, the City may track the progress and educational needs and individualized requirements of City employees in relation to their respective positions.

IN CONSIDERATION of the mutual covenants and provisions, and other good, diverse, and valuable considerations, the receipt and sufficiency all or which is acknowledged, the parties desiring to be legally bound agree:

1. **Services.** TSL shall provide the following services:

1.1. Access. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users"). Such Services ("Services") shall include, but not be limited to, all descriptions as provided on the "Platform Solutions Descriptions" attached hereto as Exhibit "A," and all services/courses noted in the "Target Solutions for City of Cocoa section of Schedule A, dated March 30, 2018, attached hereto as Exhibit "B," both of which are fully incorporated herein by this reference thereto.

1.2. Availability. TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. **Client's Obligations.**

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. **Fees and Payments.**

3.1. Fees. Fees are listed in Schedule A dated March 30, 2018, attached hereto as Exhibit "B" and fully incorporated herein by this reference, and shall be increased by 3% per year for any renewal terms. The total cost for Services under this Agreement is Eighty-Two Thousand and Forty-Seven Dollars and 95/100. ($82,047.95), and is further detailed as set forth in Exhibit "B."

3.2. Payments. All fees due under this Agreement must be paid in United States dollars. TSL will invoice in advance of providing Services. Payment of invoices shall be made in accordance with the Local Government Prompt Payment Act. The payments of the total amount of the fees provided in Section 3.1 shall be made as follows: (i) Payment of Twenty-Six Thousand, Five Hundred and Fifty-Nine Dollars and 13/100 ($26,559.13) shall cover all fees for Services between October 1, 2018 through September 30, 2019 and shall become due October 1, 2018; (ii) Payment of Twenty-Seven Thousand, Three Hundred and Forty-One Dollars and 60/100 ($27,341.60) shall cover all fees for Services between October 1, 2019 through September 30, 2020 and shall become due October 1, 2019; and (iii) Payment of Twenty-Eight Thousand, One Hundred and Forty-Seven Dollars and 22/100 ($28,147.22) shall cover all fees for Services between October 1, 2020 through September 30, 2021 and shall become due October 1, 2020.

3.3. Suspension of Service for Overdue Payments. With thirty (30) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. **Intellectual Property Rights.**

4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.3. Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the Community Resources section of TSL's website with TSL's 3rd party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers. TSL hereby agrees that neither the uploading, nor conveyance otherwise, to TSL, or any third party, of any information, intellectual property, or otherwise, which belongs to Client shall create or transfer any rights, title or interest in or to any such information, intellectual property, or property otherwise, of Client.

5. **Term.**

5.1 Term. The term of this Agreement shall commence on October 1, 2018, and shall terminate on September 30, 2021 ("Term"), unless extended by mutual written agreement of the parties in advance of the expiration of the Agreement. Upon expiration of the initial Term or any renewal term, access to the Services may remain active for thirty (30) days solely for purpose of TSL's record keeping.

5.2 Termination by Consent. This agreement may be terminated by the mutual written consent of both parties, and without penalty. Should the Agreement be so terminated, TSL shall reimburse Client on a pro-rated basis, for the remainder of the term of the Agreement for which TSL will not provide services and for which Client has paid in advance.

5.3 Default; Termination for Cause. Should a defaulting party not cure a default in any term or condition of this Agreement, of which it is given written notice in accordance with this paragraph, this Agreement may be terminated for cause by the non-breaching party, as provided for herein. Should either party desire to declare the other party in default of any term and condition of this Agreement, the non-defaulting party shall provide the defaulting party a written notice of default. The written notice shall, at a minimum, state with particularity the nature of the default, the manner in which the default can be cured, and a reasonable time period of not less than thirty (30) days in which the default must be cured. If the default is not cured by the breaching party, this Agreement may be terminated by the non-breaching party. In the event that the Agreement is terminated due to default by TSL which is not cured, the Client shall be reimbursed on a pro-rated basis for the remainder of the Agreement for which it has provided payment and for which the Client will not utilize the Services post-termination. Such refund shall be Client's sole remedy for such termination.

6. **Mutual Warranties and Disclaimer.**

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW

7. **Miscellaneous.**

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2(b) of this Agreement, or TSL's gross negligence or intentional misconduct, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months or then current Agreement term, whichever is greater.

7.2. Indemnification.

(a) Subject to the above Limitation on Liability, TSL shall, to the fullest extent permitted by law, indemnify and hold harmless Client and its employees, officers, and attorneys against all

claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from the negligent acts, errors, omissions, intentional or otherwise, arising out of or resulting from: (i) TSL's performance of any Services provided under this Agreement; (ii) any breach of any material term and condition of this Agreement.

(b) TSL shall, to the fullest extent permitted by law, indemnify and hold harmless Client and its employees, officers, and attorneys against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from any third party claim that the Services performed by TSL under this Agreement infringe or violate any intellectual property right of any person.

The indemnification provided above shall obligate TSL to defend at its own expense or to provide for such defense, at the option of Client of all claims of liability and all suits and actions of every name and description that may be brought against Client or its employees, officers, and attorneys which may result from the Services under this Agreement whether the Services are performed by TSL or anyone directly or indirectly employed by TSL. In all events Client shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification. This section shall survive termination of this Agreement.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided that there is not material change in the Services being provided hereunder. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Further, except for subject matter experts and 3rd party content development services used in the development of course content, software development quality assurance resources, or 3rd party hosting services, TSL shall subcontract no portion or all portions of the Services without the written consent of Client. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and TSL, and all duties and responsibilities under this Agreement will be for the sole and exclusive benefit of Client and TSL and not for the benefit of any other party.

7.4 Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

7.8 Insurance. During the term of this Agreement, TSL shall procure and maintain, at TSL's sole cost and expense, the following insurance coverages:

General Liability $1,000,000 Per Claim/$2,000,000 Aggregate

7.9 Provision of Services is a Private Undertaking. Regarding all Services performed, it is specifically understood and agreed between the parties that the contractual relationship between Client and TSL is such that TSL is an independent contractor and not an agent or employee of Client. Nothing in this Agreement shall be interpreted to establish any relationship, other than that of an independent contractor, between Client and TSL, during or after performing the Services.

7.10 Governing Law; Venue. This Agreement shall be governed by the law of the State of Florida. Venue of all disputes shall be properly placed in Brevard County, Florida. The parties agree that the Agreement was consummated in Brevard County, and the site of the Services is Brevard County. If any dispute concerning this Agreement arises under Federal law, the venue will be Orlando, Florida.

7.11 Notices. All projects notices, demands, requests, instructions, approvals, and claims shall be in writing. All notices of any type shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO THE CLIENT:

John A. Titkanich, Jr.
City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922
321-433-8680 (Phone)

With a copy to:

Anthony A. Garganese, City Attorney
Garganese, Weiss, D'Agresta, & Salzman, P.A.
111 N. Orange Ave., Ste. 2000
P.O. Box 2873
Orlando, Florida 32801
407-425-9566 (phone)

TO TSL:

Jeff Gordon, CEO
TargetSolutions Learning, LLC
4890 W. Kennedy Boulevard, Suite 300
Tampa, FL 33609
813-323-9258 (phone)

With a copy to:

TargetSolutions Learning, LLC

Attention: Legal Counsel
Address: 4890 W. Kennedy Boulevard, Suite 300
Tampa, FL 33609
Telephone: 813-425-7364

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery, or if notice is given by first class U.S. mail, postage prepaid, then notice shall be deemed to have been given upon the date said notice was deposited in the U.S. Mail addressed in the manner set forth above. Any party hereto by giving notice in the manner set forth may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

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

IF TSL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TSL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CARIE SHEALY, CITY CLERK, AT (321) 433-8480, cityclerk@cocoafl.org**, 65 Stone Street, Cocoa, Florida, 32922.**

TSL is required to and agrees to comply with public records laws. TSL shall keep and maintain all public records required by Client to perform the services as agreed to herein. TSL shall provide the Client, 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. TSL 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, TSL shall transfer to Client, at no cost, all public records in possession of TSL, provided the transfer is requested in writing by the City Clerk. Upon such transfer, TSL 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, TSL 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 Client, upon request from the City Clerk, in a format that is compatible with the information technology systems of Client. Should the Client not possess public records relating to this Agreement which are requested to be inspected or copied by the Client or any other person, the Client shall immediately notify TSL of the request and TSL shall then provide such records to the

Client or allow the records to be inspected or copied within a reasonable time. If TSL does not comply with a public records request, the Client may enforce this Section to the extent permitted by law. TSL acknowledges that if TSL does not provide the public records to the Client within a reasonable time, TSL may be subject to penalties under Section 119.10, Florida Statutes. TSL acknowledges that if a civil action is filed against TSL to compel production of public records relating to this Agreement, the court may assess and award against TSL 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 TSL, be open and freely exhibited to the Client for the purpose of examination, audit, or otherwise. Failure by TSL 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 Client upon delivery of a written notice of cancellation. If TSL fails to comply with this Section, and the Client must enforce this Section, or the Client suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to TSL's failure to comply with this Section, the Client shall collect from TSL prevailing party attorney's fees and costs, and any damages incurred by the Client, for enforcing this Section against TSL. And, if applicable, the Client shall also be entitled to reimbursement of all attorneys' fees and damages which the Client had to pay a third party because of TSL's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

7.13 Attorney's Fees. Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

7.14 Sovereign Immunity. The Client 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 Client's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Client's potential liability under state or federal law. TSL agrees that Client shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph 7.14 shall survive termination of this Agreement.

7.15 Standard of Care. In performing its Services, TSL will use that degree of care and skill ordinarily exercised, under similar circumstances by reputable members of its profession practicing in the same or similar locality.

7.16 Execution of Counterparts. The parties may execute this Agreement in counterparts. Each executed counterpart of this Agreement shall constitute an original document. All executed counterparts, together, shall constitute the same agreement.

7.17 Headings. The Section headings preceding the text of the Sections of this Agreement are solely for ease of reference. The Section headings do not constitute a part of this Agreement and shall not affect its meaning or interpretation.

IN WITNESS WHEREOF, the Parties intending to be legally bound by the terms and conditions contained herein, have executed this Agreement to be effective on the last date indicated below.

[***Signature page follows***]

ATTEST:

CITY OF COCOA
65 Stone Street
Cocoa, FL 32922

_____
Carie Shealy, City Clerk

_____
Henry U. Parrish III, Mayor
As approved by the Council on _____

WITNESSES

Target Solutions Learning, LLC:

_____

Signature: _____

_____
(Witness Name typed or printed)

By: _____

Title: _____

Date: _____

_____

_____
(Witness Name typed or printed)

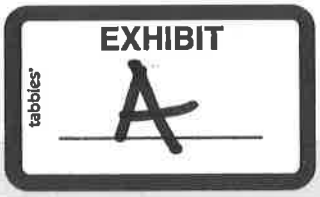
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, [ ] who is personally known to me or [ ] who has produced _____ as identification and who did take an oath.

(NOTARY SEAL)

_____
Notary Public Signature

Typed or Printed Notary Name:



PLATFORM SOLUTIONS Descriptions

LEARNING MANAGEMENT	**Organization & User Profiles**	Easily manage and update your employees' levels of access to the platform.
	Assignment Scheduler	Efficiently schedule out online training courses and department-specific activities, including daily drills, SOPs, inspections and more.
	Notifications	Set up e-mail alerts specific for each employee that informs site administrators and employees when a deadline is approaching. The platform also features a prominently displayed notification system that warns users when an assignment needs attention.
	Reports	Generate, analyze, save and print critical statistics covering the status of assignments, credentials and more on the platform's robust data dashboard.
	Custom Logo	Create your department's look and feel throughout the platform by uploading a high-resolution logo or image.
	Community Resources	Exclusive access to training videos, policies, inspection forms and more from other departments across the country. Shared material can be downloaded and delivered to your employees within the platform.
	File Center	Store departmental resources, including policies, SOPs, training videos and more in a password-protected and centralized online location.
	Calendar	Using the fire industry's standard color-coding system, administrators can manage shift schedules. Users can access pending assignment data and important notifications with this application.
	Bulletin Board	Communicate information, including departmental announcements and company news, for your entire organization to view.
	Forums	Foster discussion, solicit feedback and allow staff members to trade ideas in a password-protected online location.
	Events & Rosters	Schedule and deliver company events. This tool gives administrators the ability to manage event registration, monitor and review attendance records and set e-mail reminder alerts.
	Custom Content Delivery & Tests	Deliver department-specific content that can include training videos, PowerPoint presentations and much more. Require employees to verify they've received content with e-signatures. Easily create and deliver automatically graded tests to gauge comprehension.
RECORDS MANAGEMENT	**Daily Training Log**	Utilize all 19 of TargetSolutions' specially created pre-made drills to capture ongoing daily drill-yard activities and training evolutions. Drills can be customized to department specifications.
	Inspections	Assign activities that mandate routine analysis of self-contained breathing apparatus, personal protective gear, fire truck equipment and all other equipment in the fire station.
	Post Incident Evaluation	Create activities for employees to complete pertaining to incidents. Keep historical records of incidents and utilize them for future training opportunities.
	Activities Builder	Track and record data of all types in a single system. Create programs specific to your department's needs with this highly customizable application.
CAREER TRACKING	**License Management**	TargetSolutions tracks all necessary licenses and alerts you when expirations are approaching.
	Certification & Qualification Mgmt.	Keep track of your employees' progress as they move up the ladder. Avoid expirations of important licenses and qualifications.
	ISO Tracking	Easily comply with important audits including ISO's annual review. ISO reporting has been termed "seamless" by our clients.
	Skill Sheets & Task Books	Create activities to test skills, test employees and track results electronically. Take those completed activities and create a comprehensive Task Book to test employees and ensure they are up to speed and on the right track.
	ARFF Tracking	Easily track Aircraft Rescue & Fire Fighting training data and hour accumulation, plus deliver the FAA's ARFF Training DVD. You'll have access to 15 activities that have been recommended by the FAA.
	Credentials	TargetSolutions has created a customizable set of tools and reports that help departments stay ahead of important expirations.
ONLINE TRAINING	**HR & Employment Practices**	An overview of employment practices encountered in the workplace for individuals tasked with making employment decisions, including sexual harassment, hiring, termination, discrimination, evaluation and documentation.
	OSHA & Compliance	These courses comply with OSHA, DOT and other federal and state regulatory agency training mandates. Completing these required courses online helps eliminate logistical issues inherent with traditional training methods.
	Driving Safety	TargetSolutions' convenient, time-saving driver safety program helps organizations reduce motor vehicle losses. Our courses are designed to change unsafe driving behavior and reinforce helpful safe-driving concepts.
	NFPA / Fire / EVO	TargetSolutions' library features courses based on the NFPA codes and standards, including NFPA 1001, 1021 and the 1500 series. We also offer approved courses covering wildland fire, emergency response to terrorism, first responder operations level refreshers and emergency vehicle operators.
	EMS Recertification	First responders and EMTs of all levels can complete their continuing education requirements on our platform.

TARGETSOLUTIONS

TargetSolutions Learning, LLC

4890 W KENNEDY BLVD. SUITE 740

TAMPA, FL 33609

Account Manager: Krista Woodin

Email: krista.woodin@vectorsolutions.com

Phone: 858-376-1618

Schedule A

DATE of SUBMISSION
3/30/2018
LICENSE TERM: 10/01/2018-09/30/2021

Contract Renewal Proposal Exclusively Created for:
City of Cocoa
Tammy B. Gemmati, PHR
Administrative Services Director
65 Stone St., Cocoa, FL 32922

TargetSolutions for City of Cocoa - Includes Enterprise Learning Management System. Includes the following Standard Course Suites; NFPA/FIRE/EVO, Driver Safety, OSHA and Compliance, HR and Employment practices, Water/Wastewater, Office Productivity, Business Management, Project Management, Fleet Management, Law Enforcement and EMS Course Catalog.

DESCRIPTION	UNIT PRICE PER USER	QUANTITY (# of Users)	TOTAL
YEAR ONE **Premier Membership Platform**: 10/01/2018-09/30/2019	$ 56.51	463	**$ 26,164.13**
YEAR TWO **Premier Membership Platform**: 10/01/2019-09/30/2020	$ 58.20	463	**$ 26,946.60**
YEAR THREE **Premier Membership Platform**: 10/01/2020-09/30/2021	$ 59.94	463	**$ 27,752.22**
Annual Maintenance Fee	$ 395.00	1	**$ 395.00**
		TOTAL DUE ANNUALLY YEAR ONE	**$ 26,559.13**
		TOTAL DUE ANNUALLY YEAR TWO	**$ 27,341.60**
		TOTAL DUE ANNUALLY YEAR THREE	**$ 28,147.22**

By signing the Client Agreement, you are agreeing that you have read the Target Solutions Platform System Specifications listed in detail at the following url: http://www.targetsolutions.com/clients/client-resources/



Legislation Details (With Text)

File #:	18-459	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	9/17/2018		**In control:**	City Council	
On agenda:	9/25/2018		**Final action:**		
Title:	Approve a multi-year Service Agreement with Regional Emergency Medicine Specialist, Inc., representing David William, D.O., for services provided to Cocoa Fire Department and authorize the City Manager to execute the agreement. This is contingent on approval of the Fiscal Year 2020 and 2021 budgets. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Medical Director Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 14, 2018
Agenda Date: September 25, 2018
Prepared By: Gene Prince. Fire Chief
Through: John A. Titkanich Jr., City Manager
Requested Action:
Approve a multi-year Service Agreement with Regional Emergency Medicine Specialist, Inc., representing David William, D.O., for services provided to Cocoa Fire Department and authorize the City Manager to execute the agreement. This is contingent on approval of the Fiscal Year 2020 and 2021 budgets.

BACKGROUND:

A Service Agreement with a Medical Director is required by Chapter 10D-66 of the Florida Administrative Code, Section .056(1) to oversee and maintain the level of Advanced Life Support (ALS) service that is provided by Cocoa Fire Department. Dr. David Williams currently holds a valid and unrestricted license to practice medicine in the State of Florida and possesses the expertise necessary to supervise and accept responsibility for emergency personnel in the use of ALS and BLS procedures as outlined in the current service agreement. Dr. Williams has served the department in this capacity for over ten years and was instrumental in helping us achieve the ability to provide ALS service.

This is a three (3) year agreement commencing on October 1, 2018 and ending on September 30, 2021 contingent on the approval of the Fiscal Year 2020 and 2021 budgets. The agreement may be renewed annually thereafter with Council approval.

STRATEGIC PLAN CONNECTION:

Public Safety - Utilization of ALS and BLS standards and practices within the fire department on emergency medical calls improves the outcomes for our citizens that face life threatening emergencies.

BUDGETARY IMPACT:

Budgeted yes

Amount Requested $ 13,500

Account Number 001-2201-522-31-05 EMS 1st Responder
FY 2019 $13,500
FY 2020 $13,500
FY 2021 $13,500
Account Name General Fund

Source of Funds: General Revenue

PREVIOUS ACTION:

Previous approval of multi-year service agreement effective October, 2015 through September, 2018.

RECOMMENDED MOTION:

Approve a multi-year Service Agreement with Regional Emergency Medicine Specialist, Inc., representing David William, D.O., for services provided to Cocoa Fire Department and authorize the City Manager to execute the agreement. This is contingent on approval of the Fiscal Year 2020 and 2021 budgets.

AGREEMENT

THIS AGREEMENT is made and entered into the last date indicated below, by and between Regional Emergency Medicine Specialists, Inc. representing DAVID WILLIAMS, D.O., hereinafter referred to as "Medical Director", and the **CITY OF COCOA**, a Florida municipal corporation, Brevard County, hereinafter referred to as the "City", collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Chapter 10D-66, Florida Administrative Code, Section .056(1) provides for emergency medical technicians to use semi-automatic defibrillators; and provides for paramedics to use defibrillators and provide Advanced Life Support Interventions and;

WHEREAS, the Cocoa Fire Department provides that emergency medical technicians may operate semi-automatic defibrillators and must contract with a medical director who shall be a licensed physician, to supervise and accept responsibility for the use by emergency medical technicians and/ or paramedics of the emergency medical services system; and paramedics may operate manual defibrillators and provide advanced life support interventions and;

WHEREAS, David Williams, D.O., currently holds a valid and unrestricted license to practice medicine in the State of Florida and possesses the expertise necessary to supervise and accept responsibility for the use by emergency medical technicians of semi-automatic defibrillators and paramedics to intervene using advanced life support measures within the City.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, it is mutually agreed between the Parties as follows:

1. **EMPLOYMENT OF MEDICAL DIRECTOR:** The Medical Director shall perform the professional services and supervise and accept responsibility for medical direction as provided herein.

2. **QUALIFICATIONS:**

   a. The Medical Director shall be a Florida licensed M.D. or D.O.

   b. The Medical Director shall be from a broad-based medical specialty such as emergency medicine or internal medicine, with demonstrated experience in pre-hospital care, and hold an advanced care cardiac life support certificate or be board certified in emergency medicine.

3. **REPONSIBILITIES:** Professional services duties and responsibilities of the Medical Director shall be:

   a. To have and maintain the expertise and competence to serve as Medical Director as defined by applicable State laws and regulations.

   b. Advise the City of Cocoa Fire Department as to his assessment of the competence of each of the emergency medical technicians and/or paramedic and for making recommendations regarding medical procedures which each emergency medical technician and/or paramedic should be authorized to perform. Such assessment shall be made by utilizing reasonable evaluative processes and techniques and shall include assessment of each emergency medical technician's and/ or paramedic's ability to: (1) Appropriately evaluate emergency medical patients and determine

proper priorities for emergency medical care; (2) Appropriately evaluate the need for and operational use of semi-automatic or manual defibrillators and advance life support interventions; (3) Receive and understand proper orders from a physician and/or a paramedic; (4) Understand and properly apply any standing orders authorized by the Medical Director; (5) understand the legal relationships between the emergency medical technician, paramedic, Medical Director, physician(s) under agreement to provide responsible supervision of the emergency medical technician and/or paramedic and any other physician; and (6) Perform the specific medical procedure(s) which the emergency medical technician and/ or paramedic is specifically authorized to perform by the Medical Director and by the City of Cocoa Fire Department.

c. Insure that any emergency medical support services performed by the emergency medical technicians and/ or paramedic are done with responsible physician supervision.

d. Evaluate the medical capability of the emergency medical technicians and/ or paramedic and the City of Cocoa Fire Department and advise the City regarding the appropriate levels and standards of care that should be achieved.

e. Identify and codify the specific medical skills and knowledge which emergency medical technicians and/ or paramedic must possess to achieve the desired level and sta rd of care.

f. Identify training and experience necessary for the emergency medical technicians and/or paramedic to acquire the desired skills and knowledge and, in cooperation with approved education

programs, assure that each emergency medical technician and/ or paramedic receives such training and experience.

g. Develop and update standing orders and other procedures to facilitate that proper management of emergency medical procedures.

h. Develop and implement an appropriate process for periodic audit and review of emergency medical procedures performed by emergency medical technicians and/or paramedics and other personnel providing such services to ensure that such procedures comply with the requirements and standards established by the State of Florida, Department of Health and Rehabilitative Services.

i. Develop and authorize, or review and authorize, for use medically correct standing orders which allow the emergency medical technicians and/ or paramedics to properly manage certain medical emergencies when voice communications with the responsible physician is not available. Such standing orders must be specific and must at least provide for managing immediate life-threatening medical emergencies.

j. Accept responsibility for the medical correctness of any standing order which he authorizes for use by the emergency medical technician and/ or paramedic, and for properly instructing the emergency medical technician and/ or paramedic regarding the correct use of standing orders.

k. Determine the qualifications necessary for a physician to provide responsible supervision of the emergency medical technicians and/ or paramedic.

l. Perform all duties and responsibilities of medical direction required by the Florida Statutes and Florida Administrative Code as some may be amended.

4. PAYMENTS: For the services, duties and facilities hereinafter provided and performed, the City agrees to pay the Medical Director the sum of THIRTEEN THOUSAND, FIVE HUNDRED DOLLARS ($13,500) payable in a single annual payment.

5. INSURANCE AND INDEMNIFICATION: The Medical Director shall at all times be covered by profession liability insurance for his work performed under this Agreement in an amount of not less than $2,000,000 per occurrence, unless otherwise approved by the City. Such insurance shall be provided by the City.

Except as otherwise provided herein, the City and the Medical Director hereby acknowledge that they are not liable for the negligence of each other and that they will and to the extent permitted by law indemnify and save each other harmless from any liability, claims, damages, losses, expenses (including attorneys' fees) arising out of any service, duty or obligation herein set forth.

6. SOVEREIGN IMMUNITY: Nothing 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.

7. THIRD PARTY RIGHTS: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Medical Director and the city.

8. **INDEPENDENT CONTRACTOR:** The Medical Director shall perform the conditions of this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall in any way be interpreted or construed to constitute the Medical Director or any of his agents or employees as the agent, employee, or representative of the City.

9. **ASSIGNMENTS AND SUBCONTRACTS:** The Medical Director shall neither assign the responsibility of this Agreement to another party nor subcontract for any of the services contemplated under this Agreement without prior written approval of the City.

10. **MODIFICATIONS:** Modifications of this Agreement shall only be valid when they have been reduced to writing and duly signed by both Parties.

11. **TERMINATION AND RENEWAL:** This is a three (3) year Agreement, renewable annually, commencing on October 1, 2018 and ending on September 30, 2021. At the termination of this Agreement, it may be renewed provided both parties consent thereto in writing not less than thirty (30) days prior to the termination thereof.

If the Medical Director breaches any of the terms of the Agreement, the City shall give the Medical Director written notice of such breach. If Medical Director fails to remedy the breach within thirty (30) days after receiving the above-described notice, the City may terminate this Agreement. In the event this Agreement is terminated by the City pursuant to this paragraph, any sums pre-paid by the City as renumeration pursuant to paragraph 4 hereof or otherwise shall be prorated and refunded to the City within forty (40) days after receiving the above-described notice.

This Agreement shall automatically terminate upon suspension or revocation of the Medical Director's license to practice medicine in the State of Florida.

12. **INTEGRATION:** The drafting, execution, and delivery of this Agreement by the Parties have been induced by no representations, statements, warranties or agreements other than those expressed herein. This Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof unless expressly referred to herein.

13. **ATTORNEYS' FEES:** Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial or appeal.

14. **EFFECT OF PARTIAL INVALIDITY:** Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid or unenforceable any other section of any part of any section in this Agreement.

13. **CHOICE OF LAW:** This Agreement has been executed into in the State of Florida, County of Brevard. The laws of such State shall govern the validity and interpretation of this Agreement and the performance due hereunder.

14. **NOTICE:** Notice under this Agreement shall be given to the City by delivering written notice to the office of the City Manager, 65 Stone St., Cocoa, Florida, 32922, and notice shall be given to David Williams, D.O., 725 South Tropical Trail, Merritt Island, Florida 32950.

[Space left intentionally blank, signatures next page]

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on the day and year first written above.

ATTEST

Carie Shealey Date
City Clerk

CITY OF COCOA

John A. Titkanich, Jr. Date
City Manager, City of Cocoa

Regional Emergency Medical Specialists, Inc.

