City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda

Tuesday, September 24, 2024

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 24-572 Approval of the September 24, 2024 Regular City Council Meeting agenda as written or with amendments.

Attachments: 09-24-2024 Short Agenda.pdf

MINUTES:

II.2(a) 24-571 Approval of the July 23, 2024 Regular City Council meeting minutes as written or with amendments.

Attachments: 07-23-2024 Minutes ADA.pdf
Exhibit A - 2025 TRIM Presentation 7-23-24 Final 1.pdf
Voting Form 8B - Mayor Blake.pdf
Voting Form 8B - Councilwoman Koss.pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 24-486 To Approve Task Order No. 2025-47 to Jacobs Engineering Group, Inc. to Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending Approval of the FY 2025 Budget

Attachments:
TO-JACOBS 2025-47 $434,814 - UT-DYAL.pdf
TO 2025-47 Cocoa Pr Mgt FY25 for Water Supply and Water Treatment Suppoı
AGREEMENT.pdf
1st Amendment to Agreement.pdf
2nd Amendment to Continuing Services Agreement.pdf
COI - Expires 07.01.2025.pdf

V.2 24-488 To Approve Task Order No. 2025-44 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program; Pending Approval of the FY 2025 Budget

Attachments:
Jacobs Task Order 2025-44.pdf
Jacobs Task Order 2025-44 WFO and CCC Assistance_FINAL.pdf
Jacobs COI Exp 7-1-25.pdf
Jacobs 1st Amendment to Continuing Services Agmt.pdf
JACOBS RFQ-20-03-COC AGREEMENT.pdf
2nd Amendment to Continuing Services Agreement.pdf

V.3 **24-494** To Approve Task Order 2025-08 with Carollo Engineers, Inc., Orlando, Florida, for Critical Information Technology Infrastructure, pending the Adoption of the FY25 Budget.

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

Attachments:
COI- Expires 07.04.25.pdf
PROPOSAL_Confidential.pdf
TO-CAROLLO 2025-08 -$200,762.94 - UT-SE_Confidential.pdf
AGREEMENT.pdf

V.4 24-505 Approve Task Order 2025-46 with Jacobs Engineering Group (Jacobs) for Program Management Services, Project No. WS1221, and Task Order 2025-45 for Plan Review Services to include Engineering Land Development Review; Pending Approval of the FY2025 Budget

Attachments:
- TO JACOBS 2024-45 $308,500.00 UT-ENGIN.pdf
- Task Order 2025-45 Cocoa Program Plan Review, Permitt Assist, Utility Suppor
- TO JACOBS 2025-46 $698,387.00 - UT-ENGIN.pdf
- Task Order 2025-46 Cocoa Program Management FY 2025 for OR Projects.pdf
- AGREEMENT.pdf
- 1st Amendment to Agreement.pdf
- 2nd AMENDMENT.pdf
- COI - Expires 07.01.2025.pdf

V.5 24-545 To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello. SC.; To Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2025 Budget for Chemicals, pending approval of the FY25 Budget.

Attachments:
- Sole Source with Quote 9.13.2024.docx
- Pre-Approved Confirmation Vendors List.pdf
- Burnett Lime Resolution No. 2024-093 to Waive Competitive Bidding.pdf
- Burnett Lime Co., Inc. COI Exp. 10.01.2024.pdf

V.6 24-547 To Approve the FY25 Renewal of Existing Chemical Supply and Delivery Agreements for Water and Wastewater Treatment with Allied Universal Corp. (Contract B-22-12-COC-B) for the Purchase of Sodium Hypochlorite. To Authorize the City Manager to execute Contract, Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total Estimated FY2025 Adopted Budget for Chemicals, pending approval of the FY25 Budget.

Attachments:
- 1st Amendment to Service Agreement.pdf
- Allied COI Exp. 08.31.2025.pdf
- Allied SLA B-22-12-COC-B.pdf
- Allied E-Verify.pdf

V.7 24-559 Approve Resolution 2024-092 Amending Fiscal Year 2024 Budget, BAF #24-133-A; Requesting settlement authority for the tentative settlement agreement between City of Cocoa Police Officer Benjamin Landis and the City of Cocoa authorizing the payment of the Workers' Compensation settlement.

Sponsors: Director

Attachments: Budget Resolution FY 2024-092 ADA Compliant.docx
BAF 24-133-A-AS-Workers Comp Settlement (9-24-24) Agenda 24-559.pdf

V.8 **24-560** Authorize the City Manager to contract for and issue payment for the renewal of maintenance, licensing, and cloud agreements for a critical infrastructure system utilizing GSA Contract #GS-35F-303DA in an amount not to exceed $95,000 for FY 2025, and further authorize the City Manager to contract for and issue payment for associated future renewal years (with increases up to 6% each subsequent year) for the remainder of the useful life of the critical infrastructure. Pending the Adoption of the FY25 Budget.

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

Attachments: CONFIDENTIAL - Exhibit 1.pdf
GS-35F-303DA Authorization Memo.PDF
GS-35F-303DA-9-29-2023.PDF

V.9 24-563 Resolution to approve official street names for private roads serving Allegra at Cocoa Apartments.

Attachments: Resolution 2024-094 Approving Street Names for Allegra.docx
Exhibit A.pdf

MULTI-YEAR CONTRACTS:

V.10(b) 24-518 Approve a multi-year renewal of United Healthcare Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2025 to December 31, 2025 and payments to eligible retirees for Medicare Part B reimbursement. FY2025 Expenditures are Pending the Adoption of the FY2025 Budget.

Attachments: 2009-150(Amending resolution 2008-133 to include a 100 health ins. premium
091324 - Cocoa - Medicare Advantage Atls Evaluation 2025.pdf

VI. PUBLIC HEARINGS:

VI.1 24-550 Second Reading: Consideration of final adoption of Ordinance 08-2024, a City-initiated Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, of (20) parcels of real property totaling approximately 3.36 acres from City of Cocoa “Commercial” to City of Cocoa “Neighborhood Commercial.”

Attachments:
- Ordinance 08-2024 _ FLU Amendment Cocoa Place.docx
- Exhibit A-Comp Amendment Location.pdf
- Exhibit B- Comp Amendment.pdf
- Legal Ad PZ Cocoa Place Sept 4 affadavit.pdf
- Legal Ad City Council Cocoa Place_Sept 24_affadavit.pdf

VI.2 24-551 Second Reading: Consideration of final adoption of Ordinance 09-2024, a City-initiated Zoning Map Amendment to change the Zoning category of (18) parcels of real property totaling approximately 3.1 acres from City of Cocoa RU-1-7 “Single-Family Residential” to C-N “Neighborhood Commercial”.

Attachments:
- Ordinance 09-2024 Rezoning Cocoa Place.docx
- Exhibit A- Re-Zoning Location.pdf
- Exhibit B- Re-Zoning.pdf
- Legal Ad City Council Cocoa Place_Sept 24_affadavit.pdf

VI.3 24-553 Public Hearing - Conduct the final public hearing for the updated Propose Action Plan for Fiscal Year 2024-2025 and Citizen Participation Plan for submission to HUD; and authorize the Mayor to sign all subsequent certification and agreements. Authorize the City Manager to make adjustments to the FY2025 budget as necessary.

Attachments:
- 2024-2025 Action Plan updated 8-20-24.docx3.docx4.pdf
- CPP - 2024.pdf
- CDBG allocation PY24-FY25.pdf
- HOME allocation 2024.pdf
- CDBG HOME ad final.pdf

VII. COUNCIL BUSINESS:

VII.1 24-570 Consider the reappointments of Mr. Elliott Zimmerman and Mr. Milton Norris Park as members of the Board of Trustees for the Firefighters’ Retirement Plan through September 30, 2028.

Attachments:
- Intent to Reapply Zimmerman.pdf
- Intent to Reapply Park.pdf
- Fire Pension Roster.pdf

VIII. CITY BUSINESS:

IX. INFORMATIONAL AGENDA:

IX.1 24-565 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.

Attachments: Change Orders-CM Authorized August 2024.pdf

Visualization Change Order Authorizations.pdf

IX.2 24-566 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.

Attachments: !! Budget Classification Report Worksheet.pdf

IX.3 24-567 FY 2024 August Budget Adjustment Report

Attachments: Revenue Budget Tracking Worksheet.pdf

Expense Budget Tracking Worksheet.pdf

IX.4 24-573 Bi-weekly Report from September 9 - September 20, 2024.

Attachments: Council bi-weekly report.pdf

IX.5 24-574 Informational Only - The City of Cocoa's Open Board Vacancies.

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

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

Legislation Details (With Text)

File #:	24-572	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/19/2024			**In control:**	City Council
On agenda:	9/24/2024			**Final action:**	
Title:	Approval of the September 24, 2024 Regular City Council Meeting agenda as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-24-2024 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 19, 2024
Agenda Date: September 23, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Approval of the September 24, 2024 Regular City Council Meeting agenda as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the September 24, 2024 Regular City Council Meeting agenda as written or with amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: September 24, 2024
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of September 24, 2024. (24-572).

2. Minutes: (a) Regular Meeting of July 23, 2024. (24-571).

III. Awards and Presentations:

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), 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 three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

This Agenda may be Amended up until or at the Meeting

V. Consent Agenda:

(A) General Consent Items:

1. To Approve Task Order No. 2025-47 to Jacobs Engineering Group, Inc. to Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending Approval of the FY 2025 Budget (24-486). (Utilities Director)

2. To Approve Task Order No. 2025-44 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program; Pending Approval of the FY 2025 Budget. (24-488). (Utilities Director)

3. To Approve Task Order 2025-08 with Carollo Engineers, Inc., Orlando, Florida, for Critical Information Technology Infrastructure. (24-494). (Utilities Director)

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

4. Approve Task Order 2025-46 with Jacobs Engineering Group (Jacobs) for Program Management Services, Project No. WS1221, and Task Order 2025-45 for Plan Review Services to include Engineering Land Development Review; Pending Approval of the FY2025 Budget. (24-505). (Utilities Director)

5. To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello. SC.; To Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2025 Budget for Chemicals, pending approval of the FY25 Budget. (24-545). (Utilities Director)

6. To Approve the FY25 Renewal of Existing Chemical Supply and Delivery Agreements for Water and Wastewater Treatment with Allied Universal Corp. (Contract B-22-12-COC-B) for the Purchase of Sodium Hypochlorite. To Authorize the City Manager to execute Contract, Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total Estimated FY2025 Adopted Budget for Chemicals, pending approval of the FY25 Budget. (24-547). (Utilities Director)

7. Approve Resolution 2024-092 Amending Fiscal Year 2024 Budget, BAF #24-133-A; Requesting settlement authority for the tentative settlement agreement between City of Cocoa Police Officer Benjamin Landis and the City of Cocoa authorizing the payment of the Workers' Compensation settlement. (24-559). (Administrative Services Director)

8. Authorize the City Manager to contract for and issue payment for the renewal of maintenance, licensing, and cloud agreements for a critical infrastructure system utilizing GSA Contract #GS-35F-303DA in an amount not to exceed $95,000 for FY 2025, and further authorize the City Manager to contract for and issue payment for associated future renewal years (with increases up to 6% each subsequent year) for the remainder of the useful life of the critical infrastructure. Pending the Adoption of the FY25 Budget. (24-560). (Chief Technology Officer)

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

9. Resolution to approve official street names for private roads serving Allegra at Cocoa Apartments. (24-563). (City Planner)

(B) Multi-Year Contracts:

10. Approve a multi-year renewal of United Healthcare Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2025 to December 31, 2025 and payments to eligible retirees for Medicare Part B reimbursement. FY2025 Expenditures are Pending the Adoption of the FY2025 Budget. (Administrative Services Director) (24-518). (Administrative Services Director)

VI. Public Hearings:

1. Second Reading: Consideration of final adoption of Ordinance 09-2024, a City-initiated Zoning Map Amendment to change the Zoning category of (18) parcels of real property totaling approximately 3.1 acres from City of Cocoa RU-1-7 "Single-Family Residential" to C-N "Neighborhood Commercial". (24-550). (City Planner)

2. Second Reading: Consideration of final adoption of Ordinance 09-2024, a City-initiated Zoning Map Amendment to change the Zoning category of (18) parcels of real property totaling approximately 3.1 acres from City of Cocoa RU-1-7 "Single-Family Residential" to C-N "Neighborhood Commercial". (24-551). (City Planner)

3. Conduct the final public hearing for the updated Propose Action Plan for Fiscal Year 2024-2025 and Citizen Participation Plan for submission to HUD; and authorize the Mayor to sign all subsequent certification and agreements. Authorize the City

Manager to make adjustments to the FY2025 budget as necessary. (24-553). (Community Services Director)

VII. Council Business:

1. Consider the reappointments of Mr. Elliott Zimmerman and Mr. Milton Norris Park as members of the Board of Trustees for the Firefighters' Retirement Plan through September 30, 2028. (24-570). (Administrative Services Director)

VIII. City Business:

IX. Informational Agenda:

1. 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. (24-565). (Finance Director)

2. Data showing the relation between the estimated and actual income and expenses to date. (24-566). (Finance Director)

3. FY 2024 August Budget Adjustment Report. (24-567). (Finance Director)

4. Bi-weekly Report from September 9 - September 20, 2024. (24-573). (City Manager)

5. Informational Only – The City of Cocoa's Open Board Vacancies. (24-574). (City Clerk)

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

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This Agenda may be Amended up until or at the Meeting

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

(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369D354-4FAB-800A-57D0AEE30153&Mode=MainBody

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submitted at the time the item is added to the agenda. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

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This Agenda may be Amended up until or at the Meeting

Legislation Details (With Text)

File #:	24-571	**Version:**	2	**Name:**	
Type:	Minutes			**Status:**	Agenda Ready
File created:	9/19/2024			**In control:**	City Council
On agenda:	9/24/2024			**Final action:**	
Title:	Approval of the July 23, 2024 Regular City Council meeting minutes as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	07-23-2024 Minutes ADA.pdf Exhibit A - 2025 TRIM Presentation 7-23-24 Final 1.pdf Voting Form 8B - Mayor Blake.pdf Voting Form 8B - Councilwoman Koss.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 19, 2024
Agenda Date: September 24, 2024
Prepared By: Monica Arsenault, City Clerk
Through:
Requested Action:
Approval of the July 23, 2024 Regular City Council meeting minutes as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the July 23, 2024 Regular City Council meeting minutes as written or with amendments.

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MINUTES
City of Cocoa
Regular Meeting of The City Council

July 23, 2024

A Regular City Council Meeting was held on Tuesday, July 23, 2024, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

Councilmember Barringer provided the invocation and Kathy Hamilton Brown led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Matthew Barringer	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Monica Arsenault	City Clerk

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Abby Morgan, Public Works Director; Rebecca Bowman, Finance Director; Lora Howell, Deputy Finance Director; Dara Hennessey, Deputy Fire Chief; Charlene Neuterman, Community Services Director; Evander Collier, Police Chief; Jack Walsh, Utilities Director; Tammy Gemmati, Administrative Services Director; Robert Beach, Chief Technology Officer; Mitch Lawyer, Systems and Support

Manager; Corbin Gilbert, Help Desk Support Tech; Tiffany Bonadio, Fire Admin Coordinator; and Alyssa Backer, HR Coordinator.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of July 23, 2024. (24-411).

*** MOTION by Mayor Blake; Seconded by Councilmember Goins to approve the agenda for the Regular meeting of July 23, 2024 with an amendment to add Council Business VII.5, naming the Cocoa Conservation Hiking Trail after Gregg Stoll, City Business VIII.4, to negotiate a multi-year contract with Truist Bank, and City Business VIII.5, to apply for two water quality grant programs.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: (a) Regular City Council Meeting Minutes of May 14, 2024 (24-402).
(b) Regular City Council Meeting Minutes of May 28, 2024. (24-403).

*** MOTION by Councilmember Goins; Seconded by Mayor Blake to approve the minutes for the Regular City Council meetings of May 14, 2024 and May 28, 2024 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Presentation of the City of Cocoa's 2024 "Cocoa Works" Summer Youth Employment Program. (24-394). (Administrative Services Director)

Ms. Gemmati talked about the Cocoa Works Summer Youth Employment Program and Ms. Backer presented each intern with a graduation certificate for completion of the program.

~~2. Cocoa High School's Tiger Pride Awards presented by Cocoa High School's Principal, Denise Stewart. (24-373). (Cocoa High School Principal)~~

3. Brevard Schools Foundation Presentation of the City of Cocoa Jump Start Scholarship recipient. (24-393). (Administrative Services Director)

Nina Moser, Director of Development at Brevard Schools Foundation, presented Joshua Brown with the City of Cocoa Jump Start Scholarship recipient.

4. Sister City Presentation. (24-408). (Mayor Blake)

Diana Watson, of the Sister City program, read a letter from Shmuel Greenberg, Mayor of Beit Shemesh into the record. Mr. Greenberg introduced himself and talked about the importance of the strong partnership with the City of Cocoa. He shared that he would like to meet face to face and discuss ways in which to further strengthen the alliance between the two cities.

IV. Delegations:

JB Dennis, 3710 Catalina Dr., Cocoa, shared he is advocating for the homeless. He believes that the current Cocoa Council does not care about the homeless and he will be out in the community encouraging the public not to vote them back into office.

In response, Councilmember Barringer noted that he shared a plan to address the homelessness issue at the last meeting.

Katie Delaney, County resident, thanked Councilmember Barringer for his service and for stepping up for his community. Additionally, the last time that she came to a meeting she asked that election and campaign information be added to the City's website for transparency. She also asked that citizens have a say in who is selected to serve the remainder of Councilmember Barringer's term.

Kristin Lortie, 5524 Brilliance Cir., Cocoa, reiterated Ms. Delaney's sentiments and asked that election information be added to the City's website. She has looked at other surrounding cities' websites and found that they are more transparent in sharing their election information. She would like to see this information included on the City's website, social media or the FYI newsletter.

Furthermore, she talked about the Clearlake Road project and while she understands it is an FDOT project she would like to know what the city could have done to make this better.

In response, Councilmember Koss shared that Clearlake Road is a dangerous by design road and there have been fatalities there. She understands that people are upset with the project and you have to be very attentive while driving along that road. The construction will continue for about another year but she is confident that

when it is complete, it will save lives. It will ensure that people slow down and stop speeding.

Heather Barringer, 1016 Gray Road, Cocoa, shared that she has watched her husband for many years and knows that he has always made decisions with a big heart and for the betterment of the community.

With that being said, she hopes that Council will consider some of the things that he has said regarding Cocoa's school ratings. A C rated school means that two thirds of the students are unable to read. She implored Council to hold the proper people accountable for the jobs that they were selected to do.

V. Consent Agenda:

(A) General Consent Items:

1. Announcement of Mayor Blake, Deputy Mayor Hearn, Councilmember Goins and Councilmember Koss to Attend the Florida League of Cities Annual Conference from August 14, 2024 - August 18, 2024. (24-383). (Administrative Services Director)

2. Approve a Resolution to Waive Competitive Bidding for the purchase of Six (6) Police vehicles & associated equipment; Approve a Resolution Amending the FY-2024 Budget, BAF#24-110-T1 (AFBP21 $122,000) and T2 (AR24PV $244,000). Approve Budget Transfer, Authorize City Manager to execute Purchase Order for the purchase of vehicles & equipment. (24-397). (Public Works Director)

3. Authorize City Manager to execute a Change Order to PO # 81307 in the amount of $23,000 due to an increase in price of JET-VAC 900-12 Yard Truck Mounted Combination Sewer Jet Vacuum Sewer Cleaner. (24-398). (Public Works Director)

4. Approve a Resolution Amending FY- 2024 Budget, BAF#24-111-T transferring Funds through the reallocation of CSLFRF monies ($39,987) for purchase of a Hamm 40" Double Drum Road Roller Vibrator from Dobbs Equipment of Palm Bay Florida. (24-399). (Public Works Director)

(B) Multi-Year Contracts:

5. To Approve a Multi-Year Task Order 2024-07 with Mead & Hunt, Inc. for Engineering Services for the Design, Permitting and Services to Replace the

Day Dock Facility and RipRap Revetment at Lee Wenner Park. (24-335). (Public Works Director)

6. Approve the multi-year contractual service agreement for three years effective10/1/24 (FY25) to assign Dr. Larissa S. Dudley for the City's Emergency Medical Service system to undertake the duties and responsibilities of the Medical Director, pending the Adoption of the FY25 Budget. (24-400). (Fire Chief)

7. Request approval of a multi-year contract for information technology critical infrastructure from 7/23/24 to 7/23/29 in the amount of $276,000 and approval of BAF # 24-112-T-IT-********** to provide adequate funding in FY24 for the contract costs. (24-386). (Finance Director)

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

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Approve the first reading of Ordinance 10-2024 providing for the Cocoa Ad Valorem Tax Abatement Program Extension to appear on the referendum ballot extending the program for an additional ten (10) years. (24-387). (Director of Comm. & Economic Development)

City Attorney Garganese announced that this is the First Reading and read the title into the record as follows:

Ordinance 10-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; PROVIDING FOR A REFERENDUM ELECTION AND BALLOT LANGUAGE FOR THE NOVEMBER 5, 2024 ELECTION OR AN ELECTION SCHEDULED THEREAFTER PROVIDING FOR AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION PURSUANT TO SECTION 196.1995, FLORIDA STATUTES; PROVIDING FOR COORDINATION WITH THE SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY, AND AN EFFECTIVE DATE.

Councilmember Koss inquired about the total value of the abatement for Walmart. In response, City Manager Whitten shared that it is generally $300,000 or so per

year which would total somewhere between $1.6 and $1.9 million over the course of five years.

Councilmember Koss explained that this is a tool that can be used at their discretion. In this case, she will support it but she will be resistant in using it unless it presents the City with an advantage that they wouldn't have otherwise.

Ms. Lortie talked about the discussion that was held at the County meeting, particularly the comments made by Commissioner Tobias. She is not supporting or opposing it, but as a citizen she finds the discussion helpful, especially when voters will be voting on it and they should be educated.

* **MOTION by Councilmember Goins; Seconded by Mayor Blake to approve Ordinance 10-2024 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Second Reading of a Land Development Code Text Amendment to Appendix A, Article XI, Section 19 of the Code of Ordinances of the City of Cocoa to add truck parking facilities to the list of permitted uses in the M-2 zoning district and to provide a definition of truck parking facilities. (Planning Consultant)

City Attorney Garganese announced that this is the Second and Final Reading of Ordinance 07- 2024. He read the title into the record as follows:

Ordinance No. 07-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA TO ADD TRUCK PARKING FACILITIES TO THE LIST OF PERMITTED USES IN THE M-2 ZONING DISTRICT; PROVIDING A DEFINITION OF TRUCK PARKING FACILITIES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Attorney Garganese shared that there have been a few changes made since the First Reading and asked Mr. Patrick Murray from RVi Consulting to elaborate on those changes.

Mr. Murray shared that since the last meeting, the applicant had requested a slight change to the landscaping requirements and it was added that landscape shall be

designed and placed in a manner which will not impair vehicle visibility at the corners of intersections or ingress and egress of drives.

Mayor Blake opened the Hearing to the public.

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

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn to approve Ordinance 07-2024 on Second and Final Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial. (Planning Consultant) (24-410). (Planning Consultant)

Mayor Blake opened the Hearing to the public.

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

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Hearn to postpone the item to the October 8, 2024 Regular City Council meeting at 6pm at Cocoa City Hall.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Provide direction on the District 4 Brevard County Parks and Recreation Interlocal Agreement. (24-325). (Public Works Director)

City Manager Whitten shared that the city has been going back and forth with the County for many years over this. Our agreement with them expired back in 2011.

On April 24, 2024, Brevard Board of County Commissioners approved direction to staff regarding the proposed Interlocal Agreement with the City of Cocoa for the operation and maintenance of Cocoa parks with the following options: 1) Present the proposed Interlocal Agreement to the City of Cocoa as is for their approval by October 1, 2024. 2) If the City does not approve the Interlocal Agreement by July 31, 2024, the County will notify the City that it will cease to maintain the City of Cocoa Parks on October 1, 2024, at the beginning of the fiscal year.

Staff is requesting approval of the Interlocal Agreement; however, the City of Cocoa is proposing to take over operations of Cocoa Manor, Carl Anderson and Gilmore Parks.

Ms. Lortie shared that she watched the budget meeting on July 10, 2024. She shared some of the comments made by Commissioner Goodson at the County meeting. She was unable to advocate on Cocoa's behalf because she has concerns as well. She feels that there is a lack of citizen input, particularly in the District 4 parks budget.

Councilmember Goins shared that he does not like this agreement at all. He is disturbed that certain Commissioners will make comments about something they don't know much about. They don't visit the parks regularly and they don't have enough respect to reach out to our administration to have a conversation. While he doesn't like the contract, he understands the necessity of it due to financial restraints. He feels that the parks should be a shared responsibility because it isn't just Cocoa residents that use the parks, they are utilized by residents from all over.

City Manager Whitten shared that one of the pros about the agreement is that there is a standard level of service that the County will be responsible for. Staff will have to make periodic checks at the parks to make sure that those levels of service are being maintained. He provided further clarification to comments made by citizens and Council.

Councilmember Barringer shared that he received a lot of feedback about the splashpad at Junny Rios park which is why he suggested nixing the project. He also requested that all of Council consider making a budget cut from their District Parks to make it fair and equitable and use those funds for something else.

Councilmember Barringer spoke in regard to language in Section 4 of the agreement that he feels is outdated. Under the current language, it discriminates against the transgender community and he has concerns on how the city would address that, particularly when it comes to the utilization of restrooms. In response, Attorney Garganese provided a point of clarification and shared that he does not believe the intent of the language written in the agreement is there to discriminate against any individual.

*** MOTION by Mayor Blake; Seconded by Councilmember Barringer to approve the District 4 Brevard County Parks and Recreation Interlocal Agreement.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Koss

NAYES: Goins

THE MOTION CARRIED (4-1)

2. Brightline Update. (24-416). (City Manager)

City Manager Whitten provided a background on the Brightline project. He also shared that he, along with Mayor Blake will be traveling to Washington D.C. for meetings related to this project.

Ryan Seacrist, RVi Consulting, provided a presentation on the Brightline project and the proposal of releasing the conservation easement by the subject property in order to develop mixed-use development.

Mayor Blake thanked Mr. Seacrist for the effort RVi put into this presentation. He feels that if we build it, people will come and is supportive of a project that will provide jobs and a way of life for people who want to establish their lives here.

Deputy Mayor Hearn asked if there is any way to install a protected walkway next to the rails that could connect to Dixon Boulevard. He has seen this done in other projects and would be highly supportive of an idea that could provide connectivity within the community.

Councilmember Barringer suggested an honorary naming of the roundabout to Congressman Bill Posey. He has been instrumental in supporting this project and he thinks it would be appropriate to honor him in this way.

Additionally, he would like Council to consider naming the park after Commissioner Tom Goodson for his service to the community as well.

City Manager Whitten shared that about three weeks ago he and the Mayor had a meeting with members of the Port to have discussions on how they can take part in this project as well.

Ms. Lortie shared that she is disappointed that there is a lack of public participation and a lot of information was not included in the agenda item. This is a high-profile project and would like more transparency and public participation in this conceptual plan.

City Manager Whitten shared that this is Council's first time seeing the conceptual plan and it will not be traveling to Washington to be presented. It will go through the proper process that allows for public input and this is not being approved tonight.

Additionally, this is the first time in four years he has traveled for business and he, along with the Mayor will be meeting with agency heads to discuss the project and wished to clarify that nothing nefarious will be happening.

Gregg Stoll, shared that first and foremost he is a big Brightline fan. His concern is with the conservation area on the proposed park parcel of the project. He would like to inquire as to why that would need to be removed and would like to see it remain. In response, City Manager Whitten clarified the location of the conservation easements.

* **MOTION by Councilmember Goins; Seconded by Mayor Blake to move forward with the conceptual plan.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Goins; Seconded by Councilmember Koss to approve the travel of City Manager Whitten and Mayor Blake to go to Washington D.C. on July 30th and 31st to advocate for grant funding.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve Resolution No. 2024-069 recognizing the resignation of Councilman Matthew Barringer and declaring a vacancy in Seat 3 of the City Council effective July 31, 2024. Take whatever action the City Council deems legally necessary to fill the Seat (District) 3 vacancy on the City Council pursuant to Article III, Section 10 (a) of the City Charter. (24-417). (City Manager)

City Manager Whitten explained that at this time, the City Council is working under a tight time frame per the City Charter. Generally, the City Council has the following two options for appointing a duly qualified person to fill the vacancy and serve as a Seat 3 City Councilmember:

1. The City Council can take a less structured approach and leave it up to each City Councilmember to nominate one or more duly qualified persons for consideration by the City Council. Again, the nominations must occur at either the August 13th or August 27th, 2024 meeting, or

2. The City Council can take a more structured approach and require that a public notice be published in various places advising interested candidates to file an application for serving in the District 3 seat by 12:00 P.M., Tuesday, August 6, 2024. Candidate application packages that are timely submitted to the Office of the City Clerk will be reviewed to determine whether the person is qualified to serve in Seat 3.

Deputy Mayor Hearn thanked Councilmember Barringer for his service and has learned a lot from him and appreciates the perspective he has brought to the Council. Additionally, he is in support of option 2.

Ms. Lortie thanked Councilmember Barringer for his service and appreciates his willingness of dialogue with her. She would have liked to see more transparency about his resignation and noted that this item was not posted to the agenda until yesterday. She is not in favor of Council appointing someone to the seat and would like to wait until the election to allow the voters to elect someone to fill the seat.

If Council should decide to appoint someone to fill the seat, she suggested Patricia Weeks who is a candidate already for District 3.

Councilmember Goins wished to point out that Councilmember Barringer extended his stay on Council until July 31st to publicly announce his resignation at this Council meeting.

Councilmember Goins stated that he agrees with Deputy Mayor Hearn to select option 2. He asked since qualifications ends August 20th, if Council could lock in the August 27th Council meeting to appoint someone to the position so they can see who has qualified for the District 3 seat.

In response, City Attorney Garganese provided clarification as to what is being asked and noted that if that is what Council decided, they would be limiting themselves to one meeting to try and appoint someone.

Councilmember Koss shared her concerns but agreed with Councilmember Goins. She added that there is already a candidate who is enthusiastic to serve and has been campaigning which has put her in contact with citizens.

Councilmember Barringer shared that he will always air to the side of democracy. In his opinion, he thinks waiting until after the qualification period might be smart.

City Attorney Garganese provided further clarification about the requirements of the Charter.

* **MOTION by Councilmember Barringer; Seconded by Councilmember Goins to approve Resolution No. 2024-069 recognizing the resignation of Councilman Matthew Barringer and declaring a vacancy in Seat 3 of the City Council effective July 31, 2024 and to select August 27th as the Council meeting date to appoint a replacement to fulfill Councilmember Barringer's remaining term. August 16th will be the deadline for applications and this will be advertised appropriately.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Authorize the City Manager to publish RFP# P24-XX-COC, in accordance with the Community Redevelopment Act of 1969, to solicit proposals for the purchase and redevelopment of real property currently owned by the City of Cocoa, and located at 915 Florida Avenue within the Cocoa Redevelopment Area. (24-407). (Community Services Director)

Mayor Blake recused[1] himself from this item.

City Manager Whitten explained that this is an almost 5-acre piece of property, formally known as 915 Florida Avenue. This is a request to put out a request for proposals to the marketplace and on the street for mixed-use development.

* **MOTION by Councilmember Barringer; Seconded by Deputy Mayor Hearn to authorize the City Manager to publish RFP# P24-XX-COC, in accordance with the Community Redevelopment Act of 1969, to solicit proposals for the purchase and redevelopment of real property currently owned by the City of Cocoa, and located at 915 Florida Avenue within the Cocoa Redevelopment Area.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss[2]

THE MOTION CARRIED UNANIMOUSLY (5-0)

[1] Voting Form 8B – Conflict of Interest
[2] A 10 minute recess was taken from 9:12pm to 9:22pm

5. Approve Resolution 2024-070 renaming the Cocoa Conservation Area Hiking Trail to Gregg Stoll Conservation Area Hiking Trail. (24-418). (Administrative Services Director) **Walk-on Item.**

Councilmember Barringer spoke about Mr. Gregg Stoll and his dedication and willingness to volunteer large amounts of his time to the Cocoa community and added that this naming is well deserved. He thanked him for all that he does and will continue to do.

* **MOTION by Councilmember Barringer; Seconded by Mayor Blake to approve Resolution 2024-070 renaming the Cocoa Conservation Area Hiking Trail to the Gregg Stoll Conservation Area Hiking Trail.**

Mr. Stoll thanked the Council. He talked about the gopher tortoises and the conservation area. With all of the good development, he would like Council to hold onto the gems that they already have.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Council Approval of the First Amendment to Interlocal Agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services. (24-249). (Police Chief)

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve an Agreement for Water Meter and Meter Reading Equipment Purchases with Ferguson Enterprises LLC., Authorize the City Manager to approve Purchase Orders for Ferguson Enterprises LLC. for up to $1,900,000 and Request Council approval of a Resolution to Waive Competitive Bid with Ferguson Enterprises LLC for the purchase of Neptune water meters and other ancillary hardware required to support meter operations upon the adoption of the FY25 Budget. (24-364). (Finance Director)

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve Resolution No. 2024-063, Establishing the Rolled-Back Rate, approve a Proposed Millage Rate for the Purposes of Notification to the Taxpayers by the Brevard County Property Appraiser and set the date, time, and place for the first Public Hearing to consider the FY2025 Budget. It is also recommended for the City Manager to be instructed to complete the Florida Department of Revenue's Certifications of Taxable Value, Forms DR-420. (24-401). (Finance Director)

Ms. Bowman provided a presentation[3] on the millage rate and discussed the roll back rate and the FY25 TRIM rate options.

Ms. Lortie pointed out that the County's millage rate is so close to the rolled back rate that they don't have to send out TRIM notices. She asked why Cocoa doesn't consider doing the same thing.

City Manager Whitten wished to clarify that regardless of how close the millage rate is to the rolled back rate, all entities are required by State Statute to send out TRIM notices.

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn to approve Resolution No. 2024-063, Establishing the Rolled-Back Rate of 6.3761, approve a Proposed Millage Rate of 6.9532 and for the first Public Hearing to consider the FY2025 Budget to be held on Tuesday, September 3rd at 6:00pm at Cocoa City Hall.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve the City Manager to negotiate a multi-year contract for banking services with Truist Bank piggy-backing off the Brevard County Clerk of Circuit Court contract RFP1-23-01 and authorize the City Manager to sign all the necessary

[3] Exhibit A: Finance Presentation

documents to change the piggyback contract. (24-419). (Finance Director) **Walk-on Item.**

Ms. Bowman provided a brief background on the item.

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Ms. Lortie wished to point out that this was a last-minute item and the public did not have a reasonable amount of time to read the backup documentation.

City Manager Whitten explained that Ms. Bowman met with the bankers last week and felt that this item deserved a walk-on because it allowed the City to start earning additional interest on funds immediately.

5. Council Approval of Grant Application for Fiscal Year 2024-2025 Water Quality Improvements Grant and Indian River Lagoon Water Quality Improvements Grant Programs for the Indian River Drive Septic to Sewer Conversion. (24-421). (City Manager) **Walk-on Item.**

City Manager Whitten explained that staff is still chasing dollars to try and fund the J & K Septic to Sewer project. Staff is looking for direction to apply for two water quality grants.

Mr. Walsh asked for clarification as to the purpose of applying for the grants without direction on how staff will be proceeding with the project either way.

Councilmember Koss shared that she will be recusing[4] herself from voting because she lives in the area that the project is being proposed for and the area that the funds will be used for if they are granted. With that being said, she talked about a meeting she attended regarding the Indian River Lagoon and shared what she learned about the grants and upcoming deadlines.

City Manager Whitten read a memo provided by Brevard County and provided clarification that there is a 24-month period in which funds would need to be obtained or the City would need to reimburse the County. He pointed out that there

[4] Voting Form 8B – Conflict of Interest

is no need for the City to reimburse the County at this time as no funds have been obtained.

Councilmember Koss explained that she would just like to apply for the grants to see if the funding would be allotted and make a decision from there.

Councilmember Barringer shared that he is in favor of moving forward with advanced septic across the BMAP area so that we are including everyone who faces the same issue and not just the J and K area. This is something that is achievable and can be done within the next five years.

* **MOTION by Councilmember Barringer; Seconded by Councilmember Goins to direct staff to move forward with advanced septic across the BMAP area.**

Ms. Lortie reiterated that there is no public input on this item and stands for transparency. She thinks Council should consider trying to apply for the grants as it won't hurt to try but if they are going to make any other decision they should allow citizens the opportunity to provide input on something they will be stakeholders in.

THE VOTE ON THE MOTION WAS:

AYES: Barringer, Goins

NAYES: Blake, Hearn

THE MOTION DIED (2-2)

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins to go out for grants to try and secure funding for either project.**

THE VOTE ON THE MOTION WAS:

AYES: Hearn, Goins

NAYES: Blake, Barringer

THE MOTION DIED (2-2)

* **MOTION by Mayor Blake; Seconded by Councilmember Barringer to extend the Council meeting for thirty minutes.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. Informational Agenda:

1. 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. (24-358). (Finance Director)
2. Data showing the relation between the estimated and actual income and expenses to date. (24-359). (Finance Director)

3. FY 2024 June Budget Adjustment Report. (24-360). (Finance Director)

4. FY 2024 May Budget Adjustment Report. (24-361). (Finance Director)

5. Bi-weekly Report from July 8 - July 19, 2024. (24-404). (City Manager)

6. Informational Only – The City of Cocoa's Open Board Vacancies. (24-413). (City Clerk)

X. Reports:

Gregg Stoll provided an update on behalf of Space Coast TPO.

Ms. Senger shared a back-to-school drive event coming up the Cocoa Walmart on July 27, 2024 from 9am-2pm. The distribution event will be at Provost Park on August 2, 2024 from 2-5pm and free haircuts will be given as well.

Councilmember Goins thanked Councilmember Barringer for his service to the City and he appreciates everything that he has contributed while he has been a part of the Council.

Additionally, he asked that the speed bump policy be brought back to Council at a future meeting.

Deputy Mayor Hearn shared several photos from recent events he attended.

Mayor Blake applauded Councilmember Barringer for his time served on Council and understands and respects that he has to move on to take care of his family and put them first. He noted that he will be deeply missed.

Additionally, he shared several photos from events he recently attended.

Councilmember Barringer shared some photos of Cocoa residents. He talked about District 3 being the industrial engine of the City and talked about the industrial park. He also spoke briefly about tree mitigation in the industrial park area.

Councilmember Barringer talked about Veterans support and the VA health care income limits. He asked Council to consider sending a letter to Congressman Posey to address these issues.

Lastly, he shared that his resignation is just as a much a shock to him as it was to everyone else. He appreciates everyone for their support and leadership.

He wished to clarify a lie that has been told that he resigned as a sneaky plot to let someone else into the seat. He cautioned everyone to know their neighbor.

He thanked staff and Council and noted it has been a privilege to work with everyone.

XI. Adjournment:

*** MOTION by Councilmember Barringer; Seconded by Mayor Blake, to adjourn the Regular meeting of July 23, 2024.**

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 11:20 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, City Clerk

COCOA

Truth In Millage (TRIM) Presentation

Regular City Council Meeting July 23, 2024



Objectives

COCOA
FLORIDA

- Approve a resolution establishing the Rolled-Back Rate

- Adopt a Proposed Millage Rate - To comply with FS 200.065, the City must establish a proposed millage rate by August 4th (within 35 days of valuation, per TRIM Compliance Process) for the 2025 Fiscal Year. Minimum Requirement – 3 of 5 Votes

- Set 1st Public Hearing – September 3, 2024, at 6:00P.M., City of Cocoa City Hall, Council Chambers (65 Stone Street, Cocoa, Florida). Advertised in the TRIM Notice, mailed to the taxpayer in August.

Historical Review
Ad Valorem Tax Base

COCOA
FLORIDA

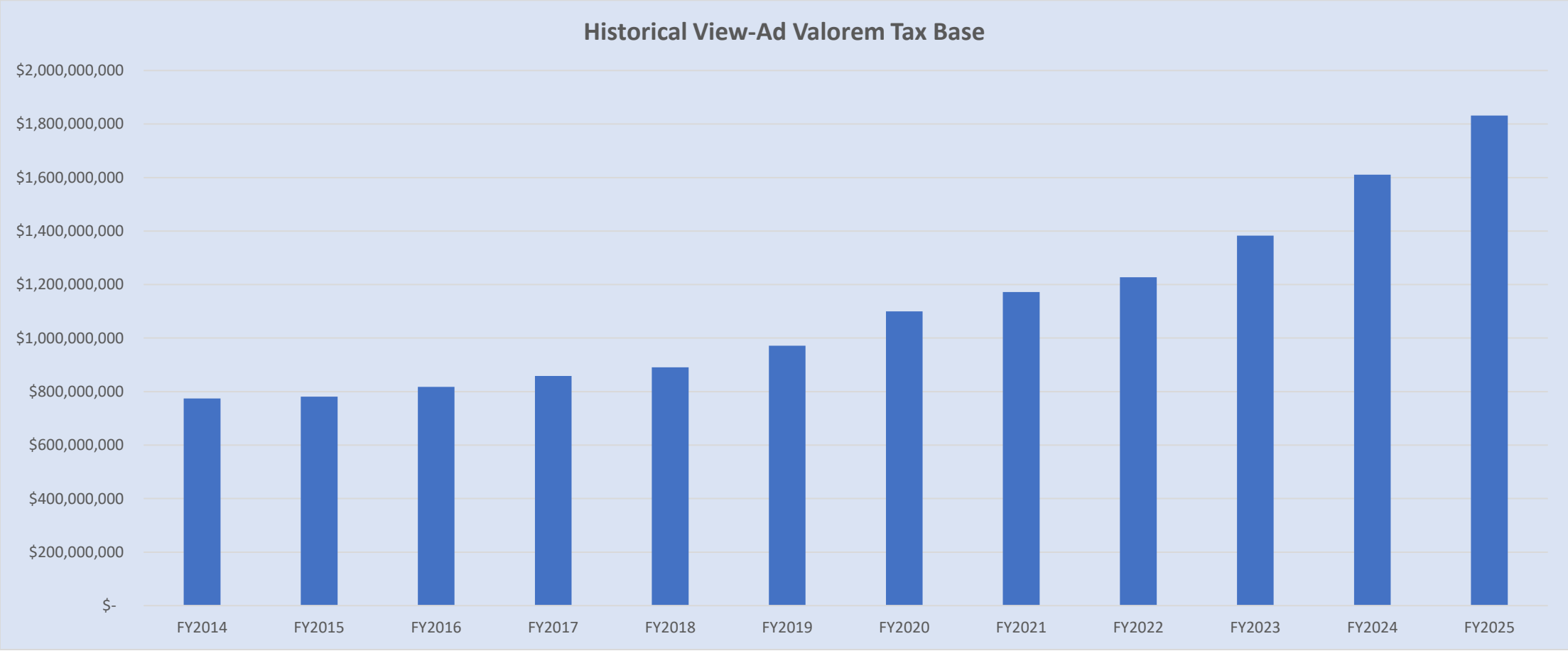
Fiscal Year	Valuation	% of Change
FY2014	$773,867,625	0.4%
FY2015	$780,867,676	0.9%
FY2016	$817,760,975	4.7%
FY2017	$858,558,414	5.0%
FY2018	$890,566,389	3.5%
FY2019	$971,766,039	8.8%
FY2020	$1,099,762,247	13.2%
FY2021	$1,172,021,718	6.6%
FY2022	$1,227,524,954	4.3%
FY2023	$1,383,126,527	12.1%
FY2024	$1,619,004,268	16.5%
FY2025	$1,832,038,544	13.2%

New Construction - $67,659,198
3.69% of the Total Valuation

FY2014-FY2024 is based on the Final Taxable Value.

Historical Review
Ad Valorem Tax Base

COCOA
FLORIDA



FY2014-FY2024 Based on the Final Taxable Value.

Historical Review of Millage and Ad Valorem Revenue

COCOA
FLORIDA

Fiscal Year	Valuation	Millage	Budgeted Ad Valorem Revenue @ 95%	Revenue Variance from Previous Year	% of Change
FY2015	$780,867,676	5.9790	$4,275,054	$39,927	0.9%
FY2016	$817,760,975	5.9790	$4,454,795	$179,741	4.2%
FY2017	$858,558,414	5.9790	$4,768,944	$314,149	7.1%
FY2018	$890,566,389	5.9790	$4,947,188	$178,244	3.7%
FY2019	$971,766,039	5.9790	$5,496,736	$549,548	11.1%
FY2020	$1,099,762,247	5.9790	$6,216,058	$719,321	13.1%
FY2021	$1,172,021,718	5.9790	$6,468,872	$410,846	6.6%
FY2022	$1,227,524,954	6.4532	$7,649,355	$1,180,483	18.2%
FY2023	$1,383,126,527	6.4532	$8,479,312	$789,215	10.3%
FY2024	$1,611,076,706	6.9532	$10,642,032	$2,162,720	25.5%
FY2025	$1,832,038,544	6.9532	$12,101,604	$1,459,572	14%

*FY2015-FY2024 Final Valuations

FY2025 TRIM Rate Options

COCOA
FLORIDA

	Taxable Value	Rate	Gross Tax Revenue	Tax Revenue @ 95%	FY2024-FY2025 Revenue Variance
FY2024 Final Gross Taxable Value	$1,611,076,706	6.9532	$11,202,139	$10,642,032	
FY 2025 Millage Options					
Proposed Tentative Rate	$1,832,038,544	6.9532	$12,738,530	$12,101,604	$1,459,572
Rolled-back Rate	$1,832,038,544	6.3761	$11,681,261	$11,097,198	$455,166
Unanimous Vote or Referendum	$1,832,038,544	10.000	$18,320,385	$17,404,366	$6,762,334

Proposed Rate



City Council may adopt any rate up to 10 mills. Certified Gross Taxable Value $1,832,038,544 / Certified New Construction Taxable Value $67,659,198

Reduction to Ad Valorem Due to Required TIF Payments to the CRAs from the General Fund

COCOA
FLORIDA

CRA	Millage 6.9532 FY2024 Current Adopted Rate	Millage 6.9532 FY2025 Current Proposed Rate @95%	Difference Between FY2024 and FY2025 @ Proposed Millage		Millage 6.3761 FY2025 Valuation at the Rolled-Back Rate @95%	Difference Between FY2025 Proposed Millage and the Rolled-Back Rate
Cocoa	$1,213,806	$1,301,579	**$87,773**		$1,193,551	**($108,028)**
Diamond Square	$328,499	$372,242	**$43,743**		$342,450	**($29,792)**
Total to CRAs	$1,542,305	$1,673,821	**$131,516**		$1,536,000	**($137,821)**

FY2025 Comparative City Rates

COCOA
FLORIDA

Ranking	Municipality	Current	Rolled-Back	Proposed	Ad Valorem Taxes
1	Satellite Beach	8.1312	7.5611	7.999	$12,375,316
2	Palm Bay	7.0171	6.5627	7.0171	$57,843,164
3	**Cocoa**	**6.9532**	**6.3761**	**6.9532**	**$12,031,515**
4	Titusville	6.7945	6.3536	6.5817	$22,211,989
5	Melbourne	TBD	TBD	TBD	TBD
6	Cocoa Beach	6.1644	5.6945	TBD	TBD
7	Indialantic	5.9810	5.5951	5.9999	$3,923,920
8	Rockledge	TBD	TBD	TBD	TBD
9	Indian Harbor Beach	5.5499	5.1745	5.5168	$7,845,532
10	Melbourne Beach	4.5700	4.2798	4.5700	$2,978,376

City of Cocoa's FY 2025 Proposed Tentative Millage Rate is the same as 2024. Note: Ranking is established using the Proposed Rate (As of 7-23-24) and a number of Cities have not yet responded as of 7/23/24.

FY2025 Proposed Tentative Rate & 1St Public Hearing

COCOA
FLORIDA

	*Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%
Current FY 2024 Millage Rate	$1,611,076,706	6.9532	$11,202,139	$10,642,032
Proposed Tentative Millage Rate	$1,832,038,544	6.9532	$12,738,530	$12,101,604
FY2025 Revenue Difference			$1,536,381	$1,459,572

1St Public Hearing – September 3, 2024, at 6:00 P.M. at Cocoa City Hall

*At Adoption

Examples of what this means to the Single-Family Property Owner

COCOA
FLORIDA

	Assessed Valuation	FY 2024 Millage 6.9532	*Assessed Valuation With 3% Increase	FY 2025 Proposed 6.9532	Annual Increase Between FY2024-FY2025
Single Family Residence	$100,000		$103,000		
Less Homestead	($50,000)		($50,000)		
= Taxable Value	$50,000	$330	*$53,000	$369	**$39**
Single Family Residence	$150,000		$154,500		
Less Homestead	($50,000)		($50,000)		
= Taxable Value	$100,000	$695	$104,500	$727	**$32**

*A Single-Family Property with the Assessed Value of $100,000 in FY2024, would see an increase in the Assessed Value in FY2025 of $3,000 (3% Save Our Homes Cap). If the Property Owner had both Homestead Exemptions totaling $50,000, the property would be assessed at $53,000 x 6.9532 = $369 Cocoa Taxes.

Examples of what this means to the Single-Family Property Owner

COCOA
FLORIDA

	Assessed Valuation	FY 2024 Millage 6.9532	*Assessed Valuation With 3% Increase	FY 2025 Proposed 6.9532	Annual Increase Between FY2024-FY2025
Single Family Residence	$200,000		$156,000		
Less Homestead	($50,000)		($50,000)		
= Taxable Value	$150,000	$1,043	*$156,000	$1,085	**$42**
Single Family Residence	$300,000		$309,000		
Less Homestead	($50,000)		($50,000)		
= Taxable Value	$250,000	$1,738	$259,000	$1,800	**$62**

*A Single-Family Property with the Assessed Value of $200,000 in FY2024, would see an increase in the Assessed Value in FY2025 of $6,000 (3% Save Our Homes Cap). If the property owner had both Homestead Exemptions totaling $50,000, the property would be assessed at $156,000 x 6.9532 = $1,085 Cocoa Taxes.

FY2025 Tentative Proposed Budget



COCOA
FLORIDA

FY 2025 General Fund Revenue by Funding Source

COCOA
FLORIDA

Funding Source	FY 2025 Recommended Budget	% of FY 2025 Budget
Other Non-Revenue (Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)	$20,685,543	38%
Taxes (Ad Valorem, UST and CST)	$15,912,604	29%
Charges for Service (Water Billing Services, Garbage Collection Services, Allocation for Services and Culture/Recreation Fees)	$7,888,773	15%
Other Permits & Fees (Franchise Fees, Fire Assessment, and Planning & Zoning Fees)	$5,744,539	11%
Intergovernmental (Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues)	$2,997,819	6%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.)	$1,133,284	2%
Fines and Forfeitures (County civil court)	$15,000	0%
Total FY 2025 Revenue by Funding Source	**$54,377,562**	**100%**

FY 2025 Proposed Ad Valorem Tax Revenue of $12,101,604, is 22% of the total General Fund Revenue Sources.