09/13/2018

DAVID WILLIAMS, D.O. Date

Medical Director

Legislation Details (With Text)

File #:	18-412	**Version:**	1	**Name:**	August, 2018 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	8/31/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 08/31/2018. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.17 thru 08.31.18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	September 5, 2018
Agenda Date:	September 25, 2018
Prepared By:	Sonja Hamilton, Purchasing/Contracts Manager
Through:	Rebecca Bowman, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 08/31/2018**.**

BACKGROUND:

The following reports for the period October 01, 2017 through August 31, 2018 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 10-01-17 thru 08-31-18

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 58

City Manager = 37

City of Cocoa CRA Board = 1

City Council = 20

Purchase Order Approvals 10-01-17 thru 08-31-18
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
71270	10/12/2017	Reiss Engineering Inc.	$ 42,029.00	10/10/2017	John A. Titkanich, Jr. AICP
71494	10/25/2017	Sunstate Meter & Supply	$ 41,616.00	10/25/2017	John A. Titkanich, Jr. AICP
71536	10/27/2017	Ring Power Corporation	$ 39,825.00	10/26/2017	John A. Titkanich, Jr. AICP
71544	10/30/2017	Insource Software	$ 40,833.01	10/27/2017	Matthew J. Fuhrer (Acting)
71548	10/30/2017	Environmental PR Group	$ 48,250.00	10/27/2017	Matthew J. Fuhrer (Acting)
71606	11/3/2017	DG4S Secure Solutions	$ 49,567.00	11/3/2017	Matthew J. Fuhrer (Acting)
71618	11/8/2017	Mead & Hunt, Inc.	$ 49,440.00	11/7/2017	John A. Titkanich, Jr. AICP
71662	11/13/2017	Sunstate Meter & Supply	$ 49,881.60	11/13/2017	John A. Titkanich, Jr. AICP
71699	11/20/2017	Garganese, Weiss & D'Agresta	$ 35,000.00	11/17/2017	John A. Titkanich, Jr. AICP
71709	11/21/2017	Physio Control Inc.	$ 43,018.28	11/21/2017	Matthew J. Fuhrer (Acting)
71712	11/21/2017	JJ Designs & Construction	$ 45,000.00	11/21/2017	Matthew J. Fuhrer (Acting)
71760	11/29/2017	Garganese, Weiss & D'Agresta	$ 50,000.00	11/28/2017	Matthew J. Fuhrer (Acting)
71789	12/5/2017	Infrastructure Solutions Service	$ 35,970.00	12/4/2017	John A. Titkanich, Jr. AICP
71923	12/20/2017	Southeastern Surveying	$ 38,093.00	12/20/2017	John A. Titkanich, Jr. AICP
71929	12/20/2017	Ricoh USA, Inc.	$ 41,000.00	12/20/2017	John A. Titkanich, Jr. AICP
71966	1/3/2018	Sunstate Meter & Supply	$ 36,964.00	12/29/2017	John A. Titkanich, Jr. AICP
72060	1/23/2018	S & L Materials	$ 35,000.00	1/22/2018	John A. Titkanich, Jr. AICP
72144	1/31/2018	Sunstate Meter & Supply	$ 49,881.60	1/31/2018	John A. Titkanich, Jr. AICP
72328	3/5/2018	Sunstate Meter & Supply	$ 48,858.40	3/5/2018	John A. Titkanich, Jr. AICP
72336	3/6/2018	Sunstate Meter & Supply	$ 49,881.60	3/6/2018	Matthew J. Fuhrer (Acting)
72376	3/20/2018	Automation Pro	$ 48,750.00	3/19/2018	Matthew J. Fuhrer (Acting)
72442	3/27/2018	Barney's Pumps	$ 38,625.60	3/26/2018	John A. Titkanich, Jr. AICP
72600	4/26/2018	Sunstate Meter & Supply	$ 49,881.60	4/26/2018	John A. Titkanich, Jr. AICP
72601	4/26/2018	Sunstate Meter & Supply	$ 43,350.00	4/26/2018	John A. Titkanich, Jr. AICP
72660	5/11/2018	Trane (Maitland)	$ 36,290.00	5/10/2018	Matthew J. Fuhrer (Acting)
72691	5/17/2018	Bussen Mayer Engineering Group	$ 36,380.00	5/16/2018	John A. Titkanich, Jr. AICP
72867	6/18/2018	Sunstate Meter & Supply	$ 49,881.60	6/13/2018	John A. Titkanich, Jr. AICP
72947	7/9/2018	Sunstate Meter & Supply	$ 46,240.00	7/5/2018	Matthew J. Fuhrer (Acting)
72965	7/11/2018	Sunstate Meter & Supply	$ 49,881.60	7/10/2018	John A. Titkanich, Jr. AICP
72969	7/11/2018	Burnett Lime	$ 47,365.00	7/10/2018	John A. Titkanich, Jr. AICP
73008	7/23/2018	Sunstate Meter & Supply	$ 43,350.00	7/20/2018	John A. Titkanich, Jr. AICP
73030	7/24/2018	Sunstate Meter & Supply	$ 49,881.60	7/20/2018	John A. Titkanich, Jr. AICP
73063	8/2/2018	Sunstate Meter & Supply	$ 43,350.00	8/1/2018	John A. Titkanich, Jr. AICP
73101	8/13/2018	Graybar Electric	$ 44,987.45	8/13/2018	John A. Titkanich, Jr. AICP
73136	8/16/2018	Burnett Lime	$ 47,365.00	8/16/2018	Matthew J. Fuhrer (Acting)
73160	8/22/2018	Sunstate Meter & Supply	$ 39,916.80	8/21/2018	John A. Titkanich, Jr. AICP
73217	8/28/2018	Infrastructure Solutions Service	$ 47,500.00	8/28/2018	John A. Titkanich, Jr. AICP

37 Purchase Order Approved by City Manager

Prepared by Purchasing 9/5/2018

Purchase Order Approvals 10-01-17 thru 08-31-18
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
71962	1/3/2018	Infrastructure Solution Services	$ 35,000.00	11/14/2017	Cocoa CRA

1 Purchase Order Approved by CRA

Prepared by Purchasing 9/5/2018

Purchase Order Approvals 10-01-17 thru 08-31-18
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
71127	10/4/2017	Florida Power & Light Miami	$ 37,400.00	9/26/2017	City Council
71226	10/10/2017	Mayer Electric Supply Company	$ 45,811.00	2/28/2017	City Council
71228	10/10/2017	Mayer Electric Supply Company	$ 47,207.00	2/28/2017	City Council
71243	10/11/2017	Industrial Chemicals Inc.	$ 35,200.00	9/26/2017	City Council
71262	10/11/2017	Cutwater Asset Management	$ 37,500.00	3/9/2010	City Council
71267	10/12/2017	Carr Riggs & Ingram LLC	$ 43,500.00	4/24/2012	City Council
71268	10/12/2017	Carr Riggs & Ingram LLC	$ 43,500.00	4/24/2012	City Council
71371	10/18/2017	Brev Cty Bd of Cty Comm	$ 45,000.00	10/25/2016	City Council
71497	10/25/2017	Florida High Speed Internet	$ 49,250.00	10/10/2017	City Council
71551	10/30/2017	United Self Insured Services	$ 50,000.00	8/22/2017	City Council
71603	11/3/2017	Cato Steel Company	$ 44,858.49	11/3/2017	City Council
71613	11/7/2017	Cato Steel Company	$ 44,858.49	11/3/2017	City Council
71619	11/8/2017	Bussen Mayer Engineering	$ 41,336.00	3/28/2017	City Council
71620	11/8/2017	Axon Enterprises, Inc.	$ 46,515.05	10/24/2017	City Council
71897	12/19/2017	JoBear Contracting Inc.	$ 35,198.80	12/12/2017	City Council
71902	12/19/2017	Flowers Chemical Laboratories	$ 35,818.00	12/12/2017	City Council
71918	12/20/2017	Beck Auto Sales, Inc.	$ 40,317.62	12/12/2017	City Council
71979	1/3/2018	FL Dept. of Corrections	$ 43,122.75	12/12/2017	City Council
73101	8/13/2018	Graybar Electric	$ 44,987.45	7/24/2018	City Council
73203	8/27/2018	Space Coast Auto	$ 50,000.00	7/24/2018	City Council

20 **Purchase Order Approved by City Council**

Prepared by Purchasing 9/5/2018

Legislation Details (With Text)

File #:	18-446	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/11/2018			**In control:**	City Council
On agenda:	9/25/2018			**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:	Change Order-Contingency Report August 2018.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2018
Agenda Date: September 25, 2018
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, 2018. 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.

Change Orders - CM authorized to execute

applied to contingency — as of: 8/31/2018

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
ES17HI	Shoreline Stabilization									
Op. Rev.		675,000.00	8/14/2018	2018-066						
Project Manager:		59,390.00	contingency authorized							
account #	001-1601-525.63-00	615,610.00	exp authorized before contingency							
							Cumulative	FY18 cum		
	TSI Disaster Recovery		*FY 18 PO ISSUE*	FY2018	36623	47,500.00	47,500.00	47,500.00		$ -
	Contractor PO# 73217									
		59,390	^contingency balance-->							
CP1504	Dr. Joe Lee Smith Center									
Op. Rev.		103,609.55	7/24/2018	2018-056						
Project Manager:		4,934.00	contingency authorized							
account #	001-3580-519.62-00	98,675.55	exp authorized before contingency							
							Cumulative	FY18 cum		
	Architects RZK, Inc.		*FY 18 PO ISSUE*	FY2018	36472	98,675.55	98,675.55	98,675.55		$ -
	Contractor PO# 73061									
		4,934	^contingency balance-->							
WS11VR	Valve Improvements									
Op. Rev.		201,750.12	6/26/2018	2018-014						
Project Manager:		26,315.00	contingency authorized							
account #	421-4025-536.46-00	175,435.12	exp authorized before contingency							
							Cumulative	FY18 cum		
	Atlantic Development		*FY 18 PO ISSUE*	FY2018	36346	175,435.12	175,435.12	175,435.12		$ -
	Contractor PO# 73010									
		26,315	^contingency balance-->							
CD1205	Stone Street Streetscape									
Op. Rev.		1,000,000.00	10/24/2017	2018-022						
Project Manager:		50,000.00	contingency authorized							
account #	001-3510-541.63-00	950,000.00	exp authorized before contingency							
	423-3570-538.63-00						Cumulative	FY18 cum		
	111-3230-559.63-00		*FY 18 PO ISSUE*	FY2018	35969	950,000.00	950,000.00	950,000.00	$ 493,671.72	$ -
	Contractor: Masci General PO# 72675									
	B-18-02-COC									
		50,000	^contingency balance-->							
WS11VR	Valve Improvements									
Op. Rev.		574,914.93	10/24/2017	2018-014						
Project Manager:		52,265.00	contingency authorized							
account #	421-4025-536.46-00	522,649.93	exp authorized before contingency							
							Cumulative	FY18 cum		
	JoBear		*FY 18 PO ISSUE*	FY2018	35607	522,649.93	522,649.93	522,649.93	$ 281,519.10	$ -
	Contractor PO#72425									
		52,265	^contingency balance-->							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
CP1501	Heart Of Cocoa Meeting Room									
Op. Rev.		175,000.00	10/24/2017	2017-104						
Project Manager:		18,125.00	contingency authorized							
account #	301-3580-519-62-00	156,875.00	exp authorized before contingency				Cumulative	FY18 cum		
	C&D Consturction PO# 71710									
	Community Meeting Room		*FY 18 PO ISSUE*	FY2018	34749	156,875.00	156,875.00	156,875.00	$ 34,592.18	$ -
			CO#1		35952	6,726.39	163,601.39	163,601.39		
		11,399	^contingency balance-->							
WS1222	WRF Motor Controls Sellers									
Op. Rev.		2,334,400.20	4/12/2016	2016-37						
Project Manager:		212,218.20	contingency authorized							
account #	421-4120-536-63-00	2,122,182.00	exp authorized before contingency				Cumulative	FY18 cum		
	Chinchor Electric Inc PO# 68119/69705/71957		FY16 PO Issue	FY 2016	30162	2,122,182.00	2,122,182.00			$ 1,458,803.25
	B-16-05-COC		*PO 68119 FY16 Year-End PO Liquidation*			(1,938,748.67)	183,433.33			
			FY 2017 PO Issued	FY 2017	32007	1,938,748.67	2,122,182.00			
			CO#1		32212	119,650.85	2,241,832.85			
						(599,596.27)	1,642,236.58			
			FY 18 PO ISSUE	FY2018	34974	599,596.27	2,241,832.85	599,596.27	$ 487,504.63	
			CO#1		36463	16,039.41	2,257,872.26	615,635.68		
		76,528	^contingency balance-->							
WS1402	Reject Pond Rehab - Engineering Services									
Op. Rev.		9,425,900.00	12/8/2015	2015-091						
Project Manager:		856,900.00	contingency authorized							
account #	421-4055-536-63-00	8,569,000.00	exp authorized before contingency				Cumulative	FY18 cum		
	PETTICOTT-SCHMITT PO# 67619/69660/71761		FY16 PO Issue	FY2016	29508	8,569,000.00	8,569,000.00			$ 5,531,981.69
	Bid No. B-15-23-COC		*CO#1 temporary and permanent power for CVS-1 and ASR-4*		30691	67,311.00	8,636,311.00			
			PO 67619 FY16 Year-End PO Liquidation			(6,815,828.77)	1,820,482.23			
				FY2017	31822	6,815,828.77	8,636,311.00			
			CO#1		32217	1,243.00	8,637,554.00			
			CO#2		32311	77,406.00	8,714,960.00			
			CO#3		32488	15,311.00	8,730,271.00			
			CO#4		33475	(1,750.00)	8,728,521.00			
			CO#5		33669	10,956.00	8,739,477.00			
						(1,387,013.08)	7,352,463.92			
			FY 18 PO ISSUE	FY2018	34733	1,387,013.08	8,739,477.00	1,387,013.08	$ 1,303,135.81	
			CO#1		35001	18,612.63	8,758,089.63	1,405,625.71		
			CO#2		35008	2,548.56	8,760,638.19	1,408,174.27		
			CO#3		35009	41,346.11	8,801,984.30	1,449,520.38		
			CO#4		35144	110,939.07	8,912,923.37	1,560,459.45		
			CO#5		35145	(21,069.96)	8,891,853.41	1,539,389.49		
			CO#6		35146	28,132.00	8,926,826.75	1,574,362.83		
			CO#7		35538	6,841.34	8,933,668.09	1,581,204.17		
		499,073	^contingency balance-->							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.		FY2018 Expenditures	FY2017 Expenditures
WS1001	Industrial Park Pump Station										
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138							
Project Manager:		444,500.00	10% contingency authorized			63-00					
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY18 cum			
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00				
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41				
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91				
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53				
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91		v		
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98		v		
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09		v		
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09				
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47				
			*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				$ 14,779.95
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97				$ 386,032.50
			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				$ 1,300.00
							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	420,315.30	1 $	-	
			PO#71880 Mead & Hunt (reisue PO#70943)		34893	9,984.39	4,667,012.97	430,299.69	2 $	4,488.27	
		209,868	^contingency balance-->								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.		FY2018 Expenditures	FY2017 Expenditures
WS1222	BNR Process Improvements										
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083							
account #421 4120 536 63-00 + 64-00		603,099.13	contingency authorized								
		2,753,375.93	constr' exp authorized before contingency								
				2018-083							
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037							
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order								
		76,000	Emergency Task Order authorized ($76k before task order contingency)								
						63-00	64-00	Cumulative	FY18 cum	FY18	FY17
	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			
	Chinchor Electric FY2017 PO#69705				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			$ 5,085.16
			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			$ 13,906.75
			PO# 69522 CDM Smith		32776	13,250.00		2,905,874.09			$ 58,955.00
						(33,812.06)		2,872,062.03			$ 169,885.00
						(13.25)		2,872,048.78			$ 1,458,803.25
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25		2,872,062.03	13.25		
			CO#1 PO#69522 CDM Smith		34650	36,340.00		2,908,402.03	36,353.25	1 $ 34,536.25	
			CO#2 CDM SMITH			86,975.40					
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06		2,942,214.09	70,165.31	2 $ -	
	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					
		352,910	^contingency balance--> for Brandes Design-Build								
		10,000	^contingency balance--> for Maxwell Contracting								

Legislation Details (With Text)

File #:	18-447	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/11/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	FY 2018 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	August FY 2018 EXPENSE Budget Tracking Worksheet.pdf August FY 2018 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2018
Agenda Date: September 25, 2018
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2018 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 2018 thru August 31, 2018.

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 2018 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 8/31/2018

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
12/27/17	001-1000-511.52-00	(145)	COUNCIL D. BOISVERT UPGRD TO I-PHONE-6 & CASE		1002
	001-1000-511.41-00	145			
01/02/18	001-1000-511.52-00	(100)	PAY ANNUAL DUES FOR MAYOR FOR CIV/MILITARY COUNCIL		1058
	001-1000-511.54-00	100			
08/14/18	001-1000-511.23-00	16,197	COVER COUNCIL'S CHANGES IN HEALTH ELECTIONS		4432
3	Budget Amendments/Transfers		Division 1000 Total	$16,197	
1100 - CITY MANAGER'S OFFICE					
05/02/18	001-1100-512.40-00	(600)	SEND THREE CITY STAFF TO LEAN SIX SIGMA YELLOW CER		2770
07/20/18	001-1100-512.24-00	6	COVER COST OF RECLASS PR SPEC TO ASST TO CM		3925
	001-1100-512.21-00	236			
	001-1100-512.22-00	302			
	001-1100-512.23-00	412			
	001-1100-512.12-00	3,802			
2	Budget Amendments/Transfers		Division 1100 Total	$4,158	
1103 - INFORMATION TECHNOLOGY					
11/14/17	001-1103-516.44-00	910	MOVE COST OF RICOH COPIER LEASE TO IT DIVISION		511
	001-1103-516.52-00	3,825			
	001-1103-516.44-00	8,896			
	001-1103-516.52-00	750	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-1103-516.52-00	1,251			
	001-1103-516.44-00	1,400			
	001-1103-516.44-00	1,917			
	001-1103-516.44-00	2,947			
	001-1103-516.44-00	4,311			
	001-1103-516.52-00	6,408			
	001-1103-516.44-00	7,209			
12/20/17	001-1103-516.64-15	(6,675)	COVER RENOVATION OF EOC CARRY OVER FROM FY17		962
	001-1103-516.64-00	6,675			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
01/23/18	001-1103-516.44-00	(43,435)	COVER NEW PHONE SYSTEM FOR CITY - SHARETEL	1421
	001-1103-516.41-00	6,948		
	001-1103-516.46-00	33,318		
	001-1103-516.34-00	38,950		
	001-1103-516.52-00	131,724		
03/27/18	001-1103-516.34-00	35,781	PURCHASE OF NEW PHONE SYSTEM FOR CITY	2292
	001-1103-516.52-00	131,724		
	001-1103-516.52-00	(131,724)		2293
	001-1103-516.34-00	(35,781)		
04/16/18	001-1103-516.34-00	(4,363)	CORRECT NEGATIVE BALANCE FROM INFO TECH SUBSCRIP	2573
	001-1103-516.55-00	4,363		
	001-1103-516.64-15	(13,500)	MOVE COSTS FOR LICENSING SOFTWARE FOR NEW SERVER	2572
	001-1103-516.52-00	13,500		
05/02/18	001-1103-516.64-15	(9,844)	CHANGE DATRIUM AND VMWARE TO NEW ACCOUNT LINE	2779
	001-1103-516.68-10	9,844		
05/14/18	001-1103-516.34-00	(15,000)	COVER TYLER AEGIS ENT UPG AND COVER OPERAT SUPPLIES	2961
	001-1103-516.44-00	(7,500)		
	001-1103-516.52-00	22,500		
05/22/18	001-1103-516.34-00	(11,830)	COVER BUDGET SHORTFALL NEW FIVE9 CUST SVC LINES	3175
	001-1103-516.41-00	11,830		
06/19/18	001-1103-516.34-00	(2,000)	MOVE FUNDS TO COVER FIVE9 EXPENSES FOR JUL-AU	3477
	001-1103-516.41-00	2,000		
06/25/18	001-1103-516.52-00	(95,925)	COVER UPGRADES TO THE NEW WORLD SYSTEM	3538
	001-1103-516.31-00	95,925		
07/10/18	001-1103-516.52-00	(1,800)	ADD SIX LICENSES TO FIVE9 TELEPHONE SYSTEM	3834
	001-1103-516.41-00	1,800		
07/20/18	001-1103-516.46-00	(188)	ADD FUNDS TO COVER WFO DATA CNTR UPS INSTALL	3925
	001-1103-516.64-00	188		
08/15/18	001-1103-516.46-00	(275)	COVER FLGISA CONFERENCE FEES FOR CTO	4273
	001-1103-516.55-00	275		
16	Budget Amendments/Transfers		Division 1103 Total $207,329	
1500 - FINANCE GENERAL ACCOUNTNG				
11/06/17	001-1500-513.52-00	(250)	COVER COST OF ADVERTISMNT FOR INVEST MNGMT RFQ	382
	001-1500-513.49-02	250		
12/18/17	001-1500-513.49-00	2,682	COVER COST OF SECOND LGL AD FOR BUDGET IN NEWSPAPR	908
02/05/18	001-1500-513.12-00	(56,901)	EMPLOYEE ENTERED DROP JAN 1 - MOVE SALARY & WAG	1586
	001-1500-513.12-12	5,905		
	001-1500-513.13-00	50,996		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/27/18	001-1500-513.12-12	27,739	CONTINGENCY - EMPLOYE RET AND STANTEC CONSULTING		2282
05/02/18	001-1500-513.55-00	400	SEND THREE CITY STAFF TO LEAN SIX SIGMA YELLOW CER		2770
06/12/18	001-1500-513.24-00	11	TEMP HEADCOUNT INCREASE FINANCE PART TIME EMPLOYE		3460
	001-1500-513.21-00	445			
	001-1500-513.13-00	5,554			
6	Budget Amendments/Transfers		Division 1500 Total	$36,831	
1505 - PURCHASING					
03/22/18	001-1505-513.12-00	(1,664)	COVER ACCRUAL PAYOUTS FOR EMPLOYEE		2191
	001-1505-513.12-12	1,664			
05/02/18	001-1505-513.55-00	200	SEND THREE CITY STAFF TO LEAN SIX SIGMA YELLOW CER		2770
2	Budget Amendments/Transfers		Division 1505 Total	$200	
1510 - FINANCE UTILITY ACCOUNTNG					
12/18/17	001-1510-536.52-00	(2,682)	COVER COST OF SECOND LGL AD FOR BUDGET IN NEWSPAPR		908
02/27/18	001-1510-536.52-00	(176)	RECLASS SUB COSTS FOR LASERFICHE SERVER		1884
	001-1510-536.46-00	176			
04/19/18	001-1510-536.12-00	(2,000)	ADD OVERTIME TO COVER VACANT POSITIONS / WORK		2628
	001-1510-536.14-00	2,000			
05/15/18	001-1510-536.52-00	(1,150)	ADJUST TWO CASHIER COUNTERTOPS REACH		2984
	001-1510-536.46-00	1,150			
05/29/18	001-1510-536.34-00	(13,502)	CUSTOMER SERVICE SUPERVIS POSITION STARTING 7-2-18		3177
	001-1510-536.24-00	20			
	001-1510-536.27-00	550			
	001-1510-536.21-00	608			
	001-1510-536.22-00	629			
	001-1510-536.23-00	3,759			
	001-1510-536.12-00	7,936			
08/14/18	001-1510-536.12-00	(2,046)	COVER ACCRUAL PAYOUTS FINANCE UTILITY ACCT EMPL		4432
	001-1510-536.12-12	2,046			
08/15/18	001-1510-536.49-00	(1,929)	PRCHSE MONITORS, CHAIRS, AND DESK CUST SVCS DIV		4270
	001-1510-536.49-00	(540)			
	001-1510-536.40-00	540			
	001-1510-536.52-00	1,929			
08/24/18	001-1510-536.49-00	(1,000)	COVER ADDING CARPET TO BILLING CONF ROOM		4431
	001-1510-536.42-00	45			
	001-1510-536.46-02	955			
8	Budget Amendments/Transfers		Division 1510 Total	($2,682)	
1600 - GENERAL OPERATIONS					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/14/17	001-1600-513.39-00	(90,440)	ADDTNL WATERFRONT HAZARDS FROM HURRICANE IRMA		513
01/23/18	001-1600-513.39-00	(167,505)	COVER NEW PHONE SYSTEM FOR CITY - SHARETEL		1421
	001-1600-513.39-00	(24,360)	FEDERAL LOBBYING SERVICES WERE NOT BUDGETED		1420
	001-1600-513.31-00	24,360			
03/22/18	001-1600-513.48-00	(900)	CIGNA WELLNESS PROGRAMS PROMO ACTIVITIES BUDGT		2190
	001-1600-513.48-00	900			
03/27/18	001-1600-513.39-00	(76,000)	ADD TO NON-RETAINER COST FOR CITY ATTORNEY		2283
	001-1600-513.31-01	76,000			
	001-1600-513.39-00	(42,844)	CONTINGENCY - EMPLOYE RET AND STANTEC CONSULTING		2282
	001-1600-513.31-00	15,105			
	001-1600-513.39-00	167,505	PURCHASE OF NEW PHONE SYSTEM FOR CITY		2293
04/24/18	001-1600-513.39-00	(5,473)	ENDEAVOUR BOOK PROJECT FUND GRANT APPLICATION		2710
	001-1600-513.83-01	5,473			
06/12/18	001-1600-513.39-00	(4,000)	CENTER FOR PUB SAFETY COUNCIL PRESENTATION		3461
	001-1600-513.31-00	4,000			
	001-1600-513.39-00	(6,010)	TEMP HEADCOUNT INCREASE FINANCE PART TIME EMPLOYE		3460
06/19/18	001-1600-513.31-02	(1,310)	ADD FUNDS FOR TASC PO PROFESSIONAL SERVICES		3477
	001-1600-513.31-00	1,310			
	001-1600-513.43-00	18	ADD FUNDS TO PAY STORMWAT FEE FOR HILLTOP CEMETERY		3477
07/03/18	001-1600-513.49-00	(2,825)	COVER DUNLAP & ASSOCIATES SERVICES PO		3647
	001-1600-513.31-00	2,825			
07/24/18	001-1600-513.39-00	(24,500)	PROCURE ACTUARIAL SERVICE FOR PBA/IAFF NEGOTIATIONS		3989
	001-1600-513.31-00	24,500			
08/14/18	001-1600-513.39-00	(16,197)	COVER COUNCIL'S CHANGES IN HEALTH ELECTIONS		4432
15	Budget Amendments/Transfers		Division 1600 Total	($140,368)	
1601 - EMERGENCY/DISASTER SVS					
11/14/17	001-1601-525.34-00	90,440	ADDTNL WATERFRONT HAZARDS FROM HURRICANE IRMA		513
08/14/18	001-1601-525.42-00	232	ADDTNL BUDGT IN EMERGNCY ACCTS TO COVER HUR IRMA		4430
	001-1601-525.31-00	6,440			
	001-1601-525.64-00	10,735			
	001-1601-525.34-00	27,929			
	001-1601-525.46-02	33,409			
	001-1601-525.46-00	53,802			
2	Budget Amendments/Transfers		Division 1601 Total	$222,987	
1801 - HUMAN RESOURCES					
01/31/18	001-1801-513.46-00	(82)	COVER THE COST OF TENURE BADGES FOR FY18		1496
	001-1801-513.47-00	82			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/05/18	001-1801-513.46-00	(200)	BDGET TXFR WELLNESS EVENT REIMB		2394
	001-1801-513.31-00	200			
	001-1801-513.55-00	(280)	BUDGET TXFR HR CONFERENCE		2392
	001-1801-513.40-00	280			
05/02/18	001-1801-513.46-00	(266)	COVER TWO HR EMPLOYEES ATTEND WK COMP CONF		2770
	001-1801-513.40-00	266			
05/29/18	001-1801-513.46-00	(190)	COVER NEW HR EMP TRAVEL TO GEHRING GROUP TRAINING		3177
	001-1801-513.40-00	190			
07/26/18	001-1801-513.46-00	(67)	ADD FUNDS TO PAY FOR HR SHREDDING SERVICES FY18		3981
	001-1801-513.52-00	67			
6	Budget Amendments/Transfers			Division 1801 Total $0	
1805 - CITY CLERK					
06/19/18	001-1805-513.49-00	(18)	ADD FUNDS TO PAY STORMWAT FEE FOR HILLTOP CEMETERY		3477
1	Budget Amendments/Transfers			Division 1805 Total ($18)	
2100 - POLICE ADMIN/OPERATIONS					
10/10/17	001-2100-521.64-00	1,299	ACCEPT REV AND EXPNSE OF FLYABLE DRONE DONATN		102
11/01/17	001-2100-521.46-00	1,890	MOVE ALL RADAR REPAIRS & RECERTS IN SAME ACCOUNT		310
11/14/17	001-2100-521.44-00	(3,362)	ADD FNDS FOR BCKGRN INVST & CABLE / CELL PH BILLS		455
	001-2100-521.44-00	(1,760)			
	001-2100-521.41-00	1,122			
	001-2100-521.31-00	3,000			
	001-2100-521.52-00	(3,000)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-2100-521.44-00	(2,050)			
	001-2100-521.44-00	(2,010)			
	001-2100-521.52-00	(1,408)			
11/28/17	001-2100-521.44-00	(4,387)	TASER CARTRIDGES RECLASS TO OPERATING FROM LEASES		588
	001-2100-521.52-00	4,387			
12/15/17	001-2100-521.64-01	(23,464)	MOVE FUNDS INTO JAG GRANT PROJECT NUMBER		888
	001-2100-521.64-01	23,464			
01/31/18	001-2100-521.55-00	(2,000)	MOVE FUNDS FROM TRAINING TO TRAVEL AND PER DIEM		1496
	001-2100-521.40-00	2,000			
03/14/18	001-2100-521.44-00	(13,000)	UNBDGTD TRAVEL, UNIFORMS, ANNL RPRT AND BCKGRND CHK		2097
	001-2100-521.47-00	500			
	001-2100-521.31-00	2,500			
	001-2100-521.40-00	4,000			
	001-2100-521.52-00	6,000			
04/05/18	001-2100-521.46-03	(233)	BUDGET TXFR TITLE & TAG REPLACEMENT MOTORCYCLE		2393

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/05/18	001-2100-521.49-00	233	BUDGET TXFR TITLE & TAG REPLACEMENT MOTORCYCLE		2393
05/21/18	001-2100-521.44-00	(12,500)	COVER CLERK FILING FEES PURCHASE CHAIRS & SOFTWRE		3063
	001-2100-521.49-00	500			
	001-2100-521.52-00	12,000			
07/05/18	001-2100-521.44-00	(7,621)	ADD FUNDS TO VERIZON PO TO PURCHASE AIR CARDS		3680
	001-2100-521.41-00	7,621			
07/12/18	001-2100-521.44-00	(3,300)	COVER ATTORNEY FEES FOR CODE ENFORCEMENT HEARING		3764
	001-2100-521.52-07	(272)			
07/24/18	001-2100-521.52-00	10,000	ACCEPT DONATION OF PD DOG WORTH 10K FROM COMM FRST		4046
08/02/18	001-2100-521.64-15	(1,535)	PURCHASE ADDITIONAL PANSN TOUGHBOOK FOR PD		4088
	001-2100-521.64-00	(201)			
	001-2100-521.64-01	1,736			
08/08/18	001-2100-521.64-00	(700)	COVERT PD POLE CAMERA TO BOX SYSTEM		4160
	001-2100-521.46-00	700			
08/14/18	001-2100-521.12-00	(32,997)	ACCRUAL PAYOUTS FOR 3 EMP AND HEALTH ELECTION CHANG		4432
	001-2100-521.12-12	20,997			
08/15/18	001-2100-521.52-00	(2,000)	COVER ATTORNEY FEES FOR CODE ENF LEGAL CASE		4273
17	Budget Amendments/Transfers		Division 2100 Total	($13,851)	
2101 - POLICE COMMUNICATIONS					
11/01/17	001-2101-521.46-00	(1,890)	MOVE ALL RADAR REPAIRS & RECERTS IN SAME ACCOUNT		310
11/14/17	001-2101-521.44-00	(3,149)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-2101-521.52-00	(2,000)			
08/14/18	001-2101-521.12-00	(992)	ACCRUAL PAYOUTS FOR 3 EMP AND HEALTH ELECTION CHANG		4432
	001-2101-521.12-12	992			
3	Budget Amendments/Transfers		Division 2101 Total	($7,039)	
2132 - CODE ENFORCEMENT					
11/14/17	001-2132-524.41-00	1,000	ADD FNDS FOR BCKGRN INVST & CABLE / CELL PH BILLS		455
	001-2132-524.44-00	(1,400)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-2132-524.52-00	(1,251)			
03/14/18	001-2132-524.40-00	(178)	ATTEND F.A.C.E. TRAINING FOR CODE ENFORCEMENT		2097
	001-2132-524.55-00	178			
05/02/18	001-2132-524.64-00	(2,400)	COVER NEG BAL IN ACCRUALS COMM AND OPERATING		2770
	001-2132-524.41-00	282			
	001-2132-524.52-00	326			
	001-2132-524.12-12	1,792			
07/12/18	001-2132-524.31-01	3,572	COVER ATTORNEY FEES FOR CODE ENFORCEMENT HEARING		3764
08/14/18	001-2132-524.23-00	12,000	ACCRUAL PAYOUTS FOR 3 EMP AND HEALTH ELECTION CHANG		4432

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/15/18	001-2132-524.31-01	2,000	COVER ATTORNEY FEES FOR CODE ENF LEGAL CASE		4273
7	Budget Amendments/Transfers		Division 2132 Total	$15,921	
2200 - FIRE ADMINISTRATION					
10/10/17	001-2200-522.64-00	27,518	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
10/27/17	001-2200-522.52-00	(41)	BUDGET TXFR INCREASE IN NFPA SUBSCRIPTION		269
	001-2200-522.54-00	41			
11/14/17	001-2200-522.44-00	(1,917)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
02/13/18	001-2200-522.52-00	(3,887)	TXFR MOBILE EYES FIRE SFT TO CONTRACT SERVICES		1686
	001-2200-522.34-00	3,887			
06/18/18	001-2200-522.42-00	550	FIRE INSPECTORS POSTAGE AND STAMP COSTS INCREASE		3462
07/26/18	001-2200-522.40-00	(704)	COVER UNEXPCTD EXPENSES IN FIRE TRAVEL AND TRAINI		3981
	001-2200-522.55-00	125			
6	Budget Amendments/Transfers		Division 2200 Total	$25,572	
2201 - FIRE OPERATIONS					
12/15/17	001-2201-522.46-00	(467)	CORRECT BUDGET SHORTFALL DUE TO MISCALCULATION		890
	001-2201-522.64-00	467			
12/27/17	001-2201-522.64-00	(5,862)	BDGT TXFR LIFE PACK SERV AGREE FRM CAPITAL TO R&M		1004
	001-2201-522.46-00	5,862			
01/31/18	001-2201-522.64-00	149	MOVE SHIPPING TO CAPITAL FOR GAS DETECTOR		1496
	001-2201-522.52-00	(149)	MOVE SHIPPING TO CAPITAL FOR GAS DETECTOR INV		1496
03/22/18	001-2201-522.12-00	(2,891)	COVER SICK AND VACATION ACCRUAL PAYOUTS		2191
	001-2201-522.12-12	2,891			
03/27/18	001-2201-522.52-00	2,476	PROVIDE BUDGET FOR LUCAS CHEST COMPRESSION GRANT		2284
	001-2201-522.64-00	13,877			
05/07/18	001-2201-522.46-00	(735)	COVER UTILITY CONNECT FEE AND OLD FIRE STN UTIL COS		2836
	001-2201-522.52-10	735			
05/08/18	001-2201-522.64-00	121,000	REFURBISH FIRE ENGINE 30 TO EXTEND USEFUL LIFE		2965
05/14/18	001-2201-522.46-00	(1,710)	MOVE FUNDS TO COVER ALARM PANELS FOR NEW FIRE STATN		2961
	001-2201-522.41-00	1,710			
05/29/18	001-2201-522.52-05	(1,320)	PAY FOR DIRECTV FOR NEW FIRE STATIONS THROUGH SEP		3177
	001-2201-522.41-00	1,320			
06/18/18	001-2201-522.42-00	(550)	FIRE INSPECTORS POSTAGE AND STAMP COSTS INCREASE		3462
07/03/18	001-2201-522.52-05	(5,398)	COVER FPL COSTS FOR NEW FIRE STN AND OLD		3647
	001-2201-522.43-00	5,398			
07/05/18	001-2201-522.64-00	(121,000)	ASSOCIATE FIRE TRUCK REFR WITH PROJECT NUMBER		3679
	001-2201-522.64-00	121,000			
07/26/18	001-2201-522.40-00	579	COVER UNEXPCTD EXPENSES IN FIRE TRAVEL AND TRAINI		3981

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/31/18	001-2201-522.46-00	(4,525)	PURCHASE BUNKER GEAR IN UNUSUAL SIZES FOR STAFF		4042
	001-2201-522.52-00	4,525			
08/14/18	001-2201-522.12-00	(102,262)	ACCRUAL PAYOUTS 2 FIRE EM AND OVERTIME FOR FY18		4432
	001-2201-522.14-00	45,450			
	001-2201-522.12-12	56,812			
08/15/18	001-2201-522.52-00	(300)	ADD FNDS TO COVER FL CITY GAS FOR STATIONS IN FY18		4273
	001-2201-522.52-10	300			
08/31/18	001-2201-522.55-00	(2,221)	FPL AND WATER BILLS FOR FIRE STATIONS REMAIN FY18		4529
	001-2201-522.31-00	261			
	001-2201-522.43-00	1,960			
18	Budget Amendments/Transfers		Division 2201 Total	$137,382	
3200 - ADMINISTRATION					
11/14/17	001-3200-515.44-00	(2,256)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
12/20/17	001-3200-515.49-00	(4,114)	CLOSING COSTS FOR ACQUSTN OF 1408 DONNA AVENUE		962
	001-3200-515.61-00	4,114			
02/27/18	001-3200-515.31-00	31,800	COCOA VILLAGE PARKING ASSESSMENT FUNDING		1952
04/23/18	001-3200-515.52-00	(150)	COVER A SHORTAGE FOR VERIZON BILL		2660
	001-3200-515.41-00	150			
07/20/18	001-3200-515.55-00	(1,200)	CORRECT NEG BALANCE IN COMM AND OPER SUPPLIES		3925
	001-3200-515.41-00	300			
	001-3200-515.52-00	900			
	001-3200-515.12-00	(3,802)	COVER COST OF RECLASS PR SPEC TO ASST TO CM		3925
	001-3200-515.23-00	(412)			
	001-3200-515.22-00	(302)			
	001-3200-515.21-00	(236)			
	001-3200-515.24-00	(6)			
08/14/18	001-3200-515.12-00	(2,789)	COVER ACCRUAL PAYOUTS 2 COMM SVCS DEPT EMPLOYEE		4432
	001-3200-515.12-12	2,789			
7	Budget Amendments/Transfers		Division 3200 Total	$24,786	
3205 - ECONOMIC DEVELOPMENT					
12/05/17	001-3205-559.49-05	(18,715)	NO FUNDS BUDGETED FOR PROJECT # CS17FA IN FY18		698
	001-3205-559.49-05	(5,600)			
	001-3205-559.49-05	5,600			
	001-3205-559.49-05	18,715			
12/18/17	001-3205-559.49-05	(18,715)	CORRECT BROWNSFIELDS PROJ NUMBER CHARGES		908
	001-3205-559.49-05	(13,350)			
	001-3205-559.49-05	(7,767)			
	001-3205-559.49-05	(7,063)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/18/17	001-3205-559.49-05	(7,063)	CORRECT BROWNSFIELDS PROJ NUMBER CHARGES		908
	001-3205-559.49-05	(5,600)			
	001-3205-559.49-05	5,600			
	001-3205-559.49-06	7,063			
	001-3205-559.49-06	7,063			
	001-3205-559.49-06	7,767			
	001-3205-559.49-06	13,350			
	001-3205-559.49-05	18,715			
01/31/18	001-3205-559.42-00	(20)	COVER TABLECLOTH RENTAL FOR COCOA JOB FAIR		1496
	001-3205-559.44-00	20			
02/07/18	001-3205-559.47-00	(191)	COVER HOSTING AND SUPPRT FOR ECON DEV WEBSITE		1619
	001-3205-559.46-00	191			
05/07/18	001-3205-559.49-05	(31,000)	ADD FUNDS TO BROWNSFIELD PROJECT NUMBER		2835
	001-3205-559.49-05	31,000			
06/25/18	001-3205-559.49-06	(1,442)	RECLASS LAPTOP PURCHASED W/ BROWNFIELDS MONEY		3540
	001-3205-559.64-00	1,442			
08/15/18	001-3205-559.48-00	(16)	COVER AN HDMI ADAPTER FOR COMM SVCS DEPT		4273
	001-3205-559.64-00	16			
7	Budget Amendments/Transfers		Division 3205 Total	$0	
3290 - LEISURE SERVICES					
11/14/17	001-3290-574.24-00	646	ADD PART TIME FACILITIES ATTENDANT FOR LEE WENNER		512
	001-3290-574.22-00	878			
	001-3290-574.21-00	893			
	001-3290-574.13-00	11,669			
	001-3290-574.44-00	(2,055)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
08/14/18	001-3290-574.15-00	(1,072)	COVER ACCRUAL PAYOUTS 2 LEISURE SVCS EMPLOYEES		4432
	001-3290-574.12-12	1,072			
3	Budget Amendments/Transfers		Division 3290 Total	$12,031	
3500 - ADMINISTRATION					
11/14/17	001-3500-519.44-00	(907)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-3500-519.52-00	(500)			
02/07/18	001-3500-519.12-00	(127)	COVER SICK AND VACA ACCRL PAYOUTS AND ONE SHOE ALLW		1619
	001-3500-519.12-12	127			
2	Budget Amendments/Transfers		Division 3500 Total	($1,407)	
3510 - PUBLIC WORKS MAINTENANCE					
03/27/18	001-3510-541.63-00	(300,000)	STONE STREET STREETSCAPE PROJECT BID		2285
	001-3510-541.63-00	(40,000)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/27/18	001-3510-541.63-00	40,000	STONE STREET STREETSCAPE PROJECT BID		2285
	001-3510-541.63-00	300,000			
04/12/18	001-3510-541.63-00	(5,000)	COVER CHURCH ST BAFFLE BX AND PROVOST PARKING LOT		2545
	001-3510-541.31-00	5,000			
06/07/18	001-3510-541.63-00	(9,855)	STREET SIGNS ACCT CORRECT FROM INFRASTRUCT TO OPER		3314
	001-3510-541.52-00	9,855			
07/05/18	001-3510-541.31-00	(8,664)	MOVE PERMIT AND ENGINEER TO CAPITAL EXPENSE LINE		3677
	001-3510-541.63-00	8,664			
07/27/18	001-3510-541.46-00	57,000	BUDGET ADMIN STREET LIGHT REPLACE DAMAGED DESTROY'D		4012
08/14/18	001-3510-541.64-00	100,000	ADD FUNDS FOR FORKLIFT & CLAW TRUCK FOR STORMWATER		4538
	001-3510-541.64-00	44,584	PURCHASE CLAW TRUCK AND FORKLIFT UNDER CAPITAL FU		4338
08/24/18	001-3510-541.52-00	(5,000)	COVER SHORTAGE IN PROF SV AND CONTRACT SVC		4431
	001-3510-541.34-00	500			
	001-3510-541.31-00	4,500			
8	Budget Amendments/Transfers		Division 3510 Total	$201,584	
3520 - PARKS & BEAUTIFICATION					
10/31/17	001-3520-572.34-09	(5,000)	COVER MOWING SERVICES BETWEEN FY17 & FY18		288
	001-3520-572.14-00	5,000			
11/29/17	001-3520-572.34-09	(5,000)	COVER IN HOUSE MOWING SVC BETWEEN FISCAL YEARS		638
	001-3520-572.14-00	5,000			
12/05/17	001-3520-572.52-00	(2,490)	MOVE FROM OPER TO CAP FOR CHRISTMAS TREE PRCHSE		699
	001-3520-572.64-00	2,490			
12/12/17	001-3520-572.34-09	(35,000)	INMATE WORK SQUAD FROM FL DEPT OF CORRECTIONS		894
	001-3520-572.52-00	(14,866)			
	001-3520-572.34-00	49,866			
02/05/18	001-3520-572.12-00	(45,906)	EMPLOYEE ENTERED DROP JUN 1 - MOVE SALARY & WAG		1586
	001-3520-572.13-00	45,906			
03/16/18	001-3520-572.34-00	(15,000)	COVER OVERTIME AND PLANT REPLACEMENTS UNBUDGTD		2123
	001-3520-572.52-00	5,000			
	001-3520-572.14-00	10,000			
05/15/18	001-3520-572.34-00	(15,000)	FUND OVERTIME MOWING DURING CONTRACT GAP		2984
	001-3520-572.55-00	150			
	001-3520-572.52-00	4,850			
	001-3520-572.14-00	10,000			
07/03/18	001-3520-572.34-00	(8,000)	PURCHASE NEW XMAS TREE AND ADDTNL SNOWFALL LIGHT		3647
	001-3520-572.55-00	250			
	001-3520-572.52-00	1,750			
	001-3520-572.64-00	6,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/31/18	001-3520-572.34-00	(4,000)	COVER ZERO TURN MOWER REPAIR AND A NEG BALANCE		4042
	001-3520-572.49-00	400			
	001-3520-572.46-00	3,600			
08/14/18	001-3520-572.34-00	(15,000)	ACCRUAL PAY, SHOE ALLOW, AND MOWING SERVICES		4432
	001-3520-572.12-00	(3,452)			
	001-3520-572.20-00	110			
	001-3520-572.12-12	3,342			
	001-3520-572.14-00	15,000			
10	Budget Amendments/Transfers			Division 3520 Total $0	
3540 - PUBLIC WORKS- FLEET MAINT					
11/14/17	001-3540-519.44-00	(540)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-3540-519.52-00	(250)			
02/07/18	001-3540-519.12-00	(110)	COVER SICK AND VACA ACCRL PAYOUTS AND ONE SHOE ALLW		1619
	001-3540-519.20-00	110			
06/25/18	001-3540-519.34-00	(31,330)	FUND FLEET PURCHASES ARC SYSTEM / POST LIFT SY		3535
	001-3540-519.64-00	31,330			
08/24/18	001-3540-519.34-00	(17,700)	COVER PURCHASE AND INSTAL OF NEW PUMP CONTROLLER		4431
	001-3540-519.64-00	17,700			
4	Budget Amendments/Transfers			Division 3540 Total ($790)	
3560 - FACILITY MANAGEMENT					
10/10/17	001-3560-519.52-00	(45,914)	LEE WENNER PARK MAINT BUDGETED IN WRONG ACCT		70
	001-3560-519.46-02	45,914			
11/14/17	001-3560-519.12-00	(11,669)	ADD PART TIME FACILITIES ATTENDANT FOR LEE WENNER		512
	001-3560-519.21-00	(893)			
	001-3560-519.22-00	(878)			
	001-3560-519.24-00	(646)			
	001-3560-519.44-00	(1,500)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
02/07/18	001-3560-519.12-00	(534)	COVER SICK AND VACA ACCRL PAYOUTS AND ONE SHOE ALLW		1619
	001-3560-519.12-12	534			
03/05/18	001-3560-519.46-02	(15,000)	PUBLIC WORKS COMPOUND NEW FENCE INSTALLATION		1953
	001-3560-519.63-00	15,000			
05/14/18	001-3560-519.52-00	5,000	COVER OPERATING SUPPLIES FOR REMAINDER OF FY18		2961
06/25/18	001-3560-519.34-00	(4,000)	COVER OVRTIME, OP SUPPLY & FUEL COSTS PW FY18		3535
	001-3560-519.14-00	1,000			
	001-3560-519.52-00	3,000			
07/05/18	001-3560-519.46-02	(1,644)	COVER FINAL INSURANCE INV FLORIDA MUNI TRUST INS		3680
	001-3560-519.55-00	(1,000)			
	001-3560-519.45-00	2,644			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/05/18	001-3560-519.52-00	(15,000)	RECLASS COLLINS MUSEUM CABINETS TO CAPITAL LINE		3678
	001-3560-519.64-00	15,000			
07/31/18	001-3560-519.46-02	(20,300)	PURCHASE A REPLACEMENT PUB WORKS VEHICLE		4047
	001-3560-519.64-00	20,300			
08/14/18	001-3560-519.12-00	(110)	ACCRUAL PAY, SHOE ALLOW, AND MOWING SERVICES		4432
	001-3560-519.20-00	110			
08/20/18	001-3560-519.46-02	(7,000)	COVER INSTALL OF AUTOMATI TRANSFER SWITCH AT PUB WO		4336
	001-3560-519.64-00	7,000			
12	Budget Amendments/Transfers		Division 3560 Total	($10,586)	
3580 - CAPITAL PROJECTS MNGMT					
10/25/17	001-3580-519.44-00	(300)	COMM ACCT NEEDS FNDS TO COVER CITY CELL PHONE		240
	001-3580-519.41-00	300			
04/05/18	001-3580-519.64-00	(32,100)	BUDGET TXFR DIGI MSG BRD		2391
	001-3580-519.63-00	32,100			
05/14/18	001-3580-519.64-00	(5,000)	COVER OPERATING SUPPLIES FOR REMAINDER OF FY18		2961
06/25/18	001-3580-519.64-00	(400)	COVER OVRTIME, OP SUPPLY & FUEL COSTS PW FY18		3535
	001-3580-519.52-30	400			
08/14/18	001-3580-519.63-00	375,000	MOVE MONEY INTO CAPT INFR FOR SHORELINE STABILIZATI		4340
	001-3580-519.62-00	(44,584)	PURCHASE CLAW TRUCK AND FORKLIFT UNDER CAPITAL FU		4338
6	Budget Amendments/Transfers		Division 3580 Total	$325,416	
171	Total Budget Amendments/Transfers		**GENERAL FUND**	**$1,053,653**	
3240 - HOUSING GRANTS					
12/05/17	105-3240-554.83-00	(2,605)	SHIP HOUSING COUNSELING FUNDS RECLASS TO ADMIN		699
	105-3240-554.34-00	2,605			
1	Budget Amendments/Transfers		Division 3240 Total	$0	
1	Total Budget Amendments/Transfers		**SHIP/COCOA HOUSING TRUST**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
11/30/17	110-3230-559.63-00	(12,706)	COVER DEMOLISHING & BLDNG PLAYGROUND IN LEE WENNER		646
	110-3230-559.31-00	12,706			
12/05/17	110-3230-559.39-00	(35,000)	COVER COSTS FOR DEVELPMNT OF 5 YR COCOA WTRFRNT PLN		699
	110-3230-559.31-00	35,000			
12/27/17	110-3230-559.52-00	(1)	BUDGET TXFR CRA PROF SRV ROUNDING ERROR CORRECT		1003
	110-3230-559.31-00	1			
01/23/18	110-3230-559.83-00	(27,910)	COVER LEE WENNER CONNECTR SHORTFALL OF FUNDS		1419
	110-3230-559.63-00	27,910			
03/13/18	110-3230-559.63-00	(1,000)	DEMOLISH COAST GUARD BUILDING		2143
	110-3230-559.31-00	1,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/13/18	110-3230-559.63-00	(2,253)	DOMOLISH PLAYGROUP EQU		2144
	110-3230-559.31-00	2,253			
	110-3230-559.63-00	(14,825)	PEDESTRIAN LIGHTING RIVERFRONT CONNECTOR		2142
	110-3230-559.63-00	14,825			
04/13/18	110-3230-559.39-00	(100)	COVER NEW WATER HEATER FOR COCOA VILLAGE POST OF		2555
	110-3230-559.46-00	100			
05/14/18	110-3230-559.39-00	(836)	COVER REPAIRS AND MAINT FOR VILLAGE POST OFFICE		2961
	110-3230-559.46-00	836			
05/15/18	110-3230-559.63-00	(9,640)	FUND PARKING ANALYSIS OF VILLAGE BY COCOA CRA		2984
	110-3230-559.31-00	9,640			
06/25/18	110-3230-559.63-00	(5,000)	ADD FUNDS FOR COCOA WATERFRONT MASTER PLAN		3535
	110-3230-559.31-00	5,000			
07/03/18	110-3230-559.63-00	(3,100)	COVER APPRAISAL COSTS FOR 603 BREVARD AVENUE		3647
	110-3230-559.34-00	3,100			
	110-3230-559.63-00	(7,200)	RIVERFRONT CONNECTOR PROJECT CURBING		3646
	110-3230-559.63-00	7,200			
08/20/18	110-3230-559.12-00	(3)	COVER OVERTIME COSTS FOR COCOA REDEV AGENCY FUND		4336
	110-3230-559.14-00	3			
14 Budget Amendments/Transfers			Division 3230 Total	$0	
14 Total Budget Amendments/Transfers			**REDEVELOPMENT AGENCY FUND**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
02/21/18	111-3230-559.83-00	(198)	COVER STORMWATER EXPNS FOR WHALEY STREET PROPRTY		1817
	111-3230-559.43-00	198			
	111-3230-559.83-00	(1,000)	TXFR FOR DIAMOND SQUARE LEGAL EXPENSE ACCT		1817
	111-3230-559.31-01	1,000			
04/02/18	111-3230-559.12-00	(1)	COVER OVERTIME COSTS FOR EMPLOYEE		2320
	111-3230-559.14-00	1			
04/25/18	111-3230-559.83-00	(3,051)	INSTALL BENCH AND WASTE CAN AT ROSA L BUS STOP		2687
	111-3230-559.42-00	423			
	111-3230-559.64-00	2,628			
08/31/18	111-3230-559.83-00	(5,455)	COVER APPROVED CRA COSTS FOR COMMUNITY GARDEN		4529
	111-3230-559.43-00	290			
	111-3230-559.34-00	2,175			
	111-3230-559.52-00	2,990			
5 Budget Amendments/Transfers			Division 3230 Total	$0	
5 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$0**	
3230 - CRA ADMIN/OPERATIONS					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/20/18	112-3230-559.34-00	(184)	CORRECT NEGATIVE BALANCE IN ELCT/WTR/SEWR FOR CRA		3925
	112-3230-559.34-00	(122)			
	112-3230-559.43-00	122			
	112-3230-559.45-00	184			
1	Budget Amendments/Transfers		Division 3230 Total	$0	
	1 Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**$0**	
2100 - POLICE ADMIN/OPERATIONS					
05/08/18	141-2100-521.64-00	9,666	ACCEPT REVENUE FROM INSUR AND PURCHASE A REPLACEMEN		2962
1	Budget Amendments/Transfers		Division 2100 Total	$9,666	
	1 Total Budget Amendments/Transfers		**POLICE CONFISCATED FUND**	**$9,666**	
1600 - GENERAL OPERATIONS					
03/13/18	201-1600-513.72-00	5,853	TAX RATE INCREASE IN SERIES 2010 NOTE		2126
1	Budget Amendments/Transfers		Division 1600 Total	$5,853	
	1 Total Budget Amendments/Transfers		**DEBT SERVICE FUND**	**$5,853**	
3580 - CAPITAL PROJECTS MNGMT					
10/27/17	301-3580-519.62-00	(20,000)	TXFR TO COVER SHORTAGE FURN NOT BUDGETED 2017		267
	301-3580-519.64-00	3,630			
	301-3580-519.64-00	3,630			
	301-3580-519.64-00	12,740			
11/03/17	301-3580-519.62-00	(12,866)	COVER PURCHASE OF HVAC'S FOR FIRE STNS 2 & 3		364
	301-3580-519.62-00	(12,470)			
	301-3580-519.64-00	12,470			
	301-3580-519.64-00	12,866			
11/14/17	301-3580-519.62-00	15,000	COSTS FOR HEART OF COCOA MEETING ROOM		510
02/14/18	301-3580-519.62-00	(13,000)	MOVE FIRE STN A/C UNITS TO MACHINERY & EQUIPMNT		1727
	301-3580-519.62-00	(10,000)			
	301-3580-519.64-00	10,000			
	301-3580-519.64-00	13,000			
04/10/18	301-3580-519.62-00	(11,846)	FIRE STATIONS 2 & 3 TXFR FROM BLDNGS TO MACHINERY		2488
	301-3580-519.62-00	(10,972)			
	301-3580-519.64-00	10,972			
	301-3580-519.64-00	11,846			
05/01/18	301-3580-519.62-00	(31,376)	RECLASS CHARGES THAT DONT MEET CAPITAL THRESHO		2760
	301-3580-519.64-00	10,981			
	301-3580-519.34-00	20,395			
05/09/18	301-3580-519.62-00	(31,437)	COVER EQUIP, FENCING, & LANDCAPE FS #2 & #3		2869
	301-3580-519.62-00	(13,837)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/09/18	301-3580-519.64-00	3,337	COVER EQUIP, FENCING, & LANDCAPE FS #2 & #3		2869
	301-3580-519.64-00	3,337			
	301-3580-519.63-00	10,500			
	301-3580-519.63-00	28,100			
05/15/18	301-3580-519.34-00	(20,395)	CORRECT ACCOUNT NUMBER FOR FOM CAP INFR THRESHOL		2983
	301-3580-519.62-00	(6,727)			
	301-3580-519.63-00	27,122			
	301-3580-519.62-00	(9,958)	MOVE FUNDS TO BUY WIRELES NETWORK FOR FS #3		2984
	301-3580-519.64-15	9,958			
05/22/18	301-3580-519.62-00	(203,763)	FIRE STATION 1 - LAND IMP INFRASTRUCTURE & MACHINER		3172
	301-3580-519.61-00	25,995			
	301-3580-519.64-00	44,567			
	301-3580-519.63-00	133,201			
	301-3580-519.62-00	(127,063)	FIRE STATION 2 - LAND IMP INFRASTRUCTURE & MACHINER		3173
	301-3580-519.52-00	(100,000)			
	301-3580-519.64-00	5,891			
	301-3580-519.61-00	46,041			
	301-3580-519.63-00	175,131			
	301-3580-519.62-00	(282,313)	FIRE STATION 3 - LAND, OP INFRASTRUCTURE AND MACHIN		3174
	301-3580-519.52-00	(137,270)			
	301-3580-519.62-00	(15,519)			
	301-3580-519.64-00	5,017			
	301-3580-519.61-00	68,332			
	301-3580-519.63-00	361,753			
08/14/18	301-3580-519.31-00	(100,000)	PURCHASE CLAW TRUCK AND FORKLIFT UNDER CAPITAL FU		4338
	301-3580-581.91-01	100,000			
13	Budget Amendments/Transfers		Division 3580 Total	$15,000	
	13 Total Budget Amendments/Transfers		**CAPITAL PROJECTS FUND**	**$15,000**	
1515 - FIELD SERVICES					
10/10/17	421-1515-536.46-00	(11,870)	COVER PURCHASE OF TWO ADDTNL NEPTUNE RANGER		99
	421-1515-536.64-15	11,870			
01/17/18	421-1515-536.64-00	(338)	INSTALL KRONOS TIME CLOCK AT UTILITY COMPOUND		1294
	421-1515-536.46-00	338			
03/22/18	421-1515-536.12-00	(165)	COVER SHOE ALLOWANCE THREE NEW HIRES		2191
	421-1515-536.20-00	165			
04/25/18	421-1515-536.12-00	(27,739)	COVER RETIREMENT ACCRUAL OF LONGTIME EMPLOYEE		2687
	421-1515-536.12-12	27,739			
05/02/18	421-1515-536.64-00	(4,669)	SUCCESSION PLANNING DUE TO RETIREMENT FIELD SVC		2770