FY 2025 General Fund Capital by Funding Source

COCOA
FLORIDA

Funding Source	FY 2024	FY 2025	Change
Fund Balance	$1,038,040	$0	($1,038,040)
Recurring Revenue	$830,877	$1,375,000	$544,123
Debt	0	$2,150,698	$2,150,698
Total FY 2025 Capital by Funding Source	**$1,868,917**	**$3,525,698**	**$1,656,781**

FY 2025 Capital –DEBT Funding Source:
Fire Engine Apparatus- $1,120,000
Police Radios (Mobile) - $405,551
Police Radios (Portable) - $192,652
PW Flat Bed Truck - $126,000
PW Kubota Grapple - $72,000
PW-Replacement Vehicle (#117) - $67,000
Police Vehicle (1) - $65,000
PW Replacement Vehicle (#136) - $48,000
CH Pooled Vehicle - $39,495
PW Mower - $15,000 **Total Capital Funded By Debt :$2,150,698**

FY 2025 Capital – Recurring Revenue Funding Source:
Annual Paving - $380,000
RR Crossing Grant Match- $120,000
Range Road Full Depth- $550,000
Brevard County Contract Requirement - $250,000
IT Equipment - $75,000
Total Capital Funded By Revenue: $1,375,000

FY 2025 Water/Sewer Fund Revenue by Funding Source

COCOA
FLORIDA

Funding Source	FY 2025 Budget	% of FY 2025 Budget
Charges for Service (Water, Sewer and Reuse Sales, Connection Fees, Hydrant Fees, Fireline Fees, Backflow Device Checks, Grease Trap Permits and Connection Fees)	$79,722,196	93%
Other Non-Revenue (Revenues from Unassigned FB (Reserves))	$5,373,121	6%
Miscellaneous (Interest, Rent and Royalties, other minor revenues)	$537,128	1%
TOTAL FY 2025 REVENUE BY FUNDING SOURCE	**$85,632,445**	**100%**

FY 2025 Stormwater Fund Revenue By Funding Source

COCOA
FLORIDA

Funding Source	FY 2025 Budget	% of FY 2025 Budget
Special Assessment	$2,299,404	100%
Miscellaneous Revenue	$0	0%
Total FY 2025 Revenue by Funding Source	**$2,299,404**	**100%**

FY 2025 Proposed Budget VS. FY 2024 Adopted Budget

COCOA
FLORIDA

Fund	FY 2024 Adopted Budget	FY 2025 Recommended Budget	Variance	FY 2025 % Change (Total Budget)
Water/Sewer	$82,826,373	$85,632,445	($344,988)	(0.2%)
General Fund	$44,830,718	$54,377,562	$4,692,102	2.8%
W/S Renewal & Replacement	$15,576,000	$13,011,059	$164,350	0.09%
W/S Restricted Assets	$9,358,915	$8,658,996	($551,288)	(3.3%)
Special Revenue	$4,704,576	$3,054,429	($967,770)	(5.7%)
W/S Impact Fees	$2,230,000	$2,397,605	$495,553	2.9%
Stormwater	$2,192,854	$2,299,404	$106,276	.06%
Debt Service	$1,442,101	$1,452,525	$377,799	2.2%
Worker's Compensation	$1,375,179	$1,270,417	($70,152)	(0.4%)
Building Permits	$672,155	$755,616	$59,081	.04%
TOTAL	**$165,208,871**	**$172,910,058**	**$3,960,963**	**2.3%**

Action Requested

COCOA
FLORIDA

Approve a Resolution Establishing the Rolled-Back Rate of 6.3761; Approve the Proposed Millage Rate of 6.9532 and Set the 1ST Public Hearing Date and Time – September 3, 2024, at 6:00P.M. at Cocoa City Hall, 65 Stone Street, Cocoa City Council Chambers

REMINDER:

Once the proposed millage rate is approved at this meeting, the millage rate may be reduced or increased at the subsequent TRIM Public Hearings. If the millage rate is increased, a second notice would be required to be sent to all property owners, at the expense of the City as a Taxing Authority; meaning that all of the TRIM meetings, would need to be re-held and the new "Notice of Proposed Property Taxes" mailed out to property owners. If the millage rate is reduced, normal TRIM voting requirements apply.

Next Steps

COCOA
FLORIDA

- 1ST Public Hearing – September 3, 2024, at 6:00 P.M.
  - Vote for a Tentative Millage Rate
  - Vote on the Tentative FY2025 Budget

- 2ND Public Hearing – September 17, 2024, at 6:00 P.M.
  - Adopt a Final Millage Rate
  - Adopt the FY2025 Budget

Brevard County Budget Hearing Dates: 9-10-24 and 9-24-24
Brevard County School Board's Budget Hearing Dates: 7-30-24 and 9-5-24



QUESTIONS/CONTACT

Rebecca Bowman, MBA, CGFO, CGFM,

Finance Director

(321) 433-8636

rbowman@cocoafl.gov

www.CocoaFL.gov

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

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Blake, Michael, Lars	City Council
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
307 Blake Drive	☐ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY COUNTY	NAME OF POLITICAL SUBDIVISION:
Cocoa, Brevard	
DATE ON WHICH VOTE OCCURRED	MY POSITION IS:
7/23/2024	☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

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

ELECTED OFFICERS:

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

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

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

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

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Michael C. Blake, hereby disclose that on 7/23, 2024:

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

___ inured to my special private gain or loss;

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

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

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

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

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

I own owned property adjacent to the property that is affected by ordinance.

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

7/23/2024
Date Filed

Michael C Blake
Signature

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

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

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Koss - Lorraine - Loken	City Council
MAILING ADDRESS 65 Stone Street	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Cocoa — COUNTY: Brevard	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED 7/23/2024	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

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

ELECTED OFFICERS:

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

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

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

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

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Lorraine Koss, hereby disclose that on July 23, 20 24 :

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

✓ inured to my special private gain or loss;

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

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

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

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

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

The matter before the agency was council approval of the grant application for Indian River Lagoon Water Quality Improvements Grant programs. If approved, the application would help fund Project J & K of the Septics to Sewer program. I am recused by ruling of the Ethics Commission from voting on the project due to being one of the 88 residents directly affected who could have a special private gain or loss. The Ethics Commission has ruled that I am NOT recused from procedural votes.

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

7/25/2024
Date Filed

Signature

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

Legislation Details (With Text)

File #:	24-486	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	8/16/2024			**In control:**	City Council
On agenda:	9/24/2024			**Final action:**	
Title:	To Approve Task Order No. 2025-47 to Jacobs Engineering Group, Inc. to Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending Approval of the FY 2025 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-JACOBS 2025-47 $434,814 - UT-DYAL.pdf TO 2025-47 Cocoa Pr Mgt FY25 for Water Supply and Water Treatment Support_signed.pdf AGREEMENT.pdf 1st Amendment to Agreement.pdf 2nd Amendment to Continuing Services Agreement.pdf COI - Expires 07.01.2025.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 16, 2024
Agenda Date: September 24, 2024
Prepared By: James Mitchell, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order No. 2025-47 to Jacobs Engineering Group, Inc. to Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending Approval of the FY 2025 Budget

BACKGROUND:

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

On December 13, 2022, City Council approved the First Amendment of the current agreement which initiated the first two-year renewal option, extending the term of the agreement through February 4,

2025.

On August 27, 2024, City Council approved the Second Amendment which initiated the second and final two-year renewal option with Jacobs, extending the term of the Agreement to February 4, 2027. The Second Amendment also updated the construction cost limitation of the agreement to the current amended value of $7.5 million plus an annual increase based on the Consumer Price Index, per the current CCNA statute, which went into effect on July 1, 2024.

Proposed Task Order No. 2025-47 covers the period from date of October 1, 2024 through September 30, 2025 with the following engineering services:

Task 1 - Project Management, Engineering and Operations Support

Jacobs will provide project management, engineering and operations support to Dyal Treatment Plant staff for both capital and renewal and replacement (R&R) projects related to the water supply and water treatment systems.

Task 2 - SCADA, Process Control Systems and Instrumentation Support

Jacobs will provide project management, engineering and operations support of the Dyal Treatment Plant Supervisory Control and Data Acquisition (SCADA) system, process control systems, network and server systems, and instrumentation.

Task 3 - Computerized Maintenance Management System (CMMS) Support

Jacobs will provide project management, engineering, and technical support for the Dyal Water Treatment Plant Computerized Maintenance Management System (CMMS). The CMMS is a central repository for water treatment assets and is used to develop work orders and track maintenance history.

Staff recommends approval of Task Order No. 2024-47 for $434,814.00 with the Jacobs Engineering Group, pending approval of the FY2025 Budget.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$434,814.00
Account Number	421-4020-536.31-03
Account Name	Engineering Services

Source of Funds: Operating Revenue

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PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve Task Order No. 2025-47 to Jacobs Engineering Group, Inc. to Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending Approval of the FY 2025 Budget

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Engineering Services for Water System	2025-47
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 08/06/24 City Bid Number: RFQ-20-03-COC AMOUNT: $ 434,814.00

Vendor Name: Jacobs Engineering Group Quote/Proposal Number:

Dept. Number/Division Name: 4020

Project Name: Program Management Services - Water Supply and Water Treatment Support Project Number:

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

AMENDMENT

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

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

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment.

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

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

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

Requestor Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 202-47

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

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

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

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

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

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

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

City of Cocoa
Task Order 2025-47

FY 2025 Engineering Services for the Water System Program Management Services - Water Supply and Water Treatment Support

Objective

The purpose of this task order is to provide program management services, including project management/administration, design management and engineering, support services during construction phase for Operating Revenue (OR) funded Cocoa Utilities Capital Improvement Plan (CIP) program projects related to water supply and water treatment. This task order is intended to include the estimated level of effort to provide the services described above on a time and materials basis compensation method for the period from October 1, 2024 through September 30, 2025. Services proposed by JACOBS Engineering Group Inc. (JACOBS) in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020, and first Amendment on December 13, 2022.

Scope of Services

Task 1 – Project Management, Engineering and Operations Support

JACOBS will provide project management, engineering and operations support to Dyal Treatment Plant staff for both capital and renewal and replacement (R&R) projects related to the water supply and water treatment systems. JACOBS will prepare for and attend an initial FY2025 work planning meeting with plant management staff and then develop a work plan based on the outcome of the meeting. JACOBS will provide support services for tasks outlined in the work plan. JACOBS will also provide support to aid in resolving operations and water quality issues at the plant and distribution. JACOBS will also provide support services as necessary during the construction phase including submittal review, inspection, and coordination. JACOBS will coordinate and perform the Task 1 support work as determined and authorized by the City of Cocoa within the compensation limits of this task order. JACOBS will keep the City appraised of any concerns on budget once the work plan is complete.

Task 2 – SCADA, Process Control Systems and Instrumentation Support

JACOBS will provide project management, engineering and operations support of the Dyal Treatment Plant Supervisory Control and Data Acquisition (SCADA) system, process

control systems, network and server systems, and instrumentation. The SCADA system is the main control system for the water treatment plant, wellfield, and distribution pump stations. JACOBS will prepare for and attend an initial FY2025 work planning meeting with plant management staff and then develop a work plan based on the outcome of the meeting. JACOBS will provide support services for tasks outlined in the work plan. JACOBS will coordinate and perform the Task 2 support work as determined and authorized by the City of Cocoa within the compensation limits of this task order. JACOBS will keep City appraised of any concerns on budget once the work plan is complete.

Task 3 – CMMS Support

JACOBS will provide project management, engineering, and technical support for the Dyal Water Treatment Plant Computerized Maintenance Management System (CMMS). The CMMS is a central repository for water treatment assets and is used to develop work orders and track maintenance history. JACOBS will prepare for and attend an initial FY2025 work planning meeting with plant management staff and then develop a work plan based on the outcome of the meeting. JACOBS will provide support services for tasks outlined in the work plan. JACOBS will coordinate and perform the Task 3 support work as determined and authorized by the City of Cocoa within the compensation limits of this task order. JACOBS will keep City appraised of any concerns on budget once the work plan is complete.

Assumptions

- The presence or duties of JACOBS' personnel at a construction site, whether as onsite representatives or otherwise, do not make JACOBS or JACOBS' personnel in any way responsible for those duties that belong to City and/or the construction contractor or other entities, and do not relieve the construction contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
- JACOBS and JACOBS' personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except JACOBS' own personnel.
- The presence of JACOBS' personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). JACOBS neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

- JACOBS will reasonably rely upon the accuracy, and completeness of the information/data provided by the City or other third parties.
- Work under Task 2 and Task 3 may be performed via a remote connection or partially performed in a JACOBS office with final installation onsite as determined by the City.
- JACOBS consultation, review, configuration, or study (as applicable) of Client's software, hardware, products or systems (collectively "Client's System") in no way makes JACOBS responsible for the performance, operation or security of Client's System. JACOBS makes no warranty, whether expressed or implied, as to the viability or performance of Client's System. Additionally, JACOBS cannot and does not provide any representation, warranty or guarantee that its services will ensure the Client's System will not be vulnerable, susceptible or open to outside infiltration, exploitation, hacking or breach from third parties, outside entities or sources. Client is solely responsible for the security of Client's System and JACOBS' services do not in any way relieve the Client of any responsibility for the protection, firewalling and/or overall security of the Client's System. JACOBS shall have no responsibility or liability for the security of Client's System and Client shall indemnify and hold JACOBS harmless for any claims, liability, actions, damages, expenses, and/or costs of any kind associated with any actual or alleged infiltration, data loss, data corruption, exploitation, hacking or breach of Client's System at any time regardless of the source or cause thereof.

Schedule

This Task Order covers the period from date of October 1, 2024 through September 30, 2025.

Compensation

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

Task	Hours	Fee
TASK 1 - Project Management, Engineering and Operations Support	864	$171,616
TASK 2 - SCADA, Process Control Systems and Instrumentation Support	971	$199,918
TASK 3 – CMMS Support	328	$58,280
EXPENSES & SUBCONSULTANTS	N/A	$5,000
Grand Total		$434,814

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

Attachments

Exhibit A –Per Diem Rates Schedule

Acceptance

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

Approved for City of Cocoa	Accepted for JACOBS Engineering Group Inc.
By _____	By _____ Francois Didier Menard
Title _____	Title Vice President
Date _____	Date 08/19/2024

City of Cocoa
FY2025 Engineering Services for the Water System
Water Supply and Water Treatment Support
Task Order 2025-47
Labor Hour Breakdown

TASK #	TASK NAME	Senior Project Manager	Senior Professional Engineer/Scientist/Consultant	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	Professional Engineer/Scientist/Consultant/Project Manager	Junior Professional Engineer/Scientist/Consultant	Project Engineer/Scientist/Consultant	Junior Project Engineer/Scientist/Consultant	Construction Manager/Senior Designer	Senior Construction Inspector		Labor Hours	Labor Fee
		$235.00	$218.00	$199.00	$169.00	$142.00	$120.00	$110.00	$142.00	$120.00			
1	PROJ MGT, ENG, AND OPERATIONS SUPPORT												
		472	8		264		80	24	8	8		864	$171,616
											Task Subtotals	**864**	**$171,616**
2	SCADA, PROCESS CONTROL SYSTEMS AND INSTRUMENTATION SUPPORT												
		72	515	312			72					971	$199,918
											Task Subtotals	**971**	**$199,918**
3	CMMS SUPPORT												
		120	24			144		40				328	$58,280
											Task Subtotals	**328**	**$58,280**
											Labor Total	**2,163**	**$429,814**
											Expenses		**$5,000**
											Subcontracts		**$0**
											Task Order Total		**$434,814**

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

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

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

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

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

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

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

AGREEMENT FOR
CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

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

WITNESSETH:

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

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

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

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

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

1.0 TERM AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

2.0 DESCRIPTION OF SERVICES

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

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

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

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

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

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

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

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

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

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

13. Studies related to water treatment and quality;

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

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

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

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

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

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

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

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

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

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

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

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

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

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

10.0 INSURANCE

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

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

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

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

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

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

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

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

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

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

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

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

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

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

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

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

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

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

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

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

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

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

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

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

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

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

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

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

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

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

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

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

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

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

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

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

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

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

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

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

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

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

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

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

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

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

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

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
1st AMENDMENT
JACOBS ENGINEERING GROUP INC.

This FIRST Amendment to the Continuing Services Agreement entered on February 5, 2020 for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

A. The Term is extended through February 4, 2025, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the first of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement to $4 million in accordance with the amended Consultants' Competitive Negotiation Act (CCNA). Section 2.5 of the agreement states, "No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement." This cost limitation was based on Florida Statute, Title XIX, 287.055, the CCNA. The Florida Legislature has since amended the CCNA, increasing the cost limitation effective July 1, 2020.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this First Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)
Vice President	Mayor
(Title)	(Title)
10/28/2022	12/13/2022
Signature / Date	Signature / Date

Attest: _____
Carie Shealy, City Clerk

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilities

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
2nd AMENDMENT
JACOBS ENGINEERING GROUP INC.

This SECOND Amendment to the Continuing Services Agreement entered on February 5, 2020, for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

A. The Term is extended through February 4, 2027, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the second of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement in accordance with the newly amended Consultants' Competitive Negotiation Act (CCNA). The contractual cost limitations are based on Florida Statutes § 287.055, the CCNA. The Florida Legislature has recently amended the CCNA, increasing the cost limitation effective July 1, 2024. Under the newly amended CCNA, the maximum cost for each individual project procured pursuant to the CCNA has risen to $7.5 Million, plus an annual increase based on the Consumer Price Index (CPI). Accordingly, Section 2.5 of the Agreement is stricken in its entirety and replaced with the following:

> No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the thresholds outlined in the Consultants' Competitive Negotiation Act, Florida Statutes § 287.055, ("CCNA"), may be the subject of a Task Order under this Agreement.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Second Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)

Vice President	Mayor
(Title)	(Title)
07/23/2024	
Signature / Date	Signature / Date

Attest: _____
Monica Arsenault, City Clerk

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Jack Walsh, Director, Utilities

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/03/2024

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

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

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071 USA	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE AMER INS CO — 22667 INSURER B : INDEMNITY INS CO OF NORTH AMER — 43575 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 750920128 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDO G4892007A	07/01/24	07/01/25	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY			ISA H10739585	07/01/24	07/01/25	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C5072041A (AOS)	07/01/24	07/01/25	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N / A		WCU C57256564 (OH)*	07/01/24	07/01/25	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory in NH)			SCF C57256710 (WI)	07/01/24	07/01/25	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C57256667 (AZ)	07/01/24	07/01/25	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 015	07/01/24	07/01/25	PER CLAIM/PER AGG	3,000,000

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

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

CERTIFICATE HOLDER

City of Cocoa FL

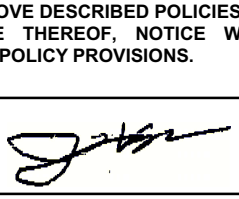
351 Schearer Blvd.

Cocoa, FL 32922 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/03/2024

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

Additional Description of Operations/Remarks from Page 1:

Additional Information:

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

SUPP (05/04)

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number 8
Policy Symbol HDO	Policy Number G4892007A	Policy Period 07/01/2024 TO 07/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

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

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

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

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

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number 2
Policy Symbol ISA	Policy Number H10739585	Policy Period 07/01/2024 TO 07/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

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

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

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

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

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS SOLUTIONS INC. 555 S. FLOWER STREET SUITE 3200 LOS ANGELES CA 90017	Endorsement Number Policy Number Symbol: WLR Number: C5072041A
Policy Period 07-01-2024 **TO** 07-01-2025	Effective Date of Endorsement 07-01-2024
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

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

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

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

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

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

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

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

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

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

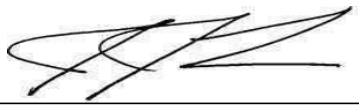
H. We may arrange with your representative to send such notice in the event of any such cancellation.

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

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

All other terms and conditions of this Policy remain unchanged.

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



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured **Jacobs Solutions Inc.**			Endorsement Number
Policy Symbol **EON**	Policy Number **G21655065 015**	Policy Period **07/01/2024 to 07/01/2025**	Effective Date of Endorsement **07/01/2024**
Issued By (Name of Insurance Company) **ACE American Insurance Company**			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

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

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

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

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

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

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

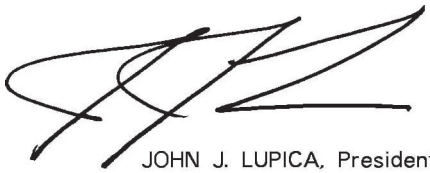
E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.

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

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

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

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



JOHN J. LUPICA, President
Authorized Representative

Legislation Details (With Text)

File #:	24-488	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	8/19/2024			**In control:**	City Council
On agenda:	9/24/2024			**Final action:**	
Title:	To Approve Task Order No. 2025-44 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program; Pending Approval of the FY 2025 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Jacobs Task Order 2025-44.pdf Jacobs Task Order 2025-44 WFO and CCC Assistance_FINAL.pdf Jacobs COI Exp 7-1-25.pdf Jacobs 1st Amendment to Continuing Services Agmt.pdf JACOBS RFQ-20-03-COC AGREEMENT.pdf 2nd Amendment to Continuing Services Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	August 19, 2024
Agenda Date:	September 24, 2024
Prepared By:	Melinda Keesee, Field Operations Technician
Through:	Donnie Howard, Field Operations Manager
Through:	John A. Walsh, P.E., Utilities Director

Requested Action:

To Approve Task Order No. 2025-44 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program; Pending Approval of the FY 2025 Budget

BACKGROUND:

Since 2010, the Utilities Department has successfully implemented several proactive infrastructure condition assessment programs including a valve and hydrant assessment & replacement program, Cross-Connection Control (CCC) inspection/testing/replacement program, and pipeline condition assessment projects. These programs have provided comprehensive data critical to the successful implementation of proactive asset management programs managed by the Water Field Operations (WFO) division.

Due to the scope and complexity of these perpetual infrastructure assessment and repair/replacement programs, the Utilities Department has requested that Jacobs Engineering, Inc. (Jacobs) continue to augment City staff in the form of project and asset management assistance, contractor coordination and documentation of activities, data management and quality control assistance (including review of contractor submitted data and invoices), long-term strategic planning, and safety.

Proposed Task Order No. 2025-44 covers the period from date of October 1, 2024 through September 30, 2025 with the following engineering services:

Task 1 - WFO & CCC Project Management and Asset Management Assistance

Jacobs 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, monitoring of existing and new outside vendors/contractors' activities, and collection and transfer of information and data to City personnel and GIS database.

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

Task 2 - Cross-Connection Control (CCC) Program (Project WS13BC)
Jacobs will meet with Water Field Operations (WFO) personnel and the CCC Program Contractor to update progress in surveying, testing, repairing, and replacing commercial and residential backflow devices and review Contractor submitted data to verify accuracy and thoroughness and to ensure the proper formatting of data for uploading to the City's GIS database.

The second amendment to the current agreement with Jacobs Engineering was approved by City Council on August 27, 2024. This approval initiated the second, and final, two-year renewal option with Jacobs Engineering, thereby extending the term of the agreement to February 4, 2027. In addition, the second amendment updated the construction cost limitation of the agreement to the current amended value of $7.5 million, plus an annual increase based on the Consumer Price Index, per the current CCNA statute, that went info effect on July 1, 2024.

Staff recommends the approval of Jacobs Engineering, Inc Task Order No. 2025-44 in the amount of $224,400 (pending approval of the FY 2025 budget).

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$224,400
Account Number:	421-4025-536.31-03

Account Name: Engineering Services

PREVIOUS ACTION:

On October 13, 2020 City Council approved Task Order 2021-16 with Jacobs Engineering to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross Connection Control Program (Project No. WS13BC).

On September 14, 2021 City Council approved Task Order 2022-18 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross Connection Control Program, Project No. WS13BC.

On September 13, 2022 City Council approved Task Order 2023-30 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross-Connection Control Program

On September 12, 2023 City Council approved Task Order No. 2024-34 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program

RECOMMENDED MOTION:

To Approve Task Order No. 2025-44 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program; Pending Approval of the FY 2025 Budget

powered by Legistar™

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Consulting Services for Water Supply, Treatment, Transmission & Distribution	2025-44
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 08/08/24 City Bid Number: RFQ-20-03-COC AMOUNT: $ 224,400.00

Vendor Name: Jacobs Engineering Group Quote/Proposal Number: 2025-44

Dept. Number/Division Name: 4025 / WFO

Project Name: WFO Support / CCC Support Project Number: WS13BC

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Scope of Services; Justification for Amendment

Since 2010, the City of Cocoa Utilities Department has successfully implemented the following programs: Valve and Hydrant Assessment Program, Valve Replacement Program, Cross Connection Control (CCC) Program, Pipe Assessment/Repair 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). Task 1 will provide WFO & CCC Project Management and Asset Management Assistance. Task 2 will provide City personnel with CCC Contractor Coordination and Documentation, Data Management and Quality Control, Strategic Planning, and Safety. This task order will cover services in FY2025.

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

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

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

Melinda Keesee Digitally signed by Melinda Keesee Date: 2024.08.08 14:26:26 -04'00'

Requestor

John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2024.08.08 15:08:26 -04'00'

Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2025-44

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Brian Dale Digitally signed by Brian Dale Date: 2024.08.16 16:32:11 -04'00'

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

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

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

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

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

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

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

City of Cocoa
Task Order 2025-44
FY25 Water Field Operations (WFO) Division and Cross Connection Control (CCC) Support

Services proposed by Jacobs Engineering Group Inc. (JACOBS) in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020 and first Amendment dated December 13, 2022.

Background

Over the past few 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 services to the City's personnel on Repair and Maintenance (R&M) projects in the form of additional project management assistance, Contractor monitoring and documentation of activities, data management, quality control assistance for R&M Programs, and will assist with Contractor oversight, quality control, public relations, and data management for the CCC Program.

Scope of Services

JACOBS will assist WFO staff in asset replacement activities, scoping and, organizing and utilizing asset data, providing technical evaluations and studies for future distribution system improvements, and recommendations for increasing staff collaboration and interactions. The services under this Task Order will include providing project and asset information management assistance and Contractor oversight, quality control, public relations, and data management for the CCC Program.

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

Task 1 WFO & CCC Project Management and Asset Management Assistance

JACOBS 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, monitoring of existing and new outside vendors/contractors' activities, and collection and transfer of information and data to City personnel and GIS database. This task will also include status updates, meeting coordination, and data management. JACOBS will also provide project management assistance in the form of coordinating and monitoring monthly CCC Program progress meetings, responding to Contractor questions, monitoring Contractor activities, and assisting in FY25 planning. This task will also include invoicing, status updates, and administrative assistance.

JACOBS 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 might be repaired or replaced by City personnel.
3. Which assets should be replaced by a licensed Contractor.

After each meeting, JACOBS 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.

JACOBS will provide as-needed GIS and information management support services to field operations staff. Types of support activities for field operations staff may include but is not limited to: GIS map production to support operational activities and Emergency events (hurricane valve operations and post hurricane program management activities), GIS data creation and maintenance to support programs in WFO (XC2 replacement activity and infraMAP field application), and GIS tasks related to data QA QC activities (compare and validate vendor supplied data from programs).

JACOBS 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.

JACOBS 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 development of standard operating procedures, 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. JACOBS will provide assistance in the quality control processes.

Task 2 – Cross Connection Control Program

Contractor Coordination and Documentation

JACOBS will meet with Water Field Operations (WFO) personnel and the CCC Program Contractor to update progress in surveying, testing, repairing, and replacing commercial and residential CCC devices. JACOBS 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. JACOBS will assist Utilities Staff with public notifications and updates. In addition, JACOBS will provide coordination with the Contractor concerning daily field activities, unusual field discoveries, equipment needs, and miscellaneous assistance.

Data Management and Quality Control

JACOBS will review 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. JACOBS will coordinate with the Contractor to correct any deficiencies or discrepancies in data or invoicing prior to submittal to the City.

JACOBS will document and coordinate field activities required by WFO Staff to address anomalies and provide field review of CCC Contractor's data. In addition, JACOBS 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. JACOBS Staff will provide a monthly report summarizing CCC Program activities and statistics.

Strategic Planning

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

Safety

JACOBS and JACOBS' personnel have no authority to exercise any control over any 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 contractor(s) or other entity or any other persons at the site except JACOBS' own personnel.

Assumptions

JACOBS will reasonably rely upon accuracy, and completeness of the information/data provided by the City or other third parties.

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

JACOBS Quality Control services are in an advisory role only and offered for the City's consideration. Jacobs does not assume any liability associated with the City's staff in the execution of their work.

Schedule

This task will begin on October 1, 2024 or upon City Council approval, whichever is later, and continue through September 30, 2025.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized in Table 1 below by task.

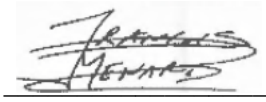
Table 1 Summary of Compensation

Task	Hours	Fee
TASK 1 WFO & CCC Project and Asset Management Assistance	1,038	$172,830
TASK 2 Cross Connection Control Program	342	$51,570
EXPENSES & SUBCONSULTANTS	N/A	$0
Grand Total	**1,380**	**$224,400**

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

Acceptance

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

Approved for City of Cocoa	Accepted for JACOBS Engineering Group
By _____	By 
Title _____	Title Vice President
Date _____	Date August 15, 2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/03/2024

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

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

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071 USA	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE AMER INS CO — 22667 INSURER B : INDEMNITY INS CO OF NORTH AMER — 43575 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 750920128 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDO G4892007A	07/01/24	07/01/25	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY			ISA H10739585	07/01/24	07/01/25	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C5072041A (AOS)	07/01/24	07/01/25	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N / A		WCU C57256564 (OH)*	07/01/24	07/01/25	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory in NH)			SCF C57256710 (WI)	07/01/24	07/01/25	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C57256667 (AZ)	07/01/24	07/01/25	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 015	07/01/24	07/01/25	PER CLAIM/PER AGG	3,000,000

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

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

CERTIFICATE HOLDER

City of Cocoa FL

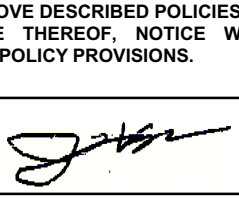
351 Schearer Blvd.

Cocoa, FL 32922 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/03/2024

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

Additional Description of Operations/Remarks from Page 1:

Additional Information:

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

SUPP (05/04)

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number 8
Policy Symbol HDO	Policy Number G4892007A	Policy Period 07/01/2024 TO 07/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

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

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

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

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

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number 2
Policy Symbol ISA	Policy Number H10739585	Policy Period 07/01/2024 TO 07/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

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

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

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

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

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS SOLUTIONS INC. 555 S. FLOWER STREET SUITE 3200 LOS ANGELES CA 90017	Endorsement Number Policy Number Symbol: WLR Number: C5072041A
Policy Period 07-01-2024 **TO** 07-01-2025	Effective Date of Endorsement 07-01-2024
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

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

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

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

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

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

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

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

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

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

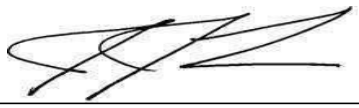
H. We may arrange with your representative to send such notice in the event of any such cancellation.

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

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

All other terms and conditions of this Policy remain unchanged.

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



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured **Jacobs Solutions Inc.**			Endorsement Number
Policy Symbol **EON**	Policy Number **G21655065 015**	Policy Period **07/01/2024 to 07/01/2025**	Effective Date of Endorsement **07/01/2024**
Issued By (Name of Insurance Company) **ACE American Insurance Company**			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

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

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

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

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

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

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

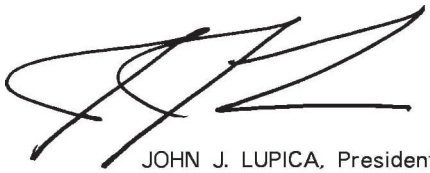
E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.

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

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

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

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



JOHN J. LUPICA, President
Authorized Representative

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
1st AMENDMENT
JACOBS ENGINEERING GROUP INC.

This FIRST Amendment to the Continuing Services Agreement entered on February 5, 2020 for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

A. The Term is extended through February 4, 2025, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the first of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement to $4 million in accordance with the amended Consultants' Competitive Negotiation Act (CCNA). Section 2.5 of the agreement states, "No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement." This cost limitation was based on Florida Statute, Title XIX, 287.055, the CCNA. The Florida Legislature has since amended the CCNA, increasing the cost limitation effective July 1, 2020.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this First Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)
Vice President	Mayor
(Title)	(Title)
10/28/2022	12/13/2022
Signature / Date	Signature / Date

Attest: _____
Carie Shealy, City Clerk

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilities

RFQ-20-03-COC

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

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

AGREEMENT FOR CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

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

WITNESSETH:

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

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

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

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

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

1.0 TERM AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

2.0 DESCRIPTION OF SERVICES

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

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

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

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

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

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

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

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

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

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

13. Studies related to water treatment and quality;

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

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

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

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

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

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

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

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

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

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

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

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

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

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

10.0 INSURANCE

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

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

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

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

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

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

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

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

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

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

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

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

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

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

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

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

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

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

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

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

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

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

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

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

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

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

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

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

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

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

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

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

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

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

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

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

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

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

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

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

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

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

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

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

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

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

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

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
2nd AMENDMENT
JACOBS ENGINEERING GROUP INC.

This SECOND Amendment to the Continuing Services Agreement entered on February 5, 2020, for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

A. The Term is extended through February 4, 2027, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the second of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement in accordance with the newly amended Consultants' Competitive Negotiation Act (CCNA). The contractual cost limitations are based on Florida Statutes § 287.055, the CCNA. The Florida Legislature has recently amended the CCNA, increasing the cost limitation effective July 1, 2024. Under the newly amended CCNA, the maximum cost for each individual project procured pursuant to the CCNA has risen to $7.5 Million, plus an annual increase based on the Consumer Price Index (CPI). Accordingly, Section 2.5 of the Agreement is stricken in its entirety and replaced with the following:

> No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the thresholds outlined in the Consultants' Competitive Negotiation Act, Florida Statutes § 287.055, ("CCNA"), may be the subject of a Task Order under this Agreement.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Second Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)

Vice President	Mayor
(Title)	(Title)
07/23/2024	
Signature / Date	Signature / Date

Attest: _____
Monica Arsenault, City Clerk

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Jack Walsh, Director, Utilities

Legislation Details (With Text)

File #:	24-505	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	8/28/2024			**In control:**	City Council
On agenda:	9/24/2024			**Final action:**	
Title:	Approve Task Order 2025-46 with Jacobs Engineering Group (Jacobs) for Program Management Services, Project No. WS1221, and Task Order 2025-45 for Plan Review Services to include Engineering Land Development Review; Pending Approval of the FY2025 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO JACOBS 2024-45 $308,500.00 UT-ENGIN.pdf Task Order 2025-45 Cocoa Program Plan Review, Permitt Assist, Utility Support.pdf TO JACOBS 2025-46 $698,387.00 - UT-ENGIN.pdf Task Order 2025-46 Cocoa Program Management FY 2025 for OR Projects.pdf AGREEMENT.pdf 1st Amendment to Agreement.pdf 2nd AMENDMENT.pdf COI - Expires 07.01.2025.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 20, 2024
Agenda Date: September 24, 2024
Prepared By: Kimberley Ross
Through: Katherine Ennis, P.E., Deputy Utilities Director and
John A. Walsh, P.E., Utilities Director

Requested Action:
Approve Task Order 2025-46 with Jacobs Engineering Group (Jacobs) for Program Management Services, Project No. WS1221, and Task Order 2025-45 for Plan Review Services to include Engineering Land Development Review; Pending Approval of the FY2025 Budget

BACKGROUND:

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

negotiate and execute a multi-year contract with the selected firm, Jacobs Engineering Group (Jacobs). This agreement was entered on February 5, 2020, for three years with the option to extend the term for two (2) additional two (2) year terms.

On December 13, 2022, Council approved the first amendment to the Agreement. The First Amendment initiated the first two-year renewal option, extending the term of the Agreement through February 4, 2025.

On August 27, 2024, Council approved the Second Amendment to the Agreement. The Second Amendment initiated the second and final two-year renewal option, extending the term of the Agreement through February 4, 2027. The Second Amendment also updated the construction cost limitation of the agreement to the current amended value of $7.5 million plus an annual increase based on the Consumer Price Index, per the current CCNA statute, which went into effect on July 1, 2024.

Staff is requesting City Council approval of these task orders under this Continuing Services Agreement (CSA), pending approval of the FY2025 Budget. The following are the task orders and scopes of services:

Task Order 2025-46 - FY2025 Program Management Services for Cocoa Utilities CIP Projects. The purpose of this task order is to provide program management and administration services, program design management and project support, technical and regulatory support, construction inspection services, utility information management systems support, and program website. The total cost of this task order is $698,387.

Task Order 2024-45 - FY2025 Plan Review, Permitting Assistance and Utility Support. The purpose of this task order is to provide plan review services, permitting assistance and utility support. The total cost of this task order is $308,500.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, Pending FY25 Budget Approval
If not budgeted, is amendment/transfer attached?	N/A

Task Order 2025-46

Amount Requested	$698,387.00
Account Number	424-4055-536.63-00, WS1221
Account Name	Infrastructure

Source of Funds: Operating Revenue

Task Order 2025-45

Amount Requested	$308,500.00

Account Number 421-4055-536.31-03
Account Name Infrastructure

Source of Funds: Operating Revenue

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve Task Order 2025-46 with Jacobs Engineering Group (Jacobs) for Program Management Services, Project No. WS1221, and Task Order 2025-45 for Plan Review Services to include Engineering Land Development Review, Pending Approval of the FY2025 Budget.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Engineering Services for Water System	2025-47
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 08/06/24 City Bid Number: RFQ-20-03-COC AMOUNT: $ 434,814.00

Vendor Name: Jacobs Engineering Group Quote/Proposal Number:

Dept. Number/Division Name: 4020

Project Name: Program Management Services - Water Supply and Water Treatment Support Project Number:

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

AMENDMENT

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

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

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment.

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

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

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

Requestor Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 202-47

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

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

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

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

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

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

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

City of Cocoa
Task Order 2025-45
FY 2025 City of Cocoa Plan Review, Permitting Assistance and Utility Support

Objective

The purpose of this task order is to provide Plan Review, Permitting Assistance and Utility Support to the City of Cocoa. This task order is intended to include the estimated level of effort to provide the above described services on a time and materials basis compensation method for the period from October 1, 2024 through September 30, 2025. Services proposed by JACOBS Engineering Group Inc (JACOBS) in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020 and first Amendment dated December 13, 2022.

Scope of Services

The services to be performed by JACOBS staff under this Task Order are consulting in nature and not staff augmentation. JACOBS staff will be managed by the JACOBS Program Manager. It is assumed City will provide JACOBS staff necessary access to documents and files.

Task 1 – Plan Review Services

JACOBS will provide plan review support for the City of Cocoa. Services will include providing support to the City in Engineering Land Development review for compliance with City of Cocoa standards. Plan review includes review of documents submitted by applicant Engineers to Utilities Department and City's Development Review Committee. It is assumed that JACOBS staff will meet with City of Cocoa review personnel to receive direction on engineering review requirements and external agency coordination specifics. As documents are reviewed, JACOBS will coordinate with the City and satisfactorily agree on comments. JACOBS will participate in meetings with the applicants, as requested by the City. Jacobs may handle emails and phone communications from engineers, contractors, developers and residents. The City will provide comments to the applicant in letter or email form. Once all comments have been satisfactorily addressed by the applicant, JACOBS will provide the City with a letter recommending approval of the documents. The City will provide final review and approval to the applicant. JACOBS will also provide the City's Engineering Representative a summary letter listing the infrastructure being proposed to be installed as part of the project for cost estimation purposes. JACOBS will review the Florida Department of Environmental Protection (FDEP) permit documents submitted by the applicant and verify the information on the FDEP permit with proposed plans. Once the FDEP permit is ready, JACOBS will forward it to the Director for approval and signature. Once the FDEP permit is signed by the Director, JACOBS will email a scanned copy to the applicant.

Services also include providing support in coordination of utility map requests, pre-construction fee receipts, pre-construction meetings, updates to City's project dashboard, and review of project closeout documentation.

- For utility map and as-built drawing requests from customers, JACOBS will forward the request from the customer to the City GIS department. Once the utility map is created by City GIS technician, JACOBS will forward the map to the customer.
- JACOBS will receive all customer paid receipts from customer service department. JACOBS will filter out receipts associated with jumper meters, fire line paintings, and fire hydrant painting payments, request additional project information from customer service if required, and forward the receipts to City inspectors assigned to the specific project.
- For pre-construction meetings requested by contractors, JACOBS will request pre-construction fee payment receipts from the contractors and forward the request to the City inspectors for their review.
- JACOBS will periodically update City's project dashboard with dates for field activities performed by City inspectors such as pre-construction meetings, final inspection, pressure tests, and bacteriological tests.
- JACOBS will review project closeout documentation submitted by developers such as bill of sale, easement, fire line test reports, and as-built drawings and coordinate with the City and satisfactorily agree on comments. The City will provide comments to the applicant in letter or email form. Once all comments have been satisfactorily addressed by the applicant, JACOBS will provide the City with a letter recommending acceptance of the project. The City will provide final review and approval to the applicant.
- It is assumed meetings for this task will be held at City of Cocoa offices.

Task 2 – Permitting Assistance

JACOBS will provide permitting assistance for the City of Cocoa. Services will include providing support to the City's Water Field Operations (WFO) and City Customer Service departments. JACOBS will review water meter fee receipts emailed by Customer Service department and forward the meter requests that needs a right of way (ROW) Permit from an external agency to City's GIS department. JACOBS will review permit applications prepared by the City GIS technicians which will then be provided to the City Utility Director for approval, and signature. JACOBS will submit the scanned permit application to the appropriate external agency for review. Once the permit is approved by the external agency, JACOBS will request the permit fee check from the City's Administrative Assistant. Once the permit is released by the external agency, JACOBS notify WFO and provide a copy of the permit. It is assumed meetings for this task will be held at City of Cocoa offices.

Task 3 – Utility Support

JACOBS will provide Utility Support for the City of Cocoa. Services will include providing support to the City in reviewing meter installation and fire line painting requests and approval, and coordination and scheduling of fire hydrant flow tests. As meter installation and fire line painting work order requests are received, JACOBS will review status of the closeout documents for the projects and coordinate with the City regarding release of work orders. For fire hydrant flow test requests, JACOBS will receive payment receipts submitted by Customer Service department, request additional information, if required, and coordinate with City GIS department to submit a request for the test. Once City WFO personnel has completed the field test, the results are provided to GIS and then back to the customer.

Safety

JACOBS will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations. JACOBS is not responsible for the health, safety, and environmental compliance of the City's staff, or other third parties.

Assumptions

JACOBS will reasonably rely upon the accuracy, and completeness of the information/data provided by the City or other third parties.

Schedule

This Task Order covers the period from date of October 1, 2024 through September 30, 2025.

Compensation

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

Task	Hours	Fee
TASK 1 Plan Review Services	1,928	$258,340
TASK 2 Permitting Assistance	108	$12,080
TASK 3 Utility Support	328	$38,080
EXPENSES & SUBCONSULTANTS	N/A	$0
Grand Total	**2,364**	**$308,500**

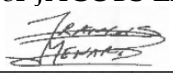
Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between JACOBS and the City.

Attachments

Attachment A –Per Diem Rates Schedule

Acceptance

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

Approved for City of Cocoa	Accepted for JACOBS Engineering Group Inc
By _____	By 
Title _____	Title Vice President
Date _____	Date August 15, 2024

FY2025 City of Cocoa Plan Review, Permitting Assistance, and Utility Support Task Order 2025-45 Labor Hour Breakdown -08/12/2024

		Per Diem Schedule Description									
		Sr Director/Director/Prof Sr Expert/Prof Expert	Sr Manager/Prof Specialist	Manager/Prof Senior	Sr Supervisor/ Prof Career-level	Supervisor II/Prof Associate/Tech Specialist	Prof Intermed/Tech Senior	Junior Project Engineer/Scientist/Consultant	Office/Project Administration	Labor Hours	Labor Fee
TASK #	**TASK NAME**	$235.00	$218.00	$199.00	$169.00	$142.00	$120.00	$110.00	$85.00		
1	**Plan Review Services**										
		200	120				850	750	8	1,928	$258,340
2	**Permitting Assistance**										
							40	60	8	108	$12,080
3	**Utility Support**										
							220	100	8	328	$38,080

Labor Total	**2,364**	**$308,500**
Expenses		**$0**
Subcontracts		**$0**
Task Order Total		**$308,500**

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

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

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

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

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

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

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

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Engineering Services for Water System	2025-47
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 08/06/24 City Bid Number: RFQ-20-03-COC AMOUNT: $ 434,814.00

Vendor Name: Jacobs Engineering Group Quote/Proposal Number:

Dept. Number/Division Name: 4020

Project Name: Program Management Services - Water Supply and Water Treatment Support Project Number:

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

AMENDMENT

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

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

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment.

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

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

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

Requestor Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 202-47

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

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

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

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

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

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

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

City of Cocoa
Task Order 2025-46

FY 2025 Engineering Services for the Water System – Program Management Services for Cocoa Utilities Operating Revenue Funded CIP Projects

Objective

The purpose of this task order is to provide program management services, including program management/administration, design management and construction project support services in support of Operating Revenue (OR) funded Cocoa Utilities Capital Improvement Plan (CIP) program projects listed in Attachment A which are funded by the City's Fiscal Year 2025 (FY 2025) budget. This task order is intended to include the estimated level of effort to provide the above described services on a time and materials basis compensation method for the period from October 1, 2024 through September 30, 2025. Services proposed by JACOBS Engineering Group Inc (JACOBS) in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020 and first Amendment on December 13, 2022.

Scope of Services

Task 1 – Program Management & Administration

Task 1.1 Program Management and Administration

1.1.1 Program Management and Oversight

Day-to-day activities, processes and procedures of JACOBS' Program Management Team (PMT) staff will be the responsibility of JACOBS' Program Manager, who will receive input from the Cocoa Utilities Director and Deputy Director. The following tasks, services, meetings, and deliverables will be provided under this task:

- **Program Coordination Meeting** - The PMT will prepare for and attend a monthly coordination meeting with Cocoa Utilities to review program progress and discuss issues impacting program delivery.
- **Monthly Progress Report (MPR)** – The PMT will produce a general CIP progress report each month suitable for an audience both internal and external to Cocoa Utilities to address Program progress and key issues.
- **Program Review/Update Meetings** – The PMT will coordinate with Cocoa Utilities to develop and schedule program update meetings as needed to periodically review and/or update City staff stakeholders on CIP delivery status and progress. The PMT will provide briefing material and presentations (up to 4 anticipated) as needed.

1.1.2 FY2025 Validation and FY2026-2030 Capital Improvement Plan Update

As part of the 2018 Water Capital Plan Update, an annual process was developed that revalidated carry forward and new capital project costs and scope for the new fiscal year, and the current year projects are inputted into a cost-loaded schedule database for day to day management over the course of the new fiscal year. The second effort of this task is the re-validation of the following year's 5-year CIP, new project development, cost estimating, prioritization, funding analysis, and CIP database population/quality control. It is anticipated that the existing 2018 Capital Plan prioritization processes and weighting will be used for this FY2026 CIP update between January 2025 and March 2025. The outcome of the annual validation and CIP update tasks will include several deliverables as follows:

1. FY2024 budget adjustment based on re-validation results and FY2024 budget closeout activities. Execution will include close coordination with Utility and Finance Department in the development and processing of budget adjustments.
2. Updated program management plan focusing on execution requirements for FY2025 which includes a re-baselined CIP schedule.
3. Allocation of FY2024 program costs to individual projects for archival of the prior year's costs.
4. Updated capital plan database for the FY2026-2030 time period, coordinated through City's Utility Department.
5. Summary report for the FY2026 updated CIP.

Task 1.2 Program Controls

General

The Program Control System (PCS) consists of schedule and cost control tools and processes integrated in a system that maintains current scope, cost, and schedule status of the CIP projects.

1.2.1 Scheduling

The PCS will include a Master Program Schedule (MPS) developed, maintained, and updated through the Project Manager Schedule Update Meetings. The initial MPS was prepared by JACOBS and included the validated capital projects. The MPS was expanded as part of the program management services task orders to include selected operating revenue funded projects.

The MPS will be re-baselined at the beginning of each new fiscal year as part of the annual validation process as described in Section 1.1.2 above. The MPS will be a cost-loaded schedule containing the CIP projects maintained at a level of detail sufficient for the PMT and Cocoa Utilities to track and manage CIP progress. The following meetings and deliverable will be provided under this task:

- MPS Report – Each month the PMT will distribute to each Cocoa Utilities Project Managers and Utilities Director and Deputy Director the MPS for the projects listed in Attachment A for review.

- Project Manager (PM) Schedule Update Meeting - The schedule for each project in Attachment A will be updated monthly in the MPS during PM Schedule Update Meetings to show actual schedule progress as percent complete.

1.2.2 Cost Control

The PCS will include a CIP projects data base used by the PMT to manage key program data (e.g. scope, cost, contracts, changes, etc.), especially as it relates to project and program costs.

1.2.2.1 Cost Control Activities

The PMT will coordinate the monthly cost data transfer from the City's financial system into the CIP database, conduct quality control review of the data, resolve any discrepancies, and obtain any missing information. The financial details of project progress will be updated and available for review in the PCS. The PCS will also access relevant information to produce reports and other data essential to the management of the overall program. The PMT will maintain and report on key performance indicators (KPIs) as needed to monitor and manage CIP program delivery progress, and to aid the City and PMT in measuring delivery and financial performance. The PMT will produce KPI reports using the same methodology as previously developed and approved by Cocoa Utilities.

1.2.2.2 Change Management

The City of Cocoa prefers to not have a formalized change management process; therefore, the City and PMT will discuss potential or upcoming changes in capital projects in program status meetings and City project managers will alert JACOBS Program or Deputy Program Managers of scope, cost and schedule changes, so impacts can be thoroughly analyzed and documented.

1.2.3 Document Controls

Cocoa has selected to operate and maintain their own document control process by implementing a directory of capital projects on their server. The PMT will mimic this directory structure on JACOBS servers and will turn any pertinent documents over to Cocoa's document manager on a periodic basis. Each individual project manager will be responsible for tracking status of documents and utilizing document control procedures described in the program management plan.

Task 1 Deliverables

- Program Coordination Meeting (Monthly, or as otherwise directed by Cocoa Utilities)
- Project Manager Schedule Update Meeting (Monthly)
- Monthly CIP Financial Report (Monthly, or as otherwise directed by Cocoa Utilities)
- Master Program Schedule Update (Monthly)
- FY2025 budget adjustment recommendation
- Updated capital plan database, re-baselined schedule

Task 2 – Program Design Management and Project Support

This task is for overall management of the program design requirements and activities that correspond to the scope and time period of the projects being designed via this task order. This task includes day-to-day planning, project coordination, technical assistance and general consultant / contractor coordination and will be led by the Program Manager. Specific responsibilities include the following:

- **Program Planning –** Track status of design performance on CIP projects, assist with change management to design projects, analyze work distribution among the design consultants, and oversee assignment of design projects to consultants.
- **Design Consultant Team Oversight –** Monitor the performance of the design consulting firms under contract for the Program, review and provide feedback on their performance, assist with development of recovery plans to correct performance deficiencies.
- **Program Design Coordination & Administration –** Coordinate the efforts of the design management team with the City, program management and project controls, and participate in regular coordination meetings for individual projects and those identified in Attachment A, prepare analysis and documentation needed for the CIP, and assist with preparation of supporting materials for requests for financial grants/funding.
- **Meeting Participation** - Participation in Program Management meetings as described in 1.1.1.

The Program Design Management Team (DM-T) will provide design project management and technical assistance for the specific projects shown in Attachment B, or as otherwise directed by Cocoa Utilities. Cocoa Utilities staff and JACOBS will act together as the DM-T to deliver these projects. As discussed with Cocoa Utilities, responsibilities for these projects have been assigned to either Utilities staff or JACOBS. These assignments are identified in Attachment B and were utilized in estimating JACOBS' level of effort for this Task specifically.

As described below, activities are aligned with general program level design management services and coordination as well as management of individual projects performed by engineering consultants or general contractors contracted with Cocoa.

Project Design Management

Design Contract Management

The DM-T will administer the design task order for each project or group of projects on behalf of the City and function as a liaison between the design consultant and the PMT, monitor progress and schedule, monitor change and, in general, assess if the project is proceeding according to plan. The DM-T will coordinate closely with the City Project Manager during the execution of each project.

Project Definition

The DM-T will develop a Project Definition Memorandum containing the design criteria and requirements for the projects to be completed under a Task Order. The Project Definition Memorandum will be provided to the project design team. A Project Definition

Memorandum will be prepared for each project or group of projects to be executed by the selected design consultant.

The DM-T will coordinate with the Cocoa Utilities staff to collect existing information on each project.

Task Order Review and Negotiation

The DM-T will work with the City to develop, and review consultant planning and design task orders for the projects identified under the program. Meetings will be held with the design consultants to discuss the project scope and purpose. The task order scope submitted by design consultants will be reviewed for compatibility with the design intent.

The task order scope negotiated with each design consultant will be submitted and reviewed by Cocoa Utilities and the DM-T. Upon DM-T acceptance of final task order scope, City staff will review and provide final approval before processing the Task Order.

Project Execution

The DM-T will work with the City during execution of the project to include progress and performance monitoring, communications with the design consultant, conduct kick-off meetings and engineering document review meetings, and progress status reporting. The DM-T will review meeting minutes and invoices submitted by the design consultants. The DM-T will provide limited assistance (e.g. routine coordination with surveyor contracted by City or design consultant for legal description, review of easement documentation for accuracy of project-related information only, etc.) with property acquisition tasks.

Quality Control

The DM-T will conduct quality control project reviews for the program projects. Reviews will be performed for design projects at 30, 60, 90 and 100% levels of completion and review meetings held with the design consultants. For reports and permit applications, reviews will be performed on the draft submittal. The technical responsibility of the design professional, to include ensuring the design performs as intended, will remain with the design consultants. The quality reviews will be for the purpose of compliance with design intent of the City and the Task Orders under which the designs were prepared.

Cost Estimating

Cost estimating support will be provided by the design consultants for DM-T review. The PMT will provide additional cost estimating services for capital projects when requested by City.

Project Management during Bidding Phase

This task includes DM-T responsibilities related to program bidding activities including, but not limited to:

- Coordination with Utilities Engineering and Purchasing Department regarding preparation of bid packages and addendum coordination.
- Review and evaluation of bids. The City shall make final selection of successful bidder. Scope does not include attendance by the DM-T at pre-bid, pre-award, or pre-construction meetings.

Technical Assistance

JACOBS will provide technical assistance as identified in Attachment B when requested by the City to address any project issues.

Deliverables

The documents listed below will be reviewed and approved by Cocoa Utilities staff and stored in the document control system:

- Project definition memoranda
- Review comments of 30%, 60%, 90% and 100% design documents and draft reports and permit applications from design consultants
- Bid package preparation assistance including review of addenda
- Review of consultant invoices

Task 3-Technical and Regulatory Support

JACOBS will provide engineering and operational assistance in support of various technical and regulatory issues. Updates will be coordinated with Cocoa Utilities when regulatory issues/impacts to the CIP arise on topics including water resources, well field operations and performance evaluation, drinking water treatment, water quality in the treatment and distribution systems, wastewater collection/treatment, water treatment/distribution, effluent management, permitting and numerical nutrient criteria. JACOBS will also attend regulatory meetings conducted by regulatory agencies, professional societies and Central Florida utilities when requested by Cocoa Utilities. Jacobs will provide engineering support related to the assessment, testing and optimization of water supply, treatment and distribution operations.

When the City requests technical or regulatory support, JACOBS will provide a scope and estimated level of effort for City review. The City will provide written authorization to proceed to JACOBS.

Task 4 – Construction Inspection Services

Cocoa has requested construction inspection services on an as-need basis for capital and treatment/storage/pumping related projects. When the City requests construction inspection services, JACOBS will provide a scope and estimated level of effort for City review. The City will provide written authorization to proceed to JACOBS.

As described below, activities are aligned with general construction management services and coordination as well as management of general contractors contracted with Cocoa. This task includes DM-T responsibilities related to program construction activities including, but not limited to:

- Assistance in resolving issues with the design consultant's services during construction for submittal reviews, processing of requests for information, processing of change requests, and design of necessary changes during construction.

- Review progress on submittal review by the design consultant and contractor
- Review of construction pay applications and schedule updates
- Attendance at monthly construction meetings
- Assistance with certification of completion for permits.
- Assistance with review of the as built drawings between the design consultant and Contractor.

The presence or duties of JACOBS' personnel at a construction site, whether as onsite representatives or otherwise, do not make JACOBS or JACOBS' personnel in any way responsible for those duties that belong to City and/or the construction contractor or other entities, and do not relieve the construction contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

JACOBS and JACOBS' personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except JACOBS' own personnel.

The presence of JACOBS' personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). JACOBS neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

Assumptions

The following assumptions were used to develop Task 4:

- No field office will be required for PMT construction inspectors. Staff will be housed in offices provided by the City. If field offices are required due to nature or location of project, this will be provided by contractor as part of their bid.
- Record drawings, based on as-builts from the Contractor, will be prepared by the design consultant.
- Any required certifications for completion will be prepared by the designated engineer of record which will be the firm or entity who prepared the design.

Deliverables

Construction inspection related deliverables associated with this task may include, but are not limited to;

- Daily inspection reports
- Materials testing reports and logs
- Pressure/bacteriological testing reports and logs
- Conversation records
- Review comments for contractor pay requests
- Review comments for contractor red-lined as-built drawings

The documents listed above will be reviewed and approved by Cocoa Utilities staff and stored in the document control system.

Task 5 Utility Information Management Systems Support

JACOBS will provide as-needed GIS and information management support services to the Utility. Types of support activities may include but is not be limited to; further development and implementation of best management practices, development of a GIS strategic plan, support to field operations with implementation of InfoWater and transfer of data to GIS, as well as development of communication tools and processes for use by the Utility, assistance with scanning As-Builts and updating As-Built information into the system as provided by the City.

Task 6 Program Website

Task 6.1 Baseline and Monthly Website Updates

Based on the validation results of Subtask 1.1.2, the existing Program Website will be updated with the new FY2025 baseline information and new projects added to the capital plan for FY2025. The site will be updated on a monthly basis based on the monthly schedule and cost data revisions, and updated key performance indicators (KPIs).

Additional Services

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

- Services related to development of the City's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Services related to provision of support related to City furnished equipment, materials, and supplies.
- Performance of materials testing, specialty testing and surveying services.
- Services related to damages caused by fire, flood, earthquake or other Acts of God.

- Services related to the City's operation and use of the completed project other than as specifically provided in the above scope of work.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services for the investigation and analysis of contractor claims; preparation of reports on contractor claims.
- Development, coordination or participation in partnering programs.
- Value engineering or similar value analysis studies.
- Performing periodic labor evaluations and processing prevailing wage documentation.
- Construction Management and Inspection services required due to an increase to the number of construction days of the contract for construction on which services are provided.
- Any other services designated in this scope of services as additional services.
- The additional services task will only be utilized upon written authorization by the City of Cocoa.

Safety

JACOBS and JACOBS' personnel have no authority to exercise any control over any 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 contractor(s) or other entity or any other persons at the site except JACOBS' own personnel.

General Task Order Assumptions

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

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

JACOBS Quality Control services are in an advisory role only and offered for the City's consideration. Jacobs does not assume any liability associated with the City's staff in the execution of their work.

As-built drawings may not represent the exact location, type of various components, or exact manner in which the project was finally constructed. JACOBS is not responsible for

errors, omission, accuracy, or completeness of the information incorporated into the as-built drawings.

Recommendations by JACOBS to City for periodic construction progress payments to the construction contractor will be based on JACOBS' knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by JACOBS to ascertain that the construction contractor have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that JACOBS has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to City free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between City and the construction contractor that affect the amount that should be paid.

Schedule

This Task Order covers the period from date of October 1, 2024 through September 30, 2025.

Subconsultants

Should the need arise to perform website maintenance or upgrades, JACOBS may contract with a qualified web development subconsultant to have the services performed on a time and materials basis, as discussed in Task 6.2 above.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized in Table 1 below by task.

Table 1 Summary of Compensation

Task	Hours	Fee
TASK 1 Program Management and Administration	1,270	$255,755
TASK 2 Program Design Management and Construction Support	332	$48,900
TASK 3 Technical and Regulatory Support	1,390	$246,500
TASK 4 Construction Inspection Support	200	$28,400
TASK 5 Utility Information Management Systems Support	550	$104,450
TASK 6 Program Website	86	$12,882
EXPENSES & SUBCONSULTANTS	N/A	$1,500
Grand Total	**3,828**	**$698,387**

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

Attachments

Attachment A –Operating Revenue Funded Projects List for Program Management Services

Attachment B – Operating Revenue Funded Project List with Assignment of Responsibilities

Attachment C – Per Diem Rates Schedule

Acceptance

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

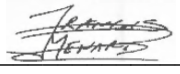
Approved for City of Cocoa

By _____

Title _____

Date _____

Accepted for JACOBS Engineering Group Inc

By 

Title Vice President

Date August 15, 2024

Attachment A

CIP/Utility Projects List for FY25 Program Management Services - August 2025

PN	FY2025 Operating Revenue Funded Projects
WS25XX	Dyal Ground Water (GW) Filter Washwater Tank Interior Coating
WS25HS	New Jockey High Service Pumps
WS25DA	Dyal MCC Building #12 (2) 1.5 Ton Split System AC Unit Replacement
WS25DC	Dyal MCC Chemical Building (2) 1.5 Ton Split System AC Unit Replacement
WS23RR	Railroad WM Crossing near Wickham Rd (Pineda Crossing WM Replacement)
WS23WR	Replacement of the Dyal Wewa WTP Pump and Chemical Building Roof
WS0904	CIPP Rehabilitation Program
WS1106	Raw Water Well Rehabilitation (WS-19)
WS1201	Pipe Infrastructure Assessment and Replacement
WS18BR	Banana River Tank Replacement
WS21OZ	WT46 Ozone Improvements
WS23BR	Dyal Carbon Dioxide Bulk Tank Replacement ~~Package System~~
WS18RD	WT63 Replacement of Dyal Finished Water Steel GST
WS24MC	Sellers WRF Replacement of MCCs 7 & 8
WS24LI	Lift Station Improvements and Rehab (Lift Station 12 and 38)
WS24TC	Dyal Taylor Creek Reservoir Pump Station Improvements
WS24LR	Lift Station 19 Replacement
WS24CP	Water Capital Plan 5 Year Update
DYET22	Elevated Tower Coating and Structural Repairs
TBD	Future Treatment Technology Study - Dyal (Membrane Treatment Pilot Study)
WS19GF	GW Flume Coating Repairs
WS23ML	Sellers WRF Motor & Logic Control Panel Replacement
WS20DW	Dyal Install New Well #17
WS21CG	Utility Extension Lakes at Cocoa Grove (Water)
WS21CG	Utility Extension Lakes at Cocoa Grove (Sewer)
WS21SC	36" WM Crossing Replacement at Sykes Creek Bridge
WS22IR	Replacement of Sellers Internal Recycle Pumps (IRP)
WS23PT	Surface Water Treatment Plant Chemical Facility Upgrades (Formally New Cal-flo Tank)(Dyal)
WS23RC	Clarifiers 1 and 2 Structural Repairs
WS18FB/GR2108	Fiske Boulevard Pipeline Improvements - Peachtree to Highland **JOINT PUBLIC WORKS**
WS20G2	Gravity Sewer Installation - Zone J (SOIRL)
WS20GS	Gravity Sewer Installation - Zone K (SOIRL)
CA2502	14"/18" AC Raw Water Pipeline Upgrade and Well 17 Area Isolation Valves - Phase I Construction
WS21SP	Replacement Program of Lift Station SCADA Panel RTUs
WS25XX	Camp Road/US 1 Forcemain Replacement
WS25RT	Lift Station Communication Upgrades
SW22AB	Sellers WRF Air Supply System Upgrades
WS25A	A/C Replacement in MCC Building 1 and 2

Attachment B

CIP/Utility OR Funded Projects List for FY25 Program Management Services - August 2025

PN	FY2025 Operating Revenue Funded Projects	Phases for FY2025	Design Management	Bid/Construction Project Support	Construction Management/ Inspection	Technical Assistance
WS25XX	Dyal Ground Water (GW) Filter Washwater Tank Interior Coating	Planning	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS25HS	New Jockey High Service Pumps	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS25DA	Dyal MCC Building #12 (2) 1.5 Ton Split System AC Unit Replacement	Planning	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS25DC	Dyal MCC Chemical Building (2) 1.5 Ton Split System AC Unit Replacement	Planning	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS23RR	Railroad WM Crossing near Wickham Rd (Pineda Crossing WM Replacement)	Planning	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS23WR	Replacement of the Dyal Wewa WTP Pump and Chemical Building Roof	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS0904	CIPP Rehabilitation Program	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS1106	Raw Water Well Rehabilitation (WS-19)	Design and Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS1201	Pipe Infrastructure Assessment and Replacement	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS18BR	Banana River Tank Replacement	Design	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS21OZ	WT46 Ozone Improvements	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS23BR	Dyal Carbon Dioxide Bulk Package System	Design	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS18RD	WT63 Replacement of Dyal Finished Water Steel GST	Design	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS24MC	Sellers WRF Replacement of MCCs 7 & 8	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS24LI	Lift Station Improvements and Rehab (Lift Station 12 and 38)	Design	City of Cocoa	City of Cocoa	Not Applicable	Jacobs
WS24TC	Dyal Taylor Creek Reservoir Pump Station Improvements	Design	City of Cocoa	City of Cocoa	Not Applicable	Jacobs
WS24CP	Water Capital Plan 5 Year Update	Planning	City of Cocoa	Not Applicable	Not Applicable	Jacobs
DYET22	Elevated Tower Coating and Structural Repairs	Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
TBD	Future Treatment Technology Study - Dyal (Membrane Treatment Pilot Study)	Planning	City of Cocoa	Not Applicable	Not Applicable	Jacobs
WS19GF	GW Flume Coating Repairs	Planning	City of Cocoa	Not Applicable	Not Applicable	Jacobs
WS23ML	Sellers WRF Motor & Logic Control Panel Replacement	Design and Implementation	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS20DW	Dyal Install New Well #17	Design and Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS21CG	Utility Extension Lakes at Cocoa Grove (Water)	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS21CG	Utility Extension Lakes at Cocoa Grove (Sewer)	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS21SC	36" WM Crossing Replacement at Sykes Creek Bridge	Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS22IR	Replacement of Sellers Internal Recycle Pumps (IRP)	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS23DF	Dyal Groundwater Filter 3 Rehab	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS23PT	Surface Water Treatment Plant Chemical Facility Upgrades (Formally New Cal-flo Tank) (Dyal)	Design and Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS23RC	Clarifiers 1 and 2 Structural Repairs	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS18FB/GR2108	Fiske Boulevard Pipeline Improvements - Peachtree to Highland **JOINT PUBLIC WORKS**	Design and Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS20G2	Gravity Sewer Installation - Zone J (SOIRL)	Planning and Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS20GS	Gravity Sewer Installation - Zone K (SOIRL)	Planning and Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
CA2502	14"/18" AC Raw Water Pipeline Upgrade and Well 17 Area Isolation Valves - Phase I Construction	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS21SP	Replacement Program of Lift Station SCADA Panel RTUs	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS25XX	Camp Road/US 1 Forcemain Replacement	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS25RT	Lift Station Communication Upgrades	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
SW22AB	Sellers WRF Air Supply System Upgrades	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS25A	A/C Replacement in MCC Building 1 and 2	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs

City of Cocoa FY2025 Program Management for OR Funded Projects Task Order 2025-46 Labor Hour Breakdown -08/12/2024

		Per Diem Schedule Description									
		Principal/Senior Reviewer/Consultant/Senior Project Manager	Senior Professional Engineer/Scientist/Consultant	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	Professional Engineer/Scientist/Consultant/Project Manager	Junior Professional Engineer/Scientist/Consultant	Project Engineer/Scientist/Consultant	Junior Project Engineer/Scientist/Consultant	Office/Project Administration	Labor Hours	Labor Fee
TASK #	**TASK NAME**	$235.00	$218.00	$199.00	$169.00	$142.00	$120.00	$110.00	$85.00		
1	**PROGRAM MANAGEMENT & ADMINISTRATION**										
1.1	**Program Management and Administration**										
1.1.1	Program Management & Oversight	500	100				60	24	12	696	$150,160
1.1.2	FY2025 Validation & CIP Update	50	30	20	20		75	40		235	$39,050
1.2	**Program Controls**										
1.2.1	Scheduling	8	40	75			12			135	$26,965
1.2.2	Cost Control	8	40	75			12			135	$26,965
1.2.3	Document Controls								24	24	$2,040
	QA / QC	45								45	$10,575
								Task Subtotals		**1,270**	**$255,755**
2	**PROGRAM DESIGN MANAGEMENT & PROJECT SUPPORT**										
	FY25 Support	40	40		40		100	100	12	332	$48,900
								Task Subtotals		**332**	**$48,900**
3	**TECHNICAL & REGULATORY SUPPORT**										
	FY25 Support	300	250	100	300		350	50	40	1,390	$246,500
								Task Subtotals		**1,390**	**$246,500**
4	**CONSTRUCTION INSPECTION SUPPORT**										
	FY25 Support				100		50	50		200	$28,400
								Task Subtotals		**200**	**$28,400**
5	**UTILITY INFORMATION MANAGEMENT SYSTEMS SUPPORT**										
5.1	GIS Support & Training		400				75	75		550	$104,450
								Task Subtotals		**550**	**$104,450**
6	**PROGRAM WEBSITE**										
	Website Updates	6	24				8	48		86	$12,882
								Task Subtotals		**86**	**$12,882**
								Labor Total		**3,828**	**$696,887**
								Expenses			**$1,500**
								Subcontracts			**$0**
								Task Order Total			**$698,387**

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

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

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

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

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

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

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

AGREEMENT FOR
CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

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

WITNESSETH:

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

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

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

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

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

1.0 TERM AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

2.0 DESCRIPTION OF SERVICES

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

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

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

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

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

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

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

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

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

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

13. Studies related to water treatment and quality;

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

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

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

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

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

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

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

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

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

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

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

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

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

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

10.0 INSURANCE

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

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

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

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

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

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

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

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

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

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

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

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

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

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

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

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

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

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

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

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

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

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

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

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

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

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

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

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

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

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

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

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

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

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

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

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

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

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

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

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

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

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

Notes:

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

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

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

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

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

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

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
1st AMENDMENT
JACOBS ENGINEERING GROUP INC.

This FIRST Amendment to the Continuing Services Agreement entered on February 5, 2020 for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

A. The Term is extended through February 4, 2025, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the first of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement to $4 million in accordance with the amended Consultants' Competitive Negotiation Act (CCNA). Section 2.5 of the agreement states, "No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement." This cost limitation was based on Florida Statute, Title XIX, 287.055, the CCNA. The Florida Legislature has since amended the CCNA, increasing the cost limitation effective July 1, 2020.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this First Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)
Vice President	Mayor
(Title)	(Title)
10/28/2022	12/13/2022
Signature / Date	Signature / Date

Attest: _____
Carie Shealy, City Clerk

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilities

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
2nd AMENDMENT
JACOBS ENGINEERING GROUP INC.

This SECOND Amendment to the Continuing Services Agreement entered on February 5, 2020, for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

A. The Term is extended through February 4, 2027, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the second of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement in accordance with the newly amended Consultants' Competitive Negotiation Act (CCNA). The contractual cost limitations are based on Florida Statutes § 287.055, the CCNA. The Florida Legislature has recently amended the CCNA, increasing the cost limitation effective July 1, 2024. Under the newly amended CCNA, the maximum cost for each individual project procured pursuant to the CCNA has risen to $7.5 Million, plus an annual increase based on the Consumer Price Index (CPI). Accordingly, Section 2.5 of the Agreement is stricken in its entirety and replaced with the following:

> No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the thresholds outlined in the Consultants' Competitive Negotiation Act, Florida Statutes § 287.055, ("CCNA"), may be the subject of a Task Order under this Agreement.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Second Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)

Vice President	Mayor
(Title)	(Title)
07/23/2024	
Signature / Date	Signature / Date

Attest: _____
Monica Arsenault, City Clerk

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Jack Walsh, Director, Utilities

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/03/2024

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

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

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071 USA	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE AMER INS CO — 22667 INSURER B : INDEMNITY INS CO OF NORTH AMER — 43575 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 750920128 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDO G4892007A	07/01/24	07/01/25	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY			ISA H10739585	07/01/24	07/01/25	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C5072041A (AOS)	07/01/24	07/01/25	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N / A		WCU C57256564 (OH)*	07/01/24	07/01/25	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory in NH)			SCF C57256710 (WI)	07/01/24	07/01/25	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C57256667 (AZ)	07/01/24	07/01/25	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 015	07/01/24	07/01/25	PER CLAIM/PER AGG	3,000,000

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

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

CERTIFICATE HOLDER

City of Cocoa FL

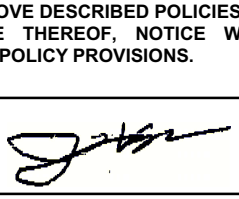
351 Schearer Blvd.

Cocoa, FL 32922 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/03/2024

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

Additional Description of Operations/Remarks from Page 1:

Additional Information:

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

SUPP (05/04)

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number 8
Policy Symbol HDO	Policy Number G4892007A	Policy Period 07/01/2024 TO 07/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

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

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

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

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

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number 2
Policy Symbol ISA	Policy Number H10739585	Policy Period 07/01/2024 TO 07/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

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

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

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

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

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS SOLUTIONS INC. 555 S. FLOWER STREET SUITE 3200 LOS ANGELES CA 90017	Endorsement Number Policy Number Symbol: WLR Number: C5072041A
Policy Period 07-01-2024 **TO** 07-01-2025	Effective Date of Endorsement 07-01-2024
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

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

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

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

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

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

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

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

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

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

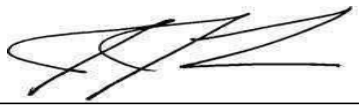
H. We may arrange with your representative to send such notice in the event of any such cancellation.

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

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

All other terms and conditions of this Policy remain unchanged.

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



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured **Jacobs Solutions Inc.**			Endorsement Number
Policy Symbol **EON**	Policy Number **G21655065 015**	Policy Period **07/01/2024 to 07/01/2025**	Effective Date of Endorsement **07/01/2024**
Issued By (Name of Insurance Company) **ACE American Insurance Company**			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

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

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

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

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

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

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

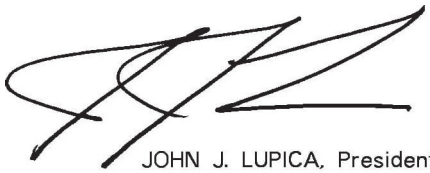
E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.

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

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

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

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



JOHN J. LUPICA, President
Authorized Representative

Legislation Details (With Text)

File #:	24-545	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	9/11/2024			**In control:**	City Council
On agenda:	9/24/2024			**Final action:**	
Title:	To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello. SC.; To Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2025 Budget for Chemicals, pending approval of the FY25 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sole Source with Quote 9.13.2024.pdf Pre-Approved Confirmation Vendors List.pdf Burnett Lime Resolution No. 2024-093 to Waive Competitive Bidding.pdf Burnett Lime Co., Inc. COI Exp. 10.01.2024.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2024
Agenda Date: September 24, 2024
Prepared By: James Mitchell, Water Treatment 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 Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello. SC.; To Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2025 Budget for Chemicals, pending approval of the FY25 Budget.

BACKGROUND:

The Cal~Flo chemical was pilot tested and selected as part of the chemical treatment process in 1999 when the surface water treatment process was constructed. Due to the unique water chemistry and the need to create a design with consistent water chemistry reactions during treatment, it was determined that some of the chemicals tested and used to treat surface water must remain constant such as Cal~Flo. The Cal~Flo lime system is a patented process that is owned exclusively by the Burnett Lime Company making this a sole source purchase.

The estimated budget for Cal~Flo chemical is developed by staff based on anticipated water processing demands; however, demands will fluctuate and the actual use of the chemical will vary. As these variances occur, staff will adjust chemical budgets throughout the year as a necessary and

may increase or decrease based on the need; however, the total budget for Cal~Flo authorized by this agenda in the amount of $ 260,000.00 for Dyal will not be exceeded unless it is resubmitted to City Council for approval.

Staff is requesting City Council continue to approve and 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.

Staff is recommending the approval to make a sole source purchase outline above for the purpose of providing necessary chemical for the Dyal Water Treatment Plant for FY25.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$260,000.00
Account Number	421-4020-536.52-09
Account Name	Chemicals

Source of Funds: Operating Revenue

Dyal Plant		Budgeted
Cal~Flo	DYCH10	$260,000.00

PREVIOUS ACTION:

On October 24th, 2023, City Council Approved a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello SC.

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello. SC.; To Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2025 Budget for Chemicals, pending approval of the FY25 budget.

BURNETT LIME COMPANY, INC.

7095 HIGHWAY 11 • CAMPOBELLO, SC 29322 • 864-592-1658 • FAX: 864-592-1690 WWW.BURNETT-INC.COM

September 13, 2024

Katrina E. Combs
Utilities Administrative Technician,
Cocoa Beach Utilities
28400 State Road #520
Cocoa, FL 32922

Subject: Sole Source CAL~FLO® Lime Slurry

Katrina,

Burnett Lime Company, Inc., is the sole manufacture of its product, CAL~FLO® Lime Slurry. Burnett Lime Company, Inc. is the sole or exclusive representative for CAL~FLO® Lime Slurry and CAL~FLO® Lime Slurry Systems within the state of Florida for the purchase of new products, OEM repair parts, repairs and maintenance.

CAL~FLO is a Burnett Lime Company, Inc. trademark, which is produced and sold with the patented CAL~FLO® Lime Slurry System. In selecting the CAL~FLO® system and slurry, your facility will receive our feed system functional guarantee (since the CAL~FLO® slurry meets the required specifications for proper operation).

No other representative can sell products, repair/replacement parts, maintenance, repair/replacement services, field services and technical support for Burnett Lime Company, Inc.

Burnett Lime Company, Inc. is the sole authorized repair facilitator for maintenance and installation in addition to stocking all authorized repair parts.

Your contact for CAL~FLO® Lime Slurry is:

Name	Andrew Cannon or Judy Gregory
Address	7095 Hwy 11, Campobello, SC 29322
Phone	864-592-1658
Email	acannon@burnett-inc.com cc: jgregory@burnett-inc.com

Pricing: The delivered price for CAL~FLO slurry to Dyal WTP will be $0.103 per liquid pound. This price will be firm for the physical year October 1, 2024 – September 30, 2025.

If you have questions regarding this issue, please contact me at 864-592-1658.

Thank you,

Hugh Burnett, Vice-President
BURNETT LIME COMPANY, INC.
Email: hburnett@burnett-inc.com
Web: www.burnett-inc.com

Pre-Approved Confirmation Vendors

Pre-Approved Confirmation Vendors do not require confirmation justification memos.

Sub-commodity code 012

Note: For all Pre Approved Confirmation Purchase Orders, this list must be added to Laserfiche as back-up.

Current As Of August 2, 2018

Approved Vendors	Vendor Number	Product/ Service
Bob Steele Chevrolet Inc.	30	Accident repair only (not regular service)
Bryant, Miller & Olive	7550	Legal
Burnett Lime Co.	8684	Repair and Maintenance Calflo Liquid Lime
City of Cocoa Utilities	335	Water Meter Bills
Dana Safety Supply (DSS)	9628	Public Safety and Utility lighting and equipment –Fleet only
FEC ROW (f.k.a. FDG Flagler Station)	9082	Pipe Crossings
Federal Express Corp. (FEDEX)	452	Shipping
Fiserv Solutions, Inc.	1211	Electronic payments
Fisher & Phillips	2867	Legal
FL Division of Worker's Comp	7596	WC Assessment
FL Municipal Insurance Trust	7791	Insurance
FL Municipal Insurance Trust/Talla	5515	Insurance
Florida East Coast Railway LLC	1987	Railroad Crossing Maintenance
Florida East Coast Railway Orlando	7268	Railroad Crossing Maintenance
Florida Today	4155	Legal Ads
Florida Unemployment Comp. Fund	2018	Unemployment Compensation
Garganese, Weiss & D'Agresta, P.A.	6691	Legal
GATTO's Tire & Auto Service	60	Tires & Service—Fleet only
Glover Oil Co., Inc.	598	Fuel
Lewis, Longman & Walker	6791	Legal
Lisa Cullen, Brevard Tax Collector	2752	Taxes, Postage Notices, Lockbox
Office of State Attorney	8582	Police Matters
Progressive Document Destruction	6375	Shredding Documents
Ring Power Orlando	7604	Caterpillar Generator Repair & Maintenance
Ring Power Palm Bay	1677	Caterpillar Generator Repair & Maintenance
Scott Ellis, Clerk of Court	5981	Recording Fees
Solid Waste Management	5123	Land Fill Charges
Stericycle, Inc.	9235	Disposal of Biohazardous Waste
Supervisor of Elections	912	Election Poll Fees
Total Admin. Services Corp.	9943	Flexible Spending Account (FSA) Admin Fees
Trane Maitland	9530	Dyal WTP, Utilities Building & Booster Stations
Trane Orlando Co.	6762	Dyal WTP, Utilities Building & Booster Stations
Tron's Auto Towing	6056	Towing Service
United Parcel Service (UPS)	312	Shipping
Water Treatment & Controls	1345	Emergency Repairs for Wallace & Tiernan Equip
Xylem Water Solutions USA, Inc. (PA)	1240	Ozone Generators Emergency Repairs

Approved by:

City Manager

8/15/18

Date

RESOLUTION NO. 2024-093

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, that:

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 24th day of September, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

EXHIBIT "A"

To Resolution No. 2024-093

Polyfloc AP 1120P is a polymer used in the water treatment process. Polymers are mainly used as a way to increase the velocity of settling in clarifiers or increase the size of flocs for mechanical separation. Polymers are also widely used in the sludge dewatering processes to help crate large solids allowing for a better solid-liquid separation.

Staff at the Dyal WTP tested several different types of polymers for the use in the treatment process and fount Ployfloc AP1120P to be the most effective of those tested, Veolia WTS USA, Inc. of Trevose, PA is the sole source distributor.

The City of Cocoa's recommended action is to approve a resolution waving the competitive bidding process for the purpose of making sole source purchase of Polyfloc AP1120P from Veolia WTS USA, Inc. of Trevose, PA is the sole source distributor.

Supporting documentation has been provided toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

_____

Stockton Whitten
City Manager

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/20/2023

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

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

PRODUCER
CWS Insurance
PO Box 1988
435 E Kennedy St
Spartanburg SC 29302

CONTACT NAME: Julie Mitchem
PHONE (A/C, No, Ext): (864) 583-1451 **FAX (A/C, No):** (864) 585-6450
E-MAIL ADDRESS: julie@cwsinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Co.	25623
INSURER B : Travelers Indemnity Co.	25658
INSURER C : Travelers Indemnity of America	25666
INSURER D : Standard Fire Insurance Company	19070
INSURER E :	
INSURER F :	

INSURED
Burnett Lime Co., Inc & Cal Transport, Inc. Cal Flo, LLC, DBA: Burnett
7095 Hwy 11
Campobello SC 29322

COVERAGES **CERTIFICATE NUMBER:** 23/24 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			Y-630-3C77676A-PHX-23	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			840-3C864377-23	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CUP-0L837646-18-23	10/01/2023	10/01/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-6J854640-23	10/01/2023	10/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Motor Truck Cargo			Y-630-3C77676A-PHX-23	10/01/2023	10/01/2024	Per Conveyance/$50,000 Coverage/$50,000	Load Unload/ Deduct/$5,000

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

The City of Cocoa is included as additional insured with regards to General Liability if required by written contract.

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Legislation Details (With Text)

File #:	24-547	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/11/2024			**In control:**	City Council
On agenda:	9/24/2024			**Final action:**	

Title: To Approve the FY25 Renewal of Existing Chemical Supply and Delivery Agreements for Water and Wastewater Treatment with Allied Universal Corp. (Contract B-22-12-COC-B) for the Purchase of Sodium Hypochlorite. To Authorize the City Manager to execute Contract, Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total Estimated FY2025 Adopted Budget for Chemicals, pending approval of the FY25 Budget. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments: 1st Amendment to Service Agreement.pdf
Allied COI Exp. 08.31.2025.pdf
Allied SLA B-22-12-COC-B.pdf
Allied E-Verify.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2024
Agenda Date: September 24, 2024
Prepared By: James Mitchell, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the FY25 Renewal of Existing Chemical Supply and Delivery Agreements for Water and Wastewater Treatment with Allied Universal Corp. (Contract B-22-12-COC-B) for the Purchase of Sodium Hypochlorite. To Authorize the City Manager to execute Contract, Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total Estimated FY2025 Adopted Budget for Chemicals, pending approval of the FY25 Budget.

BACKGROUND:

The Dyal Water Treatment (WTP) and Sellers Wastewater Treatment (WWTP) Plants establish estimated annual chemical budgets base on anticipated demands; however, demands will fluctuate and the actual use of each chemical will vary. As these variances occur, staff will adjust chemical budgets throughout the year as necessary and may lower or increase based on need. The total FY25 budgets for chemicals for the Dyal WTP ($6,821,500.00) and Sellers WWTP ($191,622.00) will not be exceeded unless they are resubmitted to City Council for approval.

Staff is requesting City Council approve a renewal to the following contract in order to continue to purchase these chemicals for water and wastewater treatment:

Contract #	Vendor	Chemical	Start	Current End Date	Renewal Through
B-22-12-COC-B	Allied universal Corporation	Liquid Sodium Hypochlorite	9/27/2023	9/26/2024	9/26/2025

The extension requested above represents a portion of the total vendors that supply the city with chemicals. The remaining vendor have either been approved in other actions or will be brought to City Council under separate agenda items. Pending approval of the FY25 Budget.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, pending approval of the FY25 Budget.
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	Dyal WTP - $886,000.00 Sellers WWTP - $191,622.00
Account Number	421-4020-536.52-09 - Dyal 421-4120-536.52-09 - Sellers
Account Name	Chemicals
Source of Funds:	Operating Revenue

Dyal WTP		Budgeted
Sodium Hypochlorite	DYCH01	$96,000.00
Sodium Hypochlorite	DYCH20	$790,000.00
Total		**$886,000.00**

Sellers WWTP	Budgeted
Sodium Hypochlorite	$191,622.00

PREVIOUS ACTION:

On September 27th, 2021, agenda item 22-475 City Council Approved awards to Allied Universal under Bid No. ITB B-22-13-COC.

On September 12th, 2023, agenda item 23-557 City Council Approved award to Allied Universal under Bid No. ITB B-22-12-COC-B.

RECOMMENDED MOTION:

To Approve the FY25 Renewal of Existing Chemical Supply and Delivery Agreements for Water and Wastewater Treatment with Allied Universal Corp. (Contract B-22-12-COC-B) for the Purchase of Sodium Hypochlorite. To Authorize the City Manager to execute Contract, Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total Estimated FY2025 Adopted Budget for Chemicals, pending approval of the FY25 Budget.

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

CITY OF COCOA

AMENDMENT TO SERVICE AGREEMENT

1st AMENDMENT

Water and Wastewater Treatment Chemical – Liquid Sodium Hypochlorite

CONTRACT NO. B-22-12-COC-B

This FIRST Amendment to the Service Agreement for Water and Wastewater Treatment Chemical – Liquid Sodium Hypochlorite is made between the City of Cocoa and Allied Universal Corporation, 3901 NW 115 Ave., Miami, FL 33178.

The agreement entered on September 27, 2022, is hereby amended to renew for the first renewal option for twelve (12) additional months at the rate of **$1.47** per gallon with terms, and conditions commencing on September 27, 2023, and terminating on September 26, 2024.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

ALLIED UNIVERSAL COPORATION

By: Jim Palmer
(Name) Printed

President/CEO
(Title)

August 14, 2023
Signature Date

CITY OF COCOA

By: Stockton Whitten
(Name) Printed

City Manager
(Title)

Signature Date

ATTESTED BY:

Signature/Title

CC: Carie Shealy, City Clerk
Sean McFarland, Water Treatment Manager
Brian Dale, Purchasing Manager

ALLIUNI-01 SSIMEON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/11/2024

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

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

PRODUCER	CONTACT NAME: Sandy Simeon
Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370
INSURER B : Great Divide Insurance Company	25224
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Allied Universal Corp.
3901 NW 115 Avenue
Miami, FL 33178

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE ☐ OCCUR	X		GLP202370317	8/31/2024	8/31/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Retro Date 1/12/1988						MED EXP (Any one person)	$ 25,000
	X Contractual Lia Incl						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	☐ POLICY ☐ PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	☐ OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BAP202370417	8/31/2024	8/31/2025	BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	☐ UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 9,000,000
	X EXCESS LIAB ☐ CLAIMS-MADE			FFX202370617	8/31/2024	8/31/2025	AGGREGATE	$ 9,000,000
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Poll Liab Claim Made			SSP202370517	8/31/2024	8/31/2025	Ech Poll Condition	1,000,000
A	Poll Retro 8/21/95			SSP202370517	8/31/2024	8/31/2025	Total Aggregate	3,000,000

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

City of Cocoa is included as additional insured with respect to general liability when required by written contract, in accordance with the policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

City of Cocoa
375 N. Cocoa Blvd.
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CITY OF COCOA

SERVICE AGREEMENT

B-22-12-COC-B

Water Treatment Chemicals – Liquid Sodium Hypochlorite

Allied Universal Corporation

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

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SERVICE AGREEMENT

Water and Wastewater Treatment Chemicals for Dyal Water Treatment Plant And Jerry Sellers Water Reclamation Facility

THIS AGREEMENT ("Agreement") is made the 27th day of September, 2022, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL, 32922, hereinafter referred to as "CITY," and ALLIED UNIVERSAL CORPORATION, with its principal place of business located at 3901 NW 115 Ave, Miami, FL, 33178, hereinafter referred to as "SERVICE PROVIDER."

RECITALS:

WHEREAS, CITY is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain all materials, service, equipment, and labor required for the delivery of certain water treatment chemicals as are necessary for the functioning of the Dyal Water Treatment Plant to treat potable water and wastewater; and

WHEREAS, SERVICE PROVIDER is an active for-profit corporation, existing under the laws of the State of Florida, experienced in the foregoing and agrees to perform these services for the CITY under the terms and conditions set forth in this Agreement; and

WHEREAS, SERVICE PROVIDER and CITY are hereby bound by the terms and conditions of this Agreement. CITY and SERVICE PROVIDER are hereby also bound by the terms and conditions of the Purchase Order, attached hereto as **Exhibit "A"** and incorporated by reference; the CITY's Invitation to Bid Number ITB B-22-12-COC, attached hereto as **Exhibit "B"** and incorporated by reference; and

WHEREAS, pursuant to **Exhibit "B"** and **Exhibit "C,"** SERVICE PROVIDER will enter into a separate agreement with any other Treatment, Storage, and Disposal Facility as is necessary to comply with Federal, State, and local regulations regarding the transportation and delivery of hazardous chemicals; and

WHEREAS, CITY shall not be held responsible for violations of any federal, state, or local regulations that occur related to the transportation and delivery of hazardous chemicals by SERVICE PROVIDER.

NOW, THEREFORE, in consideration of the mutual premises set forth in this Agreement, it is agreed by and between CITY and SERVICE PROVIDER as follows:

SECTION ONE
NATURE OF WORK

SERVICE PROVIDER will provide services related to the transport and delivery of chemicals, specifically Liquid Sodium Hypochlorite, for water and wastewater treatment at the Dyal Wastewater Plant, as are described in **Exhibit "B,"** attached hereto and incorporated herein

by this reference, generally referred to as "Services" herein. SERVICE PROVIDER shall ensure that the Liquid Sodium Hypochlorite provided to CITY meets the quality and purity standards outlined in **Exhibit "B."** Providing chemicals that do not meet applicable quality and purity standards shall be considered a material breach. Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The SERVICE PROVIDER warrants that it holds any and all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement, including a City of Cocoa Business Tax Receipt (unless SERVICE PROVIDER is otherwise exempt from the payment of the City's business taxes). The SERVICE PROVIDER shall immediately notify the CITY in the event of a loss, suspension or termination of any license required to perform the Services set forth in this Agreement. SERVICE PROVIDER acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the Services, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance as set forth herein, and the steps necessary to complete the Services within the time set forth herein. SERVICE PROVIDER warrants unto the City that it has the competence and abilities to carefully and faithfully complete the Services within the time set forth herein. SERVICE PROVIDER will perform its Services with due and reasonable diligence consistent with sound professional practices. SERVICE PROVIDER shall ensure compliance with all applicable safety standards and with all federal, state, and local regulations related to the handling, transportation, and delivery of Liquid Sodium Hypochlorite.

SECTION TWO
PLACE OF WORK

SERVICE PROVIDER agrees to come to the CITY's Dyal Water Treatment Plant and Jerry Sellers Water Reclamation Facility, or such other places as reasonably designated by the CITY, to perform the Services as necessary. The address of the Dyal Water Treatment Plant and Jerry Sellers Water Reclamation Facility are provided in **Exhibit "B,"** and are incorporated herein by reference. SERVICE PROVIDER shall be responsible for coordinating access to the location where the Services will be performed and all necessary meeting, set-up, staging or workstation space with the CITY's representative. SERVICE PROVIDER shall additionally follow all security protocols deemed necessary by the CITY as determined in its sole discretion. As part of the Services, SERVICE PROVIDER will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, passwords, and similar security codes and identifiers issued to SERVICE PROVIDER's employees, agents, or subcontractors, as applicable. SERVICE PROVIDER agrees to require its employees to promptly report a lost or stolen access device or information. CITY or its affiliates shall at all times have the right to review or observe the Services performed by SERVICE PROVIDER. No inspection, review, or observation shall relieve SERVICE PROVIDER of its responsibility under this Agreement.

SECTION THREE

TIME DEVOTED TO WORK

In the performance of Services, the services and number of hours SERVICE PROVIDER is to work on any given day will be entirely within SERVICE PROVIDER'S control and professional judgment, and CITY will rely upon SERVICE PROVIDER to exercise sound professional judgment and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement. SERVICE PROVIDER shall be required provide and deliver chemicals for the Term of this Agreement pursuant to the relevant provisions of **Exhibit "B,"** attached hereto and incorporated by reference. The chemicals that SERVICE PROVIDER has agreed to supply to CITY shall be delivered on an as-needed basis to CITY. Deliveries are FOB to the CITY's destination. When services are required, CITY shall submit an order to SERVICE PROVIDER. Generally, deliveries should be made between the hours of 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday), or as otherwise provided by the CITY. CITY shall have sole discretion as to when deliveries are to be received. Unless otherwise agreed to at the time an order is placed, SERVICE PROVIDER is to make deliveries within three days (72 hours, including weekends and holidays) of the CITY operations staff placing an order. SERVICE PROVIDER shall comply with delivery procedures, safety requirements, and documentation requirements as are set forth in **Exhibit "B."** SERVICE PROVIDER shall ensure that an appropriate Bill of Lading/Weigh Slip containing the required information described in **Exhibit "B"** shall be included with each delivery. All work furnished by the SERVICE PROVIDER hereunder shall conform to high quality professional standards of care and practice in effect at the time the work was performed. SERVICE PROVIDER shall complete all of said Services in a timely manner and will keep the CITY apprised of the status of work as reasonably requested by the CITY. Should SERVICE PROVIDER fall behind on an established schedule, it shall employ such resources so as to comply with the schedule. No extension for completion of Services shall be granted to SERVICE PROVIDER without CITYs prior written consent.

SECTION FOUR
PAYMENT

SERVICE PROVIDER will be compensated as set forth in SERVICE PROVIDER's Bid Price Schedule, which is found in SERVICE PROVIDER's Response to ITB B-22-12-COC. SERVICE PROVIDER's Response and the Bid Price Schedule contained therein are attached hereto as **Exhibit "C,"** and are incorporated by reference. Pursuant to Exhibit "B," delivery shall be FOB to the CITY's destination and shall be invoiced to the CITY no later than 30 days after delivery. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. All Services provided to the CITY must be described upon the Service Provider's invoice with sufficient clarity for the CITY to easily identify and confirm the Services having been provided. All invoice entries shall clearly indicate the type of Service rendered, identify the SERVICE PROVIDER's employee who rendered such Service, and note the appropriate charge and hourly rate, if applicable. If upon the request of the CITY,

SERVICE PROVIDER agrees to perform additional services hereunder, the CITY shall pay SERVICE PROVIDER for the performance of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to this Agreement providing for such additional fee and services, executed by the parties to this Agreement. The City shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and the addendum has been approved by the City Council or City Manager in accordance with the City's purchasing policies and procedures.

SECTION FIVE
TERM

The term shall commence upon the parties' execution of the Agreement. ("Commencement Date"). The term of this Agreement shall be as contained in **Exhibit "B."** The initial term of the Agreement shall be for one (1) year with the option to extend for three (3) additional one (1) year periods. The CITY's City Manager may exercise a renewal option, subject to SERVICE PROVIDER'S agreement to the renewal, by providing the SERVICE PROVIDER with at least thirty (30) days written notice in advance of the anniversary of the Commencement Date. Renewals shall be made upon mutual agreement of the Parties and upon the same terms described herein.

SECTION SIX
STATUS OF SERVICE PROVIDER

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Florida corporation, will not be considered an employee of the CITY for any purpose.

SECTION SEVEN
INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which CITY, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts, errors, omissions or willful misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement; or which arise out of any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents; or any breach of this Agreement by SERVICE PROVIDER, its employees, or agents, except to the extent of the negligence, wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives or others beyond SERVICE PROVIDER's control.

SERVICE PROVIDER shall further protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, alleging that the work furnished by the SERVICE PROVIDER hereunder, or any part thereof, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of the United States. SERVICE PROVIDER shall pay all damages and costs awarded against the CITY in connection with any such infringement, copyright, trademark or other intellectual property right claims.

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This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

SECTION EIGHT
TERMINATION

Notwithstanding Section Five, the CITY may terminate this Agreement for any reason, with or without cause and without penalty, by giving the SERVICE PROVIDER thirty (30) days advance written notice of the termination of this Agreement. In the event of any termination without cause pursuant to the preceding sentence, CITY shall continue to be responsible for the payment of any outstanding undisputed invoices delivered to CITY prior to the date of termination. In addition, should SERVICE PROVIDER materially breach this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach by the CITY, the CITY shall be entitled to terminate this Agreement immediately and SERVICE PROVIDER shall refund the CITY any pre-paid fees for Services not delivered to the CITY's satisfaction by SERVICE PROVIDER.

SECTION NINE
PUBLIC RECORDS

A. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws (collectively, the "Public Records Laws"), SERVICE PROVIDER 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 SERVICE PROVIDER related directly 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 under and pursuant to the Public Records Laws, whether in the possession or control of the City or the SERVICE PROVIDER. If and to the extent 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 SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as "public records"), they may not be destroyed without the specific written approval of the City's designated custodian of public records. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the SERVICE PROVIDER be open and freely exhibited to the CITY for the purpose of examination and/or audit upon reasonable notice. Notwithstanding anything herein to the contrary, the parties agree to maintain the confidentiality of any and all records or documents from disclosure that are deemed confidential and/or exempt from public records disclosure pursuant to federal or state law, including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'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, 65 Stone Street, Cocoa, FL 32922.

SERVICE PROVIDER is required to and agrees to comply with applicable public records laws. SERVICE PROVIDER shall keep and maintain all public records required by the City to perform the services as agreed to herein. SERVICE PROVIDER shall provide the City, upon request from the City Clerk, copies of the requested public records or allow the public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. SERVICE PROVIDER 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. Upon completion of the Agreement, SERVICE PROVIDER shall transfer to the City, at no cost, copies of all public records in possession of the SERVICE PROVIDER, provided the transfer is requested in writing by the City Clerk. Upon such transfer, SERVICE PROVIDER 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 copies of the public records be transferred, the SERVICE PROVIDER shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records, subject to SERVICE PROVIDER's document retention policies and regulatory

requirements. All public 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 SERVICE PROVIDER of the request and the SERVICE PROVIDER shall then provide such public records to the City or allow the records to be inspected or copied within a reasonable time. If the SERVICE PROVIDER does not comply with a public records request, the City may enforce this Section to the extent permitted by law. SERVICE PROVIDER acknowledges that if the SERVICE PROVIDER does not provide the public records to the City within a reasonable time, the SERVICE PROVIDER may be subject to penalties under Section 119.10, Florida Statutes. The SERVICE PROVIDER acknowledges that if a civil action is filed against the SERVICE PROVIDER to compel production of public records relating to this Agreement, the court may assess and award against SERVICE PROVIDER 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 SERVICE PROVIDER, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise upon reasonable notice. Failure by SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER's failure to comply with this Section, the City shall collect from SERVICE PROVIDER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SERVICE PROVIDER. 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 SERVICE PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

B. All drawings, specifications and data or programs stored electronically or otherwise, prepared by the SERVICE PROVIDER and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the CITY and may be reused by the CITY for any reason or purpose at any time. However, the CITY agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the SERVICE PROVIDER, 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 SERVICE PROVIDER.

C. The City and the SERVICE PROVIDER agree that upon payment of fees due to the SERVICE PROVIDER 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 SERVICE PROVIDER, as applicable, 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 SERVICE PROVIDER 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 SERVICE PROVIDER in the performance of this Agreement, and hereby assigns and conveys the same to the CITY whether in the possession or control of the SERVICE PROVIDER or not.

D. Notwithstanding any provisions to the contrary contained in this Agreement, the SERVICE PROVIDER 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

SECTION TEN
INSURANCE

During the term of this Agreement, SERVICE PROVIDER shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. The insurance policies provided hereunder by SERVICE PROVIDER shall also include coverage with respect to services performed by all agents and independent contractors employed by SERVICE PROVIDER to perform any Work hereunder.

a. The SERVICE PROVIDER shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence and $2,000,000 general aggregate with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the SERVICE PROVIDER from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the SERVICE PROVIDER or by anyone directly employed by or contracting with the SERVICE PROVIDER.

b. The SERVICE PROVIDER shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the SERVICE PROVIDER 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 SERVICE PROVIDER or by anyone directly or indirectly employed by the SERVICE PROVIDER.

c. The SERVICE PROVIDER shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $1,000,000 for all of its employees performing Work for the CLIENT pursuant to this Agreement.

d. The SERVICE PROVIDER shall maintain Pollution Liability Insurance coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the Services being performed pursuant to this Agreement, in the minimum amount of $1,000,000 per occurrence and $2,000,000 per general aggregate.

All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A.M. Best Company (or equivalent rating and rating service as reasonably determined by the City Manager). Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the CITY by SERVICE PROVIDER upon the Effective Date of this Agreement which satisfied the insurance requirements of this Section. Renewal certificates shall be sent to the CITY at the time of any expiration. There shall also be a 30-day advance written notification to the CITY in the event of cancellation or material modification of any stipulated insurance coverage. **The CITY shall be an additional insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

SECTION ELEVEN
NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the following:

For CITY:
City Manager
65 Stone Street
Cocoa, FL 32922

For SERVICE PROVIDER:

ALLIED UNIVERSAL CORPORATION
3901 NW 115 Ave
Miami, FL, 33178
Att'n: Jim Palmer, President, jimp@allieduniversal.com

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. In addition to the foregoing, notices to SERVICE PROVIDER shall also be given by email at the above email address.