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/02/18	421-1515-536.12-00	4,669	SUCCESSION PLANNING DUE TO RETIREMENT FIELD SVC		2770
06/26/18	421-1515-536.64-00	20,904	VEHICLE PROCEEDS FROM TOTAL LOSS - INSURANCE		3645
08/15/18	421-1515-536.52-00	(540)	COVER ADDITIONAL ATTENDEE TO NEPTUNE CONF CUST SVC		4270
	421-1515-536.52-00	(295)			
	421-1515-536.55-00	295			
	421-1515-536.40-00	540			
08/22/18	421-1515-536.12-00	(2,600)	METER READER OVERTIME DUE TO INJURIES AND ILLNESS		4382
	421-1515-536.14-00	2,600			
8	Budget Amendments/Transfers		Division 1515 Total	$20,904	
4010 - WATER ADMINISTRATION					
10/24/17	421-4010-536.31-00	(48,250)	FUND THE CENTRAL FL WATER INITIATIVE		219
	421-4010-536.31-00	48,250			
10/27/17	421-4010-536.39-00	(611,445)	TXFR FOR ER ASSESS/REPAIR SUBAQUE PIPES AG#17-464		272
	421-4010-536.31-01	(5,497)	TXFR JOINT FUNDING (USGS) H2O QLTY		271
	421-4010-536.34-00	5,497			
11/14/17	421-4010-536.44-00	(1,792)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4010-581.91-01	3,700			
	421-4010-581.91-01	9,021			
11/22/17	421-4010-536.31-01	(50,000)	ASSOCIATE BUDGET WITH PROJECT # WS0919		558
	421-4010-536.31-01	50,000			
12/12/17	421-4010-536.39-00	(433,988)	EMRGNCY ASSES AND REPAIR OF SUB-AQUAEOUS PIPES		892
	421-4010-536.39-00	(23,792)	FY17 TO FY18 CONTINUATION OF WORK		893
	421-4010-536.31-00	23,792			
12/15/17	421-4010-536.34-00	(2,802)	PRCHSE CITY BRANDED WATER BOTTLES - 360 CASES		890
	421-4010-536.34-00	(1,360)			
	421-4010-536.42-00	1,360			
	421-4010-536.48-00	2,802			
07/05/18	421-4010-536.31-00	(5,946)	COVER FINAL INSURANCE INV FLORIDA MUNI TRUST INS		3680
	421-4010-536.45-00	5,946			
07/20/18	421-4010-536.52-00	(3,832)	PURCHASE PORTABLE CALORIMETER FOR LAB		3925
	421-4010-536.64-00	3,832			
08/08/18	421-4010-536.31-00	(486)	BRING ACCOUNT POSITIVE & PAY FOR WATER CONS INSERT		4160
	421-4010-536.47-00	486			
08/14/18	421-4010-536.39-00	(2,260)	COVER ACCRUAL PAYOUTS SHOE ALLOW, EMRGNCY ACCT		4432
08/15/18	421-4010-536.31-00	(46)	COVER INCREASE IN PRINTIN COST FOR WATER CONSERV		4273
	421-4010-536.47-00	46			
08/31/18	421-4010-536.31-00	(2,500)	COVER INVOICES FOR WATER QUALITY CONTROL LAB		4529
	421-4010-536.52-00	2,500			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
14	Budget Amendments/Transfers		Division 4010 Total	1,036,764)	
4011 - EMERGENCY/DISASTER SVS					
08/14/18	421-4011-525.46-00	2,260	COVER ACCRUAL PAYOUTS SHOE ALLOW, EMRGNCY ACCT		4432
1	Budget Amendments/Transfers		Division 4011 Total	$2,260	
4020 - DYAL PLANT					
11/14/17	421-4020-536.52-00	(3,000)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4020-536.44-00	(1,704)			
12/12/17	421-4020-536.63-00	430,261	FY17 TO FY18 CONTINUATION OF WORK		889
01/09/18	421-4020-536.63-00	113,212	ALLOW CONT. OF WORK ON GROUNDWATER FILTER #6		1267
	421-4020-536.46-00	(255,000)	ALLOW CONTIN OF WORK ON GROUNDWATER FILTER #6		1268
	421-4020-536.63-00	255,000			
02/27/18	421-4020-536.46-00	(77,501)	FILTER MEDIA REPLACEMENT DYAL FILTER #6 (WS18FM)		1950
	421-4020-536.63-00	77,501			
03/16/18	421-4020-536.63-00	(15,053)	PHASE 3 OF CMMS NEEDS ADDTNL FUNDS.		2122
	421-4020-536.63-00	15,053			
03/29/18	421-4020-536.12-00	(711)	COVER COST OF ACCRUAL PAYOUTS FOR EMPLOYEE		2281
	421-4020-536.12-12	711			
04/24/18	421-4020-536.63-00	(199,500)	COMBINE WS18DG & WS18AS AND ADD FNDS FOR SCADA		2712
	421-4020-536.63-00	(170,000)			
	421-4020-536.63-00	(160,000)			
	421-4020-536.63-00	(153,443)			
	421-4020-536.63-00	682,943			
05/07/18	421-4020-536.34-00	(30,000)	MOVE FUNDS TO COVER PPE SUPPLIES DUE TO HIGH USAG		2836
	421-4020-536.52-00	30,000			
05/15/18	421-4020-536.63-00	(10,131)	NETWORK EQUIPMENT FOR WEWAHOOTEE PUMP STATION		2984
	421-4020-536.52-00	(2,258)			
	421-4020-536.31-00	(1,080)			
	421-4020-536.46-00	(893)			
	421-4020-536.64-15	14,362			
05/22/18	421-4020-536.34-00	(88,725)	CHLORINE GAS FEED ROOM EMERG PO DYAL WTP		3176
	421-4020-536.64-00	88,725			
05/29/18	421-4020-536.46-00	(15,894)	2 TON A/C UNIT FOR DYAL BUILDING 2 REPLACEMENT		3177
	421-4020-536.64-00	15,894			
	421-4020-536.46-00	(1,696)	REPLACE AN EXISTING EYE WASH STATION		3177
	421-4020-536.64-00	1,696			
06/26/18	421-4020-536.34-00	(117,000)	COVER CHEMICAL INCREASE OF 30% IN DISTRIBUTION SY		3644
	421-4020-536.52-09	42,000			
	421-4020-536.52-09	75,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
07/27/18	421-4020-536.52-09	(31,000)	PROJECT TRANSFER AGENDA 18-291 ADDL QUICK LIME	4013
	421-4020-536.52-09	31,000		
	421-4020-536.52-09	(300,000)	PROJECT TRNSFR AGENDA 18-291 ADDL QUICK LIME	4014
	421-4020-536.52-09	(60,000)		
	421-4020-536.52-09	(50,000)		
	421-4020-536.52-09	(50,000)		
	421-4020-536.52-09	(20,000)		
	421-4020-536.52-09	(15,000)		
	421-4020-536.52-09	495,000		
08/14/18	421-4020-536.46-00	(39,985)	COST TO INSTALL NEW POLYB POLYMER SYSTEM AT DYALWTP	4337
	421-4020-536.64-00	17,671		
	421-4020-536.64-00	22,314		
	421-4020-536.12-00	(597)	COVER ACCRUAL PAYOUTS SHOE ALLOW, EMRGNCY ACCT	4432
	421-4020-536.20-00	185		
	421-4020-536.12-12	412		
08/28/18	421-4020-536.63-00	505,404	FUND EMERGENCY REPAIRS TO GROUND FILTER #5 AT DYAL	4583
19	Budget Amendments/Transfers		Division 4020 Total	$1,044,173
4025 - WATER FIELD OPERATIONS				
10/10/17	421-4025-536.64-00	201,490	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED	103
10/27/17	421-4025-536.46-00	611,445	TXFR FOR ER ASSESS/REPAIR SUBAQUE PIPES AG#17-464	272
11/14/17	421-4025-536.44-00	(2,750)	MOVE RICOH COPIER CHARGES TO IT DIVISION	514
	421-4025-536.52-00	(700)		
11/22/17	421-4025-536.46-00	(35,199)	FINALIZE SCHOOLHOUSE LANE WATER MAIN REPLACEMENT	559
	421-4025-536.63-00	35,199		
12/12/17	421-4025-536.46-00	433,988	EMRGNCY ASSES AND REPAIR OF SUB-AQUAEOUS PIPES	892
	421-4025-536.63-00	36,394	FY17 TO FY18 CONTINUATION OF WORK	889
01/23/18	421-4025-536.46-00	(10,368)	COVER NEW PHONE SYSTEM FOR CITY - SHARETEL	1421
	421-4025-536.52-00	10,368		
02/07/18	421-4025-536.12-00	(8,802)	COVER SICK AND VACATION ACCRUAL PAYOUT 3 EMPS	1619
	421-4025-536.12-12	8,802		
03/13/18	421-4025-536.46-00	(113,758)	PRCHS REPLACEMENT TRAILER EXCAVATOR AND EQUIPMENT	2125
	421-4025-536.64-00	113,758		
04/17/18	421-4025-536.46-00	(100,000)	COVER COST OF ALL RADIO READ METERS INSTALLATIONS	2591
	421-4025-536.46-00	100,000		
04/23/18	421-4025-536.46-02	(36,290)	REPLACE AC CONTROLS ON UTILITIES BUILDING	2660
	421-4025-536.64-00	36,290		
04/24/18	421-4025-536.46-00	(350,000)	FND ALL TERRN TRCTR CO ROAD REST. SERVICES	2711
	421-4025-536.46-00	350,000		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/02/18	421-4025-536.55-00	(1,000)	COVER FREIGHT AND POST FOR REMAINDER OF FY18		2770
	421-4025-536.42-00	1,000			
	421-4025-536.46-00	(500)	WFO MANAGER TRAVEL TO FWRC CONF IN DAYTONA BEAC		2770
	421-4025-536.40-00	500			
05/29/18	421-4025-536.46-02	(13,710)	PURCHASE INFRAMAP NOW SOFTWARE		3177
	421-4025-536.46-00	(6,290)			
	421-4025-536.68-10	20,000			
06/26/18	421-4025-536.46-00	201,750	REPLACE BROKEN 24" MAIN SR-3 AND RICHLAND AVENUE		3643
	421-4025-536.12-00	(200,000)	REPLENISH REPAIR & MAINT FOR REMAINDER FY18		3642
	421-4025-536.46-02	(45,000)			
	421-4025-536.46-03	(25,000)			
	421-4025-536.43-00	(20,000)			
	421-4025-536.46-00	290,000			
07/03/18	421-4025-536.55-00	(7,000)	COVER EXTRA SOLID WASTE LOADS DUE TO HUR IRMA		3647
	421-4025-536.34-00	7,000			
07/18/18	421-4025-536.44-00	(4,310)	COVER PURCHASE OF LAPTOPS FOR SUPERVISOR II AT WFO		3858
	421-4025-536.64-15	4,310			
08/14/18	421-4025-536.46-02	(2,000)	COVER POSTAGE AND FREIGHT REMAINDER OF FY18		4432
	421-4025-536.42-00	2,000			
08/31/18	421-4025-536.14-00	6,000	ADD TO OVERTIME FUNDS FOR REMAINDER OF FY18		4529
21	Budget Amendments/Transfers		Division 4025 Total	$1,487,617	
4055 - ENGINEERING					
11/03/17	421-4055-536.63-00	(49,440)	COVER DESIGN COSTS FOR SR 501 / CLRLKE - WS18UR		362
	421-4055-536.63-00	49,440			
12/12/17	421-4055-536.68-10	197,624	FY17 TO FY18 CONTINUATION OF WORK		889
	421-4055-536.63-00	319,360			
12/18/17	421-4055-536.63-00	(22,230)	FY17 TO FY18 CONTINUATION OF TWO WS PROJECTS		907
	421-4055-536.63-00	10,045			
	421-4055-536.63-00	12,185			
01/16/18	421-4055-536.68-10	(4,176)	PURCHSE TWO WORKSTATIONS FOR UTILITIES POSITIONS		1266
	421-4055-536.64-15	4,176			
05/08/18	421-4055-536.63-00	(819,760)	COVER SUB-AQUAEOUS PIPE CROSSING PINEDA CROSSWAY		2963
	421-4055-536.63-00	819,760			
05/14/18	421-4055-536.63-00	(34,307)	INVESTIGATE CONDUIT OF SR524 TO DYAL ALONG SR520		2960
	421-4055-536.31-00	34,307			
06/26/18	421-4055-536.63-00	(201,750)	REPLACE BROKEN 24" MAIN SR-3 AND RICHLAND AVENUE		3643
07/26/18	421-4055-536.52-00	(1)	ACCOUNT IS NEGATIVE DUE TO ROUNDING ERROR		3981
	421-4055-536.45-00	1			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/14/18	421-4055-536.12-00	(3,394)	COVER ACCRUAL PAYOUTS SHOE ALLOW, EMRGNCY ACCT		4432
	421-4055-536.12-12	3,394			
	421-4055-536.63-00	(412,175)	COVER COSTS INCURRED OVER BRANDES DESIGN DEFAULT		4339
08/20/18	421-4055-536.63-00	(10,000)	COVER COSTS WITH TASK ORD 2018-01 - AUTO FILTER BAC		4335
	421-4055-536.63-00	10,000			
08/28/18	421-4055-536.63-00	(505,404)	FUND EMERGENCY REPAIRS TO GROUND FILTER #5 AT DYAL		4583
12	Budget Amendments/Transfers			Division 4055 Total ($602,345)	
4120 - WATER RECLAMATION					
11/14/17	421-4120-536.44-00	(2,100)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
12/12/17	421-4120-536.63-00	84,315	FY17 TO FY18 CONTINUATION OF WORK		889
	421-4120-536.46-00	(10,000)	MOVE FNDS TO OPERATING FOR SFTWARE LICNSE RENEW		891
	421-4120-536.52-00	10,000			
12/27/17	421-4120-536.34-00	(11,000)	BDGT TXFR MOW EQ SELLERS MOVE CONTRACT TO INHOUSE		1005
	421-4120-536.52-00	(883)			
	421-4120-536.64-00	11,883			
02/27/18	421-4120-536.31-00	(65,000)	BAR SCREENING SYSTEM REPAIRS WASTEWATER		1951
	421-4120-536.46-02	(9,105)			
	421-4120-536.31-00	6,670			
	421-4120-536.46-00	67,435			
03/16/18	421-4120-536.46-02	(5,000)	COVER WASTEWATER FACILITY PERMIT APPLICATION RENEWA		2123
	421-4120-536.31-00	5,000			
04/05/18	421-4120-536.46-00	(11,875)	BUDGET TXFR SELLERS AC		2390
	421-4120-536.64-00	11,875			
07/03/18	421-4120-536.46-00	(425)	AERZEN BLOWER MAINTENANCE FIX A/C AT DYAL		3647
	421-4120-536.34-00	425			
08/14/18	421-4120-536.63-00	412,175	COVER COSTS INCURRED OVER BRANDES DESIGN DEFAULT		4339
08/15/18	421-4120-536.46-00	(1)	CORRECT A NEGATIVE BAL IN WATER RECLAM INS ACCT		4273
	421-4120-536.45-00	1			
	421-4120-536.46-00	(1,220)	CORRECT NEG BALANCE AND COVER EXPENSES FOR FY18		4273
	421-4120-536.42-00	1,220			
11	Budget Amendments/Transfers			Division 4120 Total $494,390	
4125 - SEWER FIELD OPERATIONS					
11/03/17	421-4125-536.34-00	(11,200)	PURCHASE MOWER & TRAILER FOR LIFT STATION MAINT		364
	421-4125-536.64-00	11,200			
11/14/17	421-4125-536.44-00	(550)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4125-536.52-00	(125)			
12/12/17	421-4125-536.63-00	55,518	FY17 TO FY18 CONTINUATION OF WORK		889

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/26/18	421-4125-536.46-00	(34,796)	FUND WS1409 FOR LIFT STATION REHAB BY DANUS		2233
	421-4125-536.46-00	34,796			
04/16/18	421-4125-536.55-00	(300)	COVER CDL RENEWALS FOR SFO EMPLOYEES		2573
	421-4125-536.49-00	300			
05/07/18	421-4125-536.46-00	(500)	COVER WFO FIELD OPS MNGR TRAVEL TO FWRC CONFERENCE		2836
	421-4125-536.40-00	500			
05/29/18	421-4125-536.46-00	(100,000)	ASSOCIATE BUDGET WITH PROJECT WS19MH		3178
	421-4125-536.46-00	100,000			
07/03/18	421-4125-536.53-00	(2,200)	TWO NEW LAPTOPS FOR UTIL MECH II'S IN SFO		3647
	421-4125-536.64-15	2,200			
07/12/18	421-4125-536.12-00	(7,000)	INCREASE OVERTIME FUND FOR REMAINDER FY18		3764
	421-4125-536.14-00	7,000			
07/31/18	421-4125-536.46-00	(15,460)	COVER UNEXPECTED EQUIPMNT EXPENDITURES FOR FY18		4042
	421-4125-536.52-30	6,200			
	421-4125-536.52-00	9,260			
08/22/18	421-4125-536.46-00	(522)	COVER VERIZON CELL BILL FOR REMAINDER OF FY18		4382
	421-4125-536.41-00	522			
08/31/18	421-4125-536.12-00	(6,000)	ADD TO OVERTIME FUNDS FOR REMAINDER OF FY18		4529
12	Budget Amendments/Transfers			Division 4125 Total $48,843	
	98 Total Budget Amendments/Transfers		**WATER/SEWER ENTERPRISE**	**$1,459,078**	
3570 - STORMWATER UTILITY					
10/27/17	423-3570-538.63-00	327,407	BUDGET ADJ RES#2017-114		270
11/14/17	423-3570-538.44-00	(910)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	423-3570-581.91-01	910			
12/18/17	423-3570-538.31-00	(80,000)	PROJECT # NOT BUDGETED IN FY18 BUDGET		870
	423-3570-538.31-00	80,000			
02/07/18	423-3570-538.12-00	(32)	COVER SICK AND VACATION ACCRUAL PAYOUTS		1619
	423-3570-538.12-12	32			
02/13/18	423-3570-538.46-00	(5,500)	TXFR FOR LRGE TRACH HOE RENTAL FOR SR524 JOB		1686
	423-3570-538.44-00	5,500			
03/22/18	423-3570-538.63-00	(13,338)	ADD STORMWATER INFRST ACCT LINE TO FACT ST DRAI		2190
	423-3570-538.63-00	13,338			
03/23/18	423-3570-538.63-00	(27,641)	MOVE FNDS FROM STONE ST TO STORMWATER STUDY		2220
	423-3570-538.31-00	27,641			
04/12/18	423-3570-538.63-00	(5,000)	COVER CHURCH ST BAFFLE BX AND PROVOST PARKING LOT		2545
	423-3570-538.31-00	5,000			
05/07/18	423-3570-538.63-00	(29,680)	TXFR TO FUND SOD AROUND STORMWATER POND US1		2835

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/07/18	423-3570-538.63-00	29,680	TXFR TO FUND SOD AROUND STORMWATER POND US1		2835
05/08/18	423-3570-538.63-00	(12,615)	COVER SHORTAGE IN CURED IN PLACE PIPE LINING PROJ		2964
	423-3570-538.63-00	12,615			
	423-3570-538.63-00	(128,895)	PURCHASE NEW GRAPPLE TRCK AND REFURBISH EXISTING TR		2966
	423-3570-538.46-03	15,000			
	423-3570-538.64-00	113,895			
05/15/18	423-3570-538.63-00	(128,895)	CORRECT ACCOUNT TXFRS FROM PREVIOUS BAFS		2990
	423-3570-538.46-03	(15,000)			
	423-3570-538.64-00	15,000			
	423-3570-538.63-00	128,895			
07/05/18	423-3570-538.31-00	(5,000)	MOVE PERMIT AND ENGINEER TO CAPITAL EXPENSE LINE		3677
	423-3570-538.63-00	5,000			
08/14/18	423-3570-538.12-00	(1,057)	COVER ACCRUAL PAYOUTS FOR STORMWATER EMPLOYEE		4432
	423-3570-538.12-12	1,057			
08/24/18	423-3570-538.46-00	(10,500)	COVER REPAIR OF TYMCO SWEEPER AND COVER FY18		4431
	423-3570-538.52-00	3,000			
	423-3570-538.46-03	7,500			
15	Budget Amendments/Transfers		Division 3570 Total	$327,407	
	15 Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$327,407**	
1801 - HUMAN RESOURCES					
04/24/18	520-1801-513.24-00	643,439	FULL SETTLEMENT AMOUNT AND WC MEDICARE SET ASIDE		2708
	520-1801-513.24-00	680,000			
1	Budget Amendments/Transfers		Division 1801 Total	$1,323,439	
	1 Total Budget Amendments/Transfers		**SELF INSURANCE CLAIM FUND**	**$1,323,439**	

321 Transfers & Amendments between 10/1/2017 and 8/31/2018

FY 2017 TOTAL TRANSFERS & AMENDMENTS **4,194,096**

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 2018 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 8/31/2018

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/10/17	001-0000-366.10-09	1,299	ACCEPT REV AND EXPNSE OF FLYABLE DRONE DONATN		102
	001-0000-389.99-50	27,518	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
11/14/17	001-0000-381.91-23	910	MOVE COST OF RICOH COPIER LEASE TO IT DIVISION		511
	001-0000-381.91-21	12,721			
02/27/18	001-0000-389.99-50	31,800	COCOA VILLAGE PARKING ASSESSMENT FUNDING		1952
03/27/18	001-0000-338.10-01	16,353	PROVIDE BUDGET FOR LUCAS CHEST COMPRESSION GRANT		2284
	001-0000-389.99-50	167,505	PURCHASE OF NEW PHONE SYSTEM FOR CITY		2292
05/08/18	001-0000-389.99-50	121,000	REFURBISH FIRE ENGINE 30 TO EXTEND USEFUL LIFE		2965
07/24/18	001-0000-366.10-10	10,000	ACCEPT DONATION OF PD DOG WORTH 10K FROM COMM FRST		4046
07/27/18	001-0000-389.99-50	57,000	BUDGET ADMIN STREET LIGHT REPLACE DAMAGED DESTROY'D		4012
08/14/18	001-0000-381.91-30	100,000	ADD FUNDS FOR FORKLIFT & CLAW TRUCK FOR STORMWATER		4538
	001-0000-389.99-50	132,547	ADDTNL BUDGT IN EMERGNCY ACCTS TO COVER HUR IRMA		4430
	001-0000-389.99-50	375,000	MOVE MONEY INTO CAPT INFR FOR SHORELINE STABILIZATI		4340
12 Budget Amendments/Transfers			Division 0000 Total	$1,053,653	
12 Total Budget Amendments/Transfers			**GENERAL FUND**	**$1,053,653**	
07/20/18	105-0000-331.54-02	(80,819)	BUDGET FOR FY18 WAS PUT INTO WRONG ACCOUNT LINE		3923
	105-0000-334.90-00	80,819			
1 Budget Amendments/Transfers			Division 0000 Total	$0	
1 Total Budget Amendments/Transfers			**SHIP/COCOA HOUSING TRUST**	**$0**	
05/08/18	141-0000-369.96-00	9,666	ACCEPT REVENUE FROM INSUR AND PURCHASE A REPLACEMEN		2962
1 Budget Amendments/Transfers			Division 0000 Total	$9,666	
1 Total Budget Amendments/Transfers			**POLICE CONFISCATED FUND**	**$9,666**	
03/13/18	201-0000-389.99-50	5,853	TAX RATE INCREASE IN SERIES 2010 NOTE		2126
1 Budget Amendments/Transfers			Division 0000 Total	$5,853	
1 Total Budget Amendments/Transfers			**DEBT SERVICE FUND**	**$5,853**	
11/14/17	301-0000-389.99-50	15,000	COSTS FOR HEART OF COCOA MEETING ROOM		510
1 Budget Amendments/Transfers			Division 0000 Total	$15,000	
1 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$15,000**	
10/10/17	421-0000-389.99-50	201,490	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/12/17	421-0000-389.99-50	1,123,472	FY17 TO FY18 CONTINUATION OF WORK		889
01/09/18	421-0000-389.99-11	113,212	ALLOW CONT. OF WORK ON GROUNDWATER FILTER #6		1267
06/26/18	421-0000-369.96-00	20,904	VEHICLE PROCEEDS FROM TOTAL LOSS - INSURANCE		3645
4 Budget Amendments/Transfers			Division 0000 Total	$1,459,078	
4 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$1,459,078**	
10/27/17	423-0000-389.99-50	327,407	BUDGET ADJ RES#2017-114		270
1 Budget Amendments/Transfers			Division 0000 Total	$327,407	
1 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$327,407**	
04/24/18	520-0000-369.90-06	643,439	FULL SETTLEMENT AMOUNT AND WC MEDICARE SET ASIDE		2708
	520-0000-369.90-06	680,000			
1 Budget Amendments/Transfers			Division 0000 Total	$1,323,439	
1 Total Budget Amendments/Transfers			**SELF INSURANCE CLAIM FUND**	**$1,323,439**	

22 Transfers & Amendments between 10/1/2017 and 8/31/2018

FY 2017 TOTAL TRANSFERS & AMENDMENTS **4,194,096**

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 Worksheets\FY 2018 - Budget Tracking Worksheets\FY 2018 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 9/11/2018

Legislation Details (With Text)

File #:	18-448	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/11/2018			**In control:**	City Council
On agenda:	9/25/2018			**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 Classification Report August 2018~.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2018
Agenda Date: September 25, 2018
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 2018 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund. This August 2018 report is unaudited and preliminary.