SECTION TWELVE
E-VERIFY

1. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SERVICE PROVIDER shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021.

2. Subcontractors

(i) SERVICE PROVIDER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) SERVICE PROVIDER shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) SERVICE PROVIDER shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

3. SERVICE PROVIDER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SERVICE PROVIDER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

4. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the CITY. To the extent provided by Florida law, SERVICE PROVIDER shall be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

SECTION THIRTEEN
MISCELLANEOUS

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness on behalf of CITY with this AGREEMENT.

2. Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.

4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.

5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

6. This Agreement may be amended, extended, or renewed only with the written approval of the parties. There shall be no modification of this Agreement without a writing.

7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement, save for the representations which are attached to this Agreement as Exhibits. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8. CITY and SERVICE PROVIDER 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.

9. 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. SERVICE PROVIDER 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.

10. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

11. SERVICE PROVIDER shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of CITY. 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. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and SERVICE PROVIDER, and all duties and responsibilities under this Agreement will be for the sole and exclusive benefit of CITY and SERVICE PROVIDER and not for the benefit of any other party.

12. Precautions shall be exercised at all times for the protection of all persons (including the CITY's employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guided or eliminated in accordance with the highest accepted standard of safety. SERVICE PROVIDER shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents

while performing Services provided hereunder. SERVICE PROVIDER shall comply with all applicable workplace and occupational safety regulations.

13. SERVICE PROVIDER 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 and the incorporated Exhibits. SERVICE PROVIDER shall also secure and maintain any and all permits and licenses required to complete this agreement. SERVICE PROVIDER shall comply with all safety regulations outlined in Exhibit “B.” SERVICE PROVIDER shall ensure, as provided in Exhibit "B,” that all Material Safety Data Sheet (MSDS) documentation is appropriately furnished to CITY in compliance with Chapter 442, Florida Statutes. SERVICE PROVIDER shall ensure compliance with all federal, state, and local laws related to the delivery, transportation, and handling of the chemical or chemicals which SERVICE PROVIDER is providing to CITY.

14. In the event that the chemicals provided by SERVICE PROVIDER to CITY should spill, leak, or otherwise breach containment during delivery or transport, SERVICE PROVIDER shall be responsible for cleanup. SERVICE PROVIDER shall comply with all applicable federal, state, and local regulations related to the cleanup of the provided chemicals. Cleanup services shall be provided at no additional cost to CITY.

15. SERVICE PROVIDER shall agree to provide technical assistance, as needed, regarding the application of its product, and the disposal and handling of the residual produced by application of its product, as applicable. SERVICE PROVIDER shall provide this technical assistance at no charge to CITY. SERVICE PROVIDER shall provide technical research and reports as requested by the Water Department at no additional cost to CITY.

16. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving SERVICE PROVIDER’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; or order by any regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

17. This Agreement is subject to the annual appropriations of funds by the City Council. The CITY has a right to cancel this contract for fiscal non-funding.

18. SERVICE PROVIDER acknowledges that its employees and agents will behave in an appropriate manner while on any CITY property and while on any residential or commercial private property relating to the performance of Services in accordance with this Agreement

and shall, at all times, conduct themselves in a manner consistent with CITY policies and within the discretion of the City Project Manager or designee. Professional and personal conduct of SERVICE PROVIDER's staff shall conform to CITY's personnel policies. It is a breach of this Agreement for any agent or employee of SERVICE PROVIDER to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the functioning of the CITY or constitute any level of threat to the safety, health, and well-being of any citizen, invitee, licensee, agent or employee of the CITY. SERVICE PROVIDER agrees to immediately remove any agent or employee if directed to do so by the City Project Manager or designee.

19. SERVICE PROVIDER shall acquire no rights under the Agreement to, and shall not use, the name of the CITY, either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively "City Marks") in any of Service Provider's advertising, publicity or promotion; to express or imply any endorsement by the City of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the CITY, except as expressly permitted herein. No advertisement, publication, or other use of City Marks shall be published or otherwise promulgated by SERVICE PROVIDER without City's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

20. By signing this Agreement, Service Provider certifies that it and its principals:

    A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

    B. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local)transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

    C. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.

    D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

    Service Provider agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions,

judgment, indictments, informations, or terminations as described above, with respect to Service Provider or its principals.

21. In case of any inconsistency in any of the documents bearing on the Agreement between the CITY and the SERVICE PROVIDER, the inconsistency shall be resolved by giving precedence in the following order:

    A. Addenda or change orders to this Agreement subsequent to the Effective date of this Agreement;

    B. This Agreement;

    C. Exhibits to this Agreement.

    Any inconsistency in the work description shall be clarified by the City and performed by the Service Provider.

22. At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Agreement or specifications, the CITY at its sole discretion will interpret the intent of the Agreement and work descriptions and the SERVICE PROVIDER hereby agrees to abide by the CITY's interpretation and agrees to carry out the work in accordance with the decision of the CITY.

23. The SERVICE PROVIDER warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, disability, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.

24. No inspection by the CITY, nor any payment for or acceptance of the whole or part of the items in this Agreement, nor any extension of time, nor any possession taken by the CITY of the product or services hereunder shall operate as a waiver of (1) any provision of this Agreement, (2) the right to have it fully performed, (3) any power herein reserved by the City or (4) any right to damages under this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach. Failure of CITY to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of CITY's right to later claim a failure to perform by SERVICE PROVIDER.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

SERVICE PROVIDER:

Printed Name: Jim Parker

Title: President / CEO

Date: 8/31/22

CITY OF COCOA:

Stockton Whitten, City Manager

Date: 9-27-2022

ATTEST:

Carie Shealy, City Clerk, MMC

City of Cocoa CORPORATE SEAL FLORIDA

EXHIBIT A

City of Cocoa Purchase Order Terms and Conditions

1. AGREEMENT: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). **Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement.** The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. TIME IS OF THE ESSENCE: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. WARRANTY: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal: ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. WAIVER: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. CITY OPTIONS: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. INDEMNIFICATION: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and

from and against all claims, demands, suits and actions for damages, losses, costs, attorney fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. PATENT INDEMNIFICATION: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. INSPECTION: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any shipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may been titled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. TAXES: The City government is a non profit operation and not subject to tax; except that Allied shall collect from City and City shall pay to Allied the Superfund federal excise tax.

11. CONTINGENCIES: Performance of any obligation under this Agreement may be
suspended by either party. without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. PRICE PROTECTION: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other comparable customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect
hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. PACKAGING AND CARTAGE: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to ensure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. HAZARD: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. QUANTITY: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. ASSIGNMENT: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. CHOICE OF LAW; VENUE: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS: Written documents prepared by either the Seller or City in furtherance of this Agreement may constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled upon reasonable notice to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City. Seller reserves the right to assert the non-applicability of the Public Records Act and exemptions therefrom, including protections afforded privileged or confidential and proprietary business information.

19. FISCAL YEAR FUNDING APPROPRIATION: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. FAILURE TO EXECUTE PURCHASE ORDER: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, oral bids maybe rejected and made void by the City.

21. INDEPENDENT CONTRACTOR: The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. OTHER RELATED AGREEMENTS: In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are

any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. SOVEREIGN IMMUNITY: Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. INSURANCE: If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

25. E-VERIFY: Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

EXHIBIT B

Invitation to Bid B-22-12-COC

Published June 20, 2022

The City of Cocoa is accepting sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide water and wastewater treatment chemicals, as described in this Invitation to Bid (ITB).

Summary of Project:
The City of Cocoa is soliciting for a contractor to furnish all materials, service, equipment, and labor required for the following water and wastewater treatments chemicals; Liquid Sodium Hypochlorite, Ferric Sulfate and Carbon Dioxide as described in this Invitation to Bid (ITB).

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

There will be no Pre-Bid conference held for this project.

Questions regarding this solicitation must be received in writing at the address above no later than **Friday, July 01, 2022, at 5:00PM.** Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: https://www.cocoafl.org and to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com.

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

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

All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from Vendor Link by visiting their web site at http://www.myvendorlink.com. You may contact the City of Cocoa Purchasing Division by email: purchasing@cocoafl.org. Small Business Set Asides (i.e., Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

The City of Cocoa supports local vendors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date the bid is submitted. P.O. Boxes shall not be considered a physical business address. The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award

bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

The City reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The City may withdraw all or part of this ITB at any time to protect the interests of the City. Thank you for your interest in doing business with the City of Cocoa, Florida.

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SECTION 1 INTRODUCTION

1. The City of Cocoa's Purchasing Department, on behalf of City of Cocoa Dyal Water Treatment Plant, representing Cocoa Utilities Department, is soliciting for a contractor to furnish all materials, service, equipment, and labor required for the following water and wastewater treatments chemicals; Sodium Hypochlorite, Ferric Sulfate and Carbon Dioxide as described in this Invitation to Bid (ITB).

1.01 DESCRIPTION OF WORK

Contractor(s) warrant that chemicals provided as a result of this ITB:

a. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water
b. Conform to the general chemical specifications contained herein
c. Are free from impurities of any kind

If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the utilizing agency, then the Contractor shall at no additional cost to the City promptly replace with item that meets specifications.

Chemical Specifications:

The type and general description of chemicals are provided in this section.

1. **LIQUID FERRIC SULFATE**:

A. **GENERAL -** The material to be provided shall be Liquid Ferric Sulfate, approved for potable water treatment, Listed/Certified under the National Sanitation Foundation (NSF) Standard 60 and meeting all provisions of ANSI/AWWA STANDARD B406-87; "Standard for Liquid Ferric Sulfate", latest revision and the requirements contained within these specifications.

B. **PRODUCT**

a) The Liquid Ferric Sulfate shall meet the physical and chemical properties listed below. The Liquid Ferric Sulfate shall be supplied as an aqueous solution containing not less than 12.5% ferric iron and not more than 14.0% ferric iron, all soluble.
b) The Liquid Ferric Sulfate shall be manufactured from a source of virgin mined iron ore, i.e., magnetite, hematite, etc., - and a "water white" grade of sulfuric acid. Ferric sulfate produced from non-virgin ores will not be acceptable. This specification strictly prohibits the use of Liquid Ferric Sulfate manufactured from by-products generated from titanium dioxide production. The use of reclaimed material is expressly prohibited under this specification.
c) The Liquid Ferric Sulfate shall be free from extraneous material and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable

for feeding by means of metering pumps or other metering devices constructed of corrosion-resistant materials.

d) The Liquid Ferric Sulfate shall have the following chemical properties;

Ferrous Iron……..0.1% max
Free Acid (as % H2SO4)…….0.25% max
% Insoluble…….0.1% max

e) The Liquid Ferric Sulfate shall not contain specific impurities in excess of the following limits (by Weight);

Arsenic……1 mg/kg
Cadmium……...0.5 mg/kg
Chromium……..……10 mg/kg
Lead……..1.0 mg/kg
Mercury……0.2 mg/kg
Selenium…….2 mg/kg
Silver……10 mg/kg
Nitrites (as N)……..75 mg/kg
Total Organic Carbon…0 mg/kg
Nickel……..…..40 mg/kg
Beryllium…….1.0 mg/kg
Thallium…….10.0 mg/
Total Nitrate and Nitrite (as N)……150 mg/kg
Copper…….....5 mg/kg
Zinc……...15 mg/kg
Manganese……..120 mg/kg
Barium……. 10 mg/kg
Chloride……..100 mg/kg
Fluoride……60 mg/kg
Titanium……...50 mg/kg
Nitrates (as N)……..75 mg/kg
Sodium…….1000 mg/kg
Molybdenum……10 mg/kg
Antimony……1.0 mg/kg
Cyanide……...1.0 mg/kg

f) The Liquid Ferric Sulfate material, as supplied under this bid, shall not contain any impurities in sufficient quantities which causes or may cause a violation of any current, existing maximum contaminant level (MCL) or any newly regulated MCL which may be passed into law during the life of this contract. Should an MCL violation be determined to be directly attributable to the Liquid Ferric Sulfate material supplied for use by the CITY, the bidder shall immediately take the necessary steps to remove or reduce the contaminant levels of its material to levels of satisfactory to the CITY. The CITY reserves the right to add specific impurity listing and maximum impurity levels to the existing listings to meet all USEPA, SDWA and FDEP water quality standards. The bidder shall comply with any and all such changes required to its Liquid Ferric Sulfate material, by whatever process changes required, at no additional cost to the CITY.

g) The Bidder shall submit with the bid a State of Florida certified laboratory analysis of the product bid with the analysis of all parameters listed in section 1, subsection 1Ba, 1Bd and 1Be.

C. <u>QUALITY CONTROL AND TESTING</u>

a) Sampling and testing shall be conducted in accordance with all AWWA, ANSI, and ASTM specifications.

b) It shall be the bidder's responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the CITY. The certified analysis shall be signed by an employee of the bidder and specify; % total iron, % ferrous iron, % free sulfuric acid, and liquid specific gravity. The Certificate of Compliance shall be in the possession of the bidder at the time of delivery.

c) It shall be the responsibility of the material transporter to provide a proper sample of the Liquid Ferric Sulfate being delivered for the analysis. The Liquid Ferric Sulfate sample shall be prepared in accordance with AWWA 8406-87 or latest revision. Each sample shall be labeled to identify its content, and the label signed by the person actually collecting the sample.

D. **MANUFACTURER** - The Bidder shall state, in his proposal, the name of the manufacturer of Liquid Ferric Sulfate, the bidder intends to supply. The bidder shall provide proof that the Liquid Ferric Sulfate to be provided is approved for potable water treatment, and meets the National Sanitation Foundation Standard 60. The Bidder shall list all raw materials used to produce Liquid Ferric Sulfate including suppliers name and location.

E. **PURCHASE AND DELIVERY**

a) These specifications provide for the furnishing of Liquid Ferric Sulfate for potable water treatment, to Delivery shall be prepaid, FOB to the Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.

b) Liquid Ferric Sulfate shall be delivered on an as-needed basis to the City of Cocoa, Florida **within three days (72 hours) of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.

c) Deliveries should be made between 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday) or as otherwise approved by the CITY.

d) The CITY shall have sole discretion as to when deliveries are to be received.

e) The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended). The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of dry tons. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply.

f) The Contractor shall ensure all hoses used in unloading of chemicals are in good condition. The bidder shall supply all necessary connectors and hoses required to off load the Liquid Ferric Sulfate shipment into the City's storage tanks. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.

g) The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the City. Failure to deliver at the time specified, or as amended in writing by the City or failure to make replacements of rejected chemicals shall constitute a breach of contract.

h) All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:

- Contractor(s) Name
- Purchase Order and Call Order Number (release number)
- Date of Delivery and Date of Order
- Materials Furnished
- Quantity, unit price and extension of each item, and total in accordance with the contract
- Name of authorized representative ordering supplies

i) A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will

be retained by the Contractor. If required by the City the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the City which may include fax a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.

j) Should the bidder deliver Liquid Ferric Sulfate which is subsequently determined to be out of compliance with the specification, the bidder shall immediately remove the rejected materials from all storage tanks on site and replace all of the Liquid Ferric Sulfate with materials which meet the requirements of this specification at no additional cost to the CITY. Shipping of Liquid Ferric Sulfate shall be by tank truck.

F. **BID PRICES** - The price quoted shall be firm and based on a per ton basis of Ferric Iron (Fe+3), delivered FOB to the CITY'S destination.

G. **QUANTITIES** – Approximately 167.00 dry tons (more or less) of dry Ferric Iron (Fe+3). The quantity specified is to be used for cost estimating purposes only and the CITY reserves the right to increase or decrease quantities shown without penalty.

H. **QUALIFICATION OF BIDDERS** - Bids will only be considered from manufacturers or manufacturers' authorized distributors of Liquid Ferric Sulfate. The authorized distributors must regularly maintain a substantial stock of Liquid Ferric Sulfate on inventory equal to twenty (20) truck deliveries and must be actively engaged in the sale of Liquid Ferric Sulfate. The authorized distributors must be supplying at least five (5) United States municipalities with Liquid Ferric Sulfate for drinking water treatment. The authorized distributor must submit with the bid request the required five (5) references with municipal contact name, telephone number and annualized quantity of Liquid Ferric Sulfate used. Satisfactory references are a requirement for the award of contract.

I. **EMERGENCY PLAN OF ACTION AND SAFETY TRAINING**

a) The successful bidder shall provide, in writing an emergency contingency plan with appropriate telephone contacts, for the CITY to follow in case of an emergency supply of Liquid Ferric Sulfate is needed.

b) The successful bidder shall supply, in writing, an emergency spill response plan with appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers). In addition, the proper spill response notification procedure, along with any form required by all local, state and federal regulatory agencies, shall be supplied by the bidder. This section in no way relieves the successful bidder of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the bidder shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Events" cleanup efforts. Should a spill of leak occur, caused by the bidders' personnel, equipment or method of delivery, bidder shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments of Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seg. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-To-Know Act of 1988, Ch 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State Rules and Regulations regarding bidder caused spills or releases shall be the sole

responsibility of the bidder. The bidder shall hold the CITY harmless for any failure to properly report and/or comply with this provision.

c) The successful bidder shall provide an appropriate safe handling training course, within the first month of contact, to all current Water Department operations/maintenance personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period.

J. MATERIAL SAFETY DATA SHEET SUBMITTAL

a) The following MSDS related documentation must be furnished to the City in Compliance with Chapter 442, Florida Statutes. The MSDS must accompany the first shipment for each Participating Public Agency request:

- A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
- National Sanitation Foundation certification for the quoted chemical.
- Chemical certificate of analysis for all chemicals.

K. **TECHNICAL ASSISTANCE** - The bidder shall provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of ferric sulfate in the water treatment process. The bidder shall provide this assistance at no charge to the CITY. Bidder shall provide technical research and reports as requested by the Water Department at no additional cost to the CITY.

2. LIQUID SODIUM HYPOCHLORITE:

A. **GENERAL –** The Liquid Sodium Hypochlorite shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Sodium Hypochlorite, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

B. **PRODUCT**

a) The Liquid Sodium Hypochlorite shall contain greater than or equal to 12.0 - 12.5% sodium hypochlorite by weight. This requirement is expressed in various ways in the table below

Trade Percent/Percent by Volume	12 – 12.5 %
Specific Gravity	1.159 – 1.169
pH	12.5 – 13.0
Iron	01 – 0.2 mg/L
Chlorate	500 – 1000 mg/L
Bromate	Not Detected

b) The Liquid Sodium Hypochlorite shall have a Greenish-yellow liquid appearance.

C. **QUALITY CONTROL AND TESTING**

a) The Liquid Sodium Hypochlorite shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.
b) If ANSI/NSF Standard 60 certification for Liquid Sodium Hypochlorite is ever revoked or lapses, the Contractor shall inform the City within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.
c) All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

D. **PURCHASE AND DELIVERY**

a) Delivery of Liquid Sodium Hypochlorite shall be made to the:
    - Jerry Sellers Water Reclamation Facility, 375 North Cocoa Blvd., Cocoa, Florida
    - Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.
b) Liquid Sodium Hypochlorite is to be delivered on an as-needed basis to the City of Cocoa, Florida **within three days (72 hours) of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.
c) Deliveries should be made between 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday) or as otherwise approved by the CITY.
d) The CITY shall have sole discretion as to when deliveries are to be received.
e) The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:
    1) date of delivery,
    2) Bill of Lading/Weigh Slip Number
    3) gross weight of delivery vehicle and Liquid Sodium Hypochlorite in pounds,
    4) tare weight of delivery vehicle in pounds, and
    5) net weight of Liquid Sodium Hypochlorite in the delivery vehicle in pounds.
    6) Number of gallons

f) The Contractor(s) shall ship the Liquid Sodium Hypochlorite to the City as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.
g) Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.
h) The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.
i) The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage tank along with the correct cam-lock fitting.
j) The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended). The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of pounds. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply.

k) The Contractor shall insure all hoses used in unloading of chemicals are in good condition. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.
l) The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the City. Failure to deliver at the time specified, or as amended in writing by the City or failure to make replacements of rejected chemicals shall constitute a breach of contract.
m) A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the City, the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the City which may include fax a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.
n) Should the bidder deliver Liquid Sodium Hypochlorite which is subsequently determined to be out of compliance with the specification, the bidder shall immediately remove the rejected materials from all storage tanks on site and replace all of the Liquid Sodium Hypochlorite with materials which meet the requirements of this specification at no additional cost to the CITY.

E. **BID PRICES -** The price quoted shall be firm and based on a per ton basis of Liquid Sodium Hypochlorite, delivered FOB to the CITY'S destination.

F. **QUANTITIES**
a) Although not guaranteed, the expected annual quantity of Liquid Sodium Hypochlorite per year at the **Dyal Water Treatment Plant, Wewahootee, and the Remote Booster Stations is 625,000 gallons**.
b) Although not guaranteed, the expected annual quantity of Liquid Sodium Hypochlorite per year at the **Sellers Water Reclamation Plant is 196,000 gallons**.

G. **MATERIAL SAFETY DATA SHEET (MSDS) SUBMITTAL**
a) The MSDS must accompany the first shipment for each Participating Public Agency request. The following MSDS related documentation must be furnished to the City in Compliance with Chapter 442, Florida Statutes:
1. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
2. National Sanitation Foundation certification for the quoted chemical.
3. Chemical certificate of analysis for all chemicals.

3. CARBON DIOXIDE:

A. **GENERAL -** Material shall comply with the requirements of the Safe Drinking Water Act and other federal regulations for potable water.

B. **PRODUCT**

a) The Carbon Dioxide shall be colorless, odorless, nonflammable gas, weighing 1.977 g/L at 0 degrees Celsius. The Carbon Dioxide shall be suitable for use in the treatment of potable water and shall have a CO2 content of 99.5% by weight.
b) The Carbon Dioxide supplied shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been properly treated with the chemical. The Carbon Dioxide suppled shall meet NSF/ANSI 60 Specifications

C. **PURCHASE AND DELIVERY**
a) These specifications provide for the furnishing of Carbon Dioxide for potable water treatment, to Delivery shall be prepaid, FOB to the Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.
b) Carbon Dioxide is to be delivered on an as-needed basis to the City of Cocoa, Florida **within three days (72 hours) of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.
c) Each Shipment shall be identified as to product, grade, net weight, name and address of the manufacturer and the brand name. All bulk shipments shall conform to applicable laws and regulations, including requirements established by the US Occupational Safety and Health Administration (OSHA) and US Department of Transportation

D. **BID PRICES -** The price quoted shall be firm and based on a per ton basis of Carbon Dioxide, delivered FOB to the CITY'S destination.

E. **QUANTITIES** Although not guaranteed, the expected annual quantity of Carbon Dioxide per year at the Dyal Water Treatment Plant is 2,110,000 lbs. per year.

F. **MATERIAL SAFETY DATA SHEET (MSDS) SUBMITTAL**
a) The MSDS must accompany the first shipment for each Participating Public Agency request. The following MSDS related documentation must be furnished to the City in Compliance with Chapter 442, Florida Statutes:
1. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
2. National Sanitation Foundation certification for the quoted chemical.
3. Chemical certificate of analysis for all chemicals.

1.02 MINIUM QUALIFICATIONS

The City wishes to assess the respondent's experience with services that are similar to those that would be envisioned in the Scope of Services associated with this contract. To familiarize the City with the applicable work experience, each respondent shall provide the following information that documents the respondent's qualifications.

The following minimum respondent qualifications have been established. Subject to the City's right to waive minor irregularities, Proposers that do not meet the mandatory minimum qualifications will be deemed non-responsive and will not be considered for further evaluation.

The Chemicals for this bid shall comply with the requirements of the Safe Drinking Water Act and federal requirement for potable water.

The proposer shall provide proof of the above minimum qualification by furnishing copies and or written documentation to substantiate meeting the requirements. Failure to provide said documentation with the respondent's proposal may be grounds for deeming the proposal unresponsive and removing it from further consideration.

1.03 PROJECT COMPLETION TIME

The initial term of the agreement will be for one (1) year with the option to extend for three (3) additional one (1) year periods.

1.04 SOLICITATION SCHEDULE (This schedule may be revised, as needed)

Tentative Schedule (all Local Times)	
Task	**Date**
ITB Released	**Monday, 06/20/2022 at 8:00am EST**
Pre-Bid Conference	**N/A**
Deadline for Questions	**Friday, 07/01/2022 at 5:00pm EST**
Bid Due Date and Time	**Wednesday, 7/19/2022 at 3:00pm EST**
Anticipated Notice of Intent to Award	**Thursday, 08/04/2022**
City Council Approval of Contract	**Tuesday, 08/23/2022**

Section 2 INSTRUCTIONS TO BIDDERS

2.01 BID DOCUMENTS

The ITB documents may be obtained at no charge from the City's website at: VendorLink, LLC https://www.myvendorlink.com. The City of Cocoa's Purchasing & Contracts Division, its Website, and its service provider, VendorLink, LLC are the **only authorized** sources for obtaining solicitation documents. Solicitation documents and forms obtained from any other third-party source may be incomplete.

Bidders are encouraged to register as a vendor with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents

without the express permission of the City is prohibited.

The City is not responsible for errors or document omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Purchasing & Contracts Division at (321) 433-8833. Important: The desire of the City to pursue bid submittals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

2.02 BID SUBMITTAL AND DELIVERY

A. Sealed bid submittals must be received in the City's Purchasing & Contracts Division no later than the date and time as specified herein. Bid submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bids delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid submittals delivered incorrectly or to the wrong address or location. No exceptions will be made. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis of a protest. Bid submittals shall be delivered to the below address in a sealed envelope or packaging material, plainly marked on the outside with the Bid Number, Title and opening date:

City of Cocoa
Attn: Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

For your convenience, a **Solicitation Response Identification Label** has been provided to properly identify and affix to your ITB response.

B. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division. Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.

1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up

by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.

3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

2.03 PUBLIC OPENING

A. Bid submittals will be publicly opened by the Purchasing & Contracts Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.

B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.

D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.

E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change.

F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.

G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

2.04 UNBALANCED BIDS

As determined by the City and the Procurement Administrator's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

2.05 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

2.06 SOLICITATION DOCUMENTS

The City of Cocoa Purchasing & Contracts Division, its website, and its service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third-party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

2.07 MANDATORY PRE-BID MEETING

There will be no Pre-Bid conference held for this project.

2.08 CONE OF SILENCE/LOBBYING

A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

B. A lobbying black-out period commences upon the issuance of this solicitation document.

C. If an award item is presented to City Council for approval or for a request to provide authorization to negotiate a Contract(s) and the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

D. Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Council member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

2.09 INTERPRETATIONS AND QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Purchasing & Contracts Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing & Contracts Division, in writing, by the date stipulated in the tentative schedule in Section 1.

City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8833
Email: purchasing@cocoafl.org

A. It is the Bidder's responsibility to become familiar with and fully informed with the terms, conditions, and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your response after opening or for subsequent protest of award.

B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing & Contracts Division.

C. Any oral communications will not be authoritative and will not be binding on the City.

D. It is the sole responsibility of the Bidder to contact the Purchasing & Contracts Division **prior** to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.

E. Addenda will be available to all proposers and will be uploaded to VendorLink, LLC on the Procurement website at: http://www.myvendorlink.com.

2.10 BID COMPLETENESS AND COMPLIANCE

Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

A. All items contained in the bid must be in total compliance with the specifications of this solicitation.

B. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your signature on **Attachment, Bid Price Schedule and Acceptance of Bid Terms and Conditions**.

2.11 DETERMINING RESPONSIBILITY

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract. In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
C. The quality of performance of previous contracts or services including previous performance with the City;
D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;
E. Quality Control Program.
F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.
G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,
H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.
I. Such other information as may be relevant or secured.

2.12 BID FORMS/REPRODUCTION

A. Bid Forms: All bids must be submitted on the City's standard solicitation forms and must include all applicable completed attachments included herein.

B. Reproduction: Please submit one (1) bound original and one (1) on a USB containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

2.13 BIDDER ACKNOWLEDGEMENT

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this ITB document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

2.14 BIDS TO REMAIN FIRM

All bids shall remain firm for ninety (90) Days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

2.15 COST OF SUBMITTAL

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

2.16 IMPROPER IDENTIFICATION AND TIMELINESS

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner or for a bid submittal that is not properly addressed or identified. Bid submittals by email, telephone or fax shall be rejected as non-responsive regardless of where it is received.

2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff that are authorized signatories for the company.
C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

2.18 PROPRIETARY INFORMATION

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Invitation to Bid, and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their bid submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS

Failure to comply with any of the foregoing instructions, provide a bid submittal in the manner prescribed herein or any other essential element of this Invitation to Bid may be grounds for disqualification of your bid submittal.

2.21 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, telephone(321) 433-8833, not later than seven (7) days prior to the date on which the accommodation is requested.

2.22 OFFICE OF RECORD

The City of Cocoa Purchasing & Contracts Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Friday between 8:00 A.M. to5:00 P.M., Local Time via phone at (321) 433-8833.

2.23 MODIFICATION OR WITHDRAWAL OF BIDS

Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the public opening date.

2.24 CONFLICTS WITHIN SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

2.25 JOINT VENTURES

All Bidders intending to submit a bid response as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Licensing Board and/or any other state or local licensing Agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

SECTION 3 SPECIAL CONDITIONS

3.01 BID SECURITY BOND – Not used

~~The Bid response shall be accompanied by a Bid Security Bond equaling five percent (5%) of the total Bid price. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their Bid response. Please complete and submit~~ **~~Bid Security Bond form, attached herein.~~**

~~A. The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of five percent (5%) of the total Bid price, made payable to the City of Cocoa, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.~~

~~1. The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.~~
~~2. In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five percent (5%) of the total Bid price. Money orders and checks must be made payable to the City of Cocoa and shall accompany your bid submittal.~~
~~3. The terms of the ITB Security Bond shall be:~~
~~a. The Bidder shall enter into an Agreement if awarded to the Bidder;~~
~~b. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the Agreement;~~
~~c. To promptly enter into an Agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and~~
~~d. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as Bid Security Bond into an interest bearing account, shall be retained by the City.~~

~~B. Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the Bid Security Bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.~~

3.02 PERFORMANCE AND PAYMENT BONDS-Not Used

3.03 TIME FOR COMPLETION AND LIQUIDATED DAMAGES-Not Used

SECTION 4 GENERAL TERMS AND CONDITIONS

4.01 AWARD OF CONTRACT

Award will be made to the lowest, most responsive and responsible Bidder whose bid submittal meets the specifications for each chemical. A single award or multiple awards may be made as determined by the City and in accordance with Section 4.44 of this announcement.

1.01 The City shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Council. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.

1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.

2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

2.01 Failure to Execute the Agreement(s).

Failure on the part of the successful Bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event that the City fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

4.02 DAMAGES

Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of

the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

4.03 NOTICE TO PROCEED

The Work shall commence upon the issuance of Notice To Proceed (NTP) and shall remain in effect until such time as the Work acquired in conjunction with this solicitation, have been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

4.04 SUPERVISION

The City shall not exercise any supervision or control over the Bidder's employees performing services under an agreement. Said employees shall be accountable not to the City, but solely to the Bidder, who, in turn, is responsible to the City.

4.05 FAILURE OF PERFORMANCE AND/OR DELIVERY

In cases where materials, goods or services are not properly delivered, performed and/or installed, the successful Bidder will either remedy the defect to the satisfaction of the City or be responsible for reimbursement of the difference to the City for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the City's sole discretion.

Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the City. If the successful Bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the City for any damages caused by the Bidder's failure to perform as stated herein.

4.06 PERFORMANCE EVALUATION

At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

4.07 PROTECTION OF PROPERTY

At all times, the successful Bidder shall safe-guard City property from damage or loss and shall replace or repair any loss or damage unless such damage is caused by the City. The City may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

4.08 SERVICE REQUIREMENTS

The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that the City's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the purchase order and award the project to another Bidder.

4.09 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response of this solicitation, the Bidder certifies that all material, equipment, etcetera; contained in the bid submittal meets all OSHA requirements. Bidder further certifies that if they are the successful Bidder, and the material, equipment, etcetera; delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, etcetera; into compliance with the aforementioned requirements shall be borne by the successful Bidder.

4.10 WARRANTY

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor together with his surety unconditionally guarantee all Contractor furnished materials, equipment and workmanship incorporated in the Work for a period of not less than one (1) year after the date of final acceptance of the Work by the City. (This warranty shall be exclusive of all manufacturer's guarantee or warranties exceeding this period). Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to the City, immediately upon written notice from the City's authorized representative.

4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting Division/Department/Office of the City, unless loss or damage results from negligence by the City or the requesting Division/Department/Office.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

4.12 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the City to utilize the successful Bidder for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

4.13 MATERIAL DEVIATIONS

The City of Cocoa has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the bid indicates a requirement or condition, which must be met. The City of Cocoa may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the bid requirements, provides an advantage to one bidder, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Bidder, or for the cost to City of Cocoa. Material deviations cannot be waived.

4.14 OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation shall become the sole property of the City. All bid submittals received from Bidders in response to the solicitation will become the property of the City and will not be returned to Bidders. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.15 PUBLIC RECORDS COMPLIANCE

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

The successful Bidder/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016 and shall be included in the awarded agreement:

A. The parties specifically acknowledge that this agreement is subject to the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:

1. Keep and maintain all public records required by the City to perform the services herein; and
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement Term and following completion of the agreement if the Contractor does not transfer the records to the City; and
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

B. All requests to inspect or copy public records relating to the agreement shall be made directly to the City. Notwithstanding any other provision of this agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: CARIE SHEALY, CMC, CITY CLERK, AT 321-433-8484,** cshealy@cocoafl.org**, 65 Stone Street, COCOA, FLORIDA 32922.**

4.16 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Cocoa abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

A. Multi-Year Contracts and Appropriation of Funds (if applicable), Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Council.

B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

4.17 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

4.18 PURCHASING CARD ROGRAM

The City of Cocoa offers an e-Payables program to contractors as an optional payment method. This is not a requirement. If the successful Bidder is interested or desires additional information, please indicate in your bid submittal.

4.19 INVOICES/APPLICATION FOR PAYMENT

A. Final approved Applications for Payment shall be delivered to the City of Cocoa, Attention: Accounts Payable, City of Cocoa, 65 Stone Street, Cocoa, Florida, 32922. Applications for Payment should include all Work completed through the end of the month.

B. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute or stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

4.20 W-9 FORM

All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with the City.

4.21 MOST FAVORED CUSTOMER

The City seeks and demands to be the most favored customer of each Bidder who does business with the City. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the City's under similar terms and conditions. The successful Bidder agrees to provide the City discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

4.22 PRICE REDUCTION CLAUSE

The City will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The City shall request a price reduction from the date that the violation took place. The successful Bidder will owe the City a discount proportionately equal to that given the most favored customer.

4.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES

All bidders submitting a response to this solicitation agree that such response also constitutes a bid in accordance with the terms of the solicitation to all political subdivisions of Brevard County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder. Each governmental agency shall be responsible for its own purchases and shall be liable for materials and /or services received by it.

4.24 ESTIMATED QUANTITIES

This ITB may contain estimated quantities for purposes of providing unit prices. These numbers, which may be approximate, are subject to variation in the field. The City cannot guarantee that estimated quantities will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the Bidder agrees to do the work at the unit price whether the quantities are increased or decreased.

4.25 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Cocoa.

4.26 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Cocoa shall require a “First Priority” for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any emergency that threatens public health and safety as determined by the City. The Bidder agrees to rent/sell/lease all goods and services to the City or governmental entities on a “first priority” basis. The City expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the City with products and/or services not under the awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

4.27 SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If

a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Purchasing & Contracts Division prior to the bid due date and time.

A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the City and such determination shall be final and binding upon all bidders. The City reserves the right to request and review additional information to make such a determination.

B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

4.28 PERMITS, LICENSES AND FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required, except for permits provided by the City, shall be the responsibility of the Bidder. The City will not entertain separate payment for these items.

4.29 SUB-CONTRACTORS

Bidders must list any sub-contractors that shall be used to accomplish the scope of services. Please complete and submit **Schedule of Proposed Subcontractor Participation**. If no subcontractors are going to be used, check the box for "No Subcontracting (of any kind) will be utilized on this project" at the top of the form.

4.30 TAXES

The City of Cocoa is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-80126215485C-8 and the Federal Employee Identification Number is 59-6000292. The City's sales tax exemption does not apply to goods and services purchased separately by the successful Bidder in connection with its fulfillment of its contractual obligations with the City. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

4.31 COMPLIANCE WITH ALL LAWS AND VENUE

At its sole expense, any contractual arrangement between the City and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in

effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Brevard County or federal court in the Middle District of Florida, Orlando Division; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

4.32 NEW PRODUCT

Any and all products and materials provided under this bid shall be new and unused.

4.33 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Bidders are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

4.34 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Bidder warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Bidder further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Bidder certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

4.35 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded Agreement, nothing contained in this solicitation and/or the resulting awarded Agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded Agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded Agreement.

4.36 RIGHT TO CANCEL OR REJECT

A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the City may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when it is in the best interest of the City in accordance with the Section 5.14 of City of Cocoa Purchasing

Policy. As the best interests of the City of Cocoa may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Bidder agrees that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Bidder. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

B. The City reserves the right to accept or reject any or all bids/proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.

C. The City also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not able to perform the contract.

4.37 ADDITIONAL INFORMATION

The City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

4.38 UNIT PRICE ACCURACY

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the total bid amount for the entire Work to be completed under the Agreement. Please note that the City reserves the right to clarify and correct extended amount errors.

4.39 MATHEMATICAL ERRORS

A. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
B. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
C. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.
D. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

4.40 UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

A. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
B. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line item unit costs.
C. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

4.41 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front-loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

4.42 REASONABLE PRICES

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

4.43 DELIVERY

Unless otherwise specified, prices shall be firm, net delivered and installed at construction or project site. Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

4.44 SPLIT AWARD

The City reserves the right to make an award to one Bidder, to split the award between two or more Bidders, or to withhold award of individual items, as may be in the best interest of the City. The City may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

4.45 BID PRICE SCHEDULE

Each Bidder shall furnish the information required on **the Bid Price Schedule** and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

4.46 BID TABULATION

The bid tabulation will be posted on the City of Cocoa website via VendorLink, LLC at: http://www.myvendorlink.com. Proposers may email the Purchasing & Contracts Division, purchasing@cocoafl.org for results.

4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING

A. Each Bidder shall make accurate and clear statements in their bid response.
B. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

4.48 PRE-AWARD INSPECTION

Prior to the award, the City reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the City.

4.49 EXISTING PERMITS AND IDENTIFICATION NUMBERS

Any and all permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the City upon request.

4.50 DRUG-FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the ITB response when submitted. If your firm has implemented a drug-free workplace program, please complete **Attachment Drug-Free Workplace Certification** and include with your ITB response.

4.51 CONFLICT OF INTEREST

All Bidders must disclose, with their bid submittal, the name of any officer, director, or agent who is also an officer or employee of the City of Cocoa. Furthermore, all Bidders must disclose the name of any City of Cocoa officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the Section 2.1, Conflict of Interest of as per the City of Cocoa Purchasing Policy. Complete and submit, the **Conflict-of-Interest Statement** and non-collusion statement with your bid response. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

4.52 NON-COLLUSION/LOBBYING CERTIFICATION

All Bidders submitting a Bid, certify that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the bid submittal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process.

4.53 CONSTRICTING CONDITIONS

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the

general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

4.54 DEBARRED BIDDERS

The City reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the City's sole determination, as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

4.55 NOTICES OF INTENT

The Purchasing & Contracts Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Cocoa's website via VendorLink, LLC at: http://www.myvendorlink.com.

4.56 PROTESTS AND APPEALS

A. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the Purchasing & Contracts Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.

B. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy. The decision of the City Council shall be final and conclusive.

4.57 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is

engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

4.58 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

4.59 INSURANCE REQUIREMENT

A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt with your bid submittal.
B. The successful Bidder shall provide original Certificates of Insurance, evidencing coverage as required, in **the Insurance Requirements attached herein** to the Purchasing & Contracts Division within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Cocoa as a Certificate Holder/Additional Insured.
C. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

4.60 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the Bidder must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

4.61 AUDITS AND RECORDS

Before or after an agreement is prepared and executed, the successful Bidder may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Bidder must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this ITB document and submit reports to the City in the form and frequency requested. The successful Bidder must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be always subject to inspection, review, or audit by the City or its designee. The successful Bidder shall include these audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Bidder with any party for work required in the performance of this project.

4.62 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder's employees and sub-consultant employees are not, and while performing any of the Services, shall not be deemed to be, employees of the City.

Bidders are advised that the City will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The City will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the City.

4.63 INDEMNIFICATION

A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

B. Copyright Infringement: The successful Bidder shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright or trademark infringement. The successful Bidder shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Bidder of any third-party trade secret in connection with any of the foregoing.

4.64 CHANGES, MODIFICATIONS AND WAIVER

A. Changes: The City reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.

B. Modifications: In additions to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the City.

C. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

4.65 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the City, or to sub-contract any of the work requirements to be performed, without prior written approval from the City.

4.66 TERMINATION

A. Termination for Convenience: The City may at any time give ten (10) days written notice to the successful Bidder of the termination of the agreement, in whole or in part, for the City's convenience and without cause.

B. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.

C. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City reserves the right to terminate this Agreement immediately.

D. Payment when Agreement is Terminated:

1. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.

2. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

4.67 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

4.68 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems

appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

4.69 ADMINISTRATIVE PROVISIONS

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

4.70 TIE BIDS

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* published at the time of the issuance of the solicitation. Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
2. If still tied, consideration shall be given to the Respondent with lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie bidders shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the bidders involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

Attachment "A"
Statement of "No Bid Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to the date shown for receipt of proposals to: City of Cocoa, Purchasing & Contracts Division, 65 Stone Street, Cocoa, Florida 32922.

I/WE HAVE DECLINED TO SUBMIT A BID for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid requirements too "restrictive".
	Insufficient time to respond to the Invitation to Bid.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:
_____ _____

_____

_____

Company Name:
_____

Mailing Address:
_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____
Authorized Signatory Printed Name

_____ _____
Title Date

Attachment "B"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 Stone Street, Cocoa, Florida 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

The foregoing instrument was executed before me this ____ day of _____, 2022, by _____as_____of_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC
STATE OF _____
MY COMMISSION EXPIRES:_____

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated:_____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ Fax Number: _____ E-mail Address:
_____

_____ _____ FEIN:
_____
Authorized Signatory Printed Name

_____ _____
Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "D" Not Used

~~Bid Security Bond~~

~~BOND NO:~~ _____

~~(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)~~

~~KNOW ALL MEN BY THESE PRESENTS: That the undersigned~~ _____

_____

~~as Principal, and,~~ _____

~~as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.~~

~~THE CONDITION OF THIS OBLIGATION is such that if Principal:~~

1. ~~Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (180) calendar days after the date on which the bids are opened; and~~
2. ~~Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.~~

~~Signed this _____ day of _____, _____~~

~~THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.~~

~~Contractor Name: _____ (Affix Contractor's Corporate Seal Above)~~

~~Mailing Address: _____~~

~~Telephone Number: _____ Fax Number: _____ E-mail Address: _____~~

_____ _____ _____ _____

~~Authorized Signatory Printed Name Title Date~~

STATE OF _____

COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____ _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF _____, TO REPRESENT _____ _____OF _____ _____ _____,

A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF _____ (THE "SURETY").

SAID _____ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID _____THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF _____, TO THE CITY OF COCOA COVERING _____ titled _____ IN COCOA, FLORIDA.

NOTARY PUBLIC _____

STATE OF _____

MY COMMISSION EXPIRES: _____

Surety Name: _____ (Affix Surety's Corporate Seal Above)

_____	_____	_____	_____	_____
Attorney in Fact for Signature	Printed Name of Attorney in Fact	Florida Licensed Agent Signature	Printed Name of Licensed Agent	License Surety Number

Surety Mailing Address: _____ Agent Mailing Address: _____

_____ _____ _____

Telephone Number: _____ Telephone Number: _____

Fax Number: _____ Fax Number: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

City of Cocoa | Finance Department | Purchasing & Contracts Division	Solicitation No: B-22-12-COC
65 Stone Street, Cocoa, FL 32922	
Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Due Date: July 19, 2022@ 3:00PM
INVITATION TO BID (ITB)	
TITLE: Water and Wastewater Treatment Chemicals	

Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

Item	Description[1]	Unit of Measure	Estimated Quantity	Unit Price[2]	Delivery Days[3]
1	Ferric Sulfate (Dry Ferric Iron (FE+3), 12%-14% ferric iron, soluble	Dry Ton	167.00/Year		
2	Liquid Sodium Hypochlorite, 12.0% -12.5%	Gallon	821,000/Year		
3	Carbon Dioxide, 99.5%	Pound	2,110,000/Year		

1-See specifications section for detailed chemical requirements
2-Unit price is to be quoted as delivered price which is inclusive of freight and "other" charges. Enter N/A if not bidding on this item.
3-Anticipated number of days to deliver after order is placed

The undersigned also agrees as follows:

1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within sixty (60) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.
2) Contract shall continue for one (1) year with two (2) options to renew this Contract for one (1) additional years, for a total of three (3) years.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____ DUNS: _____
Authorized Signatory Printed Name

_____ _____ CAGE Code: _____
Title Date As issued through www.sam.gov

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20___, by _____as_____of_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☚

Attachment "F"-Not Used

~~Trench Safety Certification~~

~~Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.~~

~~If trench excavation is required on the Project more than 5 feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5 feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.~~

	~~Trench Safety Measure (Description)~~	~~Units of Measure~~	~~Quantity~~	~~Unit Cost~~	~~Extended Cost~~
~~1.~~					
~~2.~~					
~~3.~~					
~~4.~~					
~~5.~~					

~~(Attach Separate Sheet if Necessary)~~

~~If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).~~

~~By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.~~

~~Bidder/Contractor Name:~~ _____

~~Mailing Address:~~ _____

~~Telephone Number:~~ _____ ~~Fax Number:~~ _____ ~~E-mail Address:~~ _____

_____ _____ ~~FEIN:~~ _____

~~Authorized Signatory~~ ~~Printed Name~~

_____ _____

~~Title~~ ~~Date~~

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~

~~☞Failure to submit this form may be grounds for disqualification of your submittal☜~~

Attachment "G"
Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "H"
Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2022, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)
Attachment "I"
Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted with ITB, or Contract Number **B-22-12-COC, Water and Wastewater Treatment Chemicals**

This sworn statement is submitted by_____ whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is _____ of the individual signing this sworn statement: _____.

My name is _____ and my relationship to the above entity is_____.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # _____ for _____ Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.
I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AUTHORIZED SIGNATURE

_____
Typed Name of AUTHORIZED SIGNATORY

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2022, by _____as_____of_____
_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "J"
Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D Number					

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "K"
Proposed Schedule of Subcontractor Participation

☐ **No Subcontracting (of any kind) will be utilized on this project.**		**Solicitation Number: B-22-12-COC**	
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	**Code Description**	**Minority Code**	**Code Description**
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "L"

References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "M"- Not Used

~~Truth-in-Negotiations Certification~~

~~For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.~~

~~Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.~~

~~Proposer/Contractor Name:~~
_____
_____

~~Mailing Address:~~
_____
_____
_____

~~Telephone Number:~~ _____ ~~Fax Number:~~ _____ ~~E-mail Address:~~ _____

_____ _____ ~~FEIN:~~ _____
~~Authorized Signatory~~ ~~Printed Name~~

_____ _____
~~Title~~ ~~Date~~

~~STATE OF~~ _____
~~COUNTY OF~~ _____
_____

~~The foregoing instrument was executed before me this~~ ____ ~~day of~~ _____, ~~2019, by~~ _____ ~~as~~ _____ ~~of~~ _____, ~~who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced~~ _____ ~~as identification.~~
_____

_____
_____
_____
~~NOTARY PUBLIC, State of~~ _____

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~
~~☞Failure to submit this form may be grounds for disqualification of your submittal☜~~

Attachment "N"

Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-22-12-COC**

TITLE: Water and Wastewater Treatment Chemicals

SOLICITATION DUE DATE: 07/19/2022 TIME: 3:00pm Local Time

FROM: _____

_____

_____

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

Attachment "O"

Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____Authorized

Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "P"

E-Verify Contractor Affidavit

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____
Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) , a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submittal☜

EXHIBIT C

Allied Universal Corporation Response

Publicly Opened July 19, 2022

City of Cocoa | Finance Department | Purchasing & Contracts Division	Solicitation No: B-22-12-COC
65 Stone Street, Cocoa, FL 32922	
Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Due Date: July 19, 2022@ 3:00PM
INVITATION TO BID (ITB)	
TITLE: Water and Wastewater Treatment Chemicals	

Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

Item	Description[1]	Unit of Measure	Estimated Quantity	Unit Price[2]	Delivery Days[3]
1	Ferric Sulfate (Dry Ferric Iron (FE+3), 12%-14% ferric iron, soluble	Dry Ton	167.00/Year	NO BID	
2	Liquid Sodium Hypochlorite, 12.0% -12.5%	Gallon	821,000/Year	$1.018/gl	2-3 business days
3	Carbon Dioxide, 99.5%	Pound	2,110,000/Year	NO BID	

1-See specifications section for detailed chemical requirements
2-Unit price is to be quoted as delivered price which is inclusive of freight and "other" charges. Enter N/A if not bidding on this item.
3-Anticipated number of days to deliver after order is placed

The undersigned also agrees as follows:

1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within sixty (60) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.
2) Contract shall continue for one (1) year with two (2) options to renew this Contract for one (1) additional years, for a total of three (3) years.

Proposer/Contractor Name: Allied Universal Corporation

Mailing Address: 3901 NW 115 Ave., Miami FL 33178

Telephone Number: 305-888-2623 Fax Number: _____ E-mail Address: Bids@Allieduniversal.com

Authorized Signatory

Cristhianne Munguia FEIN: 59-0776285 DUNS: 004134623
Printed Name

Bid Coordinator July 12, 2022 CAGE Code: _____
Title Date As issued through www.sam.gov

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was executed before me this 12th day of July, 2022, by Cristhianne Munguia as Bid Coordinator of Allied Universal Corporation, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

ATABEIRA PIEDRA
Notary Public - State of Florida
Commission # HH 045013
My Comm. Expires Sep 21, 2024
Bonded through National Notary Assn.

NOTARY PUBLIC, State of FL

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

Attachment "B"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 Stone Street, Cocoa, Florida 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

AFFIANT SIGNATURE

Cristhianne Munguia

Typed Name of AFFIANT

Bid Coordinator

Title

The foregoing instrument was executed before me this 12th day of July, 2022, by Cristhianne Munguia as Bid Coordinator of Allied Universal Corporation, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

ATABEIRA PIEDRA
Notary Public - State of Florida
Commission # HH 045013
My Comm. Expires Sep 21, 2024
Bonded through National Notary Assn.