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 2018 Budget by Classification Report - Summary Listing

Through 8/31/18

Target for August is 92%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 7,664,982		$ 7,421,543	$ 243,439	97%
OTHER PERMITS AND FEES	$ 3,103,557		$ 3,134,552	$ (30,995)	101%
INTERGOVERNMENTAL	$ 2,049,215		$ 2,021,485	$ 27,730	99%
CHARGES FOR SERVICES	$ 11,336,920		$ 10,206,765	$ 1,130,155	90%
FINES AND FORFEITURES	$ 26,000		$ 27,298	$ (1,298)	105%
MISCELLANEOUS	$ 815,052		$ 930,558	$ (115,506)	114%
OTHER SOURCES (NON-REVENUE)	$ 13,112,045		$ 6,708,112	$ 6,403,933	51%
REVENUE TOTALS	**$ 38,107,771**		**$ 30,450,312**	**$ 7,657,459**	**80%**
EXPENSE					
SALARIES AND BENEFITS	$ 22,376,645	$ 804	$ 18,572,804	$ 3,803,037	83%
OPERATING EXPENDITURES	$ 9,705,708	$ 950,455	$ 7,140,517	$ 1,614,736	83%
CAPITAL OUTLAY	$ 4,168,153	$ 1,140,401	$ 1,016,836	$ 2,010,916	52%
GRANTS, AIDS AND OTHER	$ 1,857,265	$ -	$ 842,066	$ 1,015,199	45%
EXPENSE TOTALS	**$ 38,107,771**	**$ 2,091,660**	**$ 27,572,223**	**$ 8,443,888**	78%
REVENUE TOTALS	**$ 38,107,771**	**$ -**	**$ 30,450,312**	**$ 7,657,459**	**80%**
EXPENSE TOTALS	**$ 38,107,771**	**$ 2,091,660**	**$ 27,572,223**	**$ 8,443,888**	**78%**
	$ -	**$ (2,091,660)**	**$ 2,878,089**	**$ (786,429)**	

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	420,550	.00		4,626,050	4,946,704.16	107	5,046,608	99,903.84
20 00	DELINQUENT TAXES	1,250	2,517.44	201	13,750	2,669.28	19	15,000	12,330.72
25 00	PENALTIES RE: TAXES	416	544.14	131	4,576	16,466.37	360	5,000	11,466.37-
30 00	TAX CERTIFICATES	16,666	.00		183,326	202,261.20	110	200,000	2,261.20-
311 **	AD VALOREM	438,882	3,061.58	1	4,827,702	5,168,101.01	107	5,266,608	98,506.99
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	33,333	34,192.60	103	366,663	431,467.80	118	400,000	31,467.80-
312 **	SALES USE AND FUEL TAXES	33,333	34,192.60	103	366,663	431,467.80	118	400,000	31,467.80-
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	88,209	116,939.04	133	970,299	978,837.01	101	1,058,517	79,679.99
30 00	WATER-COCOA	27,888	27,030.82	97	306,768	276,557.29	90	334,667	58,109.71
40 00	GAS	1,500	1,702.51	114	16,500	20,190.31	122	18,000	2,190.31-
80 00	PROPANE	1,123	3,387.21	302	12,353	20,450.42	166	13,484	6,966.42-
314 **	UTILITY SERVICE TAX	118,720	149,059.58	126	1,305,920	1,296,035.03	99	1,424,668	128,632.97
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	33,642	36,563.22	109	370,062	310,128.90	84	403,706	93,577.10
315 **	COMMUNICATION SERVICE TAX	33,642	36,563.22	109	370,062	310,128.90	84	403,706	93,577.10
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	14,166	50,379.74	356	155,826	215,810.72	139	170,000	45,810.72-
316 **	LOCAL BUSINESS TAX	14,166	50,379.74	356	155,826	215,810.72	139	170,000	45,810.72-
310 ***	TAXES	638,743	273,256.72	43	7,026,173	7,421,543.46	106	7,664,982	243,438.54
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	25,000	24,496.98	98	275,000	173,118.22	63	300,000	126,881.78
10 00	TRAINING SURCHARGE	66	.00		726	623.08	86	800	176.92
322 **	BUILDING PERMITS	25,066	24,496.98	98	275,726	173,741.30	63	300,800	127,058.70
323	FRANCHISE FEES								
10 00	ELECTRICITY	66,666	73,612.49	110	733,326	548,280.84	75	800,000	251,719.16
40 00	GAS	1,208	2,005.01	166	13,288	22,942.41	173	14,500	8,442.41-
70 00	SOLID WASTE	15,014	15,404.78	103	165,154	168,564.93	102	180,170	11,605.07
323 **	FRANCHISE FEES	82,888	91,022.28	110	911,768	739,788.18	81	994,670	254,881.82
325	SPECIAL ASSESSMENT								
12 01	FIRE PROTECTION	135,840	.00		1,494,240	2,031,551.48	136	1,630,087	401,464.48-

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	166	4,706.31	2835	1,826	5,574.86	305	2,000	3,574.86-
12 03	PENALTIES	83	555.06	669	913	4,547.91	498	1,000	3,547.91-
12 04	TAX CERTIFICATES	12,500	.00		137,500	169,018.03	123	150,000	19,018.03-
12 *	SERVICE	148,589	5,261.37	4	1,634,479	2,210,692.28	135	1,783,087	427,605.28-
325 **	SPECIAL ASSESSMENT	148,589	5,261.37	4	1,634,479	2,210,692.28	135	1,783,087	427,605.28-
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
25 00	PLANNING AND ZONING	2,083	2,235.00	107	22,913	5,820.00	25	25,000	19,180.00
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
35 00	FIRE INSPECTIONS	0	740.00		0	4,510.00		0	4,510.00-
329 **	OTHER PERMITS & FEES	2,083	2,975.00	143	22,913	10,330.00	45	25,000	14,670.00
320 ***	OTHER PERMITS & FEES	258,626	123,755.63	48	2,844,886	3,134,551.76	110	3,103,557	30,994.76-
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	12,991	.00		142,901	38,268.73	27	155,894	117,625.27
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	12,991	.00		142,901	38,268.73	27	155,894	117,625.27
20 01	RES OFFCR - CTY CONTRACT	2,200	.00		24,200	33,000.00	136	26,400	6,600.00-
20 05	DEPT OF JUSTICE GRANTS	1,955	.00		21,505	.00		23,464	23,464.00
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	1,276	2,910.76	228	14,036	9,495.90	68	15,322	5,826.10
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	8,505	6,021.98	71	93,555	27,867.13	30	102,065	74,197.87
20 16	INTERNET CRIMES GRANT	0	.00		0	.00		0	.00
20 17	BODY WORN CAMERA GRANT	0	.00		0	.00		0	.00
20 *	PUBLIC SAFETY	13,936	8,932.74	64	153,296	70,363.03	46	167,251	96,887.97
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	37,507.27		0	37,507.27-
50 02	EDA-2018-DISASTER-11.307	0	.00		0	.00		0	.00
50 *	ECONOMIC ENVIRONMENT	0	.00		0	37,507.27		0	37,507.27-

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
70 01	NPS CIVIL RIGHTS GRANT	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	26,927	8,932.74	33	296,197	146,139.03	49	323,145	177,005.97
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	3,333	.00		36,663	45,371.28	124	40,000	5,371.28-
333 **	PAYMENT IN LIEU OF TAXES	3,333	.00		36,663	45,371.28	124	40,000	5,371.28-
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	6,251.21		0	6,251.21-
50 02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50 03	RESIDENTIAL RETROFIT	0	.00		0	.00		0	.00
50 *	ECONOMIC ENVIRONMENT	0	.00		0	6,251.21		0	6,251.21-
61 10	BREVARD COUNTY EMS GRANT	0	.00		0	16,352.35		0	16,352.35-
90 30	HISTORIC PRESERVATION GRT	0	.00		0	230,256.00		0	230,256.00-
334 **	STATE GRANT	0	.00		0	252,859.56		0	252,859.56-
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	39,000	66,242.75	170	429,000	451,816.29	105	468,000	16,183.71
12 20	8TH CNT MUNICIPAL GAS TAX	12,204	20,053.30	164	134,244	139,975.38	104	146,458	6,482.62
12 *	STATE REVENUE SHARING	51,204	86,296.05	169	563,244	591,791.67	105	614,458	22,666.33
14 00	MOBILE HOME LICENSES	1,666	456.00	27	18,326	26,883.40	147	20,000	6,883.40-
15 00	ALCOHOLIC BEVERAGE	1,809	4,502.85	249	19,899	23,592.76	119	21,717	1,875.76-
18 00	LOCAL GOVERNMENT 1/2 CENT	82,500	98,304.95	119	907,500	893,884.81	99	990,000	96,115.19
21 00	FIREFIGHTER SUPPLEMENTAL	0	4,710.00		0	13,490.00		0	13,490.00-
29 00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41 00	FUEL TAX REFUNDS	1,961	.00		21,571	27,472.37	127	23,542	3,930.37-
335 **	STATE SHARED REVENUES	139,140	194,269.85	140	1,530,540	1,577,115.01	103	1,669,717	92,601.99
337	GRANTS FROM LOCAL UNITS								
20 01	911 SURCHARGE FUNDS	0	.00		0	.00		0	.00
40 00	TRANSPORTATION	0	.00		0	.00		0	.00
40 01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40 *	TRANSPORTATION	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 01	EMS 1ST RESPONDER	2,336	.00		14,016	.00		16,353	16,353.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
338	SHARED REVENUE LOCAL UNIT								
338 **	SHARED REVENUE LOCAL UNIT	2,336	.00		14,016	.00		16,353	16,353.00
330 ***	INTERGOVERNMENTAL REVENUE	171,736	203,202.59	118	1,877,416	2,021,484.88	108	2,049,215	27,730.12
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
10 00	RECORDING FEES	0	.00		0	.00		0	.00
15 00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21 00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23 00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30 00	ADMINISTRATIVE FEES	461,301	461,302.00	100	5,074,311	5,074,322.00	100	5,535,621	461,299.00
31 00	ADMIN FEES STORMWATER	7,632	7,633.00	100	83,952	83,963.00	100	91,595	7,632.00
40 00	CERTIFY/COPY/SEARCH	8,333	10,606.95	127	91,663	95,330.62	104	100,000	4,669.38
90 12	PASSPORT EXECUTION FEES	750	595.00	79	8,250	4,100.00	50	9,000	4,900.00
341 **	GENERAL GOVERNMENT	478,016	480,136.95	100	5,258,176	5,257,715.62	100	5,736,216	478,500.38
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	0	.00		0	.00		0	.00
90 00	OTHER PUBLIC SAFETY	0	450.00		0	2,850.00		0	2,850.00-
90 01	FALSE ALARM FEES	925	1,180.00	128	10,175	11,830.00	116	11,100	730.00-
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	925	1,630.00	176	10,175	14,680.00	144	11,100	3,580.00-
342 **	PUBLIC SAFETY	925	1,630.00	176	10,175	14,680.00	144	11,100	3,580.00-
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	34,201	37,967.84	111	376,211	374,375.96	100	410,422	36,046.04
37 11	ROCKLEDGE	21,605	22,924.07	106	237,655	227,700.21	96	259,269	31,568.79
37 12	SUN LAKE	285	300.84	106	3,135	3,010.58	96	3,420	409.42
37 13	CLNY PK-M.I.UTIL CO.	153	156.96	103	1,683	1,545.62	92	1,844	298.38
37 16	COCOA BEACH	8,922	8,978.20	101	98,142	89,749.29	91	107,066	17,316.71
37 17	CAPE CANAVERAL	7,365	7,400.30	101	81,015	73,790.88	91	88,382	14,591.12
37 18	TITUSVILLE	321	332.45	104	3,531	3,353.85	95	3,854	500.15
37 *	WATER BILLING SERVICES	72,852	78,060.66	107	801,372	773,526.39	97	874,257	100,730.61
39 01	SERVICE CHARGES	34,666	15,686.00	45	381,326	295,642.52	78	416,000	120,357.48
39 03	ADMIN CHARGES	33,333	32,670.00	98	366,663	344,880.00	94	400,000	55,120.00
39 04	PENALTIES	72,916	65,892.96	90	802,076	780,726.57	97	875,000	94,273.43
39 05	NSF CHECKS	2,960	3,027.58	102	32,560	29,438.09	90	35,525	6,086.91
39 *	WATER OTHER INCOME	143,875	117,276.54	82	1,582,625	1,450,687.18	92	1,726,525	275,837.82

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								
41 10	GARBAGE REVENUES	181,575	173,577.27	96	1,997,325	1,903,663.30	95	2,178,903	275,239.70
41 20	RECYCLING REVENUE	18,065	18,692.55	104	198,715	199,054.95	100	216,789	17,734.05
41 30	GREEN WASTE	15,449	15,941.42	103	169,939	169,265.03	100	185,394	16,128.97
41 *	GARBAGE COLLECTION	215,089	208,211.24	97	2,365,979	2,271,983.28	96	2,581,086	309,102.72
45 10	BILLING FEE - WEST WASTE	8,058	8,249.92	102	88,638	82,379.72	93	96,697	14,317.28
45 20	SALE - RECYCLING MATERIAL	125	536.76	429	1,375	3,140.32	228	1,500	1,640.32-
45 *	GARBAGE - OTHER REVENUE	8,183	8,786.68	107	90,013	85,520.04	95	98,197	12,676.96
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,361	.00		47,971	39,252.00	82	52,336	13,084.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	7,608	.00		83,688	191,355.47	229	91,303	100,052.47-
90 *	OTHER PHYSICAL ENVIRON	11,969	.00		131,659	230,607.47	175	143,639	86,968.47-
343 **	PHYSICAL ENVIRONMENT	451,968	412,335.12	91	4,971,648	4,812,324.36	97	5,423,704	611,379.64
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	4,583	2,667.16	58	50,413	41,068.85	82	55,000	13,931.15
39 11	TENANT MAINTENANCE FEES	116	116.56	101	1,276	1,782.72	140	1,400	382.72-
39 20	COCOA CIVIC CENTER	4,583	1,492.48	33	50,413	40,247.10	80	55,000	14,752.90
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,416	269.91	19	15,576	16,163.11	104	17,000	836.89
39 *	OTHER CULTURAL SERVICES	10,698	4,546.11	43	117,678	99,261.78	84	128,400	29,138.22
40 01	COCOA VILLAGE 10% GROSS	2,083	.00		22,913	1,711.06	8	25,000	23,288.94
40 05	PERMIT FEES	208	1,650.00	793	2,288	3,025.00	132	2,500	525.00-
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	2,291	1,650.00	72	25,201	4,736.06	19	27,500	22,763.94
50 10	EVENT FEES	500	.00		5,500	13,046.73	237	6,000	7,046.73-
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	333	.00		3,663	5,000.00	137	4,000	1,000.00-
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	833	.00		9,163	18,046.73	197	10,000	8,046.73-

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
347		CULTURE/RECREATION								
347	**	CULTURE/RECREATION	13,822	6,196.11	45	152,042	122,044.57	80	165,900	43,855.43
349		OTHER CHARGES FOR SERVICE								
01	00	CREDIT CARD FEES	0	.00		0	.00		0	.00
349	**	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	944,731	900,298.18	95	10,392,041	10,206,764.55	98	11,336,920	1,130,155.45
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
10	00	COUNTY COURT CRIMINAL	0	.00		0	.00		0	.00
50	00	800 MHZ FINES	0	.00		0	.00		0	.00
90	00	OTHER	2,166	2,602.03	120	23,826	27,298.01	115	26,000	1,298.01-
351	**	JUDGMENTS AND FINES	2,166	2,602.03	120	23,826	27,298.01	115	26,000	1,298.01-
354		LOCAL ORDINANCE VIOLATION								
00	00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354	**	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355		FEDERAL								
00	00	FEDERAL	0	.00		0	.00		0	.00
355	**	FEDERAL	0	.00		0	.00		0	.00
356		STATE								
00	00	STATE	0	.00		0	.00		0	.00
356	**	STATE	0	.00		0	.00		0	.00
350	***	FINES AND FORFEITURES	2,166	2,602.03	120	23,826	27,298.01	115	26,000	1,298.01-
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	1,250	8,039.51	643	13,750	100,201.19	729	15,000	85,201.19-
20	00	DIVIDENDS	0	918.29		0	8,112.54		0	8,112.54-
38	00	NET INC/DEC-FMV INVESTMNT	0	9,530.89		0	84,714.16-		0	84,714.16
40	00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	1,250	18,488.69	1479	13,750	23,599.57	172	15,000	8,599.57-
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	10,165	3,583.33	35	111,815	93,381.44	84	121,990	28,608.56
362	**	RENT AND ROYALTIES	10,165	3,583.33	35	111,815	93,381.44	84	121,990	28,608.56

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
362	RENT AND ROYALTIES								
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	19,548.76		0	19,548.76-
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
20 00	INTERFUND LOANS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	19,548.76		0	19,548.76-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	11,666	6,250.00	54	128,326	140,300.00	109	140,000	300.00-
10 09	POLICE/FIRE DEPTS	108	.00		1,188	.00		1,299	1,299.00
10 10	CONTRIBS FOR K-9	3,333	.00		6,666	10,000.00	150	10,000	.00
10 12	V-COP REVENUES	0	.00		0	.00		0	.00
10 13	VISIT FLORIDA GRANT	0	.00		0	.00		0	.00
10 20	TOY DRIVE	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	3,441	.00		7,854	10,000.00	127	11,299	1,299.00
366 **	CONTRIBUTIONS & DONATIONS	15,107	6,250.00	41	136,180	150,300.00	110	151,299	999.00
367	LICENSES								
00 00	LICENSES	0	.00		0	.00		0	.00
367 **	LICENSES	0	.00		0	.00		0	.00
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	12,210	171,607.84	1406	134,310	171,607.84	128	146,530	25,077.84-
22 00	FIRE STATE CONTRIBUTION	9,602	109,865.33	1144	105,622	109,865.33	104	115,233	5,367.67
368 **	PENSION CONTRIBUTIONS	21,812	281,473.17	1291	239,932	281,473.17	117	261,763	19,710.17-
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	6,666	241.70-	4	73,326	103,286.97	141	80,000	23,286.97-
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	2,500	3,040.00	122	27,500	34,139.80	124	30,000	4,139.80-
90 03	CODE ENF ABATE/DEMO REV	4,166	11,196.35	269	45,826	95,214.20	208	50,000	45,214.20-
90 04	MISC. POLICE REVENUES	0	147.75		0	5,705.00		0	5,705.00-
90 05	INVESTIGATIVE COSTS REIM	5,000	5,158.02	103	55,000	43,900.92	80	60,000	16,099.08
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	1,250	450.00	36	13,750	6,385.00	46	15,000	8,615.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
90 09	PROPERTY REGISTRATION	2,500	.00		27,500	9,300.00	34	30,000	20,700.00
90 10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90 11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	22,082	19,750.42	89	242,902	297,931.89	123	265,000	32,931.89-
96 00	INSURANCE REFUND/PROCEEDS	0	5,442.25		0	64,323.00		0	64,323.00-
369 **	OTHER MISC REVENUES	22,082	25,192.67	114	242,902	362,254.89	149	265,000	97,254.89-
360 ***	MISCELLANEOUS REVENUES	70,416	334,987.86	476	744,579	930,557.83	125	815,052	115,505.83-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM REDEVELOP (110)	4,567	.00		50,237	54,805.89	109	54,807	1.11
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	1,156	.00		11,560	.00		12,721	12,721.00
91 23	STORMWATER (423)	806	.00		8,783	.00		9,595	9,595.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	50,000	.00		50,000	.00		100,000	100,000.00
91 41	TRF FROM CONFISCATED(141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	56,529	.00		120,580	54,805.89	46	177,123	122,317.11
381 **	INTERFUND TRANSFER	56,529	.00		120,580	54,805.89	46	177,123	122,317.11
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	513,151	513,152.00	100	5,644,661	5,644,672.00	100	6,157,822	513,150.00
40 01	6% CONTRIBUTION	91,694	91,694.00	100	1,008,634	1,008,634.00	100	1,100,328	91,694.00
40 *	CONTRIBUTIONS WATER REV.	604,845	604,846.00	100	6,653,295	6,653,306.00	100	7,258,150	604,844.00
382 **	CONTRIBUTIONS ENTERPRISE	604,845	604,846.00	100	6,653,295	6,653,306.00	100	7,258,150	604,844.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
384	DEBT PROCEEDS								
385	PROCEEDS REFUNDING BONDS								
00 00	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
385 **	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	14,871	.00		163,581	.00		178,453	178,453.00
90 20	PREMIUM ON DEBT ISSUE	0	.00		0	.00		0	.00
90 *	NON OPERATING SOURCES	14,871	.00		163,581	.00		178,453	178,453.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	709,333	.00		4,788,978	.00		5,498,319	5,498,319.00
99 *	BALANCE FORWARD	709,333	.00		4,788,978	.00		5,498,319	5,498,319.00
389 **	NON OPERATING SOURCES	724,204	.00		4,952,559	.00		5,676,772	5,676,772.00
380 ***	OTHER SOURCES(NON-REV)	1,385,578	604,846.00	44	11,726,434	6,708,111.89	57	13,112,045	6,403,933.11
FUND TOTAL	GENERAL FUND	3,471,996	2,442,949.01	70	34,635,355	30,450,312.38	88	38,107,771	7,657,458.62

REPORT SELECTIONS

Fiscal year . . . . . : 2018
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

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	2618	2550.00	97	28798	28050.00	97	.00	31424	3374.00	89
11 **	EXECUTIVE SALARIES	2618	2550.00	97	28798	28050.00	97	.00	31424	3374.00	89
12-00	REGULAR SALARIES & WAGES	889862	1004288.41	113	10558729	9486515.98	90	.00	11448728	1962212.02	83
12-06	SALARIES/CONTRACTUAL	1713	7852.50	458	18843	17187.50	91	.00	20559	3371.50	84
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL.BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	53555	3783.87	7	119985	171596.05	143	.00	173543	1946.95	99
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	945130	1015924.78	108	10697557	9675299.53	90	.00	11642830	1967530.47	83
13-00	OTHER SALARIES & WAGES	96143	72684.31	76	996948	811930.24	81	.00	1093134	281203.76	74
13 **	OTHER SALARIES & WAGES	96143	72684.31	76	996948	811930.24	81	.00	1093134	281203.76	74
14-00	OVERTIME	62131	42370.96	68	355593	365249.00	103	.00	417812	52563.00	87
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	62131	42370.96	68	355593	365249.00	103	.00	417812	52563.00	87
15-00	SPECIAL PAY	33030	29621.09	90	368690	304503.53	83	.00	401737	97233.47	76
15 **	SPECIAL PAY	33030	29621.09	90	368690	304503.53	83	.00	401737	97233.47	76
20-00	STATE GOVT	1800	55.00	3	18644	16745.00	90	.00	20465	3720.00	82
20 **	STATE GOVT	1800	55.00	3	18644	16745.00	90	.00	20465	3720.00	82
21-00	FICA TAXES	83841	86770.93	104	920509	829485.88	90	.00	1004455	174969.12	83
21 **	FICA TAXES	83841	86770.93	104	920509	829485.88	90	.00	1004455	174969.12	83
22-00	RETIREMENT CONTRIBUTIONS	78853	61217.91	78	866501	778741.88	90	.00	945476	166734.12	82
22-01	LICENSED POLICE/FIRE	187924	188338.61	100	2067164	1880144.70	91	.00	2255112	374967.30	83
22-02	STATE CONTRIBUTIONS	19673	281473.17	1431	242063	281473.17	116	.00	261763	19710.17-	108
22-03	ICMA - CITY MANAGER	1080	1208.87	112	11880	11393.78	96	.00	12960	1566.22	88

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 **	RETIREMENT CONTRIBUTIONS	287530	532238.56	185	3187608	2951753.53	93	.00	3475311	523557.47	85
23-00	LIFE/HEALTH INSURANCE	292458	248948.70	85	3070784	2860107.28	93	804.00	3363369	502457.72	85
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	292458	248948.70	85	3070784	2860107.28	93	804.00	3363369	502457.72	85
24-00	WORKER'S COMPENSATION	55465	50588.72	91	610063	526657.81	86	.00	665678	139020.19	79
24 **	WORKER'S COMPENSATION	55465	50588.72	91	610063	526657.81	86	.00	665678	139020.19	79
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	4576	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	4576	.00	0	.00	5000	5000.00	0
27-00	CAFETERIA PLAN	21350	18440.00	86	234080	203022.50	87	.00	255430	52407.50	80
27 **	CAFETERIA PLAN	21350	18440.00	86	234080	203022.50	87	.00	255430	52407.50	80
31-00	PROFESSIONAL SERVICES	66609	59950.43	90	376163	222694.00	59	124037.86	442792	96060.14	78
31-01	LEGAL FEES	46861	51877.62	111	440467	387886.58	88	99452.42	487339	.00	100
31-02	MEDICAL SERVICES	3162	756.46	24	37406	30033.77	80	7306.23	40580	3240.00	92
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1093	.00	0	12023	13125.00	109	.00	13125	.00	100
31-33	EMPLOYEE HEALTH CENTER	15433	.00	0	169763	108415.83	64	76791.17	185207	.00	100
31 **	PROFESSIONAL SERVICES	133158	112584.51	85	1035822	762155.18	74	307587.68	1169043	99300.14	92
32-00	ACCOUNTING & AUDITING	3625	.00	0	39875	43500.00	109	.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	39875	43500.00	109	.00	43500	.00	100
34-00	CONTRACT SERVICES	79324	57942.25	73	1063993	888984.93	84	142412.57	1143392	111994.50	90
34-03	CUSTOMER SERVICE CONTRACT	154431	152728.60	99	1698741	1528526.04	90	.00	1853174	324647.96	83
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	622-	.00	0	613	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	233133	210670.85	90	2763347	2417510.97	88	142412.57	2996566	436642.46	85