NOTARY PUBLIC
STATE OF FL
MY COMMISSION EXPIRES: 9/21/2024

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. #1 Dated: July 5, 2022

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
Allied Universal Corporation

Mailing Address:
3901 NW 115 Ave., Miami FL 33178

Telephone Number: 305-888-2623 Fax Number: _____ E-mail Address:
Bids@Allieduniversal.com

_____ 59-0776285 FEIN:
Authorized Signatory

Cristhianne Munguia
Printed Name

Bid Coordinator
Title

July 12, 2022
Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "D" Not Used

~~**Bid Security Bond**~~

~~BOND NO:~~ _____

~~**(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)**~~

~~KNOW ALL MEN BY THESE PRESENTS: That the undersigned~~ _____

_____

~~as Principal, and,~~ _____

~~as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.~~

~~THE CONDITION OF THIS OBLIGATION is such that if Principal:~~

1. ~~Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (180) calendar days after the date on which the bids are opened; and~~
2. ~~Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.~~

~~Signed this _____ day of _____, _____~~

~~THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.~~

~~Contractor Name: _____ (Affix Contractor's Corporate Seal Above)~~

~~Mailing Address: _____~~

~~Telephone Number: _____ Fax Number: _____ E-mail Address: _____~~

_____ _____ _____ _____

~~Authorized Signatory Printed Name Title Date~~

~~STATE OF _____~~

~~COUNTY OF _____~~

~~BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF _____, TO REPRESENT _____ OF _____,~~

~~A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF _____ (THE "SURETY").~~

~~SAID _____ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID _____ THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF _____, TO THE CITY OF COCOA COVERING _____ titled _____ IN COCOA, FLORIDA.~~

~~NOTARY PUBLIC _____~~

~~STATE OF _____~~

~~MY COMMISSION EXPIRES: _____~~

~~Surety Name: _____ (Affix Surety's Corporate Seal Above)~~

~~Attorney in Fact for Signature~~	~~Printed Name of Attorney in Fact~~	~~Florida Licensed Agent Signature~~	~~Printed Name of Licensed Agent~~	~~License Surety Number~~

~~Surety Mailing Address: _____~~ ~~Agent Mailing Address: _____~~

~~Telephone Number: _____~~ ~~Telephone Number: _____~~

~~Fax Number: _____~~ ~~Fax Number: _____~~

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~

~~Failure to submit this form may be grounds for disqualification of your submittal~~

Attachment "F"-Not Used

~~Trench Safety Certification~~

~~Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.~~

~~If trench excavation is required on the Project more than 5 feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.~~

	~~Trench Safety Measure (Description)~~	~~Units of Measure~~	~~Quantity~~	~~Unit Cost~~	~~Extended Cost~~
~~1.~~					
~~2.~~					
~~3.~~					
~~4.~~					
~~5.~~					

~~(Attach Separate Sheet if Necessary)~~

~~If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).~~

~~By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.~~

~~Bidder/Contractor Name:~~ _____

~~Mailing Address:~~ _____

~~Telephone Number:~~ _____ ~~Fax Number:~~ _____ ~~E-mail Address:~~ _____

_____ _____ ~~FEIN:~~ _____

~~Authorized Signatory~~ ~~Printed Name~~

_____ _____

~~Title~~ ~~Date~~

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~

~~☞Failure to submit this form may be grounds for disqualification of your submittal☜~~

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "G"
Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
Allied Universal Corporation

Mailing Address:
3901 NW 115 Ave., Miami FL 33178

Telephone Number: 305-888-2623 Fax Number: _____ E-mail Address:
Bids@Allieduniversal.com



Authorized Signatory

Bid Coordinator
Title

59-0776285 FEIN:

Cristhianne Munguia
Printed Name

July 12, 2022
Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "H"
Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

AFFIANT SIGNATURE

Cristhianne Munguia
Typed Name of AFFIANT

Bid Coordinator
Title

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was executed before me this 12th day of July, 2022, by Cristhianne Munguia as Bid Coordinator of Allied Universal Corporation, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of FL

ATABEIRA PIEDRA
Notary Public - State of Florida
Commission # HH 045013
My Comm. Expires Sep 21, 2024
Bonded through National Notary Assn.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)
Attachment "I"
Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted with ITB, or Contract Number **B-22-12-COC, Water and Wastewater Treatment Chemicals**

This sworn statement is submitted by Allied Universal Corporation whose business address is [Name of entity submitting sworn statement] 3901 NW 115 Ave, Miami FL 33178 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-0776285 of the individual signing this sworn statement: _____.

My name is Cristhianne Munguia and my relationship to the above entity is Bid Coordinator.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # B-22-12-COC for Liquid Sodium Hypochlorite,12.0% -12.5% Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

AUTHORIZED SIGNATURE

Cristhianne Munguia
Typed Name of AUTHORIZED SIGNATORY

Bid Coordinator
Title

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was executed before me this 12th day of July, 2022, by Cristhianne Munguia as Bid Coordinator of Allied Universal Corporation, who personally swore or affirmed that he/~~she~~ is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

ATABEIRA PIEDRA
Notary Public - State of Florida
Commission # HH 045013
My Comm. Expires Sep 21, 2024
Bonded through National Notary Assn.

NOTARY PUBLIC, State of FL

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "J"
Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
✓	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)

State of Incorporation	Florida
Principal Place of Business (Enter Address)	3901 NW 115 Ave., Miami FL 33178
Federal I.D Number	59-0776285

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
Allied Universal Corporation

Mailing Address:
3901 NW 115 Ave., Miami FL 33178

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	**Due Date:** **July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Telephone Number: 305-888-2623 Fax Number: _____ E-mail Address: Bids@Allieduniversal.com

_____ Cristhianne Munguia FEIN: 59-0776285

Authorized Signatory Printed Name

Bid Coordinator July 12, 2022

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	**Due Date: July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "K"
Proposed Schedule of Subcontractor Participation

☑ **No Subcontracting (of any kind) will be utilized on this project.**		**Solicitation Number: B-22-12-COC**	
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	**Due Date:** **July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Bidder/Contractor Name:
Allied Universal Corporation

Mailing Address:
3901 NW 115 Ave., Miami FL 33178

Telephone Number: 305-888-2623 Fax Number: _____ E-mail Address:
Bids@Allieduniversal.com

_____ 59-0776285 FEIN:

Authorized Signatory

Cristhianne Munguia
Printed Name

Bid Coordinator
Title

July 12, 2022
Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "L"

References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service: Supply and Delivery of Sodium Hypochlorite				
Address: 700 West 2nd Ave.,Hialeah, FL 33011				
Contracting Agency/Client: Miami Dade Water & Sewer				
Contact Name and Phone #: Jon Hansen, 786-236-7625				
Contact Email Address and Fax #: Jon.Hansen@miamidade.gov				
Contract Amount: $10,695,000.00	Start Date:	11/2018	End Date:	On-going
Project #2:				
Project Name:				
Type of Project/Service: Supply and Delivery of Sodium Hypochlorite				
Address: 14100 SW 8 Street.,Sunrise, FL 33325				
Contracting Agency/Client: City of Sunrise				
Contact Name and Phone #:Dough Kerwin, 954-846-7400				
Contact Email Address and Fax #: dkerwin@sunrisefl.gov				
Contract Amount: $192,225	Start Date:	3/2021	End Date:	On-going
Project #3:				
Project Name:				
Type of Project/Service: Supply and Delivery of Sodium Hypochlorite				
Address: 12098 NW 11 Ave.,North Miami, FL 33168				
Contracting Agency/Client: City of North Miami				
Contact Name and Phone #: Pavel Vida, 305-953-2854				
Contact Email Address and Fax #:				
Contract Amount: $202,628.00	Start Date:	10/2021	End Date:	On-going
Project #4:				
Project Name:				
Type of Project/Service: Supply and Delivery of Sodium Hypochlorite				
Address: 1501 Raleigh Street.,Fort Myers, FL 33902				
Contracting Agency/Client: City of Ft. Myers				
Contact Name and Phone #: Heath Laufenberg, 239-321-7574				
Contact Email Address and Fax #: hlaufenberg@cityftmyers.com				
Contract Amount: $702,830.00	Start Date:	7/2019	End Date:	On-going
Project #5:				
Project Name:				
Type of Project/Service: Supply and Delivery of Sodium Hypochlorite				
Address:				
Contracting Agency/Client: City of Winter Haven				
Contact Name and Phone #: Steve Warder, 863-291-5767				
Contact Email Address and Fax #: Swarder@mywinterhaven.com				
Contract Amount: $628,00.00	Start Date:	2/2022	End Date:	On-going

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

☞**Failure to submit this form may be grounds for disqualification of your submittal**☜

Attachment "M"- Not Used

~~Truth-in-Negotiations Certification~~

~~For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.~~

~~Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.~~

~~Proposer/Contractor Name:~~
_____

~~Mailing Address:~~
_____

~~Telephone Number:~~ _____ ~~Fax Number:~~ _____ ~~E-mail Address:~~ _____

_____ _____ ~~FEIN:~~ _____
~~Authorized Signatory~~ ~~Printed Name~~

_____ _____
~~Title~~ ~~Date~~

~~STATE OF~~ _____
~~COUNTY OF~~ _____

~~The foregoing instrument was executed before me this~~ ____ ~~day of~~ _____, ~~2019, by~~ _____ ~~as~~ _____ ~~of~~ _____, ~~who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced~~ _____ ~~as identification.~~

_____
~~NOTARY PUBLIC, State of~~ _____

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~
~~Failure to submit this form may be grounds for disqualification of your submittal~~

Attachment "N"

Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-22-12-COC**

TITLE: Water and Wastewater Treatment Chemicals

SOLICITATION DUE DATE: 07/19/2022 TIME: 3:00pm Local Time

FROM: Allied Universal Corporation
3901 NW 115 Ave
Miami, FL 33178

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "O"

Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name:
Allied Universal Corporation

Mailing Address:
3901 NW 115 Ave., Miami FL 33178

Telephone Number: 305-888-2623 Fax Number: _____ E-mail Address: Bids@Allieduniversal.com

_____ Cristhianne Munguia FEIN: 59-0776285 Authorized
Signatory Printed Name

Bid Coordinator July 12, 2022
Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "P"

E-Verify Contractor Affidavit

I hereby certify that Allied Universal Corporation [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Allied Universal Corporation [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Crishtianne Munguia
Date: July 12, 2022

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12th (date) by July, 2022 (name of officer or agent, title of officer or agent) of Allied Universal Corporation (name of corporation acknowledging) , a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal] Notary Public
Atabeira Piedra
Name typed, printed, or stamped
My Commission Expires: 9/21/2024

ATABEIRA PIEDRA
Notary Public - State of Florida
Commission # HH 045013
My Comm. Expires Sep 21, 2024
Bonded through National Notary Assn.

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submittal☜

ALLIED UNIVERSAL CORPORATION
Established 1954

Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

RESOLVED that Cristhianne Munguia, Bid Coordinator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

Supply and Delivery of Sodium Hypochlorite to the City of Cocoa.

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 7th day of June 2022.

(Seal of Corporation)

Jim Palmer, President - CEO

ALLIED UNIVERSAL CORPORATION
Celebrating 50 Years
1954 2004

Corporate Office
3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

July 2022

Allied Universal Corporation is a privately owned company, which has been in business since 1954. Our Corporate Headquarters is located at 3901 N.W. 115 Avenue, Miami, FL 33178.

There are presently 8 delivery locations. In the following we also package Chlorine Gas and manufacture Sodium Hypochlorite. Miami, FL; Ft. Pierce, FL; CFI-Tampa, FL; Brunswick, GA and Ellisville, MS. The following are our Terminals: Jacksonville, FL; Dothan, AL and Mobile, AL. We have serviced Utilities and Municipalities, in 22 states, for over 60 years. We also distribute other water treatment chemicals, swimming pool chemicals, and some chemicals for industrial use.

The delivering facility which will supply the City of Cocoa is our Ft. Pierce, FL facility by our affiliate company, Transportation Services Unlimited, with a dedicated fleet of over 100 tractors and tankers, with an employee complement of approximately 275 people.

The Ft. Pierce, FL facility is located at 9501 Rangeline Road, FL 34987. With normal delivery lead time of 3 work days. Contact name for all deliveries is Dennis McNair phone number 772-464-6195 Ext. 0602, e-mail ftpiercedispatch@Allieduniversal.com. He is available from 6:30 a.m. until 3:30 p.m.

Other key personnel is: David Stallings Branch Manager 772-464-6195 Ext.0601 and Dan DeBeau Region 1. Operations Manager 772.242.9727 x 0601. C: 309.213.4936 .

If you have any questions or concerns on any of this information, please contact Cristhianne Munguia, Bid Coordinator, Allied Universal Corporation, 3901 N.W. 115 Avenue, Miami, FL 33178, phone number (305) 888-2623/Ext. 0125; E-Mail, Bids@Allieuniversal.com

Cristhianne Munguia
Bid Coordinator

ALLIED UNIVERSAL CORPORATION
Celebrating 50 Years
1954 2004

Corporate Office
3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

AFFIDAVIT

This is to certify that as required, all Sodium Hypochlorite solution to be furnished to the City of Cocoa will comply with the AWWA B300 Standards and ANSI/NSF standard 60 or as may be amended.

STATE OF FLORIDA
COUNTY OF: Miami-Dade

Sworn to (or affirmed) and Subscribed before me.
By means of ☑ physical presence or ☐online notarization.
This 12th day of July, 2022

By:_____
Cristhianne Munguia
Bid Coordinator

(Notary Seal)

ATABEIRA PIEDRA
Notary Public - State of Florida
Commission # HH 045013
My Comm. Expires Sep 21, 2024
Bonded through National Notary Assn.

_____
Signature of Notary Public.

Atabeira Piedra
Print or Type Name of Notary

Personally Known ☑
Or Produced Identification ☐

_____
Type of Identification Produced

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, June 23, 2022** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=ALLIED+UNIVERSAL+CORPORATION&ChemicalName=Sodium+Hypochlorite&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation

3901 Northwest 115th Avenue
Miami, FL 33178
United States
800-981-6700
305-888-2623
Visit this company's website (http://www.allieduniversal.com)

Facility : # 2 Jacksonville, Florida

Sodium Hypochlorite[HY]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : # 4 USA

Sodium Hypochlorite[HY]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility : Fort Pierce, FL

Sodium Hypochlorite[HY]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100 mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Miami, FL

Sodium Hypochlorite[HY]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Brunswick, GA

Sodium Hypochlorite[HY]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Bleach	Disinfection & Oxidation	74mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	74mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	87mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ellisville, MS

Sodium Hypochlorite[HY]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and

Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Allied Universal Corporation

3901 Northwest 115 Avenue
Miami, FL 33178
United States
305-888-2623
Visit this company's website (http://www.allieduniversal.com)

Facility : # 3 USA

Sodium Hypochlorite[HY]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Number of matching Manufacturers is 2
Number of matching Products is 48
Processing time was 1 seconds

SAFETY DATA SHEET

1. Identification

Product identifier **Sodium Hypochlorite, 10-15% Solution**

Other means of identification

SDS number AUC-004

Synonyms Aqua Guard Chlorinating Santizier * Aqua Guard Bleach * Aqua Guard Sodium Hypochlorite 10.5% * Aqua Guard Sodium Hypochlorite 12.5% * Sodium Hypochlorite * Liquid Bleach * Bleach * Hypo

Recommended use Swimming pool chemical, hard surface cleaner, water treatment, bleaching, textiles, cooling towers, laudry sanitizer and agricultural/ aquacultural purposes

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Allied Universal Corporation

Address 3901 N.W. 115th Avenue
Miami, FL 33178
United States

Telephone General: 1-305-888-2623
24-Hour alert: 1-786-522-0207

Website www.allieduniversal.com

E-mail Not available.

Contact person Operations Department

Emergency phone number CHEMTREC 1-800-424-9300 (US/Canada)
+01 703-527-3887 (International)

Supplier Refer to Manufacturer

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation

Environmental hazards This mixture does not meet the classification criteria according to OSHA HazCom 2012.

OSHA defined hazards This mixture does not meet the classification criteria according to OSHA HazCom 2012.

Label elements



Signal word Danger

Hazard statement May be corrosive to metals. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.

Precautionary statement

Prevention Keep only in original container. Do not breathe mist. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area.

Wear protective gloves/clothing and eye/face protection.

Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. Specific treatment (see this label). Wash contaminated clothing before reuse.
Storage	Store locked up. Store in a well-ventilated place. Keep container tightly closed. Store in corrosive resistant container with a resistant inner liner.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. Other hazards which do not result in classification: Contact with most acids may liberate and toxic gas. Chronic skin contact with low concentrations may cause dermatitis.
Supplemental information	None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium Hypochlorite	HYPOCHLORITE SOLUTION	7681-52-9	10-15.5
Sodium hydroxide	Caustic soda Lye Soda lye	1310-73-2	1-5
Other components below reportable levels			80-90

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If breathing is difficult, trained personnel should give oxygen. Call a physician or poison control center immediately.
Skin contact	Immediately flush skin with running water for at least 20 minutes. Take off immediately all contaminated clothing. Take off immediately all contaminated clothing. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse. Cover wound with sterile dressing. Do not rub area of contact. Leather and shoes that have been contaminated with the solution may need to be destroyed.
Eye contact	Immediately flush eyes with plenty of water for at least 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing for 10-15 minutes. Call a physician or poison control center immediately. Take care not to rinse contaminated water into the unaffected eye or onto the face.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. If swallowed: Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.
Indication of immediate medical attention and special treatment needed	Immediate medical attention is required. Causes chemical burns. Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2). Use media suitable to the surrounding fire such as water fog or fine spray, alcohol foams, carbon dioxide. Use water with caution. Contact with water will generate considerable heat.

Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry chemical extinguishing agents. Maleic anhydride may react with the basic sodium compounds. Use chemical extinguishing agents with caution. Some chemical extinguishing agents may react with this material.
Specific hazards arising from the chemical	Not considered flammable. Vapors are heavier than air and may spread along floors. Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts violently with a wide variety of organic and inorganic chemicals including alcohol, carbides, chlorates, picrates, nitrates and metals. Toxic fumes, gases or vapours may evolve on burning.
Special protective equipment and precautions for firefighters	Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face piece operated in positive pressure mode. A full-body chemical resistant suit should be worn.
Fire fighting equipment/instructions	Fight fire with normal precautions from a reasonable distance. Evacuate the area promptly. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	Vapors are heavier than air and may spread along floors.
Hazardous combustion products	Hydrogen gas. Hydrogen chloride. Chlorine. Oxygen. Sodium oxides.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Immediately evacuate personnel to safe areas. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Ventilate the area. Remove sources of ignition. Stop leak if you can do so without risk. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Use water spray to reduce vapors or divert vapor cloud drift. Prevent entry into waterways, sewer, basements or confined areas. Remove with vacuum trucks or pump to storage/salvage vessels. Contain and absorb spilled liquid with non-combustible, inert absorbent material (e.g. sand). Small spills can be neutralized by covering with a reducing agent, such as Sodium thiosulfate or Sodium sulphite. If not recoverable, dilute with water or flush to holding area and neutralize. Never return spills to original containers for re-use. Contact the proper local authorities. Contaminated absorbent material may pose the same hazards as the spilled product. For waste disposal, see Section 13.
Environmental precautions	Contact local authorities in case of spillage to drain/aquatic environment. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection. Label containers appropriately. When using, do not eat, drink or smoke. Do not taste or swallow. Do not get in eyes, on skin, on clothing. Wash thoroughly after handling. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Avoid ultraviolet (UV) light sources. Inspect periodically for damage or leaks. Store in corrosive resistant container with a resistant inner liner. Store in original tightly closed container. Keep container tightly closed. Store in a well-ventilated place. Store away from and do not mix with incompatible materials such as acids, oxidizers, organics, reducing agents and all metals except titanium. Keep away from food, drink and animal feedingstuffs.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
SODIUM HYPOCHLORITE (CAS 7681-52-9)	STEL	2 mg/m3

Biological limit values No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

Eye/face protection Chemical goggles and face shield are recommended. Eye wash facilities and emergency shower must be available when handling this product.

Skin protection

Hand protection Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.

Other Where contact is likely, wear chemical-resistant gloves, chemical protective clothing, rubber boots, and chemical safety goggles plus a face shield. Use of an impervious apron is recommended.

Respiratory protection Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. For most conditions no respiratory protection should be needed; however, if discomfort is experienced, use an approved air-purifying respirator. The following should be effective types of air-purifying respirators: Particulate filter.

Thermal hazards Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations When using, do not eat, drink or smoke. Do not breathe mist. Avoid contact with eyes, skin and clothing. Upon completion of work, wash hands before eating, drinking, smoking or use of toilet facilities. Remove soiled clothing and wash it thoroughly before reuse.

9. Physical and chemical properties

Appearance Clear yellow/green liquid.

Physical state Liquid.

Form Liquid.

Color Clear to yellow/green.

Odor Pungent. Chlorine-like.

Odor threshold Not available.

pH 11 - 13

Melting point/freezing point -150 °F (-101.11 °C)

Initial boiling point and boiling range > 212 °F (> 100 °C)

Flash point Not Applicable

Evaporation rate Not available.

Flammability (solid, gas) Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%) Not Applicable

Flammability limit - lower (%) temperature Not Applicable

Flammability limit - upper (%)	Not Applicable
Flammability limit - upper (%) temperature	Not Applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	12 mm Hg
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Soluble
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	1.18 g/cm3
Molecular formula	NaOCl
Molecular weight	74.4
Specific gravity	1.165-1.23

10. Stability and reactivity

Reactivity	Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts with amines and ammonia compounds to form explosively unstable compounds. May be corrosive to metals. May be corrosive to: Aluminum. Stainless steel. Carbon steel. Copper. Bronze
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Reacts vigorously or violently with many organic and inorganic chemicals such as: acids, acrolein, acrylonitrile, chlorinated hydrocarbons (e.g. 1,2 dichloroethylene), chlorine dioxide, maleic anhydride, nitroethane, nitroparaffins, 2-nitrophenol, nitropropane, phosphorus, potassium persulfate, and tetrahydrofuran (containing peroxides).
Conditions to avoid	Direct sources of heat. Avoid high temperatures. Direct sunlight. Avoid contact with incompatible materials. Do not use in areas without adequate ventilation. Do not allow evaporation to dryness.
Incompatible materials	Metals. Strong oxidizing agents. Acids. Amines. Ammonia. Reducing agents. Nitrites. Organic compounds.
Hazardous decomposition products	None known, refer to hazardous combustion products in Section 5. In the event of fire the following can be released: Chlorine. Sodium chlorate.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful. May cause irritation to the respiratory system. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Ingestion may cause severe irritation of the mouth, the esophagus and the gastrointestinal tract.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.

Information on toxicological effects

Acute toxicity Not expected to be hazardous by OSHA criteria. There is no available data for the product itself, only for the ingredients. See data for individual ingredient acute toxicity data.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
Dermal		
LD50	Rabbit	No Data in Literature
Inhalation		
LC50	Rat	No Data in Literature
Oral		
LD50	Rat	No Data in Literature
Sodium Hypochlorite (CAS 7681-52-9)		
Acute		
Dermal		
LD50	Rabbit	> 10000 mg/kg
Inhalation		
LC50	Rat	> 5.25 mg/l/4h
Oral		
LD50	Rat	8910 mg/kg

Skin corrosion/irritation Hazardous by OSHA criteria.
Causes severe skin burns. Causes severe skin burns and eye damage. Skin corrosion/irritation - Category 1.

Serious eye damage/eye irritation Hazardous by OSHA criteria.
Causes serious eye damage. Serious eye damage/eye irritation - Category 1

Respiratory or skin sensitization

Respiratory sensitization Not expected to be a respiratory sensitizer.

Skin sensitizer Not expected to be hazardous by OSHA criteria. Not expected to be a skin sensitizer.

May cause an allergic skin reaction (e.g. hives, rash) in some hypersensitive individuals.

Germ cell mutagenicity Not expected to be mutagenic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

IARC Monographs. Overall Evaluation of Carcinogenicity

Sodium Hypochlorite (CAS 7681-52-9) 3 Not classifiable as to carcinogenicity to humans.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure Hazardous by OSHA criteria.
May cause respiratory irritation. Specific Target Organ Toxicity (STOT), Single Exposure, Category 3.

Specific target organ toxicity - repeated exposure Not classified as a specific target organ toxicity -repeated exposure.

Aspiration toxicity Not expected to be an aspiration hazard.

Chronic effects Prolonged inhalation may be harmful. Chronic skin contact with low concentrations may cause dermatitis.

12. Ecological information

Ecotoxicity Toxic to aquatic life.

Components		Species	Test Results
Sodium hydroxide (CAS 1310-73-2)			
Aquatic			
Acute			
Crustacea	EC50	Water flea (Ceriodaphnia dubia)	40 mg/l, 48 hours

Components		Species	Test Results
Fish	LC50	Western mosquitofish (Gambusia affinis)	125 mg/l, 96 hours
Sodium Hypochlorite (CAS 7681-52-9)			
Aquatic			
Acute			
Crustacea	EC50	Water flea (Daphnia magna)	0.169 mg/l, 48 hours
Fish	LC50	Bluegill (Lepomis macrochirus)	0.58 mg/l, 96 hours

Persistence and degradability Biodegradation is not applicable to inorganic substances.

Bioaccumulative potential No accumulation in living organisms is expected due to high solubility and dissociation properties.

Mobility in soil High water solubility indicates a high mobility in soil.

Other adverse effects No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.

Local disposal regulations Dispose in accordance with all applicable regulations.

Hazardous waste code The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

Waste from residues / unused products Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

Contaminated packaging Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number UN1791
UN proper shipping name HYPOCHLORITE SOLTUTIONS (RQ = 100)
Transport hazard class(es)
Class 8
Subsidiary risk -
Label(s) 8
Packing group III
Environmental hazards
Marine pollutant Yes
Special precautions for user Read safety instructions, SDS and emergency procedures before handling.
Special provisions IB3, N34, T4, TP2, TP24
Packaging exceptions 154
Packaging non bulk 203
Packaging bulk 241

This product does meet the definition of a marine pollutant as described in 49 CFR section 171.8.

IATA

UN number UN1791
UN proper shipping name HYPOCHLORITE SOLUTION
Transport hazard class(es)
Class 8
Subsidiary risk -
Packing group III
Environmental hazards NO
ERG Code 8L
Special precautions for user Read safety instructions, SDS and emergency procedures before handling.
Other information
Passenger and cargo aircraft Allowed.
Cargo aircraft only Allowed.

IMDG

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	
Marine pollutant	No.
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not available.

DOT



IATA; IMDG



Marine pollutant



15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2)	Listed.
Sodium Hypochlorite (CAS 7681-52-9)	Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard - Yes
Delayed Hazard - No
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)

Not listed.

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 12-03-2020

Version # 04

HMIS H: 3 F: 0 R: 1

NFPA H: 3 F: 0 R: 1

Certified to NSF/ANSI/CAN 60

Maximum use level for Sodium hypochlorite under NSF/ANSI Standard 60 - Maximum use in potable water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach.

List of abbreviations

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR: Code of Federal Regulations
DOT: Department of Transportation
DSL: Domestic Substance List
EC: European Community
EINECS: European Inventory of Existing Commercial chemical Substances
EPA: Environmental Protection Agency
EPCRA: Emergency Planning and Community Right-to-Know Act
HSDB® - Hazardous Substances Data Bank
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IBC: Intermediate Bulk Container
IMDG: International Maritime Dangerous Goods
LC: Lethal Concentration
LD: Lethal Dose
NOEC: No observable effect concentration
NTP: National Toxicology Program
OECD: Organisation for Economic Cooperation and Development
OSHA: Occupational Safety and Health Administration
PPE: Personal Protective Equipment
RCRA: Resource Conservation and Recovery Act
RTECS: Registry of Toxic Effects of Chemical Substances
SARA: Superfund Amendments and Reauthorization Act
SDS: Safety Data Sheet
STEL: Short Term Exposure Limit
TLV: Threshold Limit Values
TWA: Time Weighted Average

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Disclaimer

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OECD - The Global Portal to Information on Chemical Substances - eChemPortal, 2014.

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Celebrating 50 Years
1954 2004

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JOEL CASTILLO	CELL # (786) 390-4586
FT. PIERCE, FL (772) 464-6195	
DAVID STALLINGS	CELL # (561) 707-2380
WALTER CIECWIERZ	CELL # (201) 993-3536
BILL ESTERLINE	CELL # (772) 469-6735
MANATEE, FL	
ROBERT REICH	CELL #: (574) 849-2585
BILLY ROY	CELL # (813) 405-9086
ROY POUND	CELL # (727) 504-2243
CARLOS PENA	CELL # (863) 595-5433
TAMPA, FL (813) 832-4868	
KEN HAYES	CELL # (313) 820-4339
JANET DAVIS	CELL # (813) 436-6362
BRUNSWICK, GA (912) 267-9470	
WILLIAM WARE	CELL # (502) 333-8059
MUSTAFA HUDSON	CELL # (912) 230-6003
CHARITY BREWER	CELL # (912) 230-8680
JACKSONVILLE, FL (AND DOTHAN, AL) (904) 438-4976	
KY NICHOLSON	CELL # (904) 607-8141
DAVID SCHULTZ	CELL # (912) 222-9487
LISA DALE	CELL # (770) 769-6528
ELLISVILLE, MS (AND MOBILE, AL) (601) 477-2550	
BOB BOYKIN	CELL # (601) 678-8275
TIGRAN ARMSTRONG	CELL # (601) 554-6582
LISA DALE	CELL # (770) 769-6528

SAFETY POLICY ALLIED UNIVERSAL CORPORATION	SERIES: 700	PROCEDURE: 700
SUBJECT: **SAFETY PROGRAM POLICY**		
ISSUED BY: REGULATORY AFFAIRS MANAGER APPROVED BY: OPERATIONS DEPARTMENT	LAST MODIFIED: December 2015	
SAFETY EQUIPMENT REQUIRED: None	FORMS REQUIRED: • Officer Risk Policy Commitment	

700.0 SAFETY PROGRAM POLICY

PURPOSE: Establishment of a workplace safety program involving management and employees.

SCOPE: A clear definition of management's commitment to providing the employees with a safe and healthful work environment and to comply with various occupational safety and health regulations.

700.1 Management Commitment

Allied Universal Corporation (AUC) is committed to conducting its business activities and operations in a manner which provides a safe environment for its employees and visitors. Senior management has pledge to manage the business by continuously improving upon the responsible distribution of the chemicals in a safe and secure manner. This pledge is posted at each plant office.

As part of the company's pledge, management and employees will be actively involved in establishing and maintaining an effective workplace safety and security program, which will include at a minimum:

1. Identifying current safety and security regulations and issues.
2. Identify the skills, knowledge, personal protective equipment and training necessary to perform a job.
3. Providing safety and health education, security policy and procedures, and job function specific training to new employees.
4. Providing safety and health education, security policy and procedures, and training and retraining for employees and outside contractors.
5. Assuring that all personnel in safety critical jobs are fit for duty and not compromised by external influences.
6. Establishing and promoting employee participation in improving and maintaining safe working conditions.
7. Writing, reviewing, and updating workplace safety and security policies and procedures.
8. Writing, reviewing, and updating workplace operating policies and procedures.
10. Investigate, record, maintain and control all workplace-related accidents, vehicle accidents, chemical as well as security incidents.
11. Conduct internal inspections to confirm that all safety and security operating procedures are being implemented and followed.
12. Establishing and implementing disciplinary procedures for employees or outside contractors whom willfully or repeatedly violate company policies and procedures.
13. Establishing and maintaining a process safety management and risk management program as well as facility security programs as applicable.

14. Implementing the *National Association of Chemical Distributors Codes of Responsible Distribution*, and abiding by the *Chlorine Institute Member Safety and Security Commitment*.
15. Maintain a state of readiness for all chemical and security emergencies.
16. Proper disposal of all waste products in accordance to the Federal, State and local laws.
17. Proper operations per the parameters of various air, water, industrial waste and other environmental permits.
18. Proper testing of packages and packaging of hazardous material goods per the requirements of the US DOT PHMSA.
19. Timely review and response to all documented employee safety suggestions.
20. Assure that all safety critical equipment complies and is maintained according to good engineering practices.

700.2 Responsibilities

700.2.1 Employee Safety Responsibilities

Each employee is responsible for performing job tasks in a safe manner, following the specified job task procedure and wearing the required personal protective equipment. It is the policy of AUC that all employees report unsafe work conditions. AUC employees may refuse to perform work tasks if the work is considered unsafe or for which they have not received proper training. Employees must report all accidents, injuries, and unsafe work conditions to their Supervisors, Assistant Branch and/or Branch Manager immediately. No such report to Management will result in retaliation, penalty, or other disincentive.

Employee recommendations to improve safety and health conditions in the workplace will be given thorough consideration by our Management team. Management will give top priority to recommendations and provide financial reserves to correct unsafe conditions in the facilities.

Manuals, containing workplace policies and procedures as well as hazardous communication, will be provided to all employees at a location in the facility accessible by all employees. Management encourages each employee to read and review these manuals to gain a better understanding of the chemicals the employees handle.

700.2.2 Management Safety Responsibilities

The primary responsibility for the coordination, implementation and maintenance of the AUC's Safety Program has been assigned to the Operations Departments.

The Regulatory Affairs Manager is charged with direct over site of these programs, except for those related to waste disposal, environmental permitting and reporting. Additional responsibilities and issues include regulatory monitoring and Management of the Process Safety Management, Risk Management, Emergency Preparedness and Respiratory Protection Program. The Manager is tasked with the investigation of all occupational injuries and illnesses, and is responsible for the general oversight of the employee training program (however, the actually implementation and administering of the occupational and vehicle accident investigation and training program is handle by the Risk Management Specialist).

The Branch Manager, under the supervision of the Regional Operations Managers, and his or her designees are responsible for safety at the Branch level. Responsibilities include, but are not limited to:

- Employee orientation and training;
- Communication and enforcement of safety and operational policies and procedures;
- Branch maintenance, including the maintenance of various operational equipment and proper housekeeping;
- Emergency preparedness, including the readiness of emergency equipment and training for emergency and first aid responders;
- Conducting an accident investigation for all occupational, vehicle and chemical accidents; and,
- Site security.

2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 183054

Entity Name: ALLIED UNIVERSAL CORP.

Current Principal Place of Business:

3901 NW 115 AVENUE
MIAMI, FL 33178

Current Mailing Address:

3901 NW 115 AVENUE
MIAMI, FL 33178 US

FEI Number: 59-0776285

FILED
Mar 18, 2022
Secretary of State
5523875152CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

NAMOFF, ROBERT
3901 NW 115 AVENUE
MIAMI, FL 33178 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	CD
Name	NAMOFF, ROBERT
Address	3901 NW 115 AVENUE
City-State-Zip:	MIAMI FL 33178

Title	PD
Name	PALMER, JAMES
Address	3901 NW 115 AVE.
City-State-Zip:	MIAMI FL 33178

Title	T
Name	KOVEN, MICHAEL
Address	3901 NW 115 AVE.
City-State-Zip:	MIAMI FL 33178

Title	VPD
Name	RUBIN, RONALD
Address	3901 NW 115 AVENUE
City-State-Zip:	MIAMI FL 33178

Title	DIRECTOR, VP
Name	NAMOFF, GREGORY
Address	3901 NW 115 AVENUE
City-State-Zip:	MIAMI FL 33178

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MICHAEL KOVEN — TREASURER — 03/18/2022

Electronic Signature of Signing Officer/Director Detail — Date

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

2021 - 2022

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #6 Receipt #5000-00980030

Type of business 5000 MISC WHOLESALE (BLEACH MANUFACTURER & DISTRIBUTOR) Expires SEPTEMBER 30, 2022

DBA name

Business Allied Universal Corp

Mailing address: Allied Universal Corporation
Attn: Neosotis Martinez
3901 NW 115th Ave
Miami, FL 33178

Business location: 9501 Rangeline Rd
Port Saint Lucie, FL 34987

RENEWAL
Original tax: $27.55
Penalty:
Collection cost:
Total: $27.55

St Lucie County

Paid 10/05/2021 27.55 0000-20211005-001654
Effective Date 09/28/2021

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Allied Universal Corporation
Attn: Neosotis Martinez
3901 NW 115th Ave
Miami, FL 33178

000086

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

4513280

BUSINESS NAME/LOCATION
ALLIED UNIVERSAL CORP
3901 NW 115TH AVE
DORAL FL 33178

RECEIPT NO.
RENEWAL
4711819

EXPIRES
SEPTEMBER 30, 2022
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
ALLIED UNIVERSAL CORP

SEC. TYPE OF BUSINESS
207 ADMIN OFFICE/OPERATION CTR

PAYMENT RECEIVED BY TAX COLLECTOR
$148.50 11/15/2021
FPPU06–22–001118

Employee(s) 30

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

ALLIED UNIVERSAL CORPORATION
Established 1954

Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

July 12, 2022

RE: Company Financial Information

Allied Universal is a privately held corporation providing high quality water treatment chemicals for over 66 years. The company has provided bank and trade references (see attached) to demonstrate its financial capability and stability because we do not release or disclose financial statements.

Very truly yours,

ALLIED UNIVERSAL CORPORATION

Cristhianne Munguia
Bid Coordinator

8350 NW 93 Street
Miami, Florida 33166
AUC **Medley**- 305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC **Ft. Pierce**- 772-464-6195

5215 W. Tyson Avenue
Tampa, Florida 33611
CFI **Tampa** - 813-832-4868

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC **Jacksonville**- 904-619-6180

30 Neil Gunn Drive
Ellisville, MS 39437
AUC **Ellisville** - 601-477-2550

204 SCM Road
Brunswick, GA 31525
AUC **Brunswick** - 912-267-9470

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 **Ft. Pierce** - 772-464-6195

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 **Manatee** - 941-803-4457

ALLIED UNIVERSAL CORPORATION
Established 1954

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

COMPANY INFORMATION

CHIEF EXECUTIVE OFFICER/PRESIDENT:	JIM PALMER	
ACCOUNTS PAYABLE MANAGER:	SORAYA GARCIA	CHIEF FINANCIAL OFFICER: MIKE KOVEN

ESTABLISHED 1953 - PRIVATE CORPORATION

TRADE REFERENCES:

RYAN-HERCO PRODUCTS
KEVIN WAGNER
ACCT #: 075049 OR 081594
1310 CENTRAL FL PARKWAY
ORLANDO, FL 32837
(800) 848-1141 EXT 1408

INEOS CALABRIAN CORP
KATHY LUTZ
5500 HWY 366
PORT NECHES, TX 77651
409-727-1471 X132
KATH.LUTXZ@INEOS.COM

I.C.E. SERVICE GROUP, INC
MARK DELFRATTE
192 OHIO RIVER BLVD, SUITE 100
AMBRIDGE, PA 15003
(724) 266-7580
MDELFRATTE@ICESERVICEGROUP.COM

CKS PACKAGING INC
ALESA NORTON
4020 N. 29TH TERRACE
HOLLYWOOD, FL 33020
(954)925-0236

CHEM-TAINER IND, INC
DAVID WENZEL
361 NEPTUNE AVE
WEST BABYLON, NY 11704
(631) 661-8300 EXT 1625

BANK:

SYNOVUS BANK
2500 WESTON ROAD, SUITE 300
WESTON, FLORIDA 33331
CONTACT: MICHAEL C. WALKER
MICHAELWALKER@SYNOVUS.COM
(954) 984-3331
(954) 389-3120 FAX

FEDERAL ID #:	DUN & BRADSTREET #:	SALES TAX #:
59-0776285	004134623	80-8012429723-6

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
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Jacksonville, FL 32207
904-619-6180

Revised: 06/16/2020

ALLIED UNIVERSAL CORPORATION
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CLAIMS, MEDIATIONS AND LITIGATION – CONTRACT DISPUTES WITHIN 5 YEARS

Allied Universal Corp. v. Jeffrey Given, Miami Dade Circuit Court Case No. 16-008292-CA-01 (Div. 25); Claims asserted by Allied against former employee for damages and injunctive relief based upon former employee's breach of employment/non-compete agreement. Court decision and injunction in favor of Allied.

Allied Universal Corp. v. Edwards Fiberglass, Inc., Miami Dade Circuit Court Case No. 16-002136-CA-01. Breach of warranty claim by Allied against Edwards based on Edwards' failure to properly install/repair certain Allied storage tanks. Case amicably settled by repairs to tanks.

Miami Seaquarium v. Allied Universal Corp. Mediation. Miami Seaquarium claimed damages arising from a February 16, 2015 bleach spill on its premises. Allied contended that the alleged damages were caused by improper Seaquarium equipment and operating procedures. The claim was amicably resolved via a confidential, mediated settlement agreement.

Allied Universal Corp. v. Malibu Pools Services, Inc., Miami Dade Circuit Court Case No. 16-017850. Allied sued to collect on a long-overdue pool store account. Judgment was entered in favor of Allied and Malibu paid and satisfied the judgment.

Allied Universal Corp. V. DDH Ventures, Inc., Miami-Dade Circuit Court Case No. 16-024697. Allied sued to collect on a long-overdue pool store account. The case was amicably settled by payment to Allied and dismissed shortly after being filed.

Chemical Formulators, Inc., et. al. adv. Viper Ventures, Hillsborough County Circuit Court Case No. 11-CA 014623. In 2011, Viper Ventures filed this action against Allied's affiliate, Chemical Formulators, Inc. ("CFI") seeking to cancel a 1996 Port Agreement and easements relating to CFI's use of Viper Ventures' dock. In October 2018 the court ruled in favor of Allied's affiliate, CFI. Viper has filed an appeal to the Second District Court of Appeal, which remains pending.

Allied New Technologies 2, Inc. v. Tropical Roofing and Unicoat, Broward County Circuit Court Case No. 19 009566. Allied's affiliate, Allied New Technologies 2, Inc. filed suit to enforce a 10-year roof coating warranty that Allied purchased from Tropical Roofing and Unicoat. Allied voluntarily dismissed the case in January 2020. There was no court decision, mediation or settlement.

Allied Universal Corp. v Ryan Herco/Georg Fischer. Claim asserted, but no litigation or mediation. Allied asserted a claim for damages arising from certain defective flow meters manufactured by Fischer, which Allied purchased through Ryan Herco. In November 2018 Fischer confirmed that the meters were defective and recalled them. Allied's claim was amicably resolved by a confidential payment to Allied.

Emery Bryant v. Allied Universal. Claim asserted but no litigation or mediation. Claimant alleges that he sustained injuries when several empty drums broke loose from a Company pickup truck near Ranger, Georgia and one of the drums struck claimant's vehicle. Company's investigation is ongoing and Company's insurer is in settlement discussions with claimant.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ALLIED UNIVERSAL CORPORATION

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3901 NW 115TH AVE

Requester's name and address (optional)

6 City, state, and ZIP code

MIAMI, FLORIDA 33178

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	0	7	7	6	2	8	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** July 12, 2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

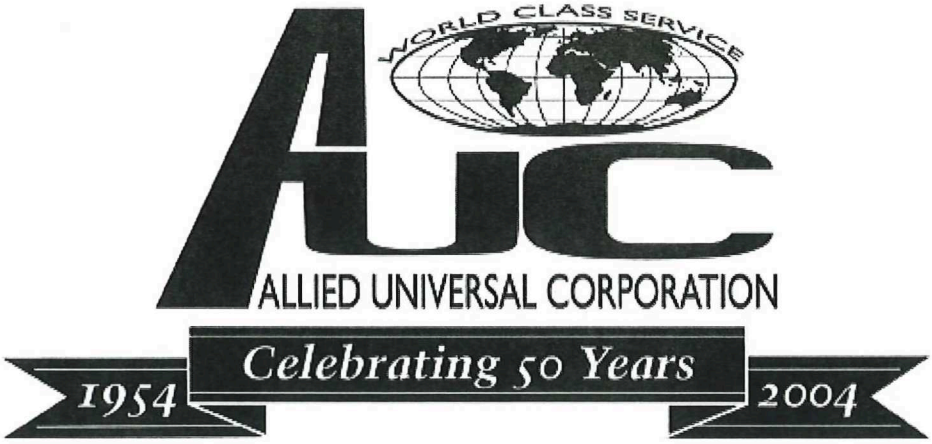
Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*



DRUG FREE WORKPLACE

As a part of our commitment to safeguard the health of our employees, to provide a safe place for the employees to work, and to promote a drug-free community, this Employer has established this policy on the use or abuse of alcohol and drugs by our employees. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a general decline in the quality of products and services provided. We have established this policy to detect and remove abusers of drugs and alcohol. This policy is set up pursuant to the Drug Free Workplace Program under Florida, Georgia, Arkansas, and Mississippi laws. The following State and Administrative Codes will apply:

1. **Florida (FL) Florida Statutes, 440.101 and 440.102 Fla.Adm.Code, Chapter 59A-24**
2. **Georgia (GA) Ga. Code Ann 34-9-410 to 421; GA. Code Ann 33-9-40, . Code Ann 50-24-1 to 50- 24-6, GA. Code Ann 34-9-17, GA. Code Ann 34-8-194**
3. **Arkansas (AR) Arkansas's Workers' Compensation Rule 36. Code of Arkansas, 11-9-102(5)(B), 1999 Ark. Acts 1552, ARK. Code Ann. 11-10-5149 (b)**
4. **Mississippi (MS) Drug and Alcohol Testing Statute, Title 7l, Chapter 3 & 7l-7-1 to 71-7-33. Miss. Code. Ann 71-3-7 Miss Code. Ann 71-3-201 to 71-3-225.**

It is also our policy to prevent the use and or presence of these substances in the workplace and to assist employees in overcoming any dependence on drugs and or alcohol in accordance with the following guidelines.

Scope

All employees are covered by this policy and as a condition of employment, are required to abide by the terms of this policy. Because of state or federal laws and regulations, certain employees may be subject to additional requirements.

Drug and Alcohol Use Prohibitions

1. The use, sale, purchase, possession, manufacture, distribution, or dispensation of illegal drugs or alcohol on this Employer's Property or premises is against Employer policy and is cause for immediate termination of employment.

2. It is also against Employer policy to report to work under the influence of illegal drugs or alcohol. This policy includes legal Prescription drugs, which create an unsafe mental or physical state. Employees who violate this policy are subject to immediate termination.

3. For the purpose of this policy, an employee is presumed to be under the influence of drugs or alcohol if a breath, Urine test, blood test, hair test, or other accepted testing procedure shows a forensically acceptable positive quantity of proof of drug or alcohol usage.

4. Prescription drugs may also affect the safety of the employee or fellow employees or members of the public. Therefore, any employee who is taking a prescription drug, which might impair safety, performance, or any motor functions must advise his supervisor before reporting to work under such medication. A failure to do so may result in disciplinary action. If this employer determines that such use does not pose a safety risk, the employee will be permitted to work.
   If it is determined that prescription drugs impairs the employee's ability to safely or effectively perform his or her job, this Employer may temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of "prescription drugs" is prohibited and may result in disciplinary action such as suspension, or termination. Prescription medication must be kept in its original container if such medication is taken during working hours or on Employer property.

5. Refusal to submit to or efforts to tamper with or adulterate a drug or alcohol test will result in termination of employment.

6. This Employer may suspend employees without pay under this policy pending the results of a drug test or investigation.

Legal Drug

Includes prescribed drugs and over-the-counter medications, which have been legally obtained and are being used solely for the purpose of which they were prescribed for that individual.

Illegal Drug

Any drug: (a), which is not legally obtainable; (b), which may be legally obtainable but has not been legally obtained; or (c), which is being used in a manner or for a purpose other than as prescribed.

A. TESTING

Post-Offer Job Applicant Screening
The Company will conduct post-offer drug tests designed to prevent the hiring of individuals who use illegal drugs or abuse prescription medications. If a job applicant refuses to submit to the required drug test, tampers with or adulterates a drug test specimen or has confirmed positive drug test results; he or she forfeits his or her eligibility for employment and may not reapply for employment for a minimum of 180 days.

B. Current Employee Screening

This company will conduct drug and or alcohol screens, as outlined in this policy, to identify employees who use illegal drugs or abuse alcohol, etc., either on or off the job. It shall be condition of continued employment that all employees submit to a drug and or alcohol screen in accordance with the provisions listed below.

1. Reasonable Suspicion Testing

"Reasonable suspicion testing" means drug and or alcohol testing based on an employer's belief that an employee is using or has used drugs in violation of the employer's policy, drawn from specific visual or verbal facts that would lead a reasonable person, without any medical training but normal life experiences, to conclude the possibility of drug and or alcohol use. Reasonable suspension must be reported to management and human resources to assist in the decision for testing.

Whenever possible, the supervisor who is suspicious of an employee's behavior should have the suspicious behavior confirmed by another supervisor or manager before requiring the employee to be tested. Employees who refuse to be tested will be terminated.

If there is reasonable suspicion that an employee is under the influence of drugs and or alcohol, the employee will be required to undergo drug and or alcohol testing at a laboratory chosen by the company.

Occurrences that may be indicators of substance abuse and are considered grounds for reasonable suspicion are:

a. Observable phenomena while at work, such as directed observation of drug use 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 in work performance.
c. Report of drug use, provided by a reliable and credible source for investigative purposes.
d. Evidence that an individual has tampered with a drug test during his employment with the current employer.
e. Information that an employee has caused, contributed to or been involved in an accident while at work.
f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

Employees of Allied Universal Corporation must use a state drug testing form AKA forensic drug testing form. Forms will be provided at the company location, lab or other testing facility.

If an employee is arrested for or convicted of a drug-related crime, this company will investigate all of the circumstances, and company officials may utilize the drug-testing procedure if cause is established by the investigation. An arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. As a condition of employment, an employee must notify the company's manager of Human Resources of any criminal drug statue arrest or conviction within five (5) days of such arrest or conviction.

2. Accident and Injury Procedures

Any employee involved in a work-related accident, which requires medical treatment, above and beyond first aid, must first receive treatment at a medical facility authorized by the employer unless an emergency. The employee must then submit to a post-accident drug screen. The employee must report for testing to the designated collection site within 24 hours of the accident. If the drug and or alcohol collection is not performed following treatment; the failure will be considered a refusal to test, resulting in immediate termination. The Manager or Human Resources is responsible to request the drug test, if the employee is incoherent.

Employees of Allied Universal Corporation use a state drug testing form AKA forensic drug testing form. Workers compensation accidents and incidents require the state drug testing form. Forms will be provided at the location, lab or other testing facility.

3. Routine Fitness-for-duty

The company will require an employee to submit to a drug test *IF* the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is

part of the company's established policy *OR* that is scheduled routinely for all members of an employment classification or group.

Employees of Allied Universal Corporation must use a state drug testing form AKA forensic drug testing form. Forms will be provided at the location, lab or other testing facility. (Do not use the federal DOT form)

4. Return to Work and Follow-up drug testing

Any employee who enters an employee assistance program for drug-related problems, or an alcohol/drug rehabilitation program, will be required to submit to a return to work drug and / or alcohol test as a follow up to such program. Follow-up testing will be conducted at least once a year for a two (2) year period following the employee's completion of the program. The Company shall not provide the employee with advance notice of the dates of the follow-up testing.

Employees of Allied Universal Corporation must be tested using the State Drug Custody Form or AKA forensic drug testing custody and control form

C. Random Testing

This company may conduct random drug testing, as permitted under State law. A third-party company designated by this company will generate a computerized random list of employees who can be required to submit to a random drug screen. When an employee is chosen for a random drug screen, their name automatically returns to the pool for future random tests. Any manager, who has been informed that an employee under his supervision must submit to a random drug test, must arrange for the employee to submit to such test within twenty-four (24) hours.

An employee, who is notified by his/her manager that he/she has been selected for a random drug test, must report for such test within one (l) hour of such notification. Absent extraordinary unforeseen circumstances, an employee who fails to report for his/her test within the one (l) hour period shall be deemed to have refused to submit to a required drug test.

Employees that are employed by Allied Universal Corporation must use the state custody testing form AKA forensic testing form. The location, laboratory, or other testing facility will provide forms.

D. Basis for Discipline or Termination

1. Illegal Drug Use and Alcohol Abuse

Any employee who has a confirmed positive drug and or alcohol test, as listed below, will be subject to immediate termination of employment.