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
39-00	CONTINGENCY	16482-	.00	0	36111	.00	0	.00	19652	19652.00	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
39-11	SERIES 2010 GF BOND	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	34272-	.00	0	53897	.00	0	.00	19652	19652.00	0
40-00	TRAVEL & PER DIEM	5595	550.02-	10-	55748	25102.87	45	.00	61463	36360.13	41
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	5595	550.02-	10-	55748	25102.87	45	.00	61463	36360.13	41
41-00	COMMUNICATION	18067	11950.88	66	141692	109908.90	78	32434.87	159797	17453.23	89
41 **	COMMUNICATION	18067	11950.88	66	141692	109908.90	78	32434.87	159797	17453.23	89
42-00	POSTAGE & FREIGHT	36148	32417.14	90	396244	334717.00	85	57020.02	432491	40753.98	91
42 **	POSTAGE & FREIGHT	36148	32417.14	90	396244	334717.00	85	57020.02	432491	40753.98	91
43-00	ELECTRIC/WATER/SEWER	60760	52425.17	86	642329	536678.98	84	148207.84	703116	18229.18	97
43 **	ELECTRIC/WATER/SEWER	60760	52425.17	86	642329	536678.98	84	148207.84	703116	18229.18	97
44-00	RENTALS AND LEASES	7015	6606.60	94	161654	144999.12	90	1858.86	168725	21867.02	87
44 **	RENTALS AND LEASES	7015	6606.60	94	161654	144999.12	90	1858.86	168725	21867.02	87
45-00	INSURANCE	33622	.00	0	361913	384480.47	106	.00	395590	11109.53	97
45 **	INSURANCE	33622	.00	0	361913	384480.47	106	.00	395590	11109.53	97
46-00	REPAIRS & MAINTENANCE	101436	36405.90	36	667510	518452.14	78	82868.43	769002	167681.43	78
46-02	REPAIR/MAINT BUILDING	28184	32821.96	117	249744	208598.21	84	56468.43	277941	12874.36	95
46-03	REPAIR/MAINT-VEHICLES	19707	28924.63	147	217011	162238.98	75	775.00	236760	73746.02	69
46-05	HYDRANT FEES	16090	16114.14	100	176990	177255.54	100	.00	193080	15824.46	92
46-15	INSURED VEHICLE ACCIDENT	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
46 **	REPAIRS & MAINTENANCE	165417	114266.63	69	1311255	1066544.87	81	140111.86	1476783	270126.27	82
47-00	PRINTING & BINDING	1859	1918.60	103	20163	14652.26	73	631.90	22111	6826.84	69
47 **	PRINTING & BINDING	1859	1918.60	103	20163	14652.26	73	631.90	22111	6826.84	69
48-00	PROMOTIONAL ACTIVITIES	3776	935.64	25	41616	25957.40	62	7500.00	45429	11971.60	74
48-11	BUSINESS ASSIST. PROGRAM	2083	.00	0	22913	.00	0	.00	25000	25000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	5859	935.64	16	64529	25957.40	40	7500.00	70429	36971.60	48
49-00	OTHER CHARGES & OBLIG.	15072	905.45	6	189815	102728.41	54	8681.58	204950	93540.01	54
49-02	ADVERTISING	48	.00	0	505	167.61	33	.00	550	382.39	31
49-05	BROWNFIELDS REDEV PROG	9467	.00	0	111185	42360.79	38	30637.97	120651	47652.24	61
49-06	BROWNFIELD PROG CITY COST	4829	.00	0	48959	29457.91	60	9467.03	53801	14876.06	72
49-07	BAD DEBT EXPENSE	12499	4867.99-	39-	137489	58262.34-	42-	.00	150000	208262.34	39-
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	14750.51	0	0	14750.51	0	.00	0	14750.51-	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1875	8000.00	427	20625	18000.00	87	.00	22500	4500.00	80
49 **	OTHER CHARGES & OBLIG.	43790	18787.97	43	508578	149202.89	29	48786.58	552452	354462.53	36
52-00	OPERATING SUPPLIES	71066	40579.91	57	851010	740386.69	87	45749.95	922198	136061.36	85
52-02	UNIFORMS	1685	924.81	55	18535	17455.29	94	1869.31	20230	905.40	96
52-05	EMS 1st RESP-CONSUM SUPP	1310	4301.60	328	32449	26001.46	80	1082.84	33762	6677.70	80
52-07	JANITORIAL SUPPLIES	2130	2452.35	115	24249	21791.51	90	.00	26404	4612.49	83
52-10	HEATING FUEL	425	137.32	32	2146	2089.45	97	481.55	2571	.00	100
52-30	FUEL, OIL, & LUBRICANTS	18595	19998.14	108	203745	173679.32	85	.00	222382	48702.68	78
52-33	EMPLOYEE HEALTH CENTER	4889	.00	0	53779	51005.91	95	7672.09	58678	.00	100
52 **	OPERATING SUPPLIES	100100	68394.13	68	1185913	1032409.63	87	56855.74	1286225	196959.63	85

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
53-00	ROAD MATERIALS/SUPPLIES	1250	2046.33	164	13750	7638.34	56	2361.66	15000	5000.00	67
53 **	ROAD MATERIALS/SUPPLIES	1250	2046.33	164	13750	7638.34	56	2361.66	15000	5000.00	67
54-00	MEMBERSHIP/PUBLICATIONS	3067	820.00	27	33704	27972.24	83	135.00	36867	8759.76	76
54 **	MEMBERSHIP/PUBLICATIONS	3067	820.00	27	33704	27972.24	83	135.00	36867	8759.76	76
55-00	TRAINING	6265	2884.14	46	79528	54861.86	69	4550.00	85898	26486.14	69
55-01	EDA PROGRAM	833	.00	0	9163	2224.50	24	.00	10000	7775.50	22
55 **	TRAINING	7098	2884.14	41	88691	57086.36	64	4550.00	95898	34261.64	64
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	411	.00	0	3699	4111.45	111	.00	4114	2.55	100
61 **	LAND	411	.00	0	3699	4111.45	111	.00	4114	2.55	100
62-00	BUILDINGS	7709-	100.00	1-	138121	3359.15	2	98675.55	130416	28381.30	78
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	7709-	100.00	1-	138121	3359.15	2	98675.55	130416	28381.30	78
63-00	INFRASTRUCTURE	428467	182112.88	43	2794040	581938.37	21	857257.63	3222516	1783320.00	45
63 **	INFRASTRUCTURE	428467	182112.88	43	2794040	581938.37	21	857257.63	3222516	1783320.00	45
64-00	MACHINERY AND EQUIPMENT	157060	49593.34	32	505111	297036.82	59	183242.94	662195	181915.24	73
64-01	JAG GRANT	2823	23975.00	849	22373	23975.00	107	1225.00	25200	.00	100
64-15	IT HARDWARE	6462	599.22	9	107381	96571.70	90	.00	113868	17296.30	85
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	166345	74167.56	45	634865	417583.52	66	184467.94	801263	199211.54	75

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
68-10	SFTWR & OTHER INTANGIBLES	1969	.00	0	7876	9843.45	125	.00	9844	.55	100
68 **	INTANGIBLE ASSETS	1969	.00	0	7876	9843.45	125	.00	9844	.55	100
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	69716	.00	0	766876	836593.00	109	.00	836592	1.00-	100
81 **	AIDS TO GOVT AGENCY	69716	.00	0	766876	836593.00	109	.00	836592	1.00-	100
82-01	ECON DEV INCENTIVE CONTR	83333	.00	0	916663	.00	0	.00	1000000	1000000.00	0
82 **	AID PRIVATE ORGANIZATION	83333	.00	0	916663	.00	0	.00	1000000	1000000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	2178	.00	0	18486	5473.00	30	.00	20673	15200.00	27
83 **	OTHER GRANTS AND AIDS	2178	.00	0	18486	5473.00	30	.00	20673	15200.00	27
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	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
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	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
91-32	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	0	.00	0	0	.00	0	.00	0	.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	3451913	2992732.06	87	34653580	27572223.72	80	2091659.70	38107771	8443887.58	78
GRAND	TOTAL *********										
		3451913	2992732.06	87	34653580	27572223.72	80	2091659.70	38107771	8443887.58	78

FY 2018 Budget by Classification Report - Summary Listing

Target for August is 92%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 1,863,827		$ 3,050,736	$ (1,186,909)	164%
CHARGES FOR SERVICES	$ 54,576,227		$ 53,513,231	$ 1,062,996	98%
MISCELLANEOUS	$ 328,499		$ 493,717	$ (165,218)	150%
OTHER SOURCES (NON-REVENUE)	$ 31,113,711		$ 1,151,852	$ 29,961,859	4%
REVENUE TOTALS	**$ 87,882,264**	-	**$ 58,209,536**	**$ 29,672,728**	**66%**
				$ (23,862,335)	
EXPENSE					
SALARIES AND BENEFITS	$ 14,159,592	$ -	$ 11,223,137	$ 2,936,455	79%
OPERATING EXPENDITURES	$ 24,701,664	$ 3,832,806	$ 17,342,064	$ 3,526,794	86%
CAPITAL OUTLAY	$ 33,084,451	$ 6,304,265	$ 7,250,960	$ 19,529,226	41%
GRANTS, AIDS AND OTHER	$ 15,936,557	$ -	$ 10,907,306	$ 5,029,251	68%
EXPENSE TOTALS	**$ 87,882,264**	**$ 10,137,071**	**$ 46,723,467**	**$ 31,021,726**	65%
REVENUE TOTALS	**$ 87,882,264**	**$ -**	**$ 58,209,536**	**$ 29,672,728**	**66%**
EXPENSE TOTALS	**$ 87,882,264**	**$ 10,137,071**	**$ 46,723,467**	**$ 31,021,726**	**65%**
	$ -	**$ (10,137,071)**	**$ 11,486,069**	**$ (1,348,998)**	

FUND 421 WATER/SEWER ENTERPRISE

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 10	WATER - RESIDENTIAL	71,887	227,200.00	316	790,757	1,537,150.00	194	862,654	674,496.00-
03 11	WATER - COMMERCIAL	73,954	9,625.00	13	813,494	1,371,055.00	169	887,457	483,598.00-
03 20	SEWER - RESIDENTIAL	852	.00		9,372	25,281.25	270	10,235	15,046.25-
03 21	SEWER - COMMERCIAL	8,623	.00		94,853	117,250.00	124	103,481	13,769.00-
03 *	IMPACT FEES	155,316	236,825.00	153	1,708,476	3,050,736.25	179	1,863,827	1,186,909.25-
324 **	IMPACT FEES	155,316	236,825.00	153	1,708,476	3,050,736.25	179	1,863,827	1,186,909.25-
320 ***	OTHER PERMITS & FEES	155,316	236,825.00	153	1,708,476	3,050,736.25	179	1,863,827	1,186,909.25-
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	305,048.77		0	305,048.77-
331 **	FEDERAL GRANTS	0	.00		0	305,048.77		0	305,048.77-
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
334 **	STATE GRANT	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
30 02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
30 08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	305,048.77		0	305,048.77-
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	3,842,814	4,157,664.97	108	42,270,954	44,907,213.64	106	46,113,775	1,206,561.36
33 00	WATER CONNECTION FEE	20,000	73,181.02	366	220,000	565,391.28	257	240,000	325,391.28-
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	73,181.02	366	220,000	565,391.28	257	240,000	325,391.28-
36 00	WATER HYDRANT FEES	217,357	258,551.78	119	2,390,927	2,824,567.99	118	2,608,291	216,276.99-
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

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								
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	133	1,000.00	752	1,463	7,600.00	520	1,600	6,000.00-
39 07	BACKFLOW DEVICE TEST	12,083	15,552.03	129	132,913	156,538.82	118	145,000	11,538.82-
39 08	JUMPER METERS	58	.00		638	2,000.00	314	700	1,300.00-
39 09	PLAN REVIEW/CONST INSPECT	1,000	3,500.00	350	11,000	26,000.00	236	12,000	14,000.00-
39 10	BACKFLOW PRV/RLCT TEMP	41	405.42	989	451	1,059.62	235	500	559.62-
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,315	20,457.45	154	146,465	193,198.44	132	159,800	33,398.44-
51 00	SEWER SALES	425,692	428,968.21	101	4,682,612	4,711,069.76	101	5,108,310	397,240.24
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	425,692	428,968.21	101	4,682,612	4,711,069.76	101	5,108,310	397,240.24
53 02	SEWER CONNECT - FINANCED	0	.00		0	.00		0	.00
53 04	SEWER CONNECT- GRISSOM	0	.00		0	.00		0	.00
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	.00		0	.00		0	.00
59 01	GREASE TRAP PERMITS	516	528.86	103	5,676	7,284.16	128	6,200	1,084.16-
60 00	REUSE WATER	27,737	27,820.25	100	305,107	300,875.95	99	332,851	31,975.05
60 01	REUSE WATER INSTALLATION	583	376.30	65	6,413	3,629.45	57	7,000	3,370.55
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	28,320	28,196.55	100	311,520	304,505.40	98	339,851	35,345.60
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,548,014	4,967,548.84	109	50,028,154	53,513,230.67	107	54,576,227	1,062,996.33
340 ***	CHARGES FOR SERVICES	4,548,014	4,967,548.84	109	50,028,154	53,513,230.67	107	54,576,227	1,062,996.33
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	20,107	7,013.47	35	221,177	161,305.72	73	241,295	79,989.28
10 10	SBA	0	.21		0	1.86		0	1.86-
10 *	INTEREST	20,107	7,013.68	35	221,177	161,307.58	73	241,295	79,987.42
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	10,544.80		0	153,886.88-		0	153,886.88
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	20,107	17,558.48	87	221,177	7,420.70	3	241,295	233,874.30

FUND 421 WATER/SEWER ENTERPRISE

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 AND OTHR EARNING								
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								
00 00	DISPOSITION FIXED ASSETS	1,250	.00		13,750	102,590.15	746	15,000	87,590.15-
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	1,250	.00		13,750	102,590.15	746	15,000	87,590.15-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	833	4,802.75	577	9,163	9,112.25	99	10,000	887.75
365 **	SALES OF SURPLUS SCRAP	833	4,802.75	577	9,163	9,112.25	99	10,000	887.75
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	3,333	2,891.72	87	36,663	46,740.51	128	40,000	6,740.51-
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	3,333	2,891.72	87	36,663	46,740.51	128	40,000	6,740.51-
96 00	INSURANCE REFUND/PROCEEDS	5,226	.00		15,678	21,504.83	137	20,904	600.83-
369 **	OTHER MISC REVENUES	8,559	2,891.72	34	52,341	68,245.34	130	60,904	7,341.34-
360 ***	MISCELLANEOUS REVENUES	30,857	25,252.95	82	297,619	188,668.44	63	328,499	139,830.56
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
45 03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 10	TRF FROM REDEVELOP (110)	0	.00		0	.00		0	.00
91 23	STORMWATER (423)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
30 00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00	CONTRIBUTION LIFT STATION	0	.00		0	168,345.00		0	168,345.00-
82 00	CONTRIBUTION S MAINLAND	0	22,199.50		0	300,908.34		0	300,908.34-
83 00	CONTRIBUTION VIERA	0	55,678.79		0	682,598.72		0	682,598.72-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	55,678.79		0	682,598.72		0	682,598.72-
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	12,579	.00		100,632	.00		113,212	113,212.00
99 50	FUND BAL-APPROP. RESERVES	2,602,099	.00		28,398,395	.00		31,000,499	31,000,499.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	2,614,678	.00		28,499,027	.00		31,113,711	31,113,711.00
389 **	NON OPERATING SOURCES	2,614,678	77,878.29	3	28,499,027	1,151,852.06	4	31,113,711	29,961,858.94
380 ***	OTHER SOURCES(NON-REV)	2,614,678	77,878.29	3	28,499,027	1,151,852.06	4	31,113,711	29,961,858.94
FUND TOTAL	WATER/SEWER ENTERPRISE	7,348,865	5,307,505.08	72	80,533,276	58,209,536.19	72	87,882,264	29,672,727.81

REPORT SELECTIONS

Fiscal year . . . . . : 2018
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

REPORT SELECTIONS

Fiscal year . . . . . : 2018
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

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	638462	697959.11	109	7533269	6523463.47	87	.00	8171777	1648313.53	80
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	9175	1750.96	19	49247	44857.15	91	.00	58431	13573.85	77
12 **	REGULAR SALARIES & WAGES	647637	699710.07	108	7582516	6568320.62	87	.00	8230208	1661887.38	80
13-00	OTHER SALARIES & WAGES	44562	46972.37	105	490182	408064.84	83	.00	534767	126702.16	76
13 **	OTHER SALARIES & WAGES	44562	46972.37	105	490182	408064.84	83	.00	534767	126702.16	76
14-00	OVERTIME	43149	47391.30	110	410642	423557.22	103	.00	453844	30286.78	93
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	43149	47391.30	110	410642	423557.22	103	.00	453844	30286.78	93
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	1526	100.00	7	15736	16495.00	105	.00	17275	780.00	96
20 **	CLOTHING/SHOE ALLOWANCE	1526	100.00	7	15736	16495.00	105	.00	17275	780.00	96
21-00	FICA TAXES	58143	58760.12	101	639573	543957.45	85	.00	697754	153796.55	78
21 **	FICA TAXES	58143	58760.12	101	639573	543957.45	85	.00	697754	153796.55	78
22-00	RETIREMENT CONTRIBUTIONS	90226	71255.47	79	992486	858360.15	87	.00	1082743	224382.85	79
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	90226	71255.47	79	992486	858360.15	87	.00	1082743	224382.85	79
23-00	LIFE/HEALTH INSURANCE	190457	156731.62	82	2095027	1717711.69	82	.00	2285528	567816.31	75
23-02	LIFE/HEALTH RETIREES	16545	12904.10	78	181995	168888.27	93	.00	198547	29658.73	85
23-03	CONTRA CIGNA SAVINGS	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 **	LIFE/HEALTH INSURANCE	207002	169635.72	82	2277022	1886599.96	83	.00	2484075	597475.04	76
24-00	WORKER'S COMPENSATION	41291	40112.39	97	454201	403426.67	89	.00	495526	92099.33	81

FUND 421 WATER/SEWER ENTERPRISE

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	41291	40112.39	97	454201	403426.67	89	.00	495526	92099.33	81
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	4576	2004.84	44	.00	5000	2995.16	40
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	4576	2004.84	44	.00	5000	2995.16	40
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	CAFETERIA PLAN	13200	10800.00	82	145200	112350.00	77	.00	158400	46050.00	71
27 **	CAFETERIA PLAN	13200	10800.00	82	145200	112350.00	77	.00	158400	46050.00	71
31-00	PROFESSIONAL SERVICES	150380	29783.15	20	1661499	122112.44	7	194143.58	1811908	1495651.98	18
31-01	LEGAL EXPENSES	6208	54.60	1	68288	16305.40	24	35733.00	74503	22464.60	70
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	500	.00	0	5500	.00	0	.00	6000	6000.00	0
31-33	EMPLOYEE HEALTH CENTER	10723	.00	0	117953	75619.23	64	53065.77	128685	.00	100
31 **	PROFESSIONAL SERVICES	167811	29837.75	18	1853240	214037.07	12	282942.35	2021096	1524116.58	25
32-00	ACCOUNTING & AUDITING	3625	.00	0	39875	43500.00	109	.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	39875	43500.00	109	.00	43500	.00	100
34-00	CONTRACT SERVICES	61791	67212.14	109	1061691	834071.14	79	109869.28	1123501	179560.58	84
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	461301	461302.00	100	5074311	5074322.00	100	.00	5535621	461299.00	92
34 **	CONTRACT SERVICES	523092	528514.14	101	6136002	5908393.14	96	109869.28	6659122	640859.58	90
39-00	CONTINGENCY	3752	.00	0	144128	.00	0	.00	147889	147889.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	3752	.00	0	144128	.00	0	.00	147889	147889.00	0
40-00	TRAVEL AND PER DIEM	2786	2.00	0	26546	4786.64	18	.00	29355	24568.36	16
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	2786	2.00	0	26546	4786.64	18	.00	29355	24568.36	16
41-00	COMMUNICATION	10906	8839.00	81	117356	93442.55	80	25839.11	128277	8995.34	93
41 **	COMMUNICATION	10906	8839.00	81	117356	93442.55	80	25839.11	128277	8995.34	93
42-00	FREIGHT & POSTAGE SERVICE	4873	2678.36	55	35831	24110.87	67	1501.24	40730	15117.89	63
42 **	FREIGHT & POSTAGE SERVICE	4873	2678.36	55	35831	24110.87	67	1501.24	40730	15117.89	63
43-00	ELECTRIC/WATER/SEWER	197161	140978.32	72	2208771	1492912.19	68	906813.55	2405955	6229.26	100
43 **	ELECTRIC/WATER/SEWER	197161	140978.32	72	2208771	1492912.19	68	906813.55	2405955	6229.26	100
44-00	RENTAL AND LEASES	1014	1767.72	174	24896	12260.95	49	819.82	25940	12859.23	50
44 **	RENTAL AND LEASES	1014	1767.72	174	24896	12260.95	49	819.82	25940	12859.23	50
45-00	INSURANCE	33400	.00	0	349552	379192.53	109	.00	382997	3804.47	99
45 **	INSURANCE	33400	.00	0	349552	379192.53	109	.00	382997	3804.47	99
46-00	REPAIRS & MAINTENANCE	688841	759923.73	110	6979745	5272009.71	76	1793710.45	7668611	602890.84	92
46-02	REPAIR/MAINT BUILDING	2765-	3915.19	142-	133189	69732.89	52	4367.21	130429	56328.90	57
46-03	REPAIR/MAINT-VEHICLES	10663	25279.25	237	167293	133677.92	80	2887.86	177998	41432.22	77
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	696739	789118.17	113	7280227	5475420.52	75	1800965.52	7977038	700651.96	91
47-00	PRINTING & BINDING	851	28.00	3	6701	2240.40	33	4563.58	7582	778.02	90
47 **	PRINTING & BINDING	851	28.00	3	6701	2240.40	33	4563.58	7582	778.02	90
48-00	PROMOTIONAL ACTIVITIES	1946	50.00	3	20846	10989.93	53	.00	22802	11812.07	48
48 **	PROMOTIONAL ACTIVITIES	1946	50.00	3	20846	10989.93	53	.00	22802	11812.07	48
49-00	OTHER CHARGES & OBLIG.	3000	1899.60	63	32700	25808.58	79	.00	35740	9931.42	72
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	6590.11-	45-	160413	67753.22-	42-	.00	175000	242753.22	39-
49-08	CASH OVER & UNDER	25	31.00	124	275	80.01	29	.00	300	219.99	27
49-09	DOCUMENT RECORDING CHGS	250	67.80-	27-	2750	817.98-	30-	.00	3000	3817.98	27-

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	13865.48	0	0	13865.48	0	.00	0	13865.48-	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	17858	9138.17	51	196138	28817.13-	15-	.00	214040	242857.13	14-
52-00	OPERATING SUPPLIES	62170	59110.35	95	615492	610706.26	99	32298.79	677690	34684.95	95
52-07	JANITORIAL SUPPLIES	852	968.88	114	9372	7683.96	82	.00	10240	2556.04	75
52-09	CHEMICALS	299655	352037.20	118	3062214	2716453.45	89	590348.58	3361883	55080.97	98
52-30	FUEL OIL & LUBRICANTS	26376	26202.23	99	271533	238515.84	88	26739.84	297955	32699.32	89
52-33	EMPLOYEE HEALTH CENTER	3357	.00	0	36927	35706.81	97	4584.19	40291	.00	100
52 **	OPERATING SUPPLIES	392410	438318.66	112	3995538	3609066.32	90	653971.40	4388059	125021.28	97
53-00	ROAD MATERIALS/SUPPLIES	3015	4986.10	165	39762	10914.77	28	27802.25	42800	4082.98	91
53 **	ROAD MATERIALS/SUPPLIES	3015	4986.10	165	39762	10914.77	28	27802.25	42800	4082.98	91
54-00	MEMBERSHIP/PUBLICATIONS	3156	.00	0	34716	31976.92	92	.00	37905	5928.08	84
54 **	MEMBERSHIP/PUBLICATIONS	3156	.00	0	34716	31976.92	92	.00	37905	5928.08	84
55-00	TRAINING	8153	8956.19	110	110900	57636.10	52	17717.93	119077	43722.97	63
55-01	EDA PROGRAM	625	.00	0	6875	.00	0	.00	7500	7500.00	0
55 **	TRAINING	8778	8956.19	102	117775	57636.10	49	17717.93	126577	51222.97	60
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	5416	.00	0	59576	.00	0	.00	65000	65000.00	0
62 **	BUILDINGS	5416	.00	0	59576	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	2554945	251581.76	10	28220248	5482327.29	19	5924196.92	30775192	19368667.79	37
63 **	INFRASTRUCTURE	2554945	251581.76	10	28220248	5482327.29	19	5924196.92	30775192	19368667.79	37
64-00	MACHINERY & EQUIPMENT	156375	203536.99	130	1191894	1132778.13	95	148817.82	1348303	66707.05	95

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64-15	IT HARDWARE	16126	19270.08	120	136360	149480.95	110	.00	152508	3027.05	98
64 **	MACHINERY & EQUIPMENT	172501	222807.07	129	1328254	1282259.08	97	148817.82	1500811	69734.10	95
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	67464	.00	0	675972	486373.49	72	231250.20	743448	25824.31	97
68 **	INTANGIBLE ASSETS	67464	.00	0	675972	486373.49	72	231250.20	743448	25824.31	97
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
73-00	OTHER DEBT SERVICE COST	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SERVICE COST	0	.00	0	0	.00	0	.00	0	.00	0
82-00	AID TO PRIVATE ORGANIZAT	83	.00	0	913	1000.00	110	.00	1000	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	83	.00	0	913	1000.00	110	.00	1000	.00	100
91-01	TRANSFER TO GEN FUND 001	514307	513152.00	100	5656221	5644672.00	100	.00	6170543	525871.00	92
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	722057	482200.00	67	7942627	4253000.00	54	.00	8664686	4411686.00	49
91-30	GF CAPITAL PROJECTS 301	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	1236364	995352.00	81	13598848	9897672.00	73	.00	14835229	4937557.00	67
95-01	6% ILO FRANCHISE FEE	91694	91694.00	100	1008634	1008634.00	100	.00	1100328	91694.00	92
95 **	NONOPERATING	91694	91694.00	100	1008634	1008634.00	100	.00	1100328	91694.00	92
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	7348792	4669384.85	64	80532479	46723466.38	58	10137070.97	87882264	31021726.65	65
GRAND	TOTAL *********										

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
		7348792	4669384.85	64	80532479	46723466.38	58	10137070.97	87882264	31021726.65	65