Table of Positive Drug Levels
Drug to Be Tested For:

	Drug	Initial	Confirmation	Drug	Initial	Confirmation
Florida	Alcohol (blood)	.04 g/dl	.04g/dl	Barbiturates	300 ng/ml	150 ng/ml
Georgia	Alcohol	.08 g/dl	.08 g/dl	Benzodiazepines	300 ng/ml	150 ng/ml
	(blood and breath)	.04 g/Dl	.04g/dl	Methaqualone	300 ng/ml	150 ng/ml
Arkansas	Alcohol	.04 g/dl	.04 g/dl			
	(blood and breath)					
Miss.	Alcohol	.04 g/dl	.04 g/dl	Methadone	300mg/ml	150 ng/ml
	Amphetamines	1,000 ng/ml	500 ng/ml	Propoxyphene	300 ng/ml	150 ng/ml
	Cannabinoids	50 bg/ml	5 ng/ml	Phencyclidine	25 ng/ml	25 ng/ml
	Cocaine	300 ng/ml	150 bg/ml	Opiates	2000 ng/ml	2000 ng/ml

Under various circumstances a blood test could be performed; ex; serious accident or death involved.

Any employee who has a confirmed positive drug and or alcohol test may forfeit eligibility for medical and indemnity benefits under this State's Worker's Compensation State Law and may also forfeit unemployment benefits, under State law.

2. **Refusal to Test**

Any employee who refuses to submit to a required drug and or alcohol test will be subject to immediate termination of employment. A tampered with or an adulterated drug and or alcohol specimen, will be considered a refusal to test, resulting in termination of employment. Any employee who refuses to test, tampers with or adulterates a drug and or alcohol specimen, will automatically forfeit eligibility for medical and indemnity benefits, under this States Worker's Compensation Law and will also forfeit unemployment benefits under State Law.

E. Confidentiality

1. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the employer through a drug-testing program are confidential communications. Results may not be used or received in evidence, unless obtained in discovery or by subpoena, or disclosed in any public or private proceedings, except in accordance with this Rule. The information and results may be used in determining compensability under State law.

2. Employers, testing 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 information confidential. Release of such information under any other circumstances shall be solely pursuant to a written confidential. Release of such information under any other circumstances shall be solely pursuant to a written consent form signed voluntarily by the person tested, unless such release is compelled by a hearing officer or a court of competent jurisdiction, in pursuant to an appeal taken under this section, or unless deemed appropriate by a professional licensing board in related disciplinary proceedings.

3. Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant. Information released contrary to this section shall be inadmissible as evidence in any such criminal proceeding.

4. Nothing herein shall be construed to prohibit the employer, agent of the employer, or 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 the company or its agents defense in a civil or administrative matter.

F. Prescription and Non-Prescription Medications:

The company will provide a standard form for the employee to confidentially report the use of prescription or non-prescription medications to the Medical review Officer both prior to and after the drug or alcohol test.
No prescription drug shall be brought upon the premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner so prescribed. Employees must keep all such prescription medicines in the original container, which identifies the date of the prescription and the prescribing physician. Employees should report the use of any prescribed medication to the immediate manager or human resources, which may alter the employee's physical or mental ability, prior to commencing work. This company retains the right to change the employee's job assignment during the term of treatment.

G. Drugs To Be Tested For: Common and Chemical Name

Over-the- counter and prescription drugs, which could alter or affect the outcome of a drug test:

ALCOHOL: (booze, drink, beer, liquor, wine, moonshine) All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 10% (20 proof) thyl alcohol, Comtrex is 20% (40 proof) and Listerine is 26.9% (54 %) proof.
AMPHETAMINES: (bennies, black beauties, crystal, speed, uppers, crank) Obetrol, Biphetamine, Desoxyn, Dexedrine, Direx.

CANNABINOIDS: (marijuana, hashish, maryjane, grass, reefer, pot, dope, etc) Marinol (Dronabinol, TEC).
COCAINE: (Coke, crack, blow, nose candy, toot, snow) Cocaine HCI topical Solution (Roxanne)
PHENCYCLIDINE: (PCP, angel dust) Not legal by prescription.
METHAQUALONE: (ludes, qualude, optimil, parest) Not legal by prescription.
OPIATES: (heroin, horse, smack, powder) Paregoric, Prepectolin, Donnagel PG, Morphine, Tylenol with Codene, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guituss AC, Novahistine DM, Novahistine, Expectorant, Dilaudid (Hydromorphine), M-S Contin and Roxanol (morphine and sulfate), Percodan, Vicodin, etc.
BARBITUARATES: (barbs, rainbows, downers, golfballs, reds, blues) Penobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.
BENZODIAZEPHINES: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcoin, Paxipam, Restoril, and Centrax.
METHADONE: Dolphine, Methadose
PROPOXYPHENE: Darvocet, Darvon N, Dolene, etc.

This company must test for the minimum of drugs which is described as a five (5) panel test (amphetamines, opiates, cocaine, pcp, cannabinoids), but is allowed to test up to all 10 drugs and alcohol, as listed above.

H. Challenge to Test Results

1. A requirement of a drug-free workplace program is that within five [1]working days after receiving notice of positive, confirmed test result, the employee must be allowed to submit information to the Medical Review Officer explaining or contesting the test results.[2] If the employee's explanation or challenge of the positive test result is unsatisfactory to the employer, the employee must be notified within fifteen days [3] that the explanation is unsatisfactory and be given a copy of the positive test results. All documentation shall be kept confidential by the employer and shall be retained by the employer for at least one year.

2. An employee or job applicant may undertake an administrative challenge by filing a claim for benefits with a Judge or Compensation Claims pursuant to State law, or if no workplace injury has occurred, the person must challenge the test result in a court of competent jurisdiction.

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[1] In Mississippi - 10 days
[2] In Arkansas - 10 days
[3] In Mississippi – 10 days

I. Employee's Responsibility

When an employee undertakes a challenge, it shall be the employee's responsibility to notify the medical review Officer and the sample shall be retained by the laboratory until the case is settled.

J. Laboratory Assistance

The Medical Review Officer, designated by this company, shall provide clinical/technical assistance to the employee for the purpose of interpreting positive, confirmed test results, which could have been caused by prescription or non-prescription medication taken, by the employee. Additionally, employees and job applicants have the right to consult the laboratory for technical information regarding prescription or non-prescription medication. **Refer to K**

K. Employee Protection

Upon implementation of a drug-free workplace program, the employer shall detail in writing, within seven (7) days after testing an employee who had exhibited suspicious behavior, the circumstances leading to a determination of reasonable suspicion of drug and or alcohol abuse to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept and retained confidentially by the employer for at least one (l) year.

1. During the 180-day period [4] after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen re-tested at the employee's expense. Such re-testing shall be done at another SAMSHA licensed or NIDA approved laboratory chosen by the employee or job applicant. The second laboratory must test for equal or greater sensitivity for the drug in question. The first laboratory is responsible for the transfer of the portion of the sample to be re-tested, and for the integrity of the chain-of-custody during the transfer.

2. The testing laboratory may not disclose any information concerning the health or mental condition of the tested employee.

3. This company may not request or receive from any testing facility any information concerning the personal health, habits, or condition of the employee or job applicant, including the present or absence of HIV antibodies in that persons body fluids.

4. This company may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test. All

[4] In Mississippi – 90-day period

initial positive results are automatically subject to a GC/MS confirmation test before any results are reported to the Medical Review Officer.

5. If an employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program, this company will not discharge, discipline, or otherwise discriminate against the employee solely because the employee, while under the employ of the employer, has voluntarily sought treatment for a drug-related problem.

L. SAMSHA and /or NIDA Certified Testing Laboratories and MRO

This company uses only SAMSHA certified testing laboratories and AAMROC Certified Medical Review Officers. For information concerning laboratories and medical review officer services, please contact: Total Compliance Network/ South Atlantic Testing Services, 3300 University Drive Suite 903, Coral Springs, Florida 33065. (954) 341-2525.

M. Drug Referral Services and Support Groups

1. **Alcohol Hot line: 1-800-ALCOHOL, 24-hour referral line for information on programs designed for alcoholics.**
2. **Cocaine Hot line: 1-800-COCAINE, 24-hour referral line for information on programs designed for cocaine abuse.**
3. **National Drug & Alcohol Treatment and Referral Hot line: 1-800-662-4357, confidential information on treatment, self-help, and support programs for drug users.**

Florida:

Transitions Counseling	Tampa Metro Treatment Center	Columbia Lawnwood Pavilion	Operation Par
1928 N.E. 154th St.	5202 East Busch Blvd.	1870 North Lawnwood Circle	10901 -C Roosevelt Blvd Suite100
N. Miami Beach, Fl. 33162	Tampa, Fl. 33617	Fort Plierce, Fl. 34950	St. Petersburg, Fl. 33716
1-800-626-1980	813-980-3260	561-466-1500	813-577-5812

Arkansas:

Crittenden County Council	St. Frances Behavioral Outreach	Sober Living Incorporated	Al-Anon Family Groups
500 East Broadway Street	703 Calvin Avery Drive	145 West Broadway Street	1912 South Spring Street
West Memphis, AR	West Memphis, AR.	Forrest City, AR	Little Rock, AR.
870-732-4017	870-732-2300	870-630-2105	501-372-5234

Mississippi:

Alcohol & Chemical Dependency	Clearview Recovery Center	Memorial Behavioral Health	Pine Belt Mental Health Care
1220 Jefferson Street	3 Clearview Circle	100 South 20th Avenue	820 South 28th Avenue
Laurel, MS	Moselle, MS.	Hattiesburg, MS.	Hattiesburg, MS.
601-426-4337	601-544-1499	601-545-9300	601-264-2111

Georgia:

Coastal Addiction Counseling	Gateway Drug & Alcohol	Camp C. Annette Counseling Center	Counseling Associates of N. GA
3216 Shrine Road	1609 Newcastle Street	1 South Main Street	317 Grassdale Road
Brunswick, GA	Brunswick, GA.	Jasper, GA.	Cartersville, GA
912-262-1498	912-264-7340	706-692-1018	770-386-3777

N. Training and Educational Requirements

1. Florida-Educational material on substance Abuse will be provided to all employers. Supervisors of CDL licensed drivers must attend an annual training class on detecting, documenting and handling reasonable suspicion substance and alcohol abuse; 1 hour on substance abuse and 1 hour on alcohol abuse

2. Arkansas, Mississippi – A 1-hour annual educational class on alcohol and substance abuse will be provided to all employees.

3. Georgia – A 1-hour semi-annual educational class on alcohol and substance abuse will be provided to all employees.

4. All Supervisors, including Supervisors of CDL drivers in Arkansas, Georgia and Mississippi must attend an annual training class on detecting, documenting and handling reasonable suspicion substance and alcohol abuse; 1 hour on substance abuse, 1 hour on alcohol abuse.

EDUCATIONAL MATERIAL ON SUBSTANCE ABUSE

WHAT IS SUBSTANCE ABUSE?

Substance abuse is the harmful and dangerous use of alcohol and or other drugs. It affects all types of workers; male and female, young and old, production workers, executives, supervisors, clerical workers, and maintenance personnel. Anyone can have a substance abuse problem. It can be prevented or treated by Substance Abuse Personnel. Alcohol and drugs may give the illusion of freeing you from the fears, responsibilities, and petty hassles of everyday life. It can destroy you physically and mentally. Most people abuse drugs and alcohol as an escape from other problems such as family problems, low self-esteem, financial worries and or feelings of inadequency.

Many of us enjoy an occasional social drink or take legal drugs under a doctor's supervision. That is okay as long as we don't overdo it and misuse the substances. Various people handle alcohol in different ways. It isn't necessarily how much you drink, it's what happens when you drink; how it affects your life and those around you. Besides harming your body and mind, most abused drugs are illegal. Buying and using them could result in arrest, fines or even jail! The typical reasons given for taking the express train to Utopia with drugs are it helps me relax, it heightens the senses, it expands the mind and or it makes me feel confident. The truth is, you can achieve these same feelings naturally without destroying your body and life. A "natural high" is legal. Hiding behind drugs or alcohol could lead to the biggest mistake of your life. Everyone pays for substance abuse. Abusers often have legal or health problems, conflicts at home, accidents on and off the job. Substances abuse destroys work performance, resulting in reduced productivity, motivation, quality or work and increased employee theft.

It is never too late or too soon to change a substance abuse problem. If you suspect that you have a problem, don't think that will go away if you ignore it. *It will only get worse.* The first thing you must do is accept the fact that abusing drugs and alcohol is like
playing with fire – it can and will destroy the lives of people just like you everyday. Pushing yourself to the limit with drugs and alcohol will only destroy all that you hope to be. Talk to a close friend about your problem, if your friends keep telling you that you have a problem, listen to them and take a good look at yourself. Sometimes it's not easy to see ourselves clearly.

Many companies have employee assistance programs (EAP'S) that refer you to professionals and groups to help you with your problem. They also provided information about insurance coverage for treatment. These programs are **voluntary** and **confidential!** No one can make you go or hold it against you if you do go. Your company realizes that anyone who is willing to seek help deserves the company's support. Another sources for help is your pone book. Look in the yellow pages for Health Organizations, Social Services and Mental Health Organizations. Since substance abuse harms everyone, join with others to oppose it. Encourage those who need help to get it, at work or in the community. One of the most

effective ways to fight substance abuse at work is for employees to unite against it. Make it clear that alcohol or drug use on the job is absolutely unacceptable.

THE MOST ABUSED SUBSTANCES AND THEIR EFFECTS ARE:

ALCOHOL – Alcohol is legal, socially acceptable and inexpensive substance to use. Because it is accepted part of many occasions, it's hard to recognize when you cross the invisible line from social drinking and abusive drinking.

The following check list may help you determine if you have a drinking problem. **DO YOU:**

- **Lose time from work due to drinking?**
- **Have trouble sleeping?**
- **Feel easily frustrated?**
- **Blame others for your problems?**
- **Let family or job responsibilities slide?**
- **Find you have lost weight?**
- **Have violent mood swings.**
- **Want to drink in the morning?**
- **Drink to feel more confident or outgoing?**
- **Find you are overanxious or oversensitive?**
- **Drink alone?**
- **Forget what happened when you're drinking?**
- **Find your mind is not working quickly**.

If you drink regularly, answering "yes" to any of these questions could indicate that you have a drinking problem. *Admitting* that you have a problem is the first step. The best place to start solving it is by contacting Alcoholics Anonymous. An AA Group is as close as your phone book. **Alcohol** is a central nervous system depressant and is the most widely abused drug. About half of all auto accidents fatalities in this country are related to alcohol abuse.

Fact: A 12-ounce can of beer, a 5-ounce glass of wine and a 1 ½ ounce shot of hard liquor all contain about the same amount of alcohol. Coffee, cold showers and exercise do not quicken sobriety. Each one-half ounce of alcohol takes the average body about one hour to process. Alcohol first acts on those parts of the brain that affect self-control and other learned behaviors. Lowe self-control often leads to the aggressive behavior associated with some people who drink. In large doses, alcohol can dull sensation and impair muscular coordination, memory and judgment. Taken in larger quantities over a long period of time alcohol damages the liver and heart and can cause permanent brain damage. On the average heavy drinkers shorten their life span by about ten years. **Other Effects:**

- **Greatly impaired driving ability**
- **Impaired vision and judgment**
- **Lowering inhibitions**
- **Reduced coordination and reflex action**

- **Inability to divide attention**
- **Overindulgence (hangover) can cause** headaches, nausea, dehydration, unclear thinking, unsettled digestion and or aching muscles.

MARIJUANA - Marijuana is also known as "grass", "pot", "weed," "Mary Jane", "herb", "a joint" and " a roach", among the other street names.

FACT: While alcohol dissipates in a matter of hours, marijuana stays in the body for 28 days. Marijuana alters sense of time and reduces the ability to perform tasks requiring concentration, swift reactions and coordination. The drug has a significant effect on judgment, caution and sensory/motor abilities. **Other Effects:**

- **Increased pulse rate and blood pressure**
- **Altered sense of identity**
- **Dulling of attention**
- **Reduction or temporary loss of fertility**
- **Rapidly changing emotions and erratic behavior**
- **Impaired memory**
- **Hallucinations, fantasies and paranoia**

COCAINE - is a stimulant drug, which increases heart rate and blood pressure. As a powder, Cocaine is inhaled (snorted), ingested, or injected. It is known as "coke", "snow", "nose candy" and "lady". Cocaine is also used in a free – base form known as "crack" or "the rock" which is smoked. It acquired its name from the popping sound heard when it is heated.
Fact: Many people think that because crack is smoked, it is "safer" than other forms of cocaine use. **IT IS NOT.** Crack cocaine is one of the most addictive substances known today. The crack "high" is reached in 4-6 seconds and lasts about 15 minutes. The most dangerous effects of crack are that it can cause vomiting, rapid heartbeat, tremors and convulsive movements. All of this muscle activity increases the demand for oxygen, which can result in a cocaine-induced heart attack. Since the heart-regulating center in the brain is also disrupted, dangerously high body temperature can occur. With high doses, brain functioning, breathing and heartbeat are depressed-leading to death.

Other Effects:

- **Impaired driving ability**
- **Reduced sense of humor**
- **Mood swings**
- **Heightened, but momentary, feeling of confidence, strength and endurance**
- **Paranoia, which can trigger mental disorders in users prone to mental instability**
- **Repeated sniffing/snorting results in irritation of the nostrils and nasal membrane.**

- **Compulsive behavior such as teeth grinding or repeated hand washing.**

AMPHETAMINES - are drugs that stimulate the central nervous system and promote a feeling of alertness and an increase in speech and general activity. Some common street names for amphetamines are "speed","uppers", "black beauties","bennies", "wake ups", "football" and "dexies".

Fact: People with a history of sustained low-dose use; quite often become dependent and believe they need the drug to get by. These users frequently keep taking amphetamines to avoid the down mood they experience when the high wears off. Even small, infrequent doses can produce toxic effects in some people. Restlessness, anxiety, mood swings, panic, heartbeat disturbances, paranoid thoughts, hallucinations, convulsions and coma have been reported.

Other Effects.

- **Loss of appetite**
- **Increased heart rate and blood pressure**
- **Exaggerated reflexes**
- **Perspiration, headaches and dizziness**
- **Irritability, anxiety, apprehension**
- **Difficulty in focusing eyes**
- **Distorted thinking**
- **Short term insomnia**

OPIATES - Opiates, including heroin, morphine, and codeine, are narcotics used to relieve pain and induce sleep. Common street names are "horse", "hard stuff", "M", "brown sugar", "Harry" and "Mr. H".

Fact: Heroin, also called "junk" or "smack", accounts for 90% of the narcotic abuse in this country. Sometimes narcotics found in medicines are abused. This includes pain relievers containing opium and cough syrups containing codeine. Heroin is illegal, and cannot even be obtained with a physician's prescription. Most medical problems are caused by the uncertain dosage level, use of unsterile needles, contamination of the drug, or combination of a narcotic with other drugs. These dangers depend on the specific drug, its source and the way it is used.
Other Effects:

- **Reduced vision, impaired driving ability**
- **Constipation, decreased physical ability**
- **Change in sleeping habits, drowsiness followed by sleep**
- **Short-lived state of euphoria, possible death**

PHENCYCLIDINE (PCP) - also called "angel dust", 'rocket fuel", "super kools" and "killer weed" was developed as a surgical anesthetic in the late 1950's. Later due to its unusual side effects in humans, it was restricted to use as a veterinary anesthetic and tranquilizer.

FACT: ***PCP*** is very dangerous drug. It can produce violent and bizarre behavior even in people not otherwise prone to such behavior. More people die from accidents caused by erratic and unpredictable behavior produced by the drug than from the drug's direct effect on the body. **PCP** scrambles the brain's internal stimuli and alters how users see and deal with their environment. Routine activities like driving and walking become very difficult. Low doses of PCP produces a rush sometimes associated with a feeling of numbness. Increased doses produce an excited, confused state including any of the following: muscle rigidity, loss of concentration and memory, visual disturbances, delirium, feelings of isolation and convulsions. **Other Effects:**

- **Impaired driving ability**
- **Involuntary eye movement**
- **Drowsiness**
- **Perspiration**
- **Thick, slurred speech**
- **Repetitive speech patterns**
- **Blank stare**
- **Incomplete verbal responses**

COMBINATIONS OF DRUGS – The number of drug variations that can be made, mixed and distributed is almost unlimited. Combining drugs makes physical and mental effects unpredictable and often much more severe than if the same drugs were taken separately. Combining alcohol with depressants, cocaine, marijuana, etc. can be especially dangerous.

As long as there is a demand for drugs and alcohol there will be a supply, in ever-changing variations. The solution is preventing the demand for drugs and alcohol.

DISCLAIMER:
The information provided is for educational purposes only. The employee or applicant has the responsibility to consult with a physician or a trained professional regarding the use of drugs and programs for assistance.

Revised
February l, 2002

Company ID Number: 122833

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Allied Universal Corporation** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

   B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $500 and $1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 122833

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Allied Universal Corporation

Andrea L Smith	
Name (Please type or print)	Title
Electronically Signed	**05/28/2008**
Signature	Date

Department of Homeland Security – Verification Division

Company ID Number: 122833

USCIS Verification Division	
Name (Please type or print)	Title
Electronically Signed	**05/28/2008**
Signature	Date

Company ID Number: 122833

INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name:	**Allied Universal Corporation**
Company Facility Address:	**3901 NW 115 Avenue** **Miami, FL 33178**
Company Alternate Address:	**3901 NW 115 Avenue** **Miami, FL 33178**
County or Parish:	**MIAMI-DADE**
Employer Identification Number:	**590776285**
North American Industry Classification Systems Code:	**325**
Parent Company:	
Number of Employees:	**100 to 499**
Number of Sites Verified for:	**8**

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- MISSISSIPPI 1 site(s)
- FLORIDA 4 site(s)
- ARKANSAS 1 site(s)
- GEORGIA 2 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Tawana Houston**		
Telephone Number:	**(305) 888 - 2623 ext. 131**	Fax Number:	**(305) 392 - 5732**
E-mail Address:	**TawanaH@allieduniversal.com**		
Name:	**Irene Ham**		
Telephone Number:	**(305) 888 - 2623 ext. 148**	Fax Number:	**(305) 392 - 5732**
E-mail Address:	**IrencH@allieduniversal.com**		
Name:	**Andrea L Smith**		

Company ID Number: 122833

Telephone Number:	**(305) 888 - 2623 ext. 124**	Fax Number:	**(305) 392 - 5732**
E-mail Address:	**AndreaS@allieduniversal.com**		

ALLIUNI-01 TGARRIDO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Teresa Garrido	
Collinsworth, Alter, Fowler & French, LLC 15050 NW 79th Court Suite 200 Miami Lakes, FL 33016	PHONE (A/C, No, Ext): (305) 822-7800	FAX (A/C, No): (305) 362-2443
	E-MAIL ADDRESS: tgarrido@caffllc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nautilus Ins Company	17370
INSURED	INSURER B : Great Divide Insurance Co	25224
Allied Universal Corp. 3901 NW 115 Avenue Miami, FL 33178	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[X] CLAIMS-MADE [ ] OCCUR	X		GLP202370314	8/31/2021	8/31/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[X] Retro Date 1/12/1988						MED EXP (Any one person)	$ 25,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO			BAP202370414	8/31/2021	8/31/2022	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR			FFX202370614	8/31/2021	8/31/2022	EACH OCCURRENCE	$ 4,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 4,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Pollution Liability			SSP202370514	8/31/2021	8/31/2022	Ech Poll Condition**	1,000,000
A	Poll Retro 8/21/95			SSP202370514	8/31/2021	8/31/2022	Total Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Cocoa is included as additional insured with respect to general liability when required by written contract, in accordance with the policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

City of Cocoa
375 N. Cocoa Blvd.
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 9155 S. Dadeland Blvd. MIAMI FL 33156	**CONTACT NAME:** Lillie Alvarez **PHONE (A/C, No, Ext):** 561-998-6782 **FAX (A/C, No):** 305-592-4049 **E-MAIL ADDRESS:** Lillie_Alvarez@ajg.com
INSURED ALLIUNI-03 Allied Universal Corporation 3901 NW 115th Ave Miami, FL 33178	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Granite State Insurance Company / 23809 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 742182117 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			039326857	6/30/2022	6/30/2023	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**		N / A				E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Cocoa
65 Stone St
Cocoa FL 32922
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "P"

E-Verify Contractor Affidavit

I hereby certify that Allied Universal Corporation [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Allied Universal Corporation [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Crishtianne Munguia
Date: July 12, 2022

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12th (date) by July, 2022 (name of officer or agent, title of officer or agent) of Allied Universal Corporation (name of corporation acknowledging) , a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal] Notary Public
Atabeira Piedra
Name typed, printed, or stamped
My Commission Expires: 9/21/2024

ATABEIRA PIEDRA
Notary Public - State of Florida
Commission # HH 045013
My Comm. Expires Sep 21, 2024
Bonded through National Notary Assn.

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Legislation Details (With Text)

File #:	24-559	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Agenda Ready	
File created:	9/16/2024		**In control:**	City Council	
On agenda:	9/24/2024		**Final action:**		
Title:	Approve Resolution 2024-092 Amending Fiscal Year 2024 Budget, BAF #24-133-A; Requesting settlement authority for the tentative settlement agreement between City of Cocoa Police Officer Benjamin Landis and the City of Cocoa authorizing the payment of the Workers' Compensation settlement. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2024-092 ADA Compliant.pdf BAF 24-133-A-AS-Workers Comp Settlement (9-24-24) Agenda 24-559.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 16, 2024
Agenda Date: September 24, 2024
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve Resolution 2024-092 Amending Fiscal Year 2024 Budget, BAF #24-133-A; Requesting settlement authority for the tentative settlement agreement between City of Cocoa Police Officer Benjamin Landis and the City of Cocoa authorizing the payment of the Workers' Compensation settlement.

BACKGROUND:

The City of Cocoa has a self-insured Workers' Compensation Program which means the cost of the claims are paid by a third-party administrator, currently USIS, Inc., to administer the claims in accordance with the laws of Florida.

Police Officer Benjamin Landis has reached a settlement agreement in the amount of $100,000 through his attorney and the City's Workers' Compensation attorney. This will settle any and all claims, whether open or closed and whether reported or not.

The City budgets annually for Workers' Compensation claim settlements in the Workers' Comp Fund/Workers' Compensation account #520-1801-513.24-00. Due to prior settlements this Fiscal Year, staff is requesting approval to amend the Budget and move the additional budget needed from the Workers' Compensation Settlements account. As a condition of this settlement, Mr. Landis will

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immediately resign from City of Cocoa employment. City Staff recommends this settlement amount based on our Workers' Compensation attorney's evaluation of the claim. However, the settlement agreement is contingent based on City Council's final approval due to it exceeding the City Manager's authority.

STRATEGIC PLAN CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

BAF#24-133A

Amount Requested	$100,000
Account Number	520-0000-369.90.06
Account Name	Workers' Compensation Settlements

Amount Requested	$100,000
Account Number	520-1801-513.24-00
Account Name	Workers' Compensation

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve Resolution 2024-092 Amending Fiscal Year 2024 Budget, BAF #24-133-A; Requesting settlement authority for the tentative settlement agreement between City of Cocoa Police Officer Benjamin Landis and the City of Cocoa authorizing the payment of the Workers' Compensation settlement.

RESOLUTION NO. 2024-092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2023-2024 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 24th day of September, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-133-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1801 | DATE PREPARED: 09/17/24

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 100,000	520-0000-369.90-06		OTHER MISC REV/SETTLEMENTS	$ 0	$ 0	$ 100,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 100,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 100,000	520-1801-513.24-00		FINANCE/ADMIN/WORKERS' COMP	$ 0	$ 0	$ 100,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 100,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Moving budget to use reserves to cover Worker's Compensation settlement for $100,000 for Benjamin Landis in agenda item 24-559.

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: RESOLUTION #: 2024-092

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

9/17/24	Tammy Gemmati Digitally signed by Tammy Gemmati Date: 2024.09.17 11:58:10 -04'00'		Zoie Badalov Digitally signed by Zoie Badalov Date: 2024.09.17 12:31:55 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
9/17/24	Tammy Gemmati Digitally signed by Tammy Gemmati Date: 2024.09.17 11:58:38 -04'00'		Lora Howell Digitally signed by Lora Howell Date: 2024.09.17 13:13:39 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 8/3/23 - IT

Legislation Details (With Text)

File #:	24-563	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	Agenda Ready	
File created:	9/18/2024		**In control:**	City Council	
On agenda:	9/24/2024		**Final action:**		
Title:	Resolution to approve official street names for private roads serving Allegra at Cocoa Apartments. (City Planner)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2024-094 Approving Street Names for Allegra.pdf Exhibit A.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 18, 2024
Agenda Date: September 24, 2024
Prepared By: Lucilene Ribeiro, City Planner
Through: Stockton Whitten, City Manager
Requested Action:
Resolution to approve official street names for private roads serving Allegra at Cocoa Apartments.

BACKGROUND:

Allegra at Cocoa Apartments is a 13-building, 312-unit multi-family residential development situated on approximately 53.18 acres at the northwest corner of Cox Road and US Highway 524. The project includes a mix of one- and two-bedroom units, along with a clubhouse and various related amenities. The property is identified by Brevard County Parcel ID: 24-35-23-00-11.

The overall site plan (Exhibit A) shows internal private roads to provide access to its residential buildings. Per Chapter 2, Article 1, Section 2-9 of the City of Cocoa Code of Ordinances, City Council is the sole authority to name streets within the city.

Furthermore, Brevard County 9-1-1 Administration has requested the City to adopt and record official names for these private roads to ensure proper emergency response and facilitate accurate mapping and navigation. The proposed names, in coordination with the developer and Brevard County 9-1-1, have been deemed appropriate and are ready for formal adoption by City Council.

Staff recommends that City Council approve the resolution to adopt the street names "Seacove Drive", "Ocean Mist Place", "Golden Hour Lane", "Lighthouse Lane", and "Sandy Shores Lane" for the private roads within the Allegra at Cocoa apartment complex.

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STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council approved Resolution NOo.2023-008 on January 10, 2023 allowing an affordable housing.

City Council approved a Pre-Development Agreement and Restrictive Covenant on July 25, 2023.

Planning and Zoning approved a Large-Scale Site Plan on November 1, 2023

.

RECOMMENDED MOTION:

Resolution to approve naming the private roads serving the Allegra at Cocoa apartment complex..

RESOLUTION NO. 2024-094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, APPROVING THE NAMES OF SEACOVE DRIVE, OCEAN MIST PLACE, GOLDEN HOUR LANE, LIGHTHOUSE LANE, AND SANDY SHORES LANE FOR THE PRIVATE ROADS INTENDED TO SERVE THE ALLEGRA AT COCOA APARTMENTS, LOCATED WEST OF THE INTERSECTION OF COX ROAD AND STATE ROAD 524 ON PROPERTY WITH A TAX PARCEL ID OF 24-35-23-00-11; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-9 of the City Code provides that the Cocoa City Council has the sole authority to name city buildings, parks, and streets; and

WHEREAS, a private road intersecting at its South terminus with State Road 524 provides access to apartment buildings located in the Allegra at Cocoa apartment complex and further private roads have been constructed internal to the apartment site; and

WHEREAS, the Brevard County 9-1-1 Administration has requested that the City adopt and record in the Brevard County Official Records a resolution approving of an official street name for the roads serving the Allegra at Cocoa apartment complex.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

Section 2. **Approval of Street Name.** The City of Cocoa City Council hereby approves the street names of "Seacove Drive", "Ocean Mist Place", "Golden Hour Lane", "Lighthouse Lane", and "Sandy Shores Lane" for the private roads intended to serve the Allegra at Cocoa apartment complex, located west of the intersection of Cox Road and SR 524 on property with a Tax Parcel ID of 24-35-23-00-11. Each private street shall be named as shown in accordance with the Overall Site Plan attached to this Resolution and incorporated herein by this reference as **Exhibit "A."**

Section 3. **Recordation.** The City Council hereby directs the City Clerk to record a copy of this Resolution in the Official Records of Brevard County, Florida

Section 4. **Repeal of Prior Inconsistent Resolution.** All prior resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

Section 5. **Conflicts and Severability.** Should any section or provision of this resolution, or any portion thereof, any paragraph, sentence or word be declared by a Court of competent

jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 6. **Effective date.** This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24th day of September, 2024.

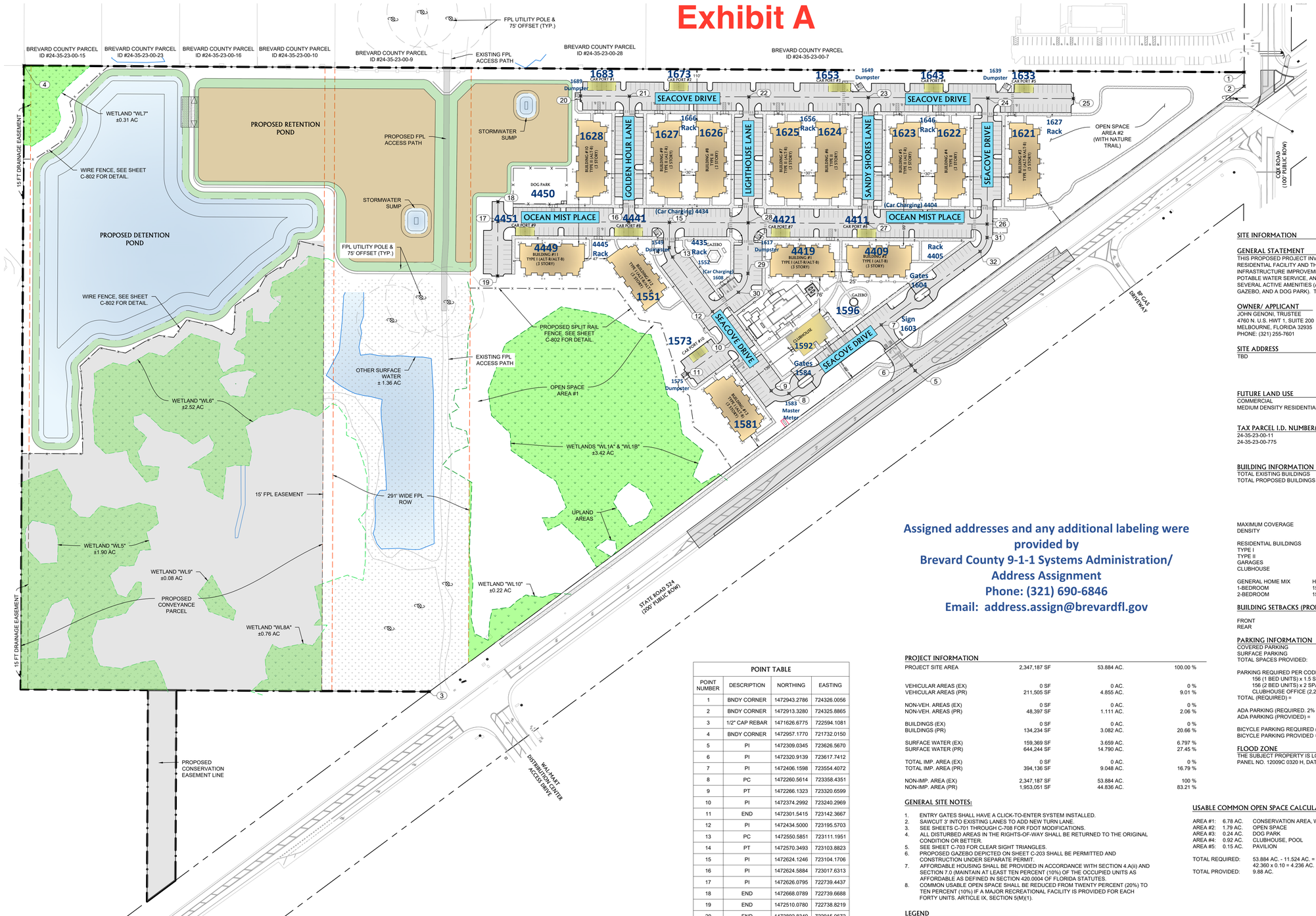
_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

EXHIBIT A
OVERALL SITE PLAN WITH STREET NAMES

Exhibit A



Assigned addresses and any additional labeling were provided by Brevard County 9-1-1 Systems Administration/ Address Assignment Phone: (321) 690-6846 Email: address.assign@brevardfl.gov

POINT TABLE

POINT NUMBER	DESCRIPTION	NORTHING	EASTING
1	BNDY CORNER	1472943.2786	724326.0056
2	BNDY CORNER	1472913.3280	724325.8865
3	1/2" CAP REBAR	1471626.6775	722594.1081
4	BNDY CORNER	1472957.1770	721732.0150
5	PI	1472309.0345	723626.5670
6	PI	1472320.9139	723617.7412
7	PI	1472406.1598	723554.4072
8	PC	1472260.5614	723358.4351
9	PT	1472266.1323	723320.6599
10	PI	1472374.2992	723240.2969
11	END	1472301.5415	723142.3667
12	PI	1472434.5000	723195.5703
13	PC	1472550.5851	723111.1951
14	PT	1472570.3493	723103.8823
15	PI	1472624.1246	723104.1706
16	PI	1472624.5884	723017.6313
17	PI	1472626.0795	722739.4437
18	END	1472668.0789	722739.6688
19	END	1472510.0780	722738.8219
20	END	1472892.8349	722915.0672
21	PI	1472892.2775	723019.0661
22	PI	1472890.9160	723273.0625
23	PI	1472889.5550	723526.9756
24	PI	1472888.1931	723781.0552
25	END	1472887.2176	723963.0537
26	PI	1472620.5041	723779.6203
27	PI	1472621.8655	723525.6240
28	PI	1472623.2270	723271.6276
29	PC	1472515.4520	723271.0499
30	PT	1472475.5847	723250.8694
31	PC	1472591.7755	723779.4663
32	PT	1472562.2736	723764.5327

PROJECT INFORMATION

PROJECT SITE AREA	2,347,187 SF	53.884 AC.	100.00 %
VEHICULAR AREAS (EX)	0 SF	0 AC.	0 %
VEHICULAR AREAS (PR)	211,505 SF	4.855 AC.	9.01 %
NON-VEH. AREAS (EX)	0 SF	0 AC.	0 %
NON-VEH. AREAS (PR)	48,397 SF	1.111 AC.	2.06 %
BUILDINGS (EX)	0 SF	0 AC.	0 %
BUILDINGS (PR)	134,234 SF	3.082 AC.	20.66 %
SURFACE WATER (EX)	159,369 SF	3.659 AC.	6.797 %
SURFACE WATER (PR)	644,244 SF	14.790 AC.	27.45 %
TOTAL IMP. AREA (EX)	0 SF	0 AC.	0 %
TOTAL IMP. AREA (PR)	394,136 SF	9.048 AC.	16.79 %
NON-IMP. AREA (EX)	2,347,187 SF	53.884 AC.	100 %
NON-IMP. AREA (PR)	1,953,051 SF	44.836 AC.	83.21 %

GENERAL SITE NOTES:

1. ENTRY GATES SHALL HAVE A CLICK-TO-ENTER SYSTEM INSTALLED.
2. SAWCUT 3' INTO EXISTING LANES TO ADD NEW TURN LANE.
3. SEE SHEETS C-701 THROUGH C-708 FOR FDOT MODIFICATIONS.
4. ALL DISTURBED AREAS IN THE RIGHTS-OF-WAY SHALL BE RETURNED TO THE ORIGINAL CONDITION OR BETTER.
5. SEE SHEET C-703 FOR CLEAR SIGHT TRIANGLES.
6. PROPOSED GAZEBO DEPICTED ON SHEET C-203 SHALL BE PERMITTED AND CONSTRUCTION UNDER SEPARATE PERMIT.
7. AFFORDABLE HOUSING SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 4.A(ii) AND SECTION 7.0 (MAINTAIN AT LEAST TEN PERCENT (10%) OF THE OCCUPIED UNITS AS AFFORDABLE AS DEFINED IN SECTION 420.0004 OF FLORIDA STATUTES.
8. COMMON USABLE OPEN SPACE SHALL BE REDUCED FROM TWENTY PERCENT (20%) TO TEN PERCENT (10%) IF A MAJOR RECREATIONAL FACILITY IS PROVIDED FOR EACH FORTY UNITS. ARTICLE IX, SECTION 5(M)(1).

LEGEND

- EXISTING WETLANDS
- EXISTING EASEMENTS
- EXISTING SURFACE WATER

SITE INFORMATION

GENERAL STATEMENT

THIS PROPOSED PROJECT INVOLVES CONSTRUCTION AND DEVELOPMENT OF A MULTI-FAMILY RESIDENTIAL FACILITY AND THE ASSOCIATED INFRASTRUCTURE IMPROVEMENTS. INFRASTRUCTURE IMPROVEMENTS CONSIST OF DRAINAGE PIPES AND STRUCTURES, ROADS, POTABLE WATER SERVICE, AND SANITARY SEWER SERVICE. THE PROJECT SITE WILL ENJOY SEVERAL ACTIVE AMENITIES (A COMMUNITY CLUBHOUSE, COMMUNITY POOL, A COMMUNITY GAZEBO, AND A DOG PARK). THE PROJECT IS PROPOSED AS A SINGLE PHASE.

OWNER/ APPLICANT

JOHN GENONI, TRUSTEE
4760 N. U.S. HWY 1, SUITE 200
MELBOURNE, FLORIDA 32935
PHONE: (321) 255-7601

ENGINEER

MBV ENGINEERING, INC.
1250 W. EAU GALLIE BLVD, UNIT L
MELBOURNE, FL 32935
PHONE:(321) 253-1510

SITE ADDRESS

TBD

SURVEYOR

ALLEN AND COMPANY
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
PHONE: (407) 654-5355

FUTURE LAND USE

COMMERCIAL
MEDIUM DENSITY RESIDENTIAL

ZONING

C-G
RU-1-7

TAX PARCEL I.D. NUMBER(S)

24-35-23-00-11
24-35-23-00-775

TAX ACCOUNT NO.

2407074
2407170

BUILDING INFORMATION

TOTAL EXISTING BUILDINGS	NONE
TOTAL PROPOSED BUILDINGS	FOURTEEN (14) 13 APARTMENTS 1 CLUBHOUSE 1 MAINTENANCE BUILDING 6 GARAGES

	CODE / MAX	PROVIDED
MAXIMUM COVERAGE	40%	20.66%
DENSITY	15 UPA (MAX)	6 (5.79) UPA

	QUANTITY	HEIGHT
RESIDENTIAL BUILDINGS		
TYPE I	8	3 STORY/ 30'-3-1/2"
TYPE II	5	3 STORY/ 30'-3-1/2"
GARAGES	8	1 STORY/ 14'-0"
CLUBHOUSE	1	1 STORY/ 17'-0"

GENERAL HOME MIX	HOMES	PERCENTAGE	MIN. AREA RQ.	MIN. AREA PROV.
1-BEDROOM	156	50%	625 SF	698 SF
2-BEDROOM	156	50%	967 SF	1,078 SF

BUILDING SETBACKS (PROPOSED BUILDINGS)

	REQ'D	PROVIDED
FRONT	25'	30'
REAR	20'	20'

PARKING INFORMATION & NOTES

COVERED PARKING	45 SPACES (1 H/C)
SURFACE PARKING	497 SPACES
TOTAL SPACES PROVIDED:	566 SPACES
PARKING REQUIRED PER CODE	
156 (1 BED UNITS) x 1.5 SPACES/UNIT =	234 SPACES
156 (2 BED UNITS) x 2 SPACES/UNIT =	312 SPACES
CLUBHOUSE OFFICE (2,230 SF) / 300 SF =	8 SPACES
TOTAL (REQUIRED) =	554 SPACES
ADA PARKING (REQUIRED, 2% OF TOTAL) =	11 SPACES
ADA PARKING (PROVIDED) =	25 SPACES
BICYCLE PARKING REQUIRED (10% PARKING) =	56 SPACES
BICYCLE PARKING PROVIDED =	56 SPACES (8 SPACES PER RACK)

FLOOD ZONE

THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE 'A' (ELEV: 24.70 NAVD) AND 'X' PER F.I.R.M. PANEL NO. 12009C 0320 H, DATED JANUARY 29, 2021.

USABLE COMMON OPEN SPACE CALCULATIONS:

AREA #1:	6.78 AC.	CONSERVATION AREA, WALKING PATH
AREA #2:	1.79 AC.	OPEN SPACE
AREA #3:	0.24 AC.	DOG PARK
AREA #4:	0.92 AC.	CLUBHOUSE, POOL
AREA #5:	0.15 AC.	PAVILION
TOTAL REQUIRED:	53.884 AC. - 11.524 AC. = 42.360 AC. 42.360 x 0.10 = 4.236 AC.	
TOTAL PROVIDED:	9.88 AC.	

GRAPHIC SCALE
100 0 50 100
(IN FEET)
1 inch = 100 ft.

72 HOURS BEFORE DIGGING CALL TOLL FREE 811
Know what's below. Call before you dig.

MUNICIPAL APPROVAL STAMP

	DATE
17	SJRWMD COMMENTS	07/29/2024
16	SJRWMD COMMENTS	03/14/2024
15	SJRWMD COMMENTS	01/15/2024
14	CITY OF COCOA (GEOSYNTEC)	10/17/2023
13	CITY OF COCOA COMMENTS	10/09/2023
12	FDOT DRIVEWAY COMMENTS	09/11/2023
11	CITY OF COCOA COMMENTS	07/21/2023
10	FP&L COMMENTS	07/18/2023
	COMMENTS	DATE
	REVISIONS	

JOB NO.	20-1087
DESIGNED	DCM / DWB
DRAWN	AFR
DATE	07-25-2022
CHECKED	DWB
DATE ISSUED	9/3/2024

MBV ENGINEERING, INC.
MOJA BOWLES VILLAMIZAR & ASSOCIATES
CIVIL • STRUCTURAL • SURVEYING • ENVIRONMENTAL
CA#7728
1250 W. EAU GALLIE BLVD, SUITE L
MELBOURNE, FLORIDA 32935
P: 321-253-1510 F: 321-253-0911
WWW.MBVENGINEERING.COM
VERO: 772-569-0036 FT PIERCE: 772-468-9055 PALM CITY: 772-436-9959

OVERALL SITE PLAN

ALLEGRA COCOA

CITY OF COCOA FLORIDA

DAVID W. BASSFORD LICENSE No. 83267 STATE OF FLORIDA PROFESSIONAL ENGINEER

DAVID W. BASSFORD
FL. P.E. #83267 DATE: 9/3/2024

C-201

SHEET

20-1087

PERMITTING SET

W:\2020\-1087 BROWNSTONE SR524\COCO RD APARTMENTS\CAD\Civil\C-1087.RTE.dwg 9/3/2024 5:52 AM DAVID

Legislation Details (With Text)

File #:	24-518	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Agenda Ready	
File created:	9/5/2024		**In control:**	City Council	
On agenda:	9/24/2024		**Final action:**		
Title:	Approve a multi-year renewal of United Healthcare Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2025 to December 31, 2025 and payments to eligible retirees for Medicare Part B reimbursement. FY2025 Expenditures are Pending the Adoption of the FY2025 Budget. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2009-150(Amending resolution 2008-133 to include a 100_ health ins. premium (3).pdf 091324 - Cocoa - Medicare Advantage Atls Evaluation 2025.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 16, 2024
Agenda Date: September 24, 2024
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a multi-year renewal of United Healthcare Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2025 to December 31, 2025 and payments to eligible retirees for Medicare Part B reimbursement. FY2025 Expenditures are Pending the Adoption of the FY2025 Budget.

BACKGROUND:

On November 24, 2009, the Cocoa City Council created Resolution 2009-150, amending Resolution 2008-133 which requires Medicare eligible retirees to elect the City's selected Medicare Insurance Plan for health insurance coverage. The resolution also requires Medicare eligible retirees to elect both Medicare Parts A & B. Although, Medicare Part A is at no cost to the retiree, the City reimburses eligible retirees on a quarterly basis for the cost of Medicare Part B. The City also pays the Medicare Advantage United Healthcare (UHC) premium for eligible retirees.

Due to hospital limitations in the local area, on June 23, 2015 Council approved a multi-year contract from September 1, 2015 to December 31, 2015, to replace the previous provider of Aetna for Medicare Advantage Plans with United Healthcare (UHC). Since that time the City has had renewed annually with UHC covering the 2016 - 2024 plan years. Medicare plans are regulated by the Centers for Medicare and Medicaid Services (CMS).

The Medicare Advantage Plan with UHC for the 2024 calendar plan year is currently $386.12 per covered member. The City's initial renewal had a 30% increase, which would have increased the monthly rate to $501.90. Due to CMS initiative and the Inflation Reduction Act, there are several significant changes being implemented for plan year 2025, specifically around Part D benefits. The following are key changes that will be impacting all Medicare Prescription Drug Plans:

- CMS is implementing a $2,000 Out-of-Pocket Maximum
- The coverage gap phase, also known as the "donut hole", is eliminated.
- CMS is implementing a payment plan option for individuals with high-cost medications
- Reduction in insulin prescription costs
- The low-income subsidy program (LIS or "Extra Help") is expanded to 150% of the federal poverty level.

Gehring Group assisted in negotiating plan changes with the renewal, which resulted in a 19.2% increase to the premium, bringing it to $460.40. Medicare Carrier alternatives were evaluated by Gehring as well. Humana provided a quote which was slightly lower in premium but that carrier has very limited hospital coverage in Brevard County. Therefore, it would not be in the City's best interest of changing carriers for the little savings. Other Medicare Carriers declined to quote based on the CMS changes being made in the market. It is recommended to accept the UHC plan renewal with the plan changes. Upon Council approval, retirees will have an Open Enrollment period and be notified of the plan changes and the rate increase from $386.12 to $460.40.

This equates to a total annual premium of $558,005 based on the current enrollment of 101 retirees and/or spouses. A portion of the Plan premiums are paid by retirees and/or retiree survivor spouses to cover any non-City paid premiums, which currently accounts for 22 of the enrollees. The City's budgetary portion of the premiums are also split by General Fund and Water/Sewer Fund based on the retiree. The enrollment varies when retirees become Medicare eligible from the Cigna Plan or in some cases we have retiree deaths during the year.

The annual premium costs do not include the quarterly reimbursements of Medicare Part B to eligible retirees. The current 2024 standard Medicare Part B premium amount is $174.70 per month. Medicare sets the Part B rates on a calendar year basis and the 2025 calendar year rates have not been set and Staff has estimated a premium increase in the proposed budget.

Summary of FY2025 estimated budget expenses based on current enrollment for retirees paid by the City:

Fund	UHC Medicare Plan	Part B Reimbursement	FY25 Total
General	$353,587	$147,587	$501,174
Water/Sewer	$99,447	$41,509	$140,956

City Staff and the Gehring Group considered the renewal projections, the overall satisfaction with the plan on the part of the retirees and recommends to accept the renewal offer from United Healthcare for the Medicare Advantage Plans for the 2024-2025 plan year. Attached to the agenda is the evaluation summary.

STRATEGIC PLAN CONNECTION:

Containing the City's health insurance costs for current and retired employees helps maintain financial sustainability for the City. Additionally, this aids in improving employee retention to help retain employees at the City of Cocoa for a long tenure.

BUDGETARY IMPACT:

Budgeted Yes/Partial

In the proposed budget for FY 2025 estimated, however, the amount may change throughout the year based on enrollments.

Amount Requested	$501,974
Account Number	001-1600-513.23-02
Account Name	Insurances/Medicare Part B

Amount Requested	$140,956
Account Number	421-4010-536.23-02
Account Name	Insurances/Medicare Part B

This renewal is a multi-year expenditure that will include nine months from Fiscal Year 2025 and three months of Fiscal Year 2026. The Medicare Advantage Plan is for the plan members at age 65 or older. Retirees under age 65 are under the City's group Cigna plan.

The renewal of this plan was higher than planned in the FY2025 Budget for this retiree coverage. It is anticipated to be short $42,902 in the 1600 account for this insurance item based on expected enrollment and the Medicare Part B rates predicted in Budget. A Budget Transfer or Amendment will be evaluated in the middle of the Fiscal Year when there are is more information available.

PREVIOUS ACTION:

Council approved, at the regular Council meeting held on July 25, 2023, the multi-year renewal with United Healthcare for Medicare Advantage Health Insurance Plans for eligible retirees 65 and over from January 1, 2024 to December 31, 2024.

RECOMMENDED MOTION:

Approve a multi-year renewal of United Healthcare Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2025 to December 31, 2025 and payments to eligible retirees for Medicare Part B reimbursement. FY2025 Expenditures are Pending the Adoption of the FY2025 Budget.

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RESOLUTION 2009- 150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION 2008-133 TO INCLUDE A 100 PERCENT HEALTH INSURANCE PREMIUM BENEFIT FOR EMPLOYEES SERVING ON THE EXECUTIVE MANAGEMENT TEAM UPON RETIREMENT FROM THE CITY AND UNDER THE TERMS AND CONDITIONS STATED HEREIN; RESTATING THE CITY'S POLICY FOR PROVIDING HEALTH INSURANCE PREMIUM BENEFITS, WHICH HAS BEEN PREVIOUSLY ADOPTED BY THE CITY COUNCIL AND AS AMENDED BY THIS RESOLUTION, FOR ADMINISTRATIVE PURPOSES AND CONVENIENCE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City's policy for providing health insurance premium benefits ("HIPB"), was restated for convenience and administrative purposes pursuant to Resolution 2008-133; and

WHEREAS, in addition to the City Manager, the City also currently employs a management team consisting of the Deputy City Manager, City Clerk, Department Directors, and Deputy Department Directors (hereinafter "Executive Management Team"); and

WHEREAS, the City Council desires to amend Resolution 2008-133 to include a 100 % health insurance premium benefit to employees of the Executive Management Team, for the employee's lifetime, under the terms and conditions set forth in this Resolution; and

WHEREAS, the City Council deems it is in the best interests of the public health, safety, and welfare to also restate the City's HIPB policy for convenience and administrative purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. Recitals. The foregoing recitals are deemed true and correct and are incorporated herein by this reference as part of this Resolution.

SECTION 2. HIPB Policy Amended and Restated. The City's policy regarding health insurance premium benefits ("HIPB"), as previously restated and approved by Resolution 2008-133, is hereby restated with amendments regarding the Executive Management Team in underlined and ~~strikeout~~ print as follows:

Section 1. Intent and Purpose. It is hereby declared to be the intent and purpose of this resolution as follows:

(a) To provide authority to pay health insurance premiums for the City's group insurance policy ("Group Insurance"), and the City's Medicare supplement policy ("Supplement to Medicare") in limited circumstances, to cover City employees taking normal or disability retirement, providing the eligibility requirements and terms and conditions proscribed herein are fully satisfied.

(b) To distinguish those employees employed by the City between February 11, 1986 and January 14, 1992 and those hired by the City after January 14, 1992 because, in fairness, the January 14, 1992 policy change should not be applied retroactively - thereby employees employed during the time period between February 11, 1986 and January 14, 1992 shall be provided an opportunity to participate in the prior policy (100% Benefit, infra) originally offered them.

(c) To provide any retiree the right to decline, in writing, the benefit provided herein and such declination shall be deemed immutable and permanent.

(d) To prohibit all City employees hired (as either a first time or rehired employee) after January 14, 1992 from being eligible for the 100% benefit, even if a rehired employee was previously employed between February 11, 1986 and January 14, 1992.

(e) To provide a 100% retirement benefit to employees serving on the Executive Management Team as a retention and recruitment benefit under the terms and conditions stated herein.

Section 2. One Hundred Percent (100%) Benefit. The City shall pay health insurance premiums for full-time City employees employed by the City during the time period between February 11, 1986 and January 14, 1992, for the employee's lifetime, upon normal or disability retirement, and for employees serving on the Executive Management Team upon executive management retirement, and under the following terms and conditions:

(a) The City shall pay for each employee one hundred percent (100%) of the health insurance premium for the Group Insurance until the retiree reaches age 65 or otherwise becomes eligible for Medicare, whichever comes first. When the retiree reaches age 65 or otherwise becomes eligible for Medicare, the retiree must enroll in Medicare Part A and B and the City's Medicare Supplement Plan, within thirty (30) days of becoming eligible for Medicare, in order to continue receiving the lifetime health insurance premium benefit paid by the City. Upon timely enrollment in Medicare Part A and B and the City's Medicare Supplement Plan, the City will be responsible for paying the actual cost of the Medicare Supplement Plan and will reimburse the retiree, on a quarterly basis, for the actual cost of Medicare Part B. However, the Medicare Part B reimbursement, when combined with the cost of the Medicare Supplement Plan paid by the City, shall not exceed the cost of the health insurance premium provided to individual City employees under the Group Insurance ("Reimbursement Allowance"). Any cost in excess of the Reimbursement Allowance shall be paid by the retiree. Notwithstanding, upon becoming eligible for Medicare, the retiree may decline to participate in the City's Medicare Supplement Plan and choose to continue to participate in the Group Insurance at retiree's expense. Medicare shall become the retiree's primary health insurance carrier and any health insurance provided by the City hereunder shall be considered as a Supplement

to Medicare. When the retiree's dependents reach age 65 or otherwise become Medicare eligible, whichever comes first, the dependent shall be eligible to participate in the City's Medicare Supplement Plan instead of Group Insurance under the terms and conditions of the Medicare Supplement Plan. The retiree shall pay one hundred percent (100%) of dependent coverage and upon the death of the retiree, the dependent coverage shall continue provided the dependent pays one hundred percent (100%) of the premiums.

(b) For purposes of this section, "normal retirement" shall mean:

(1) For police officers and fire fighters, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time.

(2) For general employees, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time.

(c) For purposes of this section, "executive management retirement" shall mean:

(1) The employee must be employed with the City in a full-time capacity for a minimum of ten (10) consecutive years; and

(2) Upon retirement from the City, the employee must be serving in the capacity of a member of the Executive Management Team and must have served as part of the Executive Management Team for at least five (5) years; and

(3) Upon retirement from the City, the employee must be at least fifty-five (55) years of age or older.

(cd) Except for employees serving on the Executive Management Team as provided in subparagraph (c), Tthe100% benefit provided in this section shall be further limited to only those employees employed between February 11, 1986 and January 14, 1992 and who have either retired during that time period or retired subsequent to January 14, 1992 and were continuously employed by the City until retirement. Any employee previously employed during that time period, but who had employment terminated for any reason, shall not be eligible for the 100% benefit if they subsequently are rehired after January 14, 1992.

Section 3. Fifty Percent (50%) Benefit. The City shall pay health insurance premiums for full-time City employees hired after January 14, 1992, upon normal or disability retirement and under the following terms and conditions:

(a) The City shall pay for each retiree fifty percent (50%) of the health insurance premium for the Group Insurance until the retiree reaches the age of 65 or becomes eligible for Medicare, whichever occurs first, at which time all health insurance premium payments by the City shall cease. The retiree shall pay one hundred percent (100%) of dependent coverage and upon the death of the retiree, the dependent coverage shall continue provided the dependent pays one hundred

percent (100%) of the premiums. Employees retiring under disability shall meet Social Security rules for one hundred percent (100%) disability and draw Social Security.

(b) For purposes of this section, "normal retirement" shall mean:

(1) For police officers and firefighters, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time, and the employee has completed at least 25 years of credited service.

(2) For general employees, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time.

Section 4. City Manager Authority. The City Manager shall have the authority, when it is determined in the best interest of the City, to offer an early retirement health insurance benefit to any of the employees listed on Appendix A. Eligible employees will be able to retire early without losing their 100% paid health insurance benefits as long as they are within five (5) years of one of the eligibility criteria for retirement (years of service or age).

SECTION 3. Reservation of Rights. The City Council hereby reserves the right, at its discretion, with or without cause, to amend, modify, alter or repeal, in whole or in part, any term or condition contained in this Resolution.

SECTION 4. Repeal of Prior Inconsistent Resolutions. All prior inconsistent resolutions adopted by the City Council are hereby repealed.

SECTION 5. Severability. If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

SECTION 6. Effective Date. This resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this 24th day of November, 2009.

Michael C. Blake

Michael Blake, Mayor

ATTEST: Marie Healy for

Joan Clark, City Clerk

City of Cocoa
Group Medicare Advantage Plan - Retiree
Effective Date: January 1, 2025

	Current		Renewal		Renewal Option #1	
Summary of Benefits	**2024**		**2025**		**2025**	
Carrier	**UnitedHealthcare**		**UnitedHealthcare**		**UnitedHealthcare**	
Network Name	**Medicare Advantage National**		**Medicare Advantage National**		**Medicare Advantage National**	
Annual Deductible	**In Network**	**Out of Network**	**In Network**	**Out of Network**	**In Network**	**Out of Network**
Individual	$0	$0	$0	$0	**$250**	
Out-of-Pocket Maximum						
Individual	$1,500		$1,500		$1,500	
Physician Services						
Primary Care Physician	$10	$10	$10	$10	**$15**	**$15**
Specialist	$20	$20	$20	$20	**$25**	**$25**
Telemedicine / Virtual Visit	$0	$0	$0	$0	$0	$0
Preventive Services (Medicare-covered)	$0	$0	$0	$0	$0	$0
Immunizations (Flu, Pneumococcal, Hep B)	$0	$0	$0	$0	$0	$0
Chiropractic Visit (Medicare-covered)	$20	$20	$20	$20	$20	$20
Eye Exam (Medicare-covered)	$20	$20	$20	$20	$20	$20
Hearing Exam (Medicare-covered)	$20	$20	$20	$20	$20	$20
Dental Services (Medicare-covered)	$20	$20	$20	$20	$20	$20
Lab & Radiology Services						
X-ray Services	$10	$10	$10	$10	$10	$10
Clinical Lab Service	$10	$10	$10	$10	$10	$10
Diagnostic Radiology Service	$20	$20	$20	$20	$20	$20
Hospital Services						
Inpatient Hospital Stay	$250	$250	$250	$250	$250	$250
Outpatient Surgery	$100	$100	$100	$100	$100	$100
Emergency Room *(waived if admitted)*	$65	$65	$65	$65	$65	$65
Ambulance	$50	$50	$50	$50	$50	$50
Urgent Care	$10	$10	$10	$10	$10	$10
Inpatient Mental Health/Substance Abuse	$250	$250	$250	$250	$250	$250
Office Visit Mental Health/Substance Abuse	$10 / $20	$10 / $20	$10 / $20	$10 / $20	$10 / $20	$10 / $20
Other Services						
Diabetic Monitoring Supplies	$0	$0	$0	$0	$0	$0
Durable Medical Equipment	$20	$20	$20	$20	$20	$20
Home Care Visits	$0	$0	$0	$0	$0	$0
Hearing Aid Allowance (Every 36 Months)	$500	Not Covered	$500	Not Covered	$500	Not Covered
Prescription Drugs	*Standard Plan C13 - Group Select*		*Standard Plan C13 - Group Select*		*Standard Plan C13 - Group Select*	
$0 to Initial Coverage Limit (ICL) (Gap)	$0 through $5,030		*$0 through **$2,000***		*$0 through **$2,000***	
Rx Deductible	$0	Not Covered	$0	Not Covered	**$250**	Not Covered
Tier 1: Preferred Generic	$10	Not Covered	$10	Not Covered	**$15**	Not Covered
Tier 2: Preferred Brand	$20	Not Covered	$20	Not Covered	$20	Not Covered
Tier 3: Non-Preferred Brand	$35	Not Covered	$35	Not Covered	$35	Not Covered
Tier 4: Specialty	$35	Not Covered	$35	Not Covered	$35	Not Covered
Mail Order (90 day supply)	$20 / $40 / $70	Not Covered	$20 / $40 / $70	Not Covered	**$30** / $40 / $70	Not Covered
ICL (Gap) to Catastrophic	*$5,030 through $8,000*					
Tier 1: Generic	$10	Not Covered				
Tier 2: Preferred Brand	$20	Not Covered				
Tier 3: Non-Preferred Brand	$35	Not Covered	Not Applicable		Not Applicable	
Tier 4: Specialty	$35	Not Covered				
Mail Order (90 day supply)	$20 / $40 / $70	Not Covered				
Catastrophic	*$8,000 and greater*		***$2,000** and greater*		***$2,000** and greater*	
Generic	$0	Not Covered	$0	Not Covered	$0	Not Covered
All Other Rx Drugs	$0	Not Covered	$0	Not Covered	$0	Not Covered
Net Premium 101	**$386.12**		**$501.90**		**$460.40**	
ACA Insurer Fee	**$0.00**		**$0.00**		**$0.00**	
Total Premium	**$386.12**		**$501.90**		**$460.40**	
Monthly Premium	**$38,998**		**$50,692**		**$46,500**	
Total Annual Premium	**$467,977**		**$608,303**		**$558,005**	
Dollar Change	-		**$140,325**		**$90,027**	
% Change	-		**30.0%**		**19.2%**	

City of Cocoa
Group Medicare Advantage Plan - Retiree
Effective Date: January 1, 2025

	Current		Option #2	
Summary of Benefits	**2024**		**2025**	
Carrier	**UnitedHealthcare**		**Humana**	
Network Name	**Medicare Advantage National**		**Passive LPPO Custom Medical**	
Annual Deductible	**In Network**	**Out of Network**	**In Network**	**Out of Network**
Individual	$0	$0	$0	$0
Out-of-Pocket Maximum				
Individual	$1,500		**$2,500**	
Physician Services				
Primary Care Physician	$10	$10	**$5**	**$5**
Specialist	$20	$20	**$15**	**$15**
Telemedicine / Virtual Visit	$0	$0	$0 / **$15**	$0 / **$15**
Preventive Services (Medicare-covered)	$0	$0	$0	$0
Immunizations (Flu, Pneumococcal, Hep B)	$0	$0	$0	$0
Chiropractic Visit (Medicare-covered)	$20	$20	**$15**	**$15**
Eye Exam (Medicare-covered)	$20	$20	**$15**	**$15**
Hearing Exam (Medicare-covered)	$20	$20	**$15**	**$15**
Dental Services (Medicare-covered)	$20	$20	**$15**	**$15**
Lab & Radiology Services				
X-ray Services	$10	$10	$15	$15
Clinical Lab Service	$10	$10	**$0**	**$0**
Diagnostic Radiology Service	$20	$20	**$15**	**$15**
Hospital Services				
Inpatient Hospital Stay	$250	$250	**$175**	**$175**
Outpatient Surgery	$100	$100	**$50**	**$50**
Emergency Room *(waived if admitted)*	$65	$65	$65	$65
Ambulance	$50	$50	$50	$50
Urgent Care	$10	$10	**$15**	**$15**
Inpatient Mental Health/Substance Abuse	$250	$250	**$175**	**$175**
Office Visit Mental Health/Substance Abuse	$10 / $20	$10 / $20	$5 / $15	$5 / $15
Other Services				
Diabetic Monitoring Supplies	$0	$0	$0	$0
Durable Medical Equipment	$20	$20	**20%**	**20%**
Home Care Visits	$0	$0	$0	$0
Hearing Aid Allowance (Every 36 Months)	$500	Not Covered	$500	Not Covered
Prescription Drugs	*Standard Plan C13 - Group Select*		*Group Plus Formulary - 25800*	
$0 to Initial Coverage Limit (ICL) (Gap)	$0 through $5,030		*$0 through **$2,000***	
Rx Deductible	$0	Not Covered	$0	Not Covered
Tier 1: Preferred Generic	$10	Not Covered	$10	Not Covered
Tier 2: Preferred Brand	$20	Not Covered	$20	Not Covered
Tier 3: Non-Preferred Brand	$35	Not Covered	$35	Not Covered
Tier 4: Specialty	$35	Not Covered	$35	Not Covered
Mail Order (90 day supply)	$20 / $40 / $70	Not Covered	$20 / $40 / $70	Not Covered
ICL (Gap) to Catastrophic	*$5,030 through $8,000*			
Tier 1: Generic	$10	Not Covered		
Tier 2: Preferred Brand	$20	Not Covered		
Tier 3: Non-Preferred Brand	$35	Not Covered	Not Applicable	
Tier 4: Specialty	$35	Not Covered		
Mail Order (90 day supply)	$20 / $40 / $70	Not Covered		
Catastrophic	*$8,000 and greater*		***$2,000** and greater*	
Generic	$0	Not Covered	$0	Not Covered
All Other Rx Drugs	$0	Not Covered	$0	Not Covered
Net Premium 101	**$386.12**		**$454.54**	
ACA Insurer Fee	**$0.00**		**$0.00**	
Total Premium	**$386.12**		**$454.54**	
Monthly Premium	**$38,998**		**$45,909**	
Total Annual Premium	**$467,977**		**$550,902**	
Dollar Change	-		**$82,925**	
% Change	-		**17.7%**	

Legislation Details (With Text)

File #:	24-550	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/11/2024			**In control:**	City Council
On agenda:	9/24/2024			**Final action:**	
Title:	Second Reading: Consideration of final adoption of Ordinance 08-2024, a City-initiated Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, of (20) parcels of real property totaling approximately 3.36 acres from City of Cocoa “Commercial” to City of Cocoa “Neighborhood Commercial.” (City Planner)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 08-2024 _ FLU Amendment Cocoa Place.pdf Exhibit A-Comp Amendment Location.pdf Exhibit B- Comp Amendment.pdf Legal Ad PZ Cocoa Place_Sept 4_affadavit.pdf Legal Ad City Council Cocoa Place_Sept 24_affadavit.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 18, 2024
Agenda Date: September 24, 2024
Prepared By: Jennifer Webster - Planner, City of Cocoa
Through: Stockton Whitten - City Manager
Requested Action:
Second Reading: Consideration of final adoption of Ordinance 08-2024, a City-initiated Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, of (20) parcels of real property totaling approximately 3.36 acres from City of Cocoa “Commercial” to City of Cocoa “Neighborhood Commercial.”

BACKGROUND:

The Subject Parcels for this FLUM amendment are comprised of a grouping of (20) contiguous parcels totaling approximately 3.36 acres. The parcels are located along Cocoa Place, west of the intersection of Cocoa Place and North Cocoa Boulevard. A map depicting the location of the Subject Parcels is attached as Exhibit “A”, also described as:

106 - 139 Cocoa Place, 863 N Cocoa Blvd and 865 N Cocoa Blvd.

Staff determined that the current Zoning and current Future Land Use of the Subject Parcels are inconsistent. All of the parcels currently have the Future Land Use designation of **Commercial,** as

shown in Exhibit “B”. However, the current zoning district of (18) of these parcels is RU-1-7 (Single-Family Residential), and R-P (Residential Professional) for (2) parcels. Neither RU-1-7 nor R-P are allowable zoning districts within the Commercial future land use designation. This incompatibility between the FLU and current zoning designations prevents the property owners from any expansion of current use or redevelopment should it be necessary due to loss of property or voluntarily.

This FLUM request is in combination with the request to rezone (18) of the parcels to the C-N (Neighborhood Commercial) zoning district (See Ord. 09-2024). The two R-P parcels at the intersection of Cocoa Place and N Cocoa Blvd will remain zoned R-P, as both R-P and C-N are applicable zoning districts under the Neighborhood Commercial FLU category.

The request for re-assignment of a Future Land Use designation to Neighborhood Commercial must be consistent with the City’s Comprehensive Plan. Policy 1.1.2.8 states that these areas “are intended to be low-impact in nature and serve the needs of the immediate residential area.” The Subject Parcels area less than 500’ from other “Neighborhood Commercial” designated uses, and it is less than 1500’ from a variety of residential areas. Eighteen (18) of the parcels are currently residential. This Future Land Use supports commercial uses, but is transitional as it allows for small scale commercial, multi-family, and single-family uses. Most importantly, the Neighborhood Commercial future land use designation is the only FLU designation in which R-P is an allowable zoning district, with the exception of Mixed-Use which is generally currently located only in the Cocoa Village, north of Cocoa Village, and the south side of SR 520.
Therefore, staff feels that the most practical solution to ensure consistency of the Future Land Use with the Zoning of these parcels is to recategorize them as Neighborhood Commercial, while rezoning eighteen of the parcels to the compatible category of C-N (Neighborhood Commercial) under associated Ord 09-2024.

Future Land Use Designation: Current: Commercial
Proposed: Neighborhood Commercial (Ord. 08-2024)
Zoning District: Current: (18) Parcels RU-1-7 (Single-Family Residential)
(2) Parcels R-P (Residential Professional)
Proposed (Under Ord. 09-2024):
(18) Parcels to C-N (Neighborhood Commercial)
(2) Parcels to remain R-P (Residential Professional)

Existing Land Use: (18) Single-Family Residential and
(2) Medical Office, Professional Office

Council District: District 2 - Councilmember Lavander Hearn

Overview of Surrounding Area:

	Future Land Use Designations	**Zoning Districts**	**Land Uses**
North	Commercial	General Commercial (C-G)	Used Auto Sales
South	Commercial	Wholesale Commercial (C-W)	Mixed Use Commercial
East	Neighborhood Commercial	RU-2-25, C-N, and RU-2-15	Stormwater Pond, Medical Office, Residential

West	N/A	N/A	FEC Railroad

(Immediately west of the FEC Right of Way has an Industrial FLU designation)

I. Comprehensive Plan Amendment Analysis

Consistency with Code of the City of Cocoa

Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 below:

(1) Whether the proposed amendment will have a favorable or unfavorable effect on the city's budget or the economy of the city or the region;

Staff Finding The proposed amendment solves Zoning inconsistencies with the Future Land Use (FLU), establishing a more appropriate and logical land use pattern in this area of the City of Cocoa. The ability to redevelop and/or improve these parcels will increase property value, the potential for additional tax revenue, and other benefits to the local economy.

(2) Whether the proposed amendment will diminish the level of service of public facilities;

Staff Finding: The Subject Parcels are an existing, established neighborhood. There is no anticipated increase in density or intensity. Therefore, the proposed amendment will not negatively impact or diminish the service level of public facilities, as described below.

Potable Water: The City of Cocoa Utilities Department provides water service to these (18) single-family and (2) small office parcels. Given the maximum achievable units on the property, there is no anticipated impact on potable water level of service.

Sanitary Sewer: The Subject Parcels area served by the City of Cocoa Utilities Department for sewer service to these (18) single-family and (2) small office parcels. Given the maximum achievable units on the property, there is no anticipated impact on sanitary sewer service.

Solid Waste: The solid waste service to the Subject Parcels is provided through the City's Solid Waste agreement, and shall continue to be served as such, in accordance with the applicable LOS standards and pursuant to the applicable requirements of the Waste Management Agreement and City Code.

Stormwater Management: It is not anticipated that the FLUM amendment will impact the stormwater management, as future development will be the same or similar to the existing density and intensity. Site plans for new developments will be required to adhere to the City's stormwater level of service standards.

Transportation: If a property is modified from its current use, a traffic impact analysis or Trip memorandum will be required to determine potential traffic impacts.

Parks: The Subject Parcels are an existing, established neighborhood. The quantity of park acreage within the City already far exceeds the minimum requirement of the comprehensive plan. There is no anticipated increase in density or intensity that will impact the requirements of the Parks and Recreation element of the Comprehensive Plan.

Schools: As mentioned above, this is an existing, established neighborhood. There is no anticipated

increase in density or intensity that will impact the requirements of the Public School Facilities Element of the Comprehensive Plan.

(3) Whether there will be a favorable or unfavorable impact on the environment or the natural or historical resources of the city or the region as a result of the proposed amendment;

Staff Finding: The text amendment will not impact any natural or historical resources.

(4) Whether the proposed amendment is consistent with and its effect upon the goals, objectives, and policies of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Rule 29F-19.001, Florida Administrative Code;

Staff Finding: The proposed text amendment meets the following goal of the State Comprehensive Plan, Chapter 187.201(15) LAND USE - “In recognition of the importance of preserving the natural resources and enhancing the quality of life of the state, development shall be directed to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner”.

(5) Whether the city is able to provide adequate service from public facilities to the affected property, if the amendment is granted, and whether the amendment will promote the cost/effective use of or unduly burden public facilities below the level of service set in the comprehensive plan;

Staff Finding: The proposed text amendment would not alter the City’s ability to provide service capacity to lands under the Neighborhood Commercial FLU designation.

(6) Whether the amendment is compatible with surrounding neighborhoods and land use;

Staff Finding: As mentioned above, the Subject Parcels are currently designated as Commercial FLU, with which the Neighborhood Commercial FLU category is compatible as it still supports commercial uses, but is transitional as it allows for small scale commercial, multi-family, and single-family uses.

(7) If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The proposed FLUM amendment is consistent with the following Comprehensive Plan policies:

Land Use Element

GOAL 1.1: *Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.*
Policy 1.1.1.1: *Land Use Categories. The adopted FLUM contains and identifies appropriate locations for the following land use categories. The maximum densities/intensities shown in Figure FLU-1 are not guaranteed for all sites within each category. The zoning map and land development regulations may impose tighter densities and intensities of development based on land use allocation criteria policies.*

Policy 1.1.2.8 Neighborhood Commercial (NCOMM). *Neighborhood commercial areas are intended to be low-impact in nature and serve the needs of the immediate residential area. The following criteria shall be used for determining appropriate locations for neighborhood commercial land use designations on the future land use map.*

A. *Neighborhood commercial areas may be allowed closer to the residential neighborhoods.*

B. *The City anticipates that the average overall mix of uses in the Neighborhood Commercial Land Use category throughout the City will be a minimum of 85% commercial/office, public/institutional and recreational and a maximum of 15% residential.*

C. *Pedestrian connectivity between neighborhood commercial and surrounding multi-family developments is highly encouraged.*

D. *The following factors shall be considered when designating new Neighborhood Commercial areas or expanding existing Neighborhood Commercial areas:*

1. A land use compatibility study shall be conducted by the applicant to analyze the potential impact of a proposed new Neighborhood Commercial area or Neighborhood Commercial area expansion on the character of the surrounding uses, neighborhoods and natural environment.

2. A multimodal transportation study shall be conducted by the applicant demonstrating that the transportation systems including roads, pedestrian walkways, bike ways, transit facilities affected by the proposed Neighborhood Commercial areas have sufficient current and projected capacity to the handle the travel demand generated by the increased intensity. Additionally, multimodal transportation study shall address the requirements and level of service standards of the Transportation Element.

3. The applicant shall prepare and submit a market study to demonstrate market demand and economic potential for a proposed Neighborhood Commercial area. The market study should include data and analysis concerning the existing, planned and approved supply of commercial property within the market area, occupancy patterns and trends, the demand for commercial uses allowed under the Neighborhood Commercial designation and the demand for the commercial uses specifically proposed.

4. *The City may consider the following qualitative factors when reviewing proposed Neighborhood Commercial areas:*

(a) *Whether existing vacant Neighborhood Commercial land in the market area can accommodate the size, shape, location, visibility, and access requirements of the proposed uses.*

(b) *Whether opportunities are available to redevelop existing Neighborhood Commercial land within the market area.*

(c) *Whether the proposed designation will encourage reinvestment in deteriorating or underutilized area, protect property values, discourage the proliferation of low intensity strip commercial uses and promote infill development.*

E. *At the discretion of the Planning and Zoning Administrator applicant submitted transportation or market studies may*

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be waived for small scale future land use map amendments.

F. Annexed lands at the time of the initial City land use designation shall be exempt from the above study requirements provided the lands proposed for Neighborhood Commercial designation maintained a Brevard County Neighborhood Commercial future land use designation and no net increase in density or intensity will occur as a result of the City future land use designation. Notwithstanding the exemption from the above requirement any future land use map amendment is still subject to the requirements of Chapter 163 Part II Florida Statutes (F.S.).

G. For the purposes of analyzing public facilities impacts of proposed Future Land Use Map amendments, a mix of 85% non-residential and 15% residential land area split shall be utilized.

(8) Whether the amendment will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment;

Staff Finding: The proposed FLUM amendment is designed to allow the single-family use to continue without being in conflict with the FLU, and the property uses are anticipated to remain single -family residential. Therefore, the amendment will not adversely affect the ability of people to find adequate housing reasonably accessible to their places of employment.

(9) Whether the proposed amendment will promote or adversely affect the public health, safety, welfare, economic order, or aesthetics of the region or the city.

Staff Finding: The proposed application will reinforce the positive elements of the City by paving the way for future economic vitality without any negative impacts to public health, safety, and welfare.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards.

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

PREVIOUS ACTION:

The City Council unanimously approved Ordinance 08-2024 on September 10, 2024.

The Planning and Zoning Board voted unanimously to recommend that City Council approve

Ordinance 08-2024 on September 4, 2024.

RECOMMENDED MOTION:

Staff recommends City Council **APPROVE** the final adoption of Ordinance 08-2024, a City-initiated request of a Future Land Use Map Amendment consistent with Florida Statute Chapter 163 to change the Future Land Use Map designation of (20) parcels of real property totaling approximately 3.36 acres from “Commercial” to “Neighborhood Commercial”.

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ORDINANCE NO. 08-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR TWENTY (20) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA TOTALING 3.36 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG COCOA PLACE, WEST OF THE INTERSECTION OF COCOA PLACE AND NORTH COCOA BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF SAID PARCELS FROM "COMMERCIAL" TO "NEIGHBORHOOD COMMERCIAL;" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, The City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the future land use map amendment embodied by this Ordinance is a small-scale amendment to the City of Cocoa Comprehensive Plan in accordance with Section 163.3187(1), Florida Statutes; and

WHEREAS, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing on July 11, 2024, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of Staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

WHEREAS, the City Council hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of the City of Cocoa, Florida.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HERBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of the City of Cocoa.

Section 2. **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161, et. seq., Florida Statutes.

Section 3. **Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. **Adoption of Amendment to the Future Land Use Map.** The City of Cocoa Comprehensive Plan, Future Land Use Map, is hereby amended by changing the designation of the real property legally described and depicted on **Exhibit "A"** from "Commercial" to "Neighborhood Commercial." **Exhibit "A"** is attached hereto and fully incorporated herein by this reference.

Section 5. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **Incorporation into Comprehensive Plan.** Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. **Effective Date and Legal Status of the Plan Amendment.** The effective date of this Ordinance shall take effect thirty-one (31) days after adoption, in accordance with Section 163.3187(5)(c), Florida Statutes, unless challenged within thirty (30) days after adoption of this Ordinance, in which case this Ordinance shall become effective at such time as the state land planning agency or the Administrative Commission issues a final order determining that the adopted small scale development amendment is in compliance. No development order, development permits, or land use dependent on this Amendment may be issued or commenced before it has become effective. After and from the effective date of this Amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the Amendments shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24th day of September, 2024.

MICHAEL C. BLAKE, Mayor

ATTEST:

MONICA ARSENAULT, City Clerk

Legal Ad:	08/20/2024
First Reading:	09/10/2024
Legal Ad:	09/13/2024
Second Reading:	09/24/2024
Effective Date:	09/24/2024

EXHIBIT A

Description of Real Property

Tax Parcel ID 24-36-28-01-*-2, 106 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-3, 110 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-4, 114 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-5, 118 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-6, 122 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-7, 126 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-8, 130 Cocoa Place, Cocoa, Florida 32922

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Tax Parcel ID 24-36-28-01-*-1, 865 N Cocoa Blvd, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-12, 863 N Cocoa Blvd, Cocoa, Florida 32922

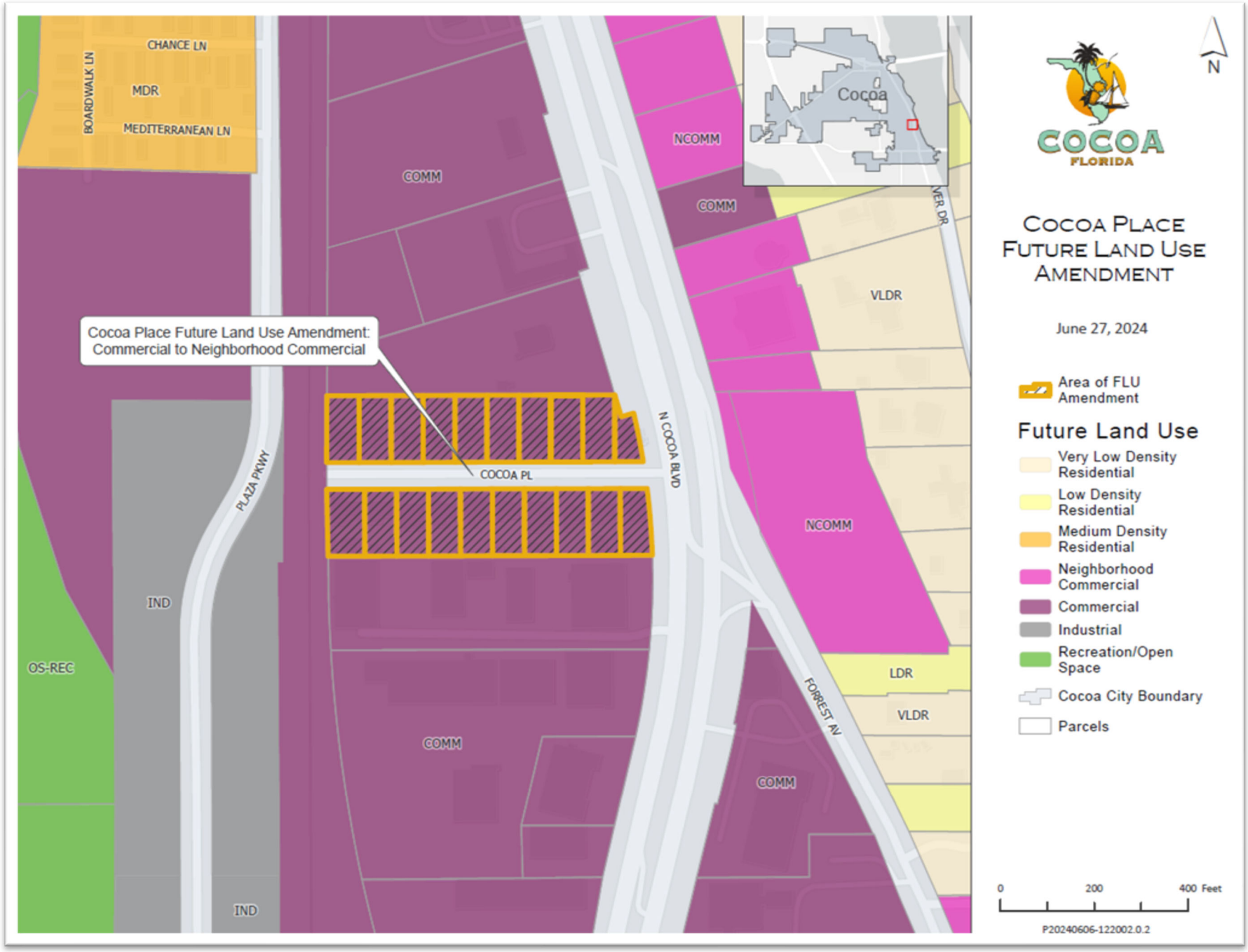
The Above Parcels are Depicted as Follows:



EXHIBIT “A”


CHANCE LN
BOARDWALK LN
MEDITERRANEAN LN
Cocoa Place Future Land Use Amendment:
Commercial to Neighborhood Commercial
COCOA PL
PLAZA PKWY
N COCOA BLVD
FORREST AV
Cocoa
N
COCOA
FLORIDA
Cocoa Place Future
Land Use
Amendment
Location
June 27, 2024
Area of FLU Amendment
Parcels
0
200
400 Feet
P20240606-122002.0.1

EXHIBIT "B"


CHANCE LN
BOARDWALK LN
MDR
MEDITERRANEAN LN
COMM
NCOMM
COMM
VLDR
Cocoa Place Future Land Use Amendment:
Commercial to Neighborhood Commercial
COCOA PL
N COCOA BLVD
PLAZA PKWY
NCOMM
IND
OS-REC
LDR
VLDR
COMM
COMM
IND
FORREST AV
Cocoa
N
COCOA
FLORIDA
COCOA PLACE
FUTURE LAND USE
AMENDMENT
June 27, 2024
Area of FLU Amendment
Future Land Use
Very Low Density Residential
Low Density Residential
Medium Density Residential
Neighborhood Commercial
Commercial
Industrial
Recreation/Open Space
Cocoa City Boundary
Parcels
0
200
400 Feet
P20240606-122002.0.2

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Florida
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PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

CITY OF COCOA (TE)
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

08/20/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/20/2024

Legal Clerk

Notary, State of WI, County of Brown

1-2-25

My commission expires

Publication Cost:	$583.67	
Tax Amount:	$0.00	
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KATHLEEN ALLEN
Notary Public
State of Wisconsin

Ad#10484870; 8/20/2024

CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING ORDINANCES:

PZ 24-00500001 COMPREHENSIVE PLAN AMENDMENT| ORD 08-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR TWENTY (20) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA TOTALING 3.36 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG COCOA PLACE, WEST OF THE INTERSECTION OF COCOA PLACE AND NORTH COCOA BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF SAID PARCELS FROM "COMMERCIAL" TO "NEIGHBORHOOD COMMERCIAL;" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. TAX PARCEL ID NUMBERS:

TAX PARCEL ID 24-36-28-01-*-2, 106 COCOA PLACE, COCOA, FLORIDA 32922
TAX PARCEL ID 24-36-28-01-*-3, 110 COCOA PLACE, COCOA, FLORIDA 32922
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TAX PARCEL ID 24-36-28-01-*-12, 863 N COCOA BLVD, COCOA, FLORIDA 32922

- AND -

PZ 24-02100005 COCOA PLACE ZONING MAP AMENDMENT | ORD 09-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF EIGHTEEN (18) PARCELS OF REAL PROPERTY TOTALING 3.1 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG COCOA PLACE, WEST OF THE INTERSECTION OF COCOA PLACE AND NORTH COCOA BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RU-1-7 (SINGLE-FAMILY RESIDENTIAL) TO C-N (NEIGHBORHOOD COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. TAX PARCEL ID NUMBERS:

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PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON
Sept 4, 2024
CITY COUNCIL 1st PUBLIC HEARING WILL BE HELD ON
Sept 10, 2024
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at marsenault@cocoafl.org.
Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.
Public Participation Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

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PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

09/13/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 09/13/2024

Legal Clerk

Notary. State of WI, County of Brown

1-7-25

My commission expires

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KATHLEEN ALLEN
Notary Public
State of Wisconsin

Ad#10567116 09/13/2024

CITY OF COCOA
NOTICE OF PUBLIC HEARING
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE
FOLLOWING ORDINANCES:

PZ 24-00500001 COMPREHENSIVE PLAN AMENDMENT 2nd Reading | ORD 08-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR TWENTY (20) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA TOTALING 3.36 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG COCOA PLACE, WEST OF THE INTERSECTION OF COCOA PLACE AND NORTH COCOA BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF SAID PARCELS FROM "COMMERCIAL" TO "NEIGHBORHOOD COMMERCIAL;" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. TAX PARCEL ID NUMBERS:
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- AND -

PZ 24-02100005 COCOA PLACE ZONING MAP AMENDMENT 2nd Reading | ORD 09-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF EIGHTEEN (18) PARCELS OF REAL PROPERTY TOTALING 3.1 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG COCOA PLACE, WEST OF THE INTERSECTION OF COCOA PLACE AND NORTH COCOA BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RU-1-7 (SINGLE-FAMILY RESIDENTIAL) TO C-N (NEIGHBORHOOD COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. TAX PARCEL ID NUMBERS:
TAX PARCEL ID 24-36-28-01-*-2, 106 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-3, 110 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-4, 114 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-5, 118 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-6, 122 COCOA PLACE, COCOA, FLORIDA 32922,TAX PARCEL ID 24-36-28-01-*-7, 126 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-8, 130 COCOA PLACE, COCOA, FLORIDA

32922; TAX PARCEL ID 24-36-28-01-*-9, 134 COCOA PLACE, COCOA, FLORIDA 32922; TAX PARCEL ID 24-36-28-01-*-10, 138 COCOA PLACE, COCOA, FLORIDA 32922; TAX PARCEL ID 24-36-28-01-*-21, 139 COCOA PLACE, COCOA, FLORIDA 32922; TAX PARCEL ID 24-36-28-01-*-20, 135 COCOA PLACE, COCOA, FLORIDA 32922; TAX PARCEL ID 24-36-28-01-*-19, 131 COCOA PLACE, COCOA, FLORIDA 32922; TAX PARCEL ID 24-36-28-01-*-18, 127 COCOA PLACE, COCOA, FLORIDA 32922; TAX PARCEL ID 24-36-28-01-*-17, 123 COCOA PLACE, COCOA, FLORIDA 32922; TAX PARCEL ID 24-36-28-01-*-16, 119 COCOA PLACE, COCOA, FLORIDA 32922; TAX PARCEL ID 24-36-28-01-*-15, 115 COCOA PLACE, COCOA, FLORIDA 32922; TAX PARCEL ID 24-36-28-01-*14, 111 COCOA PLACE, COCOA, FLORIDA 32922; TAX PARCEL ID 24-36-28-01-*13, 107 COCOA PLACE, COCOA, FLORIDA 32922

CITY COUNCIL PUBLIC HEARING WILL BE HELD ON:
September 24, 2024
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at marsenault@cocoafl.org.
The City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and, for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.
Public Participation Information:
The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting: https://cocoa.legistar.com/Calendar.aspx
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org .
Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: https://cocoa.legistar.com/Calendar.aspx The City is not responsible for technical difficulties that may occur while viewing or listening online.

Legislation Details (With Text)

File #:	24-551	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	9/11/2024		**In control:**	City Council	
On agenda:	9/24/2024		**Final action:**		
Title:	Second Reading: Consideration of final adoption of Ordinance 09-2024, a City-initiated Zoning Map Amendment to change the Zoning category of (18) parcels of real property totaling approximately 3.1 acres from City of Cocoa RU-1-7 “Single-Family Residential” to C-N “Neighborhood Commercial”. (City Planner)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 09-2024 _ Rezoning Cocoa Place.pdf Exhibit A- Re-Zoning Location.pdf Exhibit B- Re-Zoning.pdf Legal Ad City Council Cocoa Place_Sept 24_affadavit.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 18, 2024
Agenda Date: September 24, 2024
Prepared By: Jennifer Webster - Planner, City of Cocoa
Through: Stockton Whitten - City Manager
Requested Action:
Second Reading: Consideration of final adoption of Ordinance 09-2024, a City-initiated Zoning Map Amendment to change the Zoning category of (18) parcels of real property totaling approximately 3.1 acres from City of Cocoa RU-1-7 “Single-Family Residential” to C-N “Neighborhood Commercial”.

BACKGROUND:

This rezoning request to C-N is being made concurrently with Ordinance 08-2024 which is the request to change the Future Land Use (FLU) category of these parcels from “Commercial” to “Neighborhood Commercial”. For purposes of further discussion, this report assumes that this request has been received and granted by City Council. The subject parcels are located along Cocoa Place, west of the intersection of Cocoa Place and North Cocoa Blvd, as shown in the attached Exhibit “A”. The subject parcels have been developed and platted as a single-family residential neighborhood since 1959. Single-family residential as a *land use* is not compatible or permissible within the current Commercial FLU. Furthermore, RU-1-7 is not an allowable zoning district within the Commercial FLU. See Zoning Map, Exhibit “B”. It was recently brought to the City’s attention that one of the properties’ primary structures was completely lost due to a fire. Because the lot is now vacant, a single-family residence cannot be reconstructed until the future land use and zoning

designations are consistent and are established such that single-family residential is an allowable use.

Although the subject parcels have existed in the City since approximately 1952, the lot dimensions are considered nonconforming to the City's current development standards for the RU-1-7 zoning district. Particularly, the lot widths are only 60', where the minimum required lot width for RU-1-7 is now 75'. However, in accordance with Appendix A, Zoning, Article X, Nonconformities, Sec. 3., in any district in which single-family dwellings are permitted, a single-family dwelling and customary accessory buildings may be erected on any single lot which is of record, even if it is non-conforming due to its dimensions. Any new homes that are erected will be required to meet applicable setbacks absent approval of a variance.

Neighborhood Commercial (C-N) allows for single-family homes to be constructed in accordance with RU-1-7 standards. If these parcels are rezoned to C-N, the existing single family use will be consistent with both their anticipated Neighborhood Commercial future land use and zoning. Single-family redevelopment where structures are lost due to fire or other natural disaster will be permissible. However, utilization of the properties for multi-family or neighborhood commercial development will require the future aggregation of lots to ensure that they are no longer nonconforming. Accordingly, not only will rezoning to C-N allow the permissible redevelopment of single-family uses, it would also expand the opportunity for other uses (small scale multi-family and neighborhood commercial uses) if and only if two or more of these lots were to be *combined* in the future.

Therefore, staff feels that the most practical solution to make the zoning and the future land use of these parcels consistent is to rezone them to C-N in conjunction with the future land use amendment to Neighborhood Commercial.

Future Land Use Designation: Current: Commercial
Proposed: Neighborhood Commercial (Ord 08-2024)
Zoning District: Current: RU-1-7 (Single-Family Residential)
Proposed: C-N (Neighborhood Commercial) (Ord 09-2024)
Existing Land Use: Single-family residential
Council District: District 2 - Councilmember Lavander Hearn
Legal Ad Date: September 13, 2024 (for 2nd reading)

Overview of Surrounding Area:

	Future Land Use Designations	**Zoning Districts**	**Land Uses**
North	Commercial	General Commercial (C-G)	Used Auto Sales
South	Commercial	Wholesale Commercial (C-W)	Mixed Use Commercial
East	Neighborhood Commercial	Residential Professional (R-P); RU-2-25; C-N, RU-2-15	Medical/Office, Stormwater Pond, Residential
West	N/A	N/A	FEC Railroad

(Immediately west of the FEC Right of Way has an Industrial FLU designation)

I. Rezoning Analysis

The Planning & Zoning staff have studied and considered the following criteria, according to Appendix A of the City of Cocoa, Article XXI, Section 1(G), to show whether or not:

a. *The proposed change is contrary to the established land use pattern.*

Staff Finding: The surrounding land area consists of primarily commercial use. Therefore, this request is not contrary to the established land use pattern. Further, as described above, the C-N zoning district allows for single-family residential uses.

b. *The proposed change would create an isolated district unrelated to adjacent and nearby districts.*

Staff Finding: As noted in the table above, the surrounding zoning districts are a mixture of General Commercial (C-G), Wholesale Commercial (C-W), Residential Professional (R-P), and RU-2-25 and C-N for those properties across US-1. The Florida East Coast Railroad Right of Way is directly west of this property. The area of the subject parcels that will be designated as Neighborhood Commercial (C-N) will not create an isolated district unrelated to adjacent and nearby districts and is located very close to other C-N zoned properties on US-1.

c. *The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.*

Staff Finding: The area to be rezoned is +/- 3.1 acres consisting of (18) individual lots averaging .17 acres each. Seventeen (17) of these lots consist of (1) single-family dwelling unit, which is consistent with its current zoning of RU-1-7. One (1) lot is vacant. The existing density is likely to remain unchanged absent the aggregation of the existing platted lots. Only in the event of a multiple lot combination would the density be permitted to increase. Therefore, at this time, the proposed change would not materially alter the population density pattern nor will it increase or overtax the load on the City's public facilities. Even in the event that all of the affected properties were aggregated, the maximum number of multi-family units that could be constructed would be 45 units (a net increase of 27 units), which is unlikely to overtax public facilities.

d. *Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Staff Finding: The Subject Parcels are currently zoned RU-1-7 and are not drawn illogically in relation to their existing conditions on the property proposed for change. However, the RU-1-7 zoning district is inconsistent with the current Commercial FLU designation. The boundary of this district is appropriate in consideration of the request to rezone to C-N.

e. *The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.*

Staff Finding: The proposed rezoning is consistent with Future Land Use Element Policy 1.1.2.8. **Neighborhood Commercial** in that these areas are "intended to be low-impact in nature and serve the needs of the immediate residential area." Further, in Figure FLU-1, *Standards for Future Land Use Categories*, shows that C-N is an applicable zoning district for the Neighborhood Commercial FLU. The proposed rezone to C-N would not have an adverse effect on the Comprehensive Plan.

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f. *Changed or changing conditions make the passage of the proposed amendment necessary.*

Staff Finding: It was recently brought to the City's attention that one of the properties' primary structures was completely destroyed due to a fire. With the lot now cleared and vacant, the lot remains undevelopable under the current zoning, due to the incompatibility with the current Commercial FLU. The City recognizes that any future losses of use would not be able to be restored if no change was made. It is this awareness of circumstance that makes the passage of the proposed amendment necessary. The proposed rezoning will allow for future restoration due to any foreseeable losses and will also be consistent with the surrounding zoning districts and mix of commercial uses.

g. *The proposed change will adversely influence living conditions in the neighborhood.*

Staff Finding: The existing density is likely to remain unchanged absent aggregation of the previously platted lots and is not expected to adversely influence living conditions in the neighborhood. Conversely, new, individual, single-family redevelopment will be permitted which would increase the value of and beautify the properties. Only in the event of a multiple lot combination would the density be permitted to increase, at which time the development would be reviewed on a case by case basis as to the impact on the neighborhood.

h. *The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Staff Finding: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety. As noted above, Fire Protection is provided by the City of Cocoa's Fire Station No. 2 (300 Brunson Avenue) which is located 1.5 miles south of the subject parcels. All stations will continue to provide Enhanced BLS (Basic Life Support) services and fire prevention and protection services.

i. *The proposed change will create a drainage problem.*

Staff Finding: Any new single-family development in this neighborhood will be required to not exceed the maximum lot coverage, or the maximum impervious surface ratio (ISR) that is required for single-family development standards so as not to impact public stormwater areas. Therefore, it is not anticipated the proposed change will create a drainage problem. In the event of future lot combinations, the developments would also be required to meet those regulations for stormwater retention.

j. *The proposed change will seriously reduce light and air to adjacent areas.*

Staff Finding: Any new construction is required to meet the requirements of the City Code to ensure light and air to adjacent areas are not reduced. It is not anticipated that this project will reduce light and air to adjacent areas.

k. *The proposed change will adversely affect property values in the adjacent areas.*

Staff Finding: As previously mentioned, the area to be rezoned is +/- 3.1 acres and relatively small compared to the adjacent commercial properties. It is not anticipated that the zoning change will

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adversely affect property values in the adjacent areas. Conversely, new, individual, single-family redevelopment would increase the value of and beautify the properties. Furthermore, in the event of future lot combinations to create small scale multifamily or commercial developments, this would further increase property value in the neighborhood.

l. *The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.*

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property, as it is increasing the land use compatibility with the adjacent properties. None of the surrounding properties are vacant, and the rezoning is not anticipated to functionally impact any surrounding parcel.

m. *The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Staff Finding: The proposed change is City-initiated and will not constitute a grant of special privilege to the property owners of the subject parcels as contrasted with the public welfare. The proposed zoning designation meets the requirements of the Comprehensive Plan and is consistent with the commercial zoning districts in the surrounding area.

n. *There are substantial reasons why the property cannot be used in accord with existing zoning.*

Staff Finding: As previously mentioned, the current zoning district of RU-1-7 is not permitted in a Commercial or Neighborhood Commercial FLU. As a result of this limitation, the properties cannot be developed or restored without a rezoning. It is necessary to rezone to C-N in order to provide a permissible path to single-family development.

o. *Whether the change suggested is out of scale with the needs of the neighborhood of the city.*

Staff Finding: The proposed rezoning is not out of scale with the needs of the area and would complement the existing commercial character in the immediate area.

p. *It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Staff Finding: There is no proposed use being requested at this time. However, the rezoning of these properties will expand the acceptable uses for future development.