FY 2018 Budget by Classification Report - Summary Listing

Through 8/31/18

Target for August is 92%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,426,915		$ 1,460,300	$ (33,385)	102%
MISCELLANEOUS	$ 3,000		$ 5,882	$ (2,882)	196%
OTHER SOURCES (NON-REVENUE)	$ 893,769		$ 101,988	$ 791,781	11%
REVENUE TOTALS	**$ 2,323,684**	**-**	**$ 1,568,170**	**$ 755,514**	**67%**
EXPENSE					
SALARIES AND BENEFITS	$ 654,985	$ -	$ 494,263	$ 160,722	75%
OPERATING EXPENDITURES	$ 447,860	$ 109,584	$ 233,742	$ 104,534	77%
CAPITAL OUTLAY	$ 1,211,244	$ 199,210	$ 684,015	$ 328,019	73%
OTHER SOURCES (NON-REVENUE)	$ 9,595	$ -	$ -	$ 9,595	0%
EXPENSE TOTALS	**$ 2,323,684**	**$ 308,794**	**$ 1,412,020**	**$ 602,870**	**74%**
REVENUE TOTALS	**$ 2,323,684**	**$ -**	**$ 1,568,170**	**$ 755,514**	**67%**
EXPENSE TOTALS	**$ 2,323,684**	**$ 308,794**	**$ 1,412,020**	**$ 602,870**	**74%**
	$ -	**$ (308,794)**	**$ 156,150**	**$ 152,644**	

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
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	56,634.60		0	56,634.60		0	56,634.60-
337 **	GRANTS FROM LOCAL UNITS	0	56,634.60		0	56,634.60		0	56,634.60-
330 ***	INTERGOVERNMENTAL REVENUE	0	56,634.60		0	56,634.60		0	56,634.60-
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	118,909	128,519.47	108	1,307,999	1,403,665.13	107	1,426,915	23,249.87
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	118,909	128,519.47	108	1,307,999	1,403,665.13	107	1,426,915	23,249.87
343 **	PHYSICAL ENVIRONMENT	118,909	128,519.47	108	1,307,999	1,403,665.13	107	1,426,915	23,249.87
340 ***	CHARGES FOR SERVICES	118,909	128,519.47	108	1,307,999	1,403,665.13	107	1,426,915	23,249.87
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	250	214.40	86	2,750	2,478.42	90	3,000	521.58
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	250	214.40	86	2,750	2,478.42	90	3,000	521.58
20 00	DIVIDENDS	0	7.19		0	63.51		0	63.51-
38 00	NET INC/DEC-FMV INVESTMNT	0	328.21		0	2,159.88-		0	2,159.88
361 **	INTEREST AND OTHR EARNING	250	549.80	220	2,750	382.05	14	3,000	2,617.95
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	5,500.00		0	5,500.00-
364 **	DISPOSITION FIXED ASSETS	0	.00		0	5,500.00		0	5,500.00-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
365	SALES OF SURPLUS SCRAP								
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360 ***	MISCELLANEOUS REVENUES	250	549.80	220	2,750	5,882.05	214	3,000	2,882.05-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	101,988.32		0	101,988.32-
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	74,480	.00		819,280	.00		893,769	893,769.00
99 *	BALANCE FORWARD	74,480	.00		819,280	.00		893,769	893,769.00
389 **	NON OPERATING SOURCES	74,480	.00		819,280	101,988.32	12	893,769	791,780.68
380 ***	OTHER SOURCES(NON-REV)	74,480	.00		819,280	101,988.32	12	893,769	791,780.68
FUND TOTAL	STORMWATER UTILITY	193,639	185,703.87	96	2,130,029	1,568,170.10	74	2,323,684	755,513.90

REPORT SELECTIONS

Fiscal year . . . . . : 2018
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY DEPARTMENT 16 GENERAL OPERATIONS

ELE OBJ ACCOUNT DESCRIPTION	CURRENT BUDGET	CURRENT ACTUAL	CURRENT %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12 SALARIES & WAGES										
12-00 SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
12 ** SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14 OVERTIME										
14-00 OVERTIME	0	.00	0	0	.00	0	.00	0	.00	0
14 ** OVERTIME	0	.00	0	0	.00	0	.00	0	.00	0
21 FICA TAXES										
21-00 FICA TAXES	0	.00	0	0	.00	0	.00	0	.00	0
21 ** FICA TAXES	0	.00	0	0	.00	0	.00	0	.00	0
22 RETIREMENT CONTRIBUTIONS										
22-00 RETIREMENT CONTRIBUTIONS	0	.00	0	0	.00	0	.00	0	.00	0
22-01 POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 ** RETIREMENT CONTRIBUTIONS	0	.00	0	0	.00	0	.00	0	.00	0
23 LIFE/HEALTH INSURANCE										
23-00 LIFE/HEALTH INSURANCE	0	.00	0	0	.00	0	.00	0	.00	0
23 ** LIFE/HEALTH INSURANCE	0	.00	0	0	.00	0	.00	0	.00	0
24 WORKER'S COMPENSATION										
24-00 WORKER'S COMPENSATION	0	.00	0	0	.00	0	.00	0	.00	0
24 ** WORKER'S COMPENSATION	0	.00	0	0	.00	0	.00	0	.00	0
27 CAFETERIA PLAN										
27-00 CAFETERIA PLAN	0	.00	0	0	.00	0	.00	0	.00	0
27 ** CAFETERIA PLAN	0	.00	0	0	.00	0	.00	0	.00	0
31 PROFESSIONAL SERVICES										
31-00 PROFESSIONAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31 ** PROFESSIONAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
34 CONTRACT SERVICES										
34-00 CONTRACT SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
34 ** CONTRACT SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
41 COMMUNICATION										
41-00 COMMUNICATION	0	.00	0	0	.00	0	.00	0	.00	0
41 ** COMMUNICATION	0	.00	0	0	.00	0	.00	0	.00	0
42 POSTAGE AND FREIGHT										
42-00 POSTAGE AND FREIGHT	0	.00	0	0	.00	0	.00	0	.00	0
42 ** POSTAGE AND FREIGHT	0	.00	0	0	.00	0	.00	0	.00	0
43 ELECTRIC/WATER/SEWER										
43-00 ELECTRIC/WATER/SEWER	0	.00	0	0	.00	0	.00	0	.00	0
43 ** ELECTRIC/WATER/SEWER	0	.00	0	0	.00	0	.00	0	.00	0
44 RENTALS AND LEASES										
44-00 RENTALS AND LEASES	0	.00	0	0	.00	0	.00	0	.00	0
44 ** RENTALS AND LEASES	0	.00	0	0	.00	0	.00	0	.00	0
46 REPAIRS & MAINTENANCE										
46-00 REPAIRS & MAINTENANCE	0	.00	0	0	.00	0	.00	0	.00	0
46-02 REPAIRS/MAINT - BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46 ** REPAIRS & MAINTENANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY DEPARTMENT 16 GENERAL OPERATIONS

ELE OBJ	ACCOUNT DESCRIPTION	CURRENT BUDGET	CURRENT ACTUAL	CURRENT %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49	OTHER CHARGES & OBLIG.										
49-00	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
52	OPERATING SUPPLIES										
52-00	OPERATING SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53	ROAD MATERIALS/SUPPLIES										
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
64	MACHINERY AND EQUIPMENT										
64-00	MACHINERY AND EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
DEPT 16	TOTAL ******* GENERAL OPERATIONS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY DEPARTMENT 35 PUBLIC WORKS

ELE OBJ	ACCOUNT DESCRIPTION	CURRENT BUDGET	CURRENT ACTUAL	CURRENT %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12	REGULAR SALARIES & WAGES										
12-00	REGULAR SALARIES & WAGES	30257	23402.30	77	338133	267174.20	79	.00	368401	101226.80	73
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	533	.00	0	557	1395.36	251	.00	1089	306.36-	128
12 **	REGULAR SALARIES & WAGES	30790	23402.30	76	338690	268569.56	79	.00	369490	100920.44	73
13	OTHER SALARIES & WAGES										
13-00	OTHER SALARIES & WAGES	3553	3992.75	112	39083	37372.18	96	.00	42643	5270.82	88
13 **	OTHER SALARIES & WAGES	3553	3992.75	112	39083	37372.18	96	.00	42643	5270.82	88
14	OVERTIME										
14-00	OVERTIME	302	1222.39	405	3322	4858.02	146	.00	3631	1227.02-	134
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	302	1222.39	405	3322	4858.02	146	.00	3631	1227.02-	134
15	SPECIAL PAY										
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	CLOTHING/SHOE ALLOWANCE										
20-00	CLOTHING/SHOE ALLOWANCE	45	.00	0	495	550.00	111	.00	550	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	45	.00	0	495	550.00	111	.00	550	.00	100
21	FICA TAXES										
21-00	FICA TAXES	2441	2038.05	84	26851	21432.63	80	.00	29297	7864.37	73
21 **	FICA TAXES	2441	2038.05	84	26851	21432.63	80	.00	29297	7864.37	73
22	RETIREMENT CONTRIBUTIONS										
22-00	RETIREMENT CONTRIBUTIONS	3108	2773.65	89	34188	28647.68	84	.00	37298	8650.32	77
22 **	RETIREMENT CONTRIBUTIONS	3108	2773.65	89	34188	28647.68	84	.00	37298	8650.32	77
23	LIFE/HEALTH INSURANCE										
23-00	LIFE/HEALTH INSURANCE	9271	5767.65	62	101981	82375.53	81	.00	111261	28885.47	74
23-03	CONTRA CIGNA SAVINGS	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 **	LIFE/HEALTH INSURANCE	9271	5767.65	62	101981	82375.53	81	.00	111261	28885.47	74
24	WORKER'S COMPENSATION										
24-00	WORKER'S COMPENSATION	4387	4006.00	91	48257	45497.53	94	.00	52655	7157.47	86
24 **	WORKER'S COMPENSATION	4387	4006.00	91	48257	45497.53	94	.00	52655	7157.47	86
26	OPEB HEALTH EXPENSE										
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	CAFETERIA PLAN										
27-00	CAFETERIA PLAN	680	480.00	71	7480	4960.00	66	.00	8160	3200.00	61
27 **	CAFETERIA PLAN	680	480.00	71	7480	4960.00	66	.00	8160	3200.00	61
31	PROFESSIONAL SERVICES										
31-00	PROFESSIONAL SERVICES	12698	.00	0	129938	40324.80	31	86241.00	142641	16075.20	89
31-01	LEGAL EXPENSES	41	.00	0	451	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	400	.00	0	4400	3123.47	71	1685.53	4809	.00	100
31 **	PROFESSIONAL SERVICES	13139	.00	0	134789	43448.27	32	87926.53	147950	16575.20	89

FUND 423 STORMWATER UTILITY DEPARTMENT 35 PUBLIC WORKS

ELE OBJ	ACCOUNT DESCRIPTION	CURRENT BUDGET	CURRENT ACTUAL	CURRENT %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
34	CONTRACT SERVICES										
34-00	CONTRACT SERVICES	416	.00	0	4576	2031.90	44	.00	5000	2968.10	41
34-10	COST OF GENERAL FUND SVCS	7632	7633.00	100	83952	83963.00	100	.00	91595	7632.00	92
34 **	CONTRACT SERVICES	8048	7633.00	95	88528	85994.90	97	.00	96595	10600.10	89
39	CONTINGENCY										
39-00	CONTINGENCY	2501	.00	0	27511	.00	0	.00	30015	30015.00	0
39 **	CONTINGENCY	2501	.00	0	27511	.00	0	.00	30015	30015.00	0
40	TRAVEL & PER DIEM										
40-00	TRAVEL & PER DIEM	400	.00	0	4400	.00	0	.00	4800	4800.00	0
40 **	TRAVEL & PER DIEM	400	.00	0	4400	.00	0	.00	4800	4800.00	0
41	COMMUNICATION										
41-00	COMMUNICATION	200	48.68	24	2200	562.61	26	937.39	2403	903.00	62
41 **	COMMUNICATION	200	48.68	24	2200	562.61	26	937.39	2403	903.00	62
42	POSTAGE & FREIGHT										
42-00	POSTAGE & FREIGHT	83	.00	0	913	608.67	67	.00	1000	391.33	61
42 **	POSTAGE & FREIGHT	83	.00	0	913	608.67	67	.00	1000	391.33	61
43	ELECTRIC/WATER/SEWER										
43-00	ELECTRIC/WATER/SEWER	1625	935.56	58	17875	10140.30	57	9272.64	19500	87.06	100
43 **	ELECTRIC/WATER/SEWER	1625	935.56	58	17875	10140.30	57	9272.64	19500	87.06	100
44	RENTALS AND LEASES										
44-00	RENTALS AND LEASES	876	.00	0	6967	4900.00	70	.00	7850	2950.00	62
44 **	RENTALS AND LEASES	876	.00	0	6967	4900.00	70	.00	7850	2950.00	62
45	INSURANCE										
45-00	INSURANCE	625	.00	0	6875	7509.00	109	.00	7510	1.00	100
45 **	INSURANCE	625	.00	0	6875	7509.00	109	.00	7510	1.00	100
46	REPAIRS & MAINTENANCE										
46-00	REPAIRS & MAINTENANCE	1959-	5928.31	303-	33703	26986.52	80	.00	31750	4763.48	85
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	6102	813.39	13	29622	19469.79	66	10788.57	35735	5476.64	85
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	4143	6741.70	163	63325	46456.31	73	10788.57	67485	10240.12	85
47	PRINTING & BINDING										
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	OTHER CHARGES & OBLIG.										
49-00	OTHER CHARGES & OBLIG.	416	117.93	28	4576	117.93	3	.00	5000	4882.07	2
49-07	BAD DEBT EXPENSE	833	450.50-	54-	9163	9843.77-	107-	.00	10000	19843.77	98-
49-15	OBSOLETE INVENTORY	0	885.03	0	0	885.03	0	.00	0	885.03-	0
49 **	OTHER CHARGES & OBLIG.	1249	552.46	44	13739	8840.81-	64-	.00	15000	23840.81	59-
52	OPERATING SUPPLIES										
52-00	OPERATING SUPPLIES	2648	118.60	5	14128	13008.52	92	657.48	16780	3114.00	81
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1913	1730.34	91	21043	24478.39	116	.00	22964	1514.39-	107
52-33	EMPLOYEE HEALTH CENTER	125	.00	0	1375	1506.88	110	1.12	1508	.00	100

FUND 423 STORMWATER UTILITY DEPARTMENT 35 PUBLIC WORKS

ELE OBJ	ACCOUNT DESCRIPTION	CURRENT BUDGET	CURRENT ACTUAL	CURRENT %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52	OPERATING SUPPLIES										
52 **	OPERATING SUPPLIES	4686	1848.94	40	36546	38993.79	107	658.60	41252	1599.61	96
54	MEMBERSHIP/PUBLICATIONS										
54-00	MEMBERSHIP/PUBLICATIONS	83	.00	0	913	650.00	71	.00	1000	350.00	65
54 **	MEMBERSHIP/PUBLICATIONS	83	.00	0	913	650.00	71	.00	1000	350.00	65
55	TRAINING										
55-00	TRAINING	375	1225.00	327	4125	3319.29	81	.00	4500	1180.71	74
55 **	TRAINING	375	1225.00	327	4125	3319.29	81	.00	4500	1180.71	74
59	DEPRECIATION										
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	LAND										
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	INFRASTRUCTURE										
63-00	INFRASTRUCTURE	61757	53429.00	87	869520	407575.83	47	199210.04	931285	324499.13	65
63 **	INFRASTRUCTURE	61757	53429.00	87	869520	407575.83	47	199210.04	931285	324499.13	65
64	MACHINERY & EQUIPMENT										
64-00	MACHINERY & EQUIPMENT	38367	12792.39	33	241584	276438.98	114	.00	279959	3520.02	99
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	38367	12792.39	33	241584	276438.98	114	.00	279959	3520.02	99
69	CONTRA FIXED ASSET										
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	DEBT SERVICE - INTEREST										
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	TRANSFER										
91-01	TRANSFER TO GEN FUND 001	806	.00	0	8783	.00	0	.00	9595	9595.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	806	.00	0	8783	.00	0	.00	9595	9595.00	0
DEPT 35	TOTAL ******* PUBLIC WORKS	193623	128889.52	67	2129853	1412020.27	66	308793.77	2323684	602869.96	74
FUND 423	TOTAL ********* STORMWATER UTILITY	193623	128889.52	67	2129853	1412020.27	66	308793.77	2323684	602869.96	74
GRAND	TOTAL *********	193623	128889.52	67	2129853	1412020.27	66	308793.77	2323684	602869.96	74

Legislation Details (With Text)

File #:	18-461	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/18/2018			**In control:**	City Council
On agenda:	9/25/2018			**Final action:**	
Title:	Cocoa Police Department District Event Statistics for the month of July, 2018. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	July 2018 Council Report by District .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 18, 2018
Agenda Date: September 25, 2018
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Cocoa Police Department District Event Statistics for Council Information

BACKGROUND:

Council requested a monthly breakdown of event statistics by District. This report illustrates total incidents, reports written and Patrol checks. It also shows incidents and case reports by shift, hour of the day and the total crime that are Uniform Crime reportable. Attached is the July 2018 report.

STRATEGIC PLAN CONNECTION:

Crime Statistics

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

powered by Legistar™

RECOMMENDED MOTION:

Cocoa Police Department District Event Statistics for Council Information

powered by Legistar™

Cocoa Police Department
Council Report

July 2018

Prepared by Dailaity Henson

Contents

Findings Summary 3
Total Patrol Checks and Case Reports for the City of Cocoa 4
District 1 July Activity 5
District 2 July Activity 6
District 3 July Activity 7
District 4 July Activity 8
Repeated Locations of Incidents 9
Incidents and Case Reports by Shift 10
Incidents and Case Reports by Hour 11
Total UCR Offenses by Month - 2018, 2017 & 2016 12

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Findings Summary

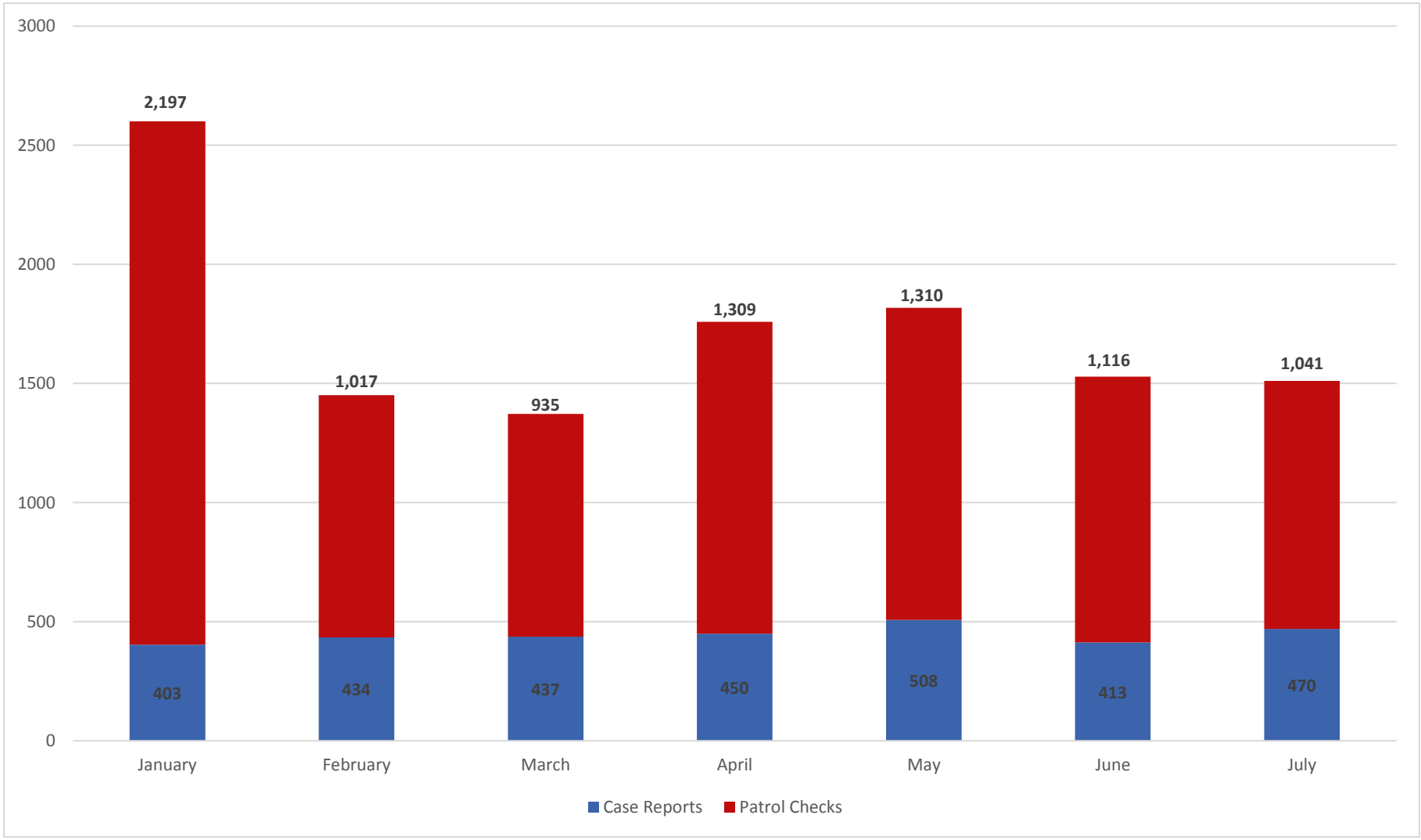
The purpose of this report is to provide Council with an overview of incidents and case reports for July 2018. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2016, 2017 and 2018.

- 3,929 incidents
- *470 Case Reports (12% of incidents)
    - 283 Criminal Case Reports (60% of all case reports)
    - 187 Non-Criminal Case Reports (40% of case reports)
    - 105 Criminal Case Reports were closed by Arrests/Capias Requests (37% of criminal case reports)
    - 19 Non-Criminal Case Reports were closed by Arrests/Capias Request (10% of non-criminal cases reports)
- 1,424 incidents were initiated by police officers (36%)
- *District 1 experienced the most cases with a total of 166
- *District 4 experienced the fewest cases with a total of 77
- Burglary Offenses have ***decreased*** by a 19% from the previous month
- Larceny Ofenses have ***increased*** by 38% from the previous month
- Overall, UCR offenses have ***increased*** from the previous month by an 41%

Please note the cases totals are based on data that has been merged into Aegis as of (8/30/18). The total number of cases are subject to change if new case reports are merged after this report was completed.

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports

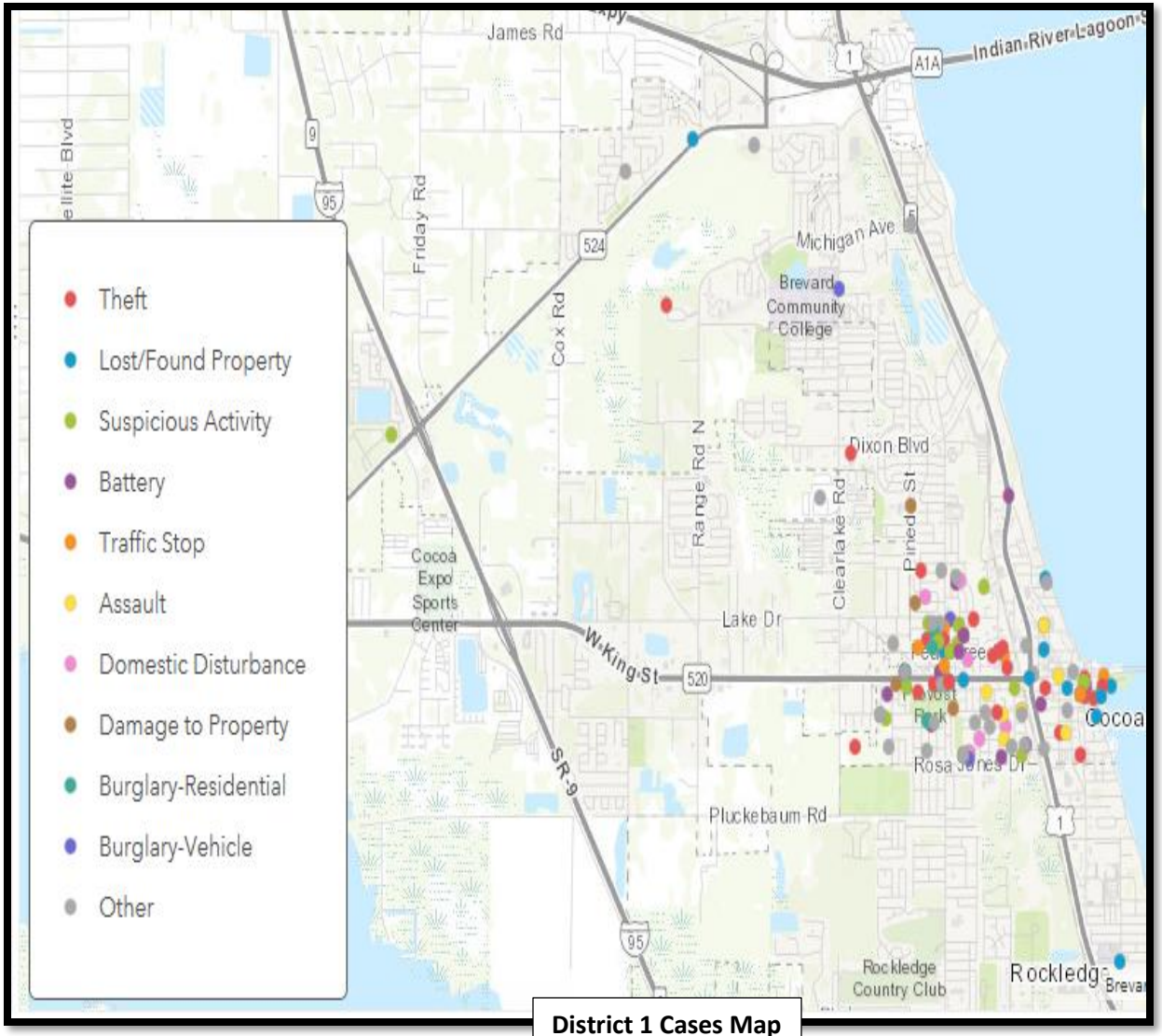


Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

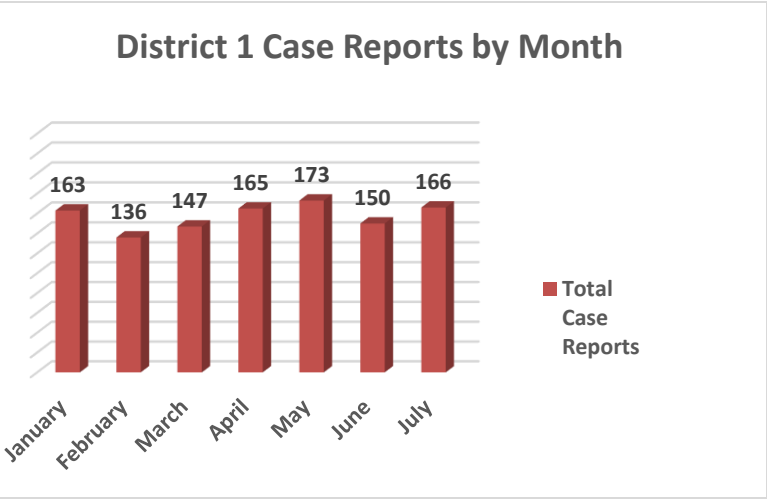
District 1 July Activity

District 1 July Activity Fidings

- (166) incidents became cases
- 66% (109) of cases are closed
- There were a total of 48 cases closed with an Arrest(s) or capias request(s).
- 48% of cases closed with an arrest or capias request were generated from Traffic Stop(10), Battery(8) and Assault(5) cases.



District 1 Cases Map

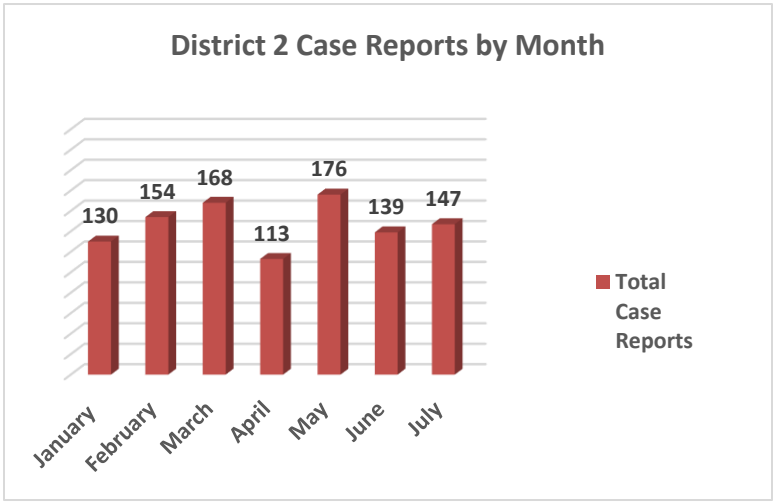


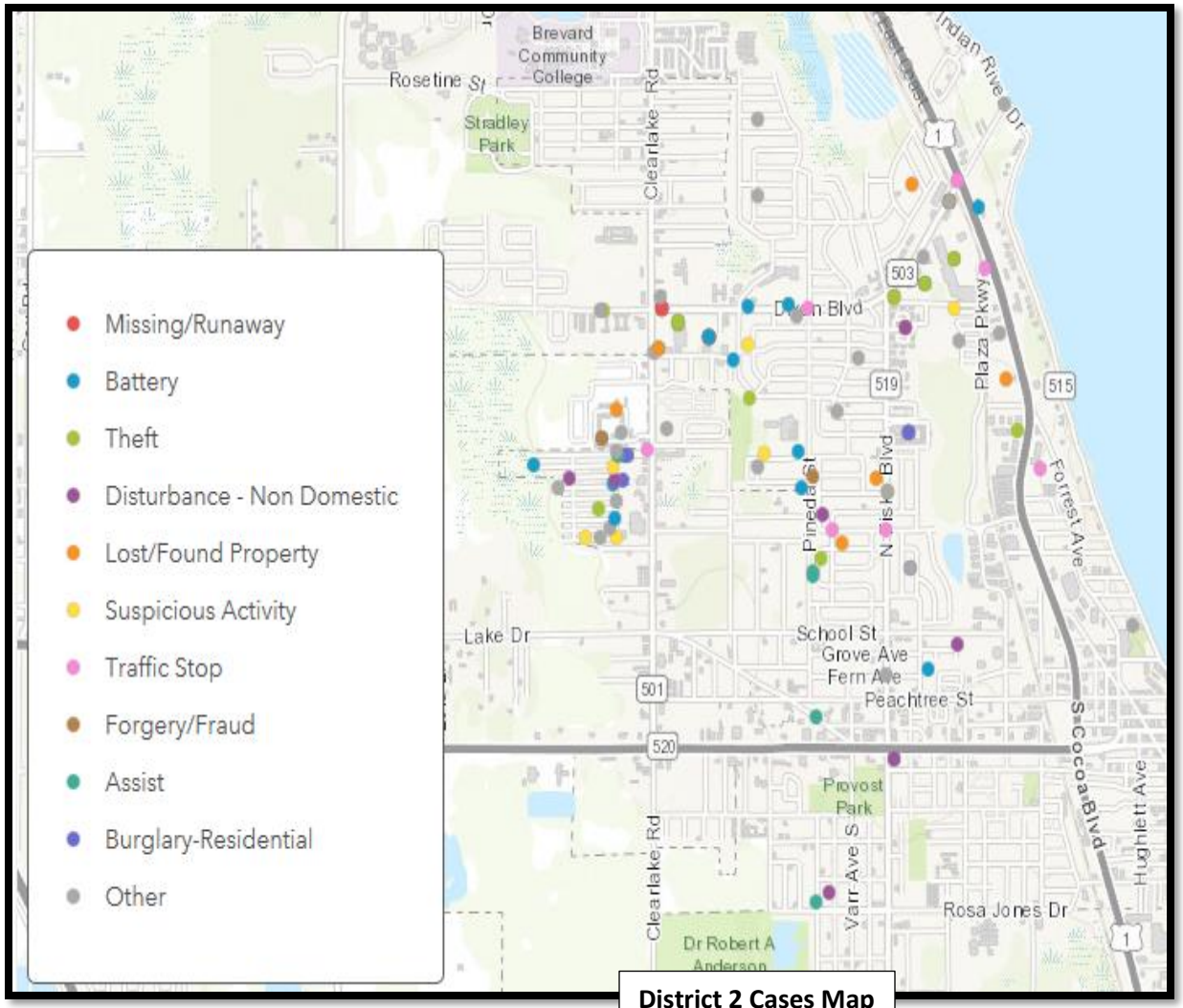
Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 July Activity

District 2 July Activity Findings

- (147) incidents became cases
- 65% (95) of cases are closed
- There were a total of 33 cases closed with an Arrest(s) or capias request(s).
- 61% of cases closed with an arrest or capias request were generated from Traffic Stop(6) and Battery(14) cases.





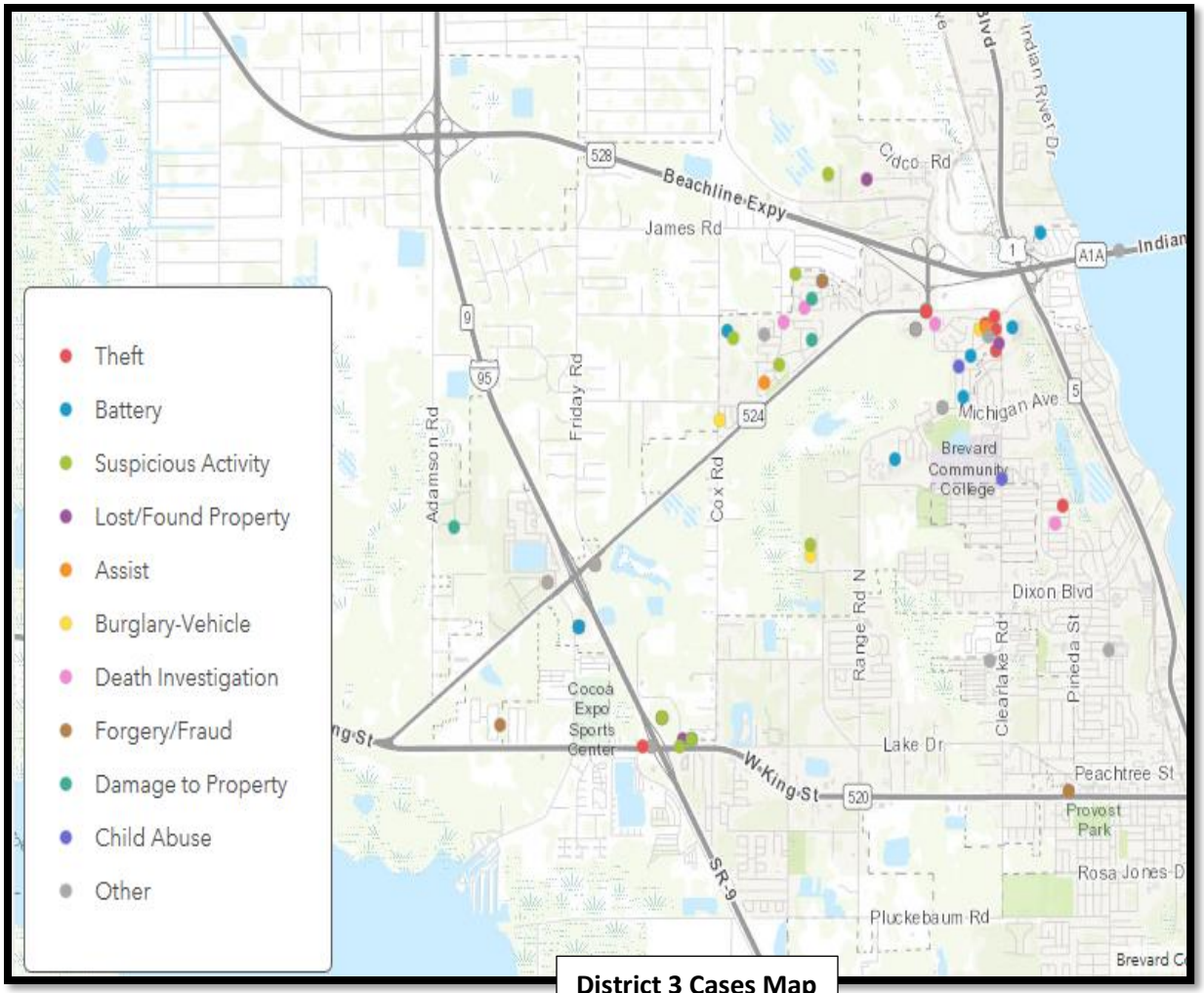
District 2 Cases Map

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

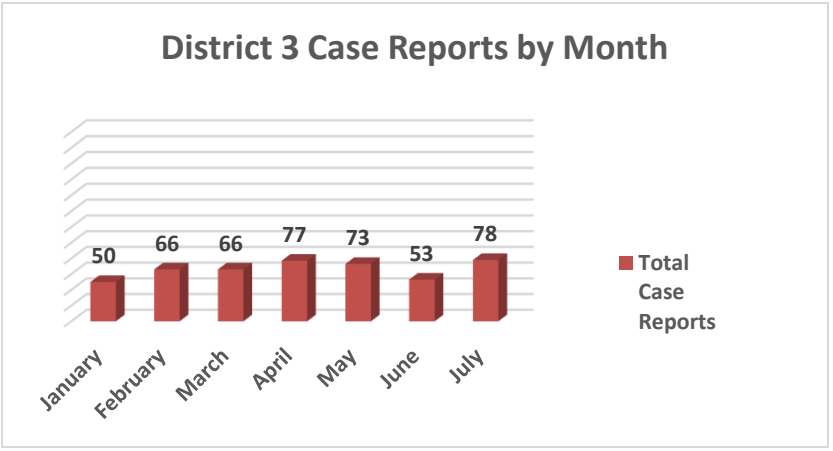
District 3 July Activity

District 3 July Activity Findings

- (78) incidents became cases
- 81% (63) of cases are closed
- There were a total of 24 cases closed with an Arrest(s) or capias request(s).
- 63% of cases closed with an arrest or capias Were generated from Theft(6) and Battery(9) cases.



District 3 Cases Map

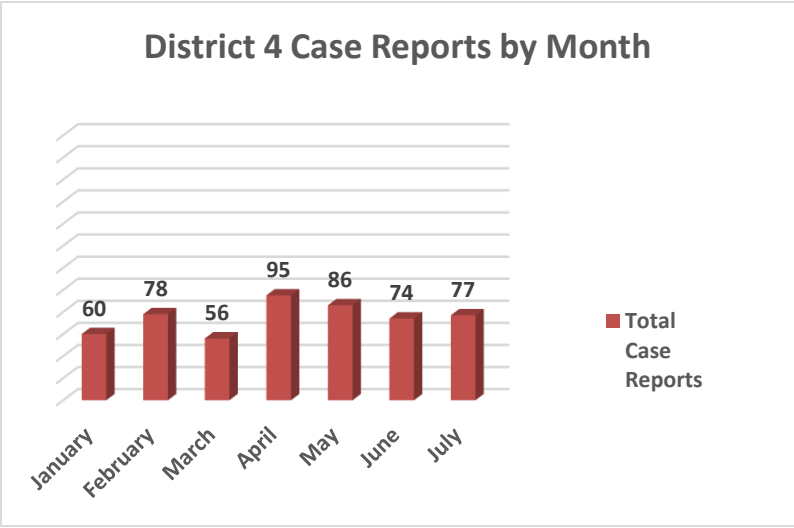


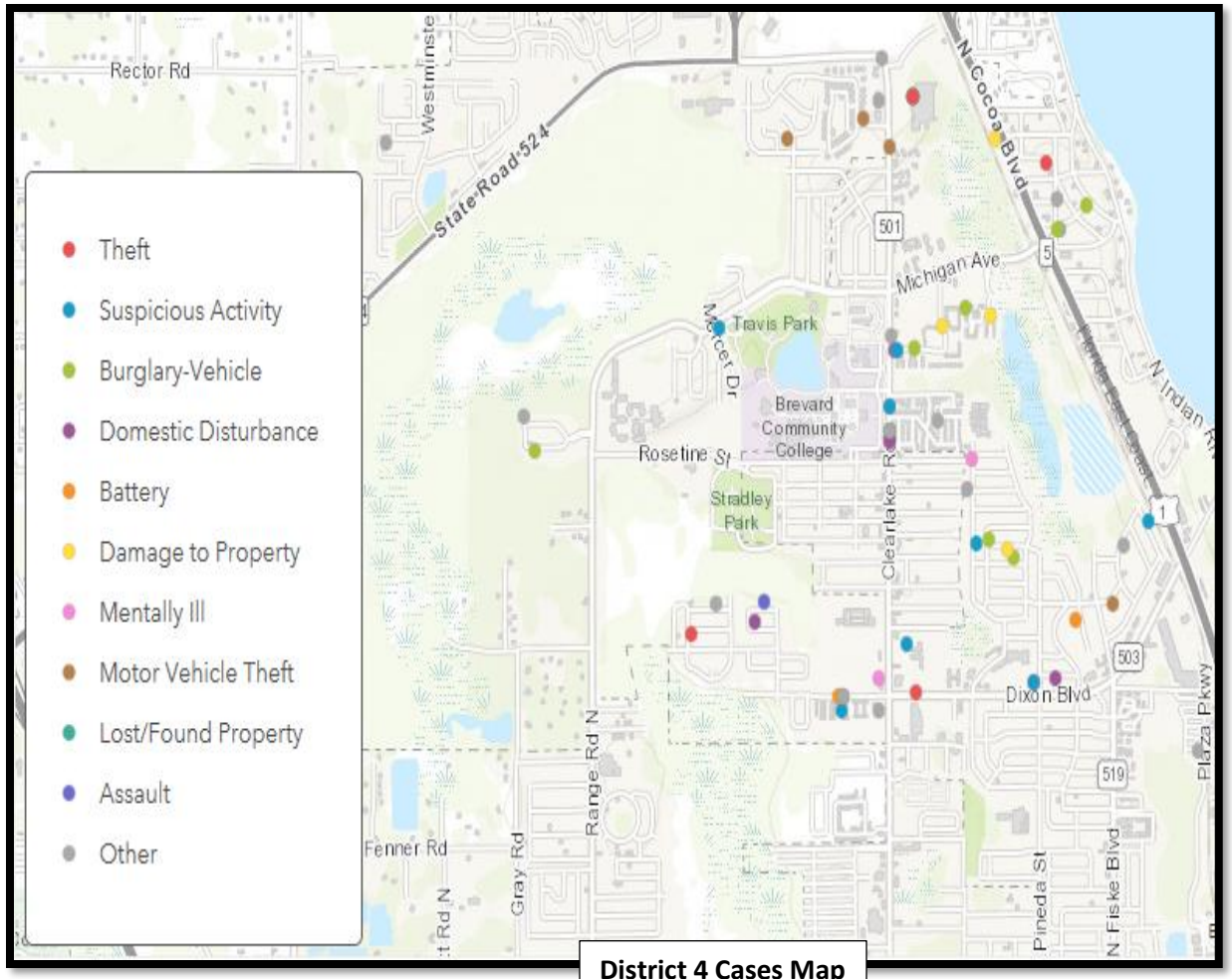
Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 July Activity

District 4 July Activity Findings

- (74) incidents became cases
- 64% (47) of cases are closed
- There were a total of 19 cases closed with an Arrest(s) or capias request(s).
- 55% of cases closed with an arrest or capias were generated from Theft(5), Vehicle Burglary(2) and Domestic Violence(2) cases.





District 4 Cases Map

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Repeated Locations of Incidents

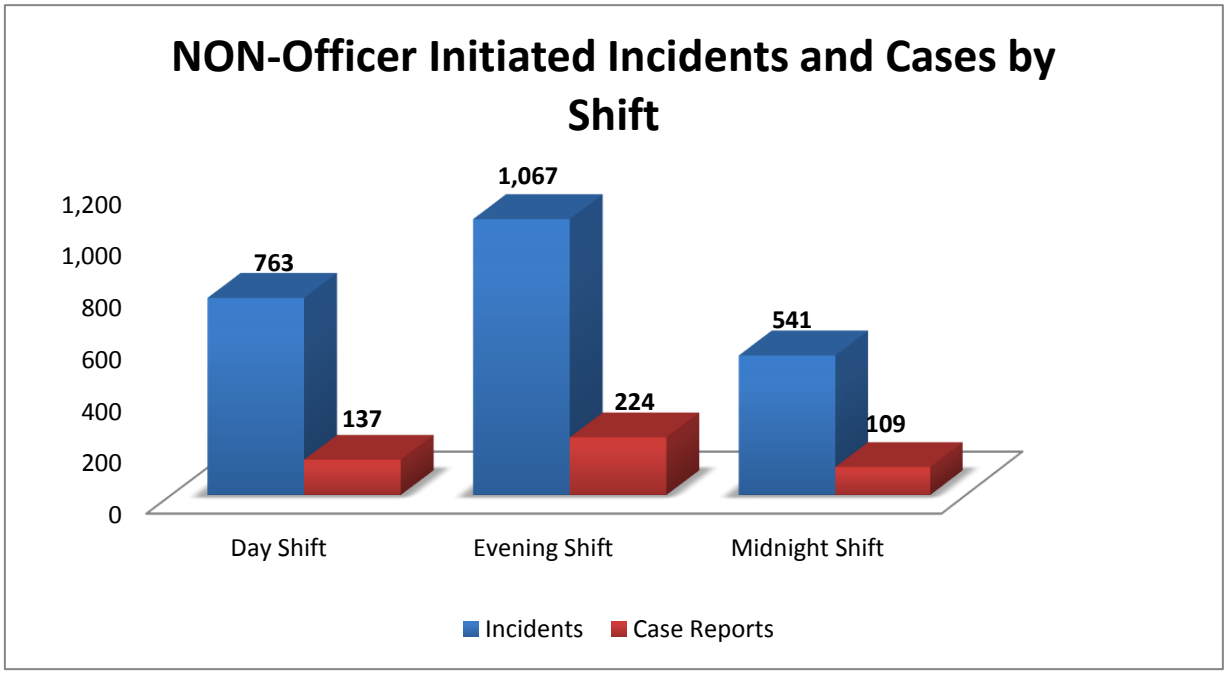
The table below illustrates the totals of Incidents and Cases from July 1, 2018 thought July 31, 2018 generated from the locations listed in the table. These totals include both citizen and officer initiated incidents.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	117	18
900 Friday Rd	54	5
1407 Dixon Blvd	46	30
1524 Clearlake Rd	35	3
800 N. Fiske	29	8
1514 Clearlake Rd	22	6
1080 N. Fiske	20	3
1010 N. Fiske Blvd	7	0
TOTAL	**330**	**73**

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The bar graph below illustrates both, incidents and cases reported totals by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. The totals in the bar graph do not include patrol checks or officer initiated incidents.

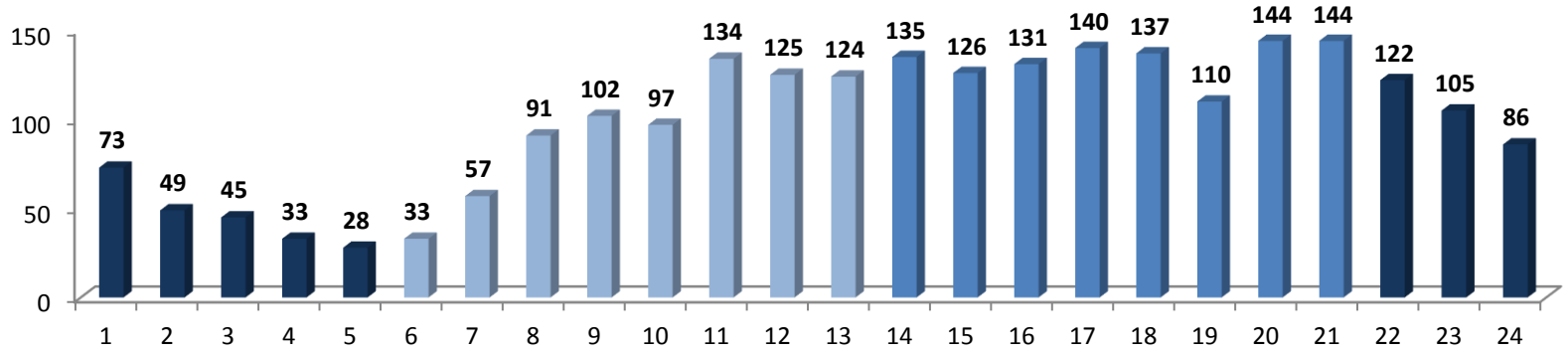


Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

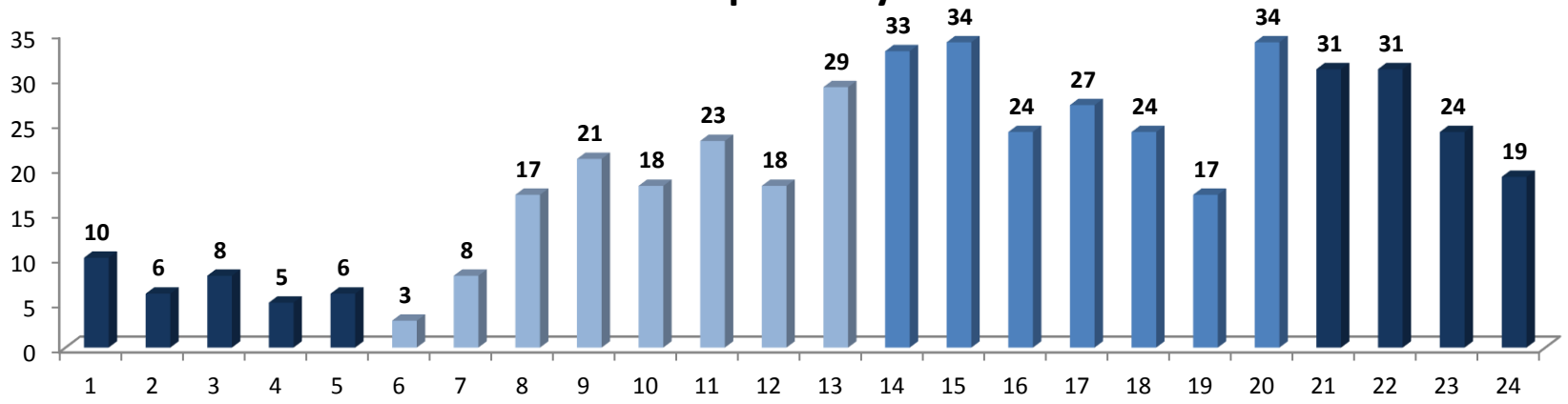
Incidents and Case Reports by Hour

Note: The charts below represents <u>all</u> reported incidents and cases during the month of May broken down by time of day. These totals <u>do not include</u> Patrol Checks or officer iniciated <u>incidents</u>.

Incidents by Hour

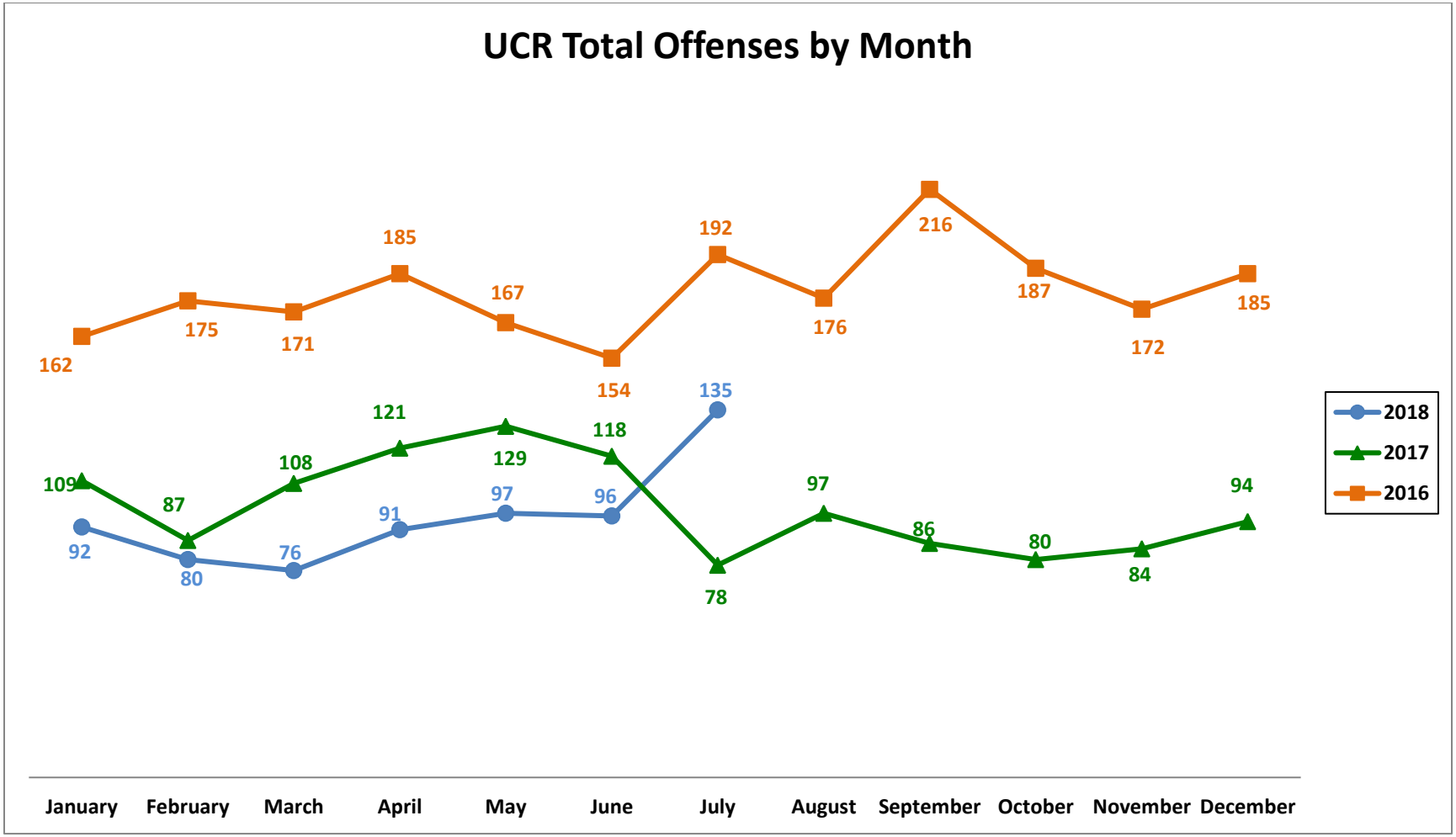


Case Reports by Hour



Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2018, 2017 & 2016



NOTE: *UCR Simple Assaults Offenses totals are no longer included in the 2018 line graph.*

UCR totals were received and the graph was updated on 8/30/18.

Source: Aegis MSP (Law Enforcement Records)
Originator: Dalaity Henson, Law Enforcement Analyst