Consistency with Comprehensive Plan Policies and Objectives
The proposed C-N “Neighborhood Commercial” zoning designation is consistent with the allowable uses under the “Neighborhood Commercial” Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities
Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of

such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan is identified, necessary and appropriate mitigation will be required to be addressed prior to construction. As stated above, the maximum density increase possible as a result of the rezoning will be a net gain of 27 units. This is minimal and is not anticipated to negatively impact public facilities, particularly because the property is adjacent to a major arterial of US-1. However, because the lots are nonconforming in nature, the density is likely to remain unchanged, and no further impact to public facilities is anticipated

PRIORITY AREA CONNECTION:

Public Safety/Community Standards.

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

PREVIOUS ACTION:

Planning and Zoning Board voted Unanimously to recommend that City Council approve Ordinance 09-2024 on September 4, 2024

City Council unanimously approved Ordinance 09-2024 on September 10, 2024.

RECOMMENDED MOTION:

Staff recommends that City Council **APPROVE** final adoption of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of (18) parcels along Cocoa Place, totaling approximately 3.1 acres, from RU-1-7 "Single-Family Residential" to C-N "Neighborhood Commercial" and to adopt the written findings contained in the Staff Report.

ORDINANCE NO. 09-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF EIGHTEEN (18) PARCELS OF REAL PROPERTY TOTALING 3.1 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG COCOA PLACE, WEST OF THE INTERSECTION OF COCOA PLACE AND NORTH COCOA BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RU-1-7 (SINGLE-FAMILY RESIDENTIAL) TO C-N (NEIGHBORHOOD COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, The City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of Staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HERBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of the City of Cocoa.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in the City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from RU-1-7 (Single-Family Residential) to C-N (Neighborhood Commercial District) for the real property depicted and described on **Exhibit "A,"** attached hereto and incorporated herein by this reference. City Staff are directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of ordinances and resolutions inconsistent herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon the effective date of Ordinance No. 08-2024 as adopted by the City Council of the City of Cocoa, Florida, and pursuant to the City Charter. If Ordinance No. 08-2024 does not become effective, then this Ordinance shall become null and void.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24th day of September, 2024.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
MONICA ARSENAULT, CMC, City Clerk

Legal Ad:	08/20/2024
First Reading:	09/10/2024
Legal Ad:	09/13/2024
Second Reading:	09/24/2024
Effective Date:	09/24/2024

EXHIBIT A

Description of Real Property

Tax Parcel ID 24-36-28-01-*-2, 106 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-3, 110 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*-4, 114 Cocoa Place, Cocoa, Florida 32922

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Tax Parcel ID 24-36-28-01-*14, 111 Cocoa Place, Cocoa, Florida 32922

Tax Parcel ID 24-36-28-01-*13, 107 Cocoa Place, Cocoa, Florida 32922

The Above Parcels are Depicted as Follows:



EXHIBIT “A”

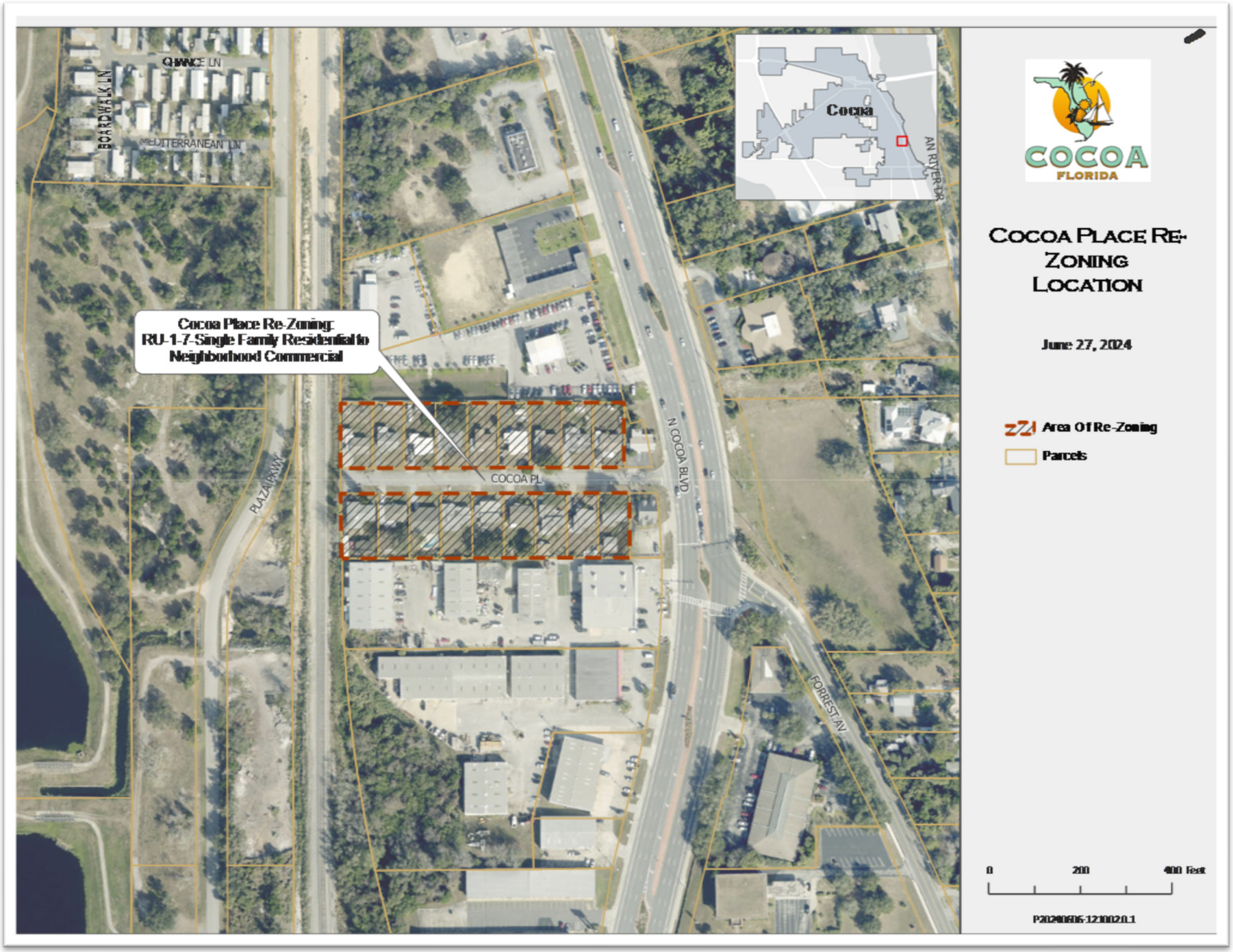
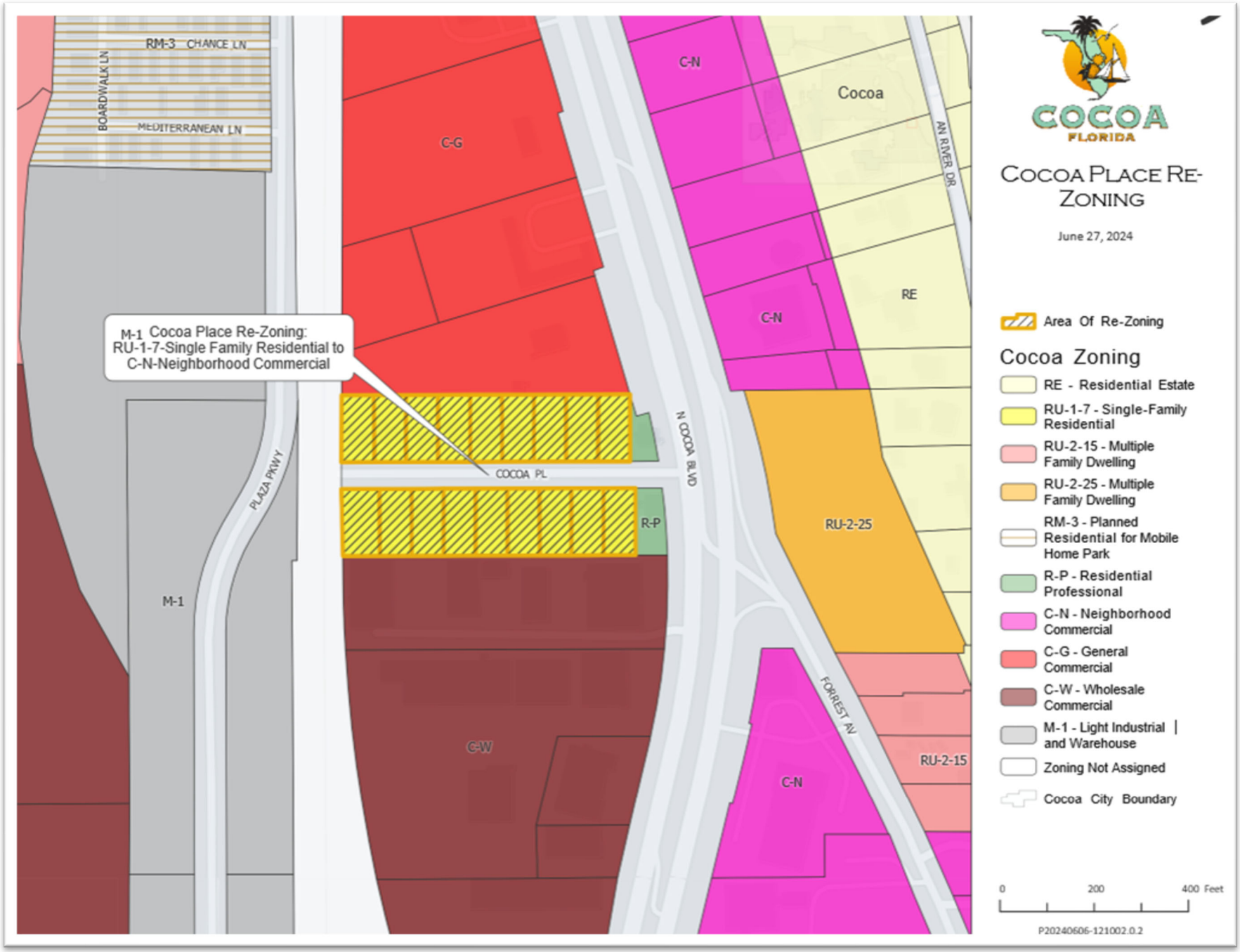

Cocoa Place Re-Zoning:
RU-1-7-Single Family Residential to
Neighborhood Commercial
COCOA PL
N COCOA BLVD
PLAZA PKWY
FORREST AV
BOARDWALK LN
MEDITERRANEAN LN
Cocoa
AN RIVER DR
COCOA
FLORIDA
COCOA PLACE RE-ZONING LOCATION
June 27, 2024
Area Of Re-Zoning
Parcels
0
200
400 Feet
P20240806-121002.0.1

EXHIBIT “B”


RM-3
CHANCE LN
BOARDWALK LN
MEDITERRANEAN LN
C-G
C-N
Cocoa
AN RIVER DR
RE
C-N
M-1 Cocoa Place Re-Zoning:
RU-1-7-Single Family Residential to
C-N-Neighborhood Commercial
COCOA PL
N COCOA BLVD
PLAZA PKWY
R-P
RU-2-25
M-1
C-W
FORREST AV
RU-2-15
C-N
COCOA
FLORIDA
COCOA PLACE RE-ZONING
June 27, 2024
Area Of Re-Zoning
Cocoa Zoning
RE - Residential Estate
RU-1-7 - Single-Family Residential
RU-2-15 - Multiple Family Dwelling
RU-2-25 - Multiple Family Dwelling
RM-3 - Planned Residential for Mobile Home Park
R-P - Residential Professional
C-N - Neighborhood Commercial
C-G - General Commercial
C-W - Wholesale Commercial
M-1 - Light Industrial and Warehouse
Zoning Not Assigned
Cocoa City Boundary
0
200
400 Feet
P20240606-121002.0.2

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

09/13/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 09/13/2024

Legal Clerk

Notary. State of WI, County of Brown

1-7-25

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State of Wisconsin

Ad#10567116 09/13/2024

CITY OF COCOA
NOTICE OF PUBLIC HEARING
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE
FOLLOWING ORDINANCES:

PZ 24-00500001 COMPREHENSIVE PLAN AMENDMENT 2nd Reading | ORD 08-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR TWENTY (20) PARCELS OF REAL PROPERTY WITHIN THE CITY OF COCOA TOTALING 3.36 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG COCOA PLACE, WEST OF THE INTERSECTION OF COCOA PLACE AND NORTH COCOA BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF SAID PARCELS FROM "COMMERCIAL" TO "NEIGHBORHOOD COMMERCIAL;" PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE COMPREHENSIVE PLAN, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. TAX PARCEL ID NUMBERS:
TAX PARCEL ID 24-36-28-01-*-2, 106 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-3, 110 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-4, 114 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-5, 118 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-6, 122 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-7, 126 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-8, 130 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-9, 134 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-10, 138 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-21, 139 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-20, 135 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-19, 131 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-18, 127 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-17, 123 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-16, 119 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-15, 115 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*14, 111 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*13, 107 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-1, 865 N COCOA BLVD, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-12, 863 N COCOA BLVD, COCOA, FLORIDA 32922

- AND -

PZ 24-02100005 COCOA PLACE ZONING MAP AMENDMENT 2nd Reading | ORD 09-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF EIGHTEEN (18) PARCELS OF REAL PROPERTY TOTALING 3.1 ACRES, MORE OR LESS, AND GENERALLY LOCATED ALONG COCOA PLACE, WEST OF THE INTERSECTION OF COCOA PLACE AND NORTH COCOA BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RU-1-7 (SINGLE-FAMILY RESIDENTIAL) TO C-N (NEIGHBORHOOD COMMERCIAL DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. TAX PARCEL ID NUMBERS:
TAX PARCEL ID 24-36-28-01-*-2, 106 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-3, 110 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-4, 114 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-5, 118 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-6, 122 COCOA PLACE, COCOA, FLORIDA 32922,TAX PARCEL ID 24-36-28-01-*-7, 126 COCOA PLACE, COCOA, FLORIDA 32922;TAX PARCEL ID 24-36-28-01-*-8, 130 COCOA PLACE, COCOA, FLORIDA

32922; TAX PARCEL ID 24-36-28-01-*-9, 134 COCOA PLACE, COCOA, FLORIDA 32922; TAX PARCEL ID 24-36-28-01-*-10, 138 COCOA PLACE, COCOA, FLORIDA 32922; TAX PARCEL ID 24-36-28-01-*-21, 139 COCOA PLACE, COCOA, FLORIDA 32922; TAX PARCEL ID 24-36-28-01-*-20, 135 COCOA PLACE, COCOA, FLORIDA 32922; TAX PARCEL ID 24-36-28-01-*-19, 131 COCOA PLACE, COCOA, FLORIDA 32922; TAX PARCEL ID 24-36-28-01-*-18, 127 COCOA PLACE, COCOA, FLORIDA 32922; TAX PARCEL ID 24-36-28-01-*-17, 123 COCOA PLACE, COCOA, FLORIDA 32922; TAX PARCEL ID 24-36-28-01-*-16, 119 COCOA PLACE, COCOA, FLORIDA 32922; TAX PARCEL ID 24-36-28-01-*-15, 115 COCOA PLACE, COCOA, FLORIDA 32922; TAX PARCEL ID 24-36-28-01-*14, 111 COCOA PLACE, COCOA, FLORIDA 32922; TAX PARCEL ID 24-36-28-01-*13, 107 COCOA PLACE, COCOA, FLORIDA 32922

CITY COUNCIL PUBLIC HEARING WILL BE HELD ON:
September 24, 2024
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at marsenault@cocoafl.org.
The City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and, for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.
Public Participation Information:
The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting: https://cocoa.legistar.com/Calendar.aspx
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org .
Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: https://cocoa.legistar.com/Calendar.aspx The City is not responsible for technical difficulties that may occur while viewing or listening online.

Legislation Details (With Text)

File #:	24-553	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/12/2024			**In control:**	City Council
On agenda:	9/24/2024			**Final action:**	
Title:	Public Hearing - Conduct the final public hearing for the updated Propose Action Plan for Fiscal Year 2024-2025 and Citizen Participation Plan for submission to HUD; and authorize the Mayor to sign all subsequent certification and agreements. Authorize the City Manager to make adjustments to the FY2025 budget as necessary. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2024-2025 Action Plan updated 8-20-24.docx3.docx4.pdf CPP - 2024.pdf CDBG allocation PY24-FY25.pdf HOME allocation 2024.pdf CDBG_HOME ad final.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 12, 2024.
Agenda Date: September 24, 2024.
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Public Hearing - Conduct the final public hearing for the updated Propose Action Plan for Fiscal Year 2024-2025 and Citizen Participation Plan for submission to HUD; and authorize the Mayor to sign all subsequent certification and agreements. Authorize the City Manager to make adjustments to the FY2025 budget as necessary.

BACKGROUND:

At the May 28, 2024 City Council meeting, Staff presented CDBG allocation estimates for the City of Cocoa. After the May 28th Council meeting, Staff received the allocation for Fiscal Year 2025. The estimated allocation presented at the May 28th meeting was $128,609. The new allocation for CDBG funding for Fiscal Year 2025 is $119,567. Additionally, at the May 28, 2024 Council meeting, it was noted that the HOME funds also decreased to $63,294.02. The actual allocation after deducting the County's portion is $63,255.47.

The overall purpose of the CDBG Program is the development of viable urban communities by providing quality housing, a suitable living environment and expanding economic opportunities

principally for persons of low- and moderate income. Eligible activities include public services, public facilities and improvements, housing, code enforcement, clearance and demolition, economic development, acquisition, and disposition. At least 70% of all CDBG funds must be expended on program activities benefiting low- and moderate-income persons.

Based on priorities and goals identified in the FY 2022/2027 Consolidated Plan, the City of Cocoa developed a one-year Action Plan, which identifies community development projects that shall be undertaken between October 1, 2024 and September 30, 2025.

As required by HUD and the City's Citizen Participation Plan, an ad was placed in the Florida Today newspaper summarizing the proposed projects with the actual allocations and a 30-day public comment period. The 30-day public comment period began August 21, 2024 and ended on September 21, 2024. All comments received during the comment period were noted in the document.

Projects were advertised with funding amounts of $119,567 for CDBG in accordance to Council's approved recommendations on May 28, 2024.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR FY 2024/2025

PUBLIC SERVICES:	
Community Services Council (*meals on wheels & seniors at lunch)*	$ 4000.00
Family Promise of Brevard (rent/mortgage assistance)	$ 5,291.35
Central Brevard Sharing Center (*community kitchen)*	$ 5,000.00
Salvation Army (*meals in domestic violence shelter)*	$ 5,000.00
CDBG OTHER AND PUBLIC FACILITIES IMPROVEMENTS:	
Repayment of Section 108 Loan Guarantee	$75,362.25
ADMINISTRATION:	
CDBG Administration and Operational funds	$ 23,913.40
Fair Housing Education & Outreach	$ 1,000.00
TOTAL CDBG FUNDS: $119,567	

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR FY 2024/2025

Housing: CHDO	$9,738.60
HOME: Housing Activity	$48,693.02
HOME Administration and Operational funds	$ 4,823.85
TOTAL HOME FUNDS:	**$63,255.47**

Staff is requesting Council approve the updated, proposed FY2024/2025 Action Plan; approve the plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements. This approval is subjected to the approval of the final budget for FY 2025.

PRIORITY AREA CONNECTION:

Economic and Community Development.

BUDGETARY IMPACT:

Budgeted N/A
Staff will update the HOME Budget in FY25 with the updated HOME FUNDS of $63,256. In the current FY25 Budget (in process of adoption), the HOME estimate of $76,044 will be reduced to $63,256.

PREVIOUS ACTION:

First Reading approved on March 11, 2024
Second Reading approved on May 28, 2024

RECOMMENDED MOTION:

Public Hearing - Conduct the final public hearing for the updated Proposed Action Plan for Fiscal Year 2024-2025 and Citizen Participation Plan for submission to HUD; and authorize the Mayor to sign all subsequent certification and agreements. Authorize the City Manager to make adjustments to the FY2025 budget as necessary.

EXECUTIVE SUMMARY

Ap-05 Executive Summary – 91.200(c), 91.220(b)

1. Introduction

The City of Cocoa is a CDBG entitlement city and is solely responsible for the administration of the funds. Through interlocal agreement with Brevard County and the cities of Melbourne, Palm Bay, Titusville, and Cocoa receive HOME investment Partnership funds. Brevard County is the lead agency of the HOME Consortium.

Each year, the City of Cocoa undertakes a process which includes public input and citizen participation to develop a one year Action Plan that describes actions, projects, and programs that will take place during the upcoming year to address the priority needs and specific objectives.

2. Summarize the objectives and outcomes identified in the Plan

This could be a reinstatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The CDBG objectives for PY 2025 fit under the first national objective of benefiting low-to-moderate-income persons. That are persons with total household income of less than 80% of the area median income by household size.

- The results of the resident surveys, stakeholder interviews, public comments, and secondary data from HUD, the Census Bureau and other HUD-approved sites.
- The limitations placed on the City by HUD regulations with regards to the location of public improvements and the cap on social spending
- The existence and capacity of potential subrecipients to carry out activities.

Specific objectives identified in the Consolidated plan and the City of Cocoa's strategic plan includes the areas of housing, homelessness, special needs, and non-housing community development needs such as:

- **Housing:** Preserving existing affordable housing; producing new affordable homes in designated target areas and mixed income rental unit's city wide, providing home ownership opportunities for those wishing to own their own home, providing services to educate home buyers regarding the mortgage process, enabling homeowners through education and counseling to retain their home, and demolishing structures that are substandard and unfit for human habitation.
- Homeless: Providing transitional housing to address the increasing population impacted by current real estate market conditions and labor force reductions, establishing facilities for offenders, support activities to fill gaps in Brevard County's Continuum of Care and to respond to urgent community needs, support increased permanent supportive housing and transitional beds for persons with special needs to include housing for unaccompanied homeless youth.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects. The City continues to develop viable communities through the provision of decent, affordable, and available housing, creating suitable living environments, expanding economic opportunities, and preventing and eliminating slums and blight. Verbal feedback from citizens and businesses indicate that the City's demolition and housing rehab programs are helping to beautify neighborhoods.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section plan.

The citizen participation process included an online survey for input, meetings, as well as, two (2) public hearings. During the first public hearing, three (3) agencies spoke. The agencies were: Community Services Council (Aging Matters); The Salvation Army North Central Brevard Corps., and Family Promise of Brevard. Each agency discussed their need for continued CDBG funding and the services their agency provides to the citizens of Cocoa. At the April 2024 City Council meeting, Central Brevard Sharing Center spoke about their programs.

*A Housing and Community Development Needs survey was developed and distributed to over 9,000 residents in low income neighborhoods in Brevard County for input regarding community needs.

*A Social Service Provider Survey was developed and distributed to more than (70) providers to help determine the capacity and gap of serviced being provided throughout Brevard County, including Cocoa.

*Staff attended various meetings, both virtually and in person, to obtain citizen input, Housing Authority of the City of Cocoa monthly board meetings, Brevard County Continuum of Care Homeless Coalition, and Elevate Brevard Meeting.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

During the first public hearing, three (3) agencies spoke. The agencies were: Community Services Council (Aging Matters), The Salvation Army North Central Brevard Corps; and Family Promise of Brevard. Each agency discussed the need for continued CDBG funding and the services their agency provides to the citizens of Cocoa. At the April 2024 City Council meeting, Central Brevard Sharing Center spoke about their programs.

6. Summary of comments or views not accepted and the reasons for not accepting them

There were no comments or views not accepted.

7. Summary

The City's involvement with multiple agencies and community groups serving the needs of the low- and moderate-income persons provides ample opportunity for the City to receive information about issues affecting the low-income community. This informal forum also allows for citizens to make their needs and concerns known as well. Coordination takes time and effort. The City will continue to work towards building capacity for better coordination and achieving solid results through partnership in the years ahead.

AP-10 Consultation – 91.100, 91.200(b), 91.215(1)

1. Introduction

Housing is a critical component to ending chronic homelessness. As of February 22, 2023, Cocoa Housing Authority began working with Brevard Homeless Coalition in placing homeless individuals into housing much faster than usual. The primary manner in which the City will eliminate chronic homelessness is through its continued collaborative association with the Brevard Homeless Coalition and its support of local community-based service providers. With Brevard Homeless Coalition and support of local community-based service providers, the City will aid individuals and families in receiving the necessary services to reduce and prevent the potential of becoming homeless. These services include mortgage, rent and utility payment assistance, transitional and emergency housing, community kitchens, domestic violence funding. The primary manner in which the City will aid persons in need of services will be through the 211 Brevard referral network, an online database of community service providers.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(1).

The Brevard County Housing and Human Services Department regularly attends the Continuum of Care's (CoC0 regularly scheduled meetings. Further, the County has one staff person appointed to the CoC advisory board. The CoC, led by the Brevard Homeless Coalition (BHC) brings together over 141 service providers and individuals working in public health, mental health, housing, and special needs organizations.

The City reviews proposed capital improvements, proposed development, demolition, or disposition of public housing developments and ensures the goals, objectives, and strategies of the Authority support the priority needs addressed in the City's consolidated Plan. Primary agencies located and/or serving persons within the City: **Brevard County Family & Children's Services**-Provides food, counseling and emergency financial assistance. **Central Brevard Sharing Center**-Provides food, clothing, emergency rent, and medical/financial assistance. **Housing for Homeless Program**-Provides currently 32 units in Cocoa for homeless & special needs, 77 County-wide. Twelve units provide permanent long-term affordable housing for persons with mental illness/other special needs; ten units provide transitional housing for homeless, special needs individuals/families with children. The remaining two units are used for special services such as counseling. Also, **Housing For Homeless**- Will be proving 90 units for low-to-moderate-income citizens, which 12 units of the 90 will be for individuals/families that are working needing shelter, that cannot afford high rent. Units will be complete by the end of May 2024. **Early Learning Coalition of Brevard County**-Assists working parents in finding/paying for child care services, offers parenting classes and support groups. **Crosswinds Youth Services**-Programs for children, young people and their families, Emergency Youth

Crisis Shelter, Info & Referral Line; Community Counseling, Transitional Living Program; Foster Care, Intensive Delinquency Diversion Services, Juvenile Assessment Center, Project Safe Place, and CareerSource Brevard NextGen Services. **The Salvation Army**-Provides emergency food, clothing, counseling, financial assistance for rent, utilities & medical prescriptions. **The Salvation Army Domestic Violence Shelter**-Provides food, clothing, counseling, and housing for victims of domestic violence. **North Brevard Charities Sharing Center**-Provides food, clothing, counseling, financial assistance, emergency housing, transitional housing, and permanent rental housing. The agency has five transitional units within Cocoa. The City has several assisted housing providers funded by state and/or federal funds: Westminster Asbury South has 142 Section 8 project based rental units, Westminster North has 50 Section 8 project based rental units, Abilities at Crestview/College Pine/Windover has 51 Section 811 rental units for persons with disabilities. Arlington Apartments has 41 HUD Use Agreement rental units, Cocoa Lakes Apartments has 49 Section 8 Project based rental units, Clear Pond Estates has 72 Section 8 Project based rental units and 28 Low-income Housing Tax Credit rental units, Oak Meadows has 120 Low-income Housing Tax Credit rental units, and Clearlake Isles was completed in 2017 with 84 Low-income Housing Tax Credit over 55 rental units.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Homelessness is a prevailing situation that exists throughout Brevard County. The Housing for Homeless Agency provides supportive services, transitional housing and assistance with securing long-term permanent housing to homeless families and individuals. The City of Cocoa through Brevard County HOME Consortium provide financial assistance to the Brevard Homeless Coalition. City staff participates in a continuum of care process which recently became a 501 (C)(3) as the Brevard Homeless Coalition. This process is supported by numerous homeless providers and municipalities throughout the County. City staff attends meetings held on a monthly basis. The City of Cocoa will continue to assist homeless services providers with seeking and securing needed financial assistance for the provision of services. Those at risk of becoming homeless include one-parent families, dysfunctional substance abusers, released prison inmates, battered spouses, persons in extended employment training programs, persons receiving emergency assistance, persons in self-sufficiency programs, and households with incomes at 0%-30% AMI, paying more than 30% of their income for housing or who are doubled-up with family or friends. According to the Brevard Homeless Coalition, the homeless population recorded count for Brevard County in 2018 & 2021 an unsheltered count was not performed. **Due to the COVID19 Pandemic, there was no physical Point in Time count. 2022 count was 916,2023 count was 1052 and 2024 count were 1,116, the highest homeless count since 2015,.** These populations often require temporary and or transitional housing in conjunction with such diverse supportive services as childcare, social supports (e.g., self-help groups), health care, mental health care, substance abuse counseling and treatment, transportation, job training, and programs that address the social emotional and educational needs of children. Within Cocoa, there are a number of social service agencies and churches that provide homeless assistance programs include preventive services, short-term/housing and emergency food, clothing, and financial assistance. The following is a list of primary agencies local and serving the homeless within the City of Cocoa: **Brevard County Family & Children's Services**- Provides food, counseling, and emergency financial assistance that includes rental, utilities, medical, lodging, and transportation expenses. **Central Brevard Sharing Center**- Provides food, clothing, emergency rent, medical or financial assistance, cold weather shelter, and meals on a daily basis

Housing for Homeless Program- Provides 32 units in Cocoa for homeless and special needs, 77 countywide. Twelve units provide permanent long-term affordable housing for persons with mental illness and other special needs, ten units provide transitional housing for homeless, special needs individuals and families with children. The remaining two units are for the provision of special services such as counseling and miscellaneous support services.
The Salvation Army- Provides emergency food, clothing, counseling, and financial assistance for rent, utilities, and medical prescriptions. **The Salvation Army Domestic Violence Shelter**- Provides food, clothing, counseling, and housing for victims of domestic violence. **North Brevard Charities Sharing Center** – Provides food, clothing, counseling, financial assistance, emergency housing, transitional housing, and permanent rental housing.

The Consortium will continue to work in collaboration with non-profit and for-profit partners to carry out the goals addressing the needs of homeless persons in this Annual Action Plan, and to strengthen partnerships and build capacity with program agencies. The Brevard Homeless Coalition is a good example of developing and strengthening the Consortium's institutional structure. Each year, the Brevard Homeless Coalition continues to expand its service area by including more agencies. Currently there are more than 122 non-profit and governmental agencies in Brevard County who belong to the Brevard Homeless Coalition, including members of the Consortium. The Brevard Housing Coalition's membership includes; housing providers, health services, social service providers, and private/public agencies that address low income citizens and homeless individuals and families through networking and the coordination of funding opportunities.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.

The County does not receive Emergency Solutions Grant (ESG) funding. The NHC is the CoC lead agency and directly receives ESG funding from HUD.

As the Lead Agency Collaborative Applicant for Brevard's Continuum of Care (CoC), the Brevard Homeless Coalition (BHC) applies for and receives Emergency Solutions Grant (ESG) funding form the state, known collectively as the Unified Grant Contract. The ESG program is comprised of the following funding streams – ESG. Through a competitive Brevard CoC grant process, ESG funding is then awarded to homeless direct service providers for street outreach activities, emergency shelter programs, and rapid re-housing. Currently the BHC subcontracts ESG funding with ten service providers, including two victim service providers, and all subcontracts are tied to specific deliverables.

While municipalities in Brevard County are not currently allocated ESG funding through the CoC competitive process, the BHC advocates that direct service providers are strategically located throughout the County as to provide services within near proximity of residents in the largest cities and areas with the greatest needs.
Describe:

Brevard Homeless Coalition has set up policies and procedures for applying for and allocating ESG Grant funds. In recent years the local COC has implemented the Vulnerability Index Service Prioritization Decision Assistance Tool (VISDPAT). Utilizing HMIS, the Brevard Homeless Coalition and working Partners (to include 211) organizations can center an individual/family into HMIS and identify the level of vulnerability to the services needed. By determining the level of needs using the VISPDAT for individuals/families, the CHAT Team (a

group of local social service partners) can then assign which organization would be better suited to providing those needs. The system works to reach out and assist those families requiring ESG services, to reduce the time the family would be at risk of homelessness.

Scheduled trainings for HMIS and VISDAT intakes are available to local service providers by contacting the CHAT Team for more information.

2. Agencies, groups, organizations and others who participated in the process and consults.

1	**Agency/Group/Organization**	**Central Brevard Sharing Center**
	Agency/Group/Organization Type	**Housing Services-Housing Neighborhood Organization**
	What section of the Plan was addressed by Consultation?	**Housing Need Assessment** **Homeless Needs-Chronically homeless** **Homeless Needs-Families with children** **Homeless Needs-Veterans** **Homelessness Needs Unaccompanied Youth** **Homelessness Strategy**
	Briefly describe how the Agency/Group/Organization was consulted. **What are the anticipated outcomes of the consultation or areas for improved coordination?**	**Organization participated in community meetings, housing needs assessment, and various homelessness needs.** **Organization assisted by having client's complete written surveys.**
2	**Agency/Group/Organization**	**Aging Matters in Brevard**
	Agency/Group/Organization Type	**Services -Elderly Persons** **Service-Fair Housing** **Grantee Department** **Neighborhood Organization**
	What section of the Plan was addressed by Consultation?	**Housing Need Assessment** **Homeless Needs-Chronically homeless** **Homeless Needs-Families with children** **Homelessness Needs-Veterans** **Homelessness Needs-Unaccompanied Youth** **Non-Homeless Special Needs** **Market Analysis** **Economic Development** **Anti-poverty Strategy**
	Briefly describe how the Agency/Group? Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	**Organization participated in community meeting, housing need assessment, and various homelessness needs.** **Organization assisted by having client's complete written surveys.**
3	**Agency/Group? Organization**	**North Brevard Charities**
	Agency/Group/Organization Type	**Housing** **Services – Housing** **Services – Children** **Services – Persons with Disabilities** **Services – Victims of Domestic Violence** **Services – Homeless** **Services - Victims**

	What section of the Plan was addressed by Consultation?	**Housing Needs Assessment** **Homeless Needs – Chronically homeless** **Homeless Needs – Families with children** **Homelessness Needs – Veterans** **Homeless Needs – Unaccompanied youth** **Homelessness Strategy**

	Briefly describe how the Agency/Group/Organization was consulted. **What are the anticipated outcomes of the consultant's areas for improved coordination?**	**Organization participated in community meetings, housing need assessment, and various homelessness needs.** **Organization assisted by having client's complete written surveys.**
4	**Agency/Group/Organization**	**Emma Jewel Charter School**
	Agency/Group/Organization Type	**Services-Children** **Services-Education**
	What section of the Plan was addressed by Consultation?	**Housing Need Assessment** **Homeless Needs – Families with children** **Non-Homeless Special Needs**
	Briefly describe how the Agency/Group/Organization was consulted. **What are the anticipated outcomes of the consultation or areas for improved coordination?**	**Organization participated in the Community meetings, housing needs assessment, homeless need – families with children and homeless special needs.**
5	**Agency/Group/Organization**	**Habitat for Humanity of Brevard County**
	Agency/Group/Organization Type	**Services – Housing**
	What section of the Plan was addressed by Consultation?	**Housing Need Assessment**
	Briefly describe how the Agency/Group/Organization was consulted. **What are the anticipated outcomes of the consultation or areas for improved coordination?**	**Organization participated in community meetings held by the Consortium and provided input on housing needs.**
6	**Agency/Group/Organization**	**Housing Authority of the City of Cocoa**
	Agency/Group/Organization Type	**PHA**
	What section of the Plan was addressed by Consultation?	**Housing Need Assessment** **Public Housing Needs**
	Briefly describe how the Agency/Group/Organization was consulted. **What are the anticipated outcomes of the consultation or areas for improved coordination?**	**Organization participated in the Community meetings, housing needs assessment and public housing needs.**

7	**Agency/Group/Organization**	**Brevard County**
	Agency/Group/Organization Type	**Other government - County**
	What section of the Plan was addressed by Consultation?	**Economic Development**
	Briefly describe how the Agency/Group/Organization was consulted. **What are the anticipated outcomes of the consultation or areas for improved coordination?**	**Consulted EDC of Florida's Space Coast, Brevard County's Economic Development Office. The EDC provided Economic Development input.**
8	**Agency/Group/Organization**	**Brevard Homeless Coalition**

	Agency/Group/Organization Type	**Services – homeless**
	What section of the Plan was addressed by Consultation?	**Homeless Needs – Chronically homeless Homeless – Families with children Homelessness Needs – Veterans Homelessness Needs – Unaccompanied youth Homelessness Strategy Anti-poverty Strategy**
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	**Brevard County presented at the CoC quarterly meeting where this agency was present to provide input on community needs. Coordination between the CoC and the County creates space for CoC members to provide clear input on needs.**
9	**Agency/Group/Organization**	**The Salvation Army, A Georgia Corporation**
	Agency/Group/Organization Type	**Serviced=s – Housing Services – Victims of Domestic Violence Services – Victims**
	What section of the Plan was addressed by Consultation?	**Non-Homeless Special Needs**
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	**Organization participated community meetings held by the Consortium and provided input on housing and homelessness needs for victims of domestic violence.**

10	**Agency/Group/Organization**	**Community Housing Initiative, Inc.**
	Agency/Group/Organization Type	**Housing**
	What section of the Plan was addressed by Consultation?	**Housing Need Assessment Market Analysis**
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	**Organization participated in community meetings held by the Consortium and provided input on housing needs and the market analysis.**
11	**Agency/Group/Organization**	**Family Promise of Brevard**
	Agency/Group/Organization Type	**Housing Need Assessment Homeless Needs – Families with children Homelessness Needs – Veterans Homelessness Strategy LBGQT WITH CHILDREN**
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	**Organization participated in community meetings, housing needs assessment, and various homelessness needs.**

Identify any Agency Types not consulted and provide rationale for not consulting

All entities were considered for consultation and no entity was purposefully excluded from providing input.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Brevard Homeless Coalition	The CoC's strategic plan to address homelessness informs the County's goals and strategies.
SHIP local Housing Assistance Plan	City of Cocoa	The Plan identifies housing strategies and allows the City to create partnerships that produce and preserve affordable homeownership and multifamily housing.
2022 Planning and Priorities Document	City of Cocoa	The Housing Element is the City's chief policy document for the development of affordable and market rate housing.
Housing Authority of the City of Cocoa	Housing Authority of the City of Cocoa	The Plan identifies how the PHA will carry out the public housing program of the agency in conformity with Title VI of the Civil Rights Act of 1964, The Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Table 3 – Other local/regional/federal planning efforts

Narrative

There were no agencies that were not consulted.

AP-12 Participation – 91.401, 91.105, 91.200(C)

1. **Summary of citizen participation process/Efforts made to broaden citizen participation process and how it impacted goal-setting**

The City's Community Services Department is an integral component in the coordination between the City, agencies, groups, organizations, non-profit human service providers and the community. Brevard County, as the lead agency of the HOME Consortium, along with the City consulted with the advisory groups, including CBDG Advisory Board, Affordable Housing Council, Cocoa West Neighborhood Meetings, Clearlake Neighborhood Meetings, the Dr. Joe Lee Smith Center Community Meetings, Innovative Housing Team, the Housing Authority of the City of Cocoa, The Housing Authority of Brevard County, Re-entry Task Force, now Operation Hope, Brevard Commission on Aging, and the Brevard Homeless Coalition. These advisory groups provided information on community needs and affordable housing needs and completed the "Needs Assessment" survey. These congratulations, meetings, and surveys shaped the City's goals. The CDBG Citizen Participation Plan includes that all federal regulations regarding public comment periods and participation will be followed by the City of Cocoa. The City encourages the public to review documents concerning the CDBG Program and provide feedback when desired and needed. Representatives of participating cities of the Brevard

County HOME Consortium, Brevard County, the Housing Authority of the City of Cocoa, and other stakeholders were notified of funding and emailed from a database of interested parties. Notification was also posted in the Florida Today, a local newspaper on April 19, 2024. Various community meetings and public hearings were held on March 26, 2024 and May 28, 2024 to gather input regarding the CDBG and potential projects. Project funding was approved by the Cocoa City Council on July 9, 2024. The FY 24-25 Annual Action Plan is being made available for public comment for 30 days. An announcement of the notice of a 30-day comment period is being published in the local newspaper, Florida Today and on the city website, www.cocoafl.org. The FY24-25 Action Plan is being modified to adjust the funding numbers due to not having the most accurate numbers for the plan. An additional notice of a 30-day comment period will begin on August 21, 2024 and continue until September 21, 2024. At that time, the updated project funding will be presented at City Council on September 24, 2024. The announcement will be published on the City's website with updated information.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Hearing	Minorities Non-English Speaking Specify other language: Spanish Non-targeted/broad community Residents of Public and Assisted Housing	Notice was posted on April 19, 2024 in Florida Today of first public hearing on May 28, 2024 to receive comments on the City's FY24/25 Action Plan	During the first public hearing three (3) agencies spoke. The agencies were: Central Brevard Sharing Center, The Salvation Army, and Family Promise of Brevard. Each agency discussed the need for continued CDBG funding and the services their agency provides to the citizens of Cocoa.	There were no comments not accepted	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)

2	Newspaper Ad	Minorities Person with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Notice was posted on April 19, 2024 in Florida Today of final hearing on June 18, 2024 to receive comments on the City's FY24-25 Action Plan.	There were no comments received	There were no comments not accepted	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	Minorities Non-English Speaking Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Staff attended the Cocoa Housing Authority Board meeting on May 13, 2024	No comments were received	There were no comments not accepted	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of contents received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Minorities Non-English Speaking Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Notice was posted on April 19, 2024 in Florida Today of final public hearing on June 18, 2024 to receive comments on the City's FY24-25 Action Plan	There were no comments received	There were no comments not accepted	

AP-15 Expected Resources – 91.420(b), 91.22(c)(1,2)
Introduction

Members of the HOME Consortium participate as member agencies and has staff on the board of the Brevard Homeless Coalition (BHC), which serves as the lead agency for the Continuum of Care (CoC). The BHC receives funding from HUD to support service delivery to those experiencing homelessness. The CoC General Membership, which includes HOME consortium staff, has completed their 2023-2026 Strategic Plan, along with associated yearly action plans. Brevard County staff has a leadership position within the CoC general membership as a member of the CoC Advisory Council. The 2023-2026 Strategic Plan establishes goals and objectives in the core areas of: strengthening, the foundation of the CoC; reducing homeless for vulnerable populations; preventing housing instability through education, healthcare, and case management; building homes, shelter beds, resources, and partnerships; and sharing stories of the CoC, and individuals and families experiencing homelessness.

Brevard County and each member of the HOME Consortium also use CDBG funding to support nonprofits in their delivery of services to the community. These services may vary by year, but the services are generally targeted at those experiencing homelessness and low moderate-income families.

One year Action Plan released for public comment are based on the funding allocation announcement to the City of Cocoa for FY2024-2025 in the amount of $119,567.00. The City of Cocoa will request citizen comment on this planned process for the allocation of federal

funding for FY 2024-2025. All CDBG funded activities are proportionally increased or decreased from the estimated funding levels to match actual allocation with the following exceptions: General Administration, Planning, and Fair Housing are capped at 20% of the CDBG allocation based on HUD limits size. Targeted Public Services allocation is capped at 15% of the CDBG allocation based on HUD.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Annual Allocation: $	Program Income: $	Prior Year Resources $	Total: $	Expected Amount Available Remainder of ConPlan $	Narrative Description
CDBG	Public-Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	23,913.40	0	0	23,913.40		Community Development Block Grant (CDBG) funds will be used for housing, Public improvements, public services, demolition, admin and planning. Previous program years resources are based on CAPER 2023 (PR26)
CDBG	Public - Federal	Public Services	19291.35	0	0	19291.35		

CDBG	Public – Federal	Section 108 Loan Repayment	74,553.85	0	0	75,362.25		
CDBG	Public- Federal	Fair Housing Outreach and Education	$1,000	0	0	$1,000		

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG and HOME funds received by the City will be used along with State grants received to address housing, public service, and community development needs within the City. The City of Cocoa has minor funding available through the State Housing Initiative Partnership (SHIP) for SFY22-23 $188,916, and SFY 23-24 $288,460, and an estimated $157,077.00 for SFY 24-25. SHIP funds also provide a match requirement for HOME funds. Twenty percent (20%) of SHIP funds will be used to assist special needs households. In addition, all Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs. Agencies that are funded with CDBG funds will be strongly encouraged to seek additional resources to serve low income residents of Cocoa. The Section 108 Loan, $894,000.00 was approved by HUD. The City allocated FY2018-2018 funds in the amount of $190,000.00 towards Park improvements at the Dr. Joe Lee Smith Center. The funds paid a portion of the $4,525,000 to construct a new 16,000 square foot community center, dedicated to serving the needs of lower income residents of the City through recreational activities, multi-programming services and health care program. The Dr. Joe Lee Smith Center is located in Census Tract 626, which is 25% below poverty line. Principal payments for the Section 108 began on March of 2021 with CDBG funding and continues annually until paid off. All Public Services continue to serve and provide services through food, rent, and mortgages.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address needs identified in the plan

The City of Cocoa currently owns a 22 lot (Michael C Blake) subdivision and approximately 13 infill lots. The City owns the following vacant lots:

629 S Georgia Avenue, 1110 Grove Avenue, 1970 Furman Court, 1059 Olive Street,
1050 Bellefonte Avenue, 712 Stone Street, 1101 Avon Place, 514 S. Wilson Avenue,
801 Eden Street, 805 Temple Street, 804 Barbara Jenkins Avenue, 619 Stone Street,
And 320 Loquat Avenue.

The City may develop these lots for the owner-occupied housing in whole or in part with SHIP funds.

The City of Cocoa published resolution 2024-021 in accordance with Florida Statue 166-0451.

Discussion

The City of Cocoa will use all available funds and seek additional resources to address the needs identified in the plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives – 913420, 91.220(c) (3) &(e)

Goals Summary Information

Set Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Fair Housing Compliance, Testing and Outreach	2022	2027	Affordable Housing	Citywide	Neighborhood Services	CDBG: $1,000	Other 18000 Other
2	Housing Rehabilitation	2022	2027	Affordable Housing	Citywide	Affordable Housing	CDBG: $0.00	Homeowner Housing Rehabilitated: 0 Household Housing Unit
3	Spot Demolition/Clearance	2022	2027	Spot Slum/Blight removal	CENSUS TRACT 626 Census Tract 623	Neighborhood Services	CDBG: $0	Buildings Demolished: 0 Buildings
4	Public Services	2022	2027	Non-Housing Community Development	Citywide	Public Services	CDBG: $19,291.35	Public Service activities other than Low/Moderate Income Housing Benefit: 1210 Persons Assisted
5	Repayment of Section 108 Loan Guarantee	2022	2027	Non-Housing Community Development	CENSUS TRACT 26	Public Facilities Improvements	CDBG: $75,362.25	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1300 Persons Assisted
7	Planning and Administration	2022	2027	Non-Housing Community Development Administration	Citywide	Affordable Housing Homebuyer Program Public Facilities Improvements Neighborhood Services	CDBG: $23,913.40	Other: 1 Other

Goal Descriptions

1	**Goal Name**	Fair Housing Compliance, Testing and Outreach
	Goal Description	Consistently checking for updates to stay within compliance
2	**Goal Name**	Housing Rehabilitation
	Goal Description	
3	**Goal Name**	Spot Demolition/Clearance
	Goal Description	
4	**Goal Name**	Public Services
	Goal Description	
5	**Goal Name**	Repayment of section 108 Loan Guarantee
	Goal Description	Continue to pay until complete
6	**Goal Name**	Planning and Administration
	Goal Description	

AP-35 Projects – 91.420, 91.220(d)

Introduction

Each Year the City of Cocoa undertakes a process which include public input and citizen participation to develop a one year Action Plan that describes actions, projects and programs that will take place during the upcoming year to address the priority needs and specific objectives identified in the strategic plan section of the five year Consolidated Plan. CDBG funding will be used for administrative and general oversight of the CDBG Program; fair housing training, outreach and testing; repayment of a Section 108 Loan Guarantee; and public service programs providing meals for the elderly, meals for those at homelessness or at risk of homelessness, domestic violence prevention, and case management to at risk of homelessness individuals/families, housing rehabilitation and demolition with program income received throughout the year, as allowed. HOME Program funding will be used for administration and general oversight of the HOME program and development of affordable homeownership opportunities in partnership with local developers, Community Housing Development Organizations, and the Consortium.

Table 7 – Subrecipients

1	**Central Brevard Sharing Center**
#2	**Community Services Council**
#3	**Family Promise**
#4	**The Salvation Army**
#5	**Section 108 Loan**

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Funding priorities annually is determined primarily by the results (identification of needs and priorities) of the annual citizen participation process, and through committee evaluation of competitive grant applications submitted by eligible sub-recipients and third-party developers. Approximately 80% of available project funds are awarded through formal RFP process. The basis for determining these awards includes basic project eligibility, applicant capacity, and proposed benefit for the low and moderate income community, and leveraging of other funding resources. City initiated activities including planning

and program administration fair housing testing, outreach and training, public facilities and improvements and repayment of a Section 108 Guarantee typically account for the remaining 85% of projects.

City initiated activities are also targeted at community needs identified during the annual citizen participation process and Council support of priorities identified in the City's Comprehensive and Capital Improvement Plan processes. Public service projects selected for funding will provide a direct benefit too low to moderate income clientele City-wide. These benefits are targeted to all persons whose household income falls below 80% of the median income and whose residence lies within the city limits, and the region's homeless population.

AP-38 Project Summary

Project Summary Information

1	Project Name	Central Brevard Sharing Center/Public Service
	Target Area	City wide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $5,000
	Description	Providing emergency services to those in our community who are struggling to obtain life's most basic needs
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	An estimated number of 500 participants
	Location Description	The Central Brevard Sharing Center will be city wide and the emergency services will be administered at CBSC 113 Aurora St. Cocoa, FL 32922
2	Project Name	Community Services Council
	Target Area	City wide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $4000
	Description	Agency will provide services to seniors that include the Meals on Wheels Program and the Seniors at Lunch Program
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	An estimated number of 50-100 participants
	Location Description	Community Services Council will be City wide and the services will be administered at 3600 W King Street Cocoa, FL 32922
3	Project Name	Family Promise
	Target Area	City Wide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $5291.35
	Description	A non-profit organization committed to leveraging the strength of our community to empower and elevate families facing homelessness, also assist in paying utilities
	Location Description	Agency will provide services at Family Promise 114 First Street Cocoa, FL 32922
	Target Date	9/30/2025
4	Program Name	The Salvation Army
	Target Area	City wide
	Goals Supported	Public Services
	Needs Addressed	Public Services

	Funding	CDBG: $5000
	Location Description	Serving adult, and child survivors of domestic violence, services provided at 919 Peachtree Street Cocoa, FL 32922
	Target Date	9/30/2025
5	Program Name	Section 108 Loan Repayment
	Target Area	CENSUS TRACT 626
	Goals Supported	Repayment of Section 108 Loan Guarantee
	Needs Addressed	Public Facilities Improvements
	Funding	CDBG:
	Description	The City of Cocoa is currently repaying loan for Joe Lee Smith Community center with census tract 626. Office space has been provided for non-profit agencies to serve low income residents.
	Target Date	
	Estimated number and type of families that will benefit from the proposed activities	All residents in target census tract are predominantly low income
	Loan Description	Census Tract 626 is predominantly low income, Site address 419 Washington Avenue, Cocoa, FL 32922

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Cocoa is a total area of 15.4 square miles and a population of 19,653 according to BEBR 2021. Within the City, there are two (2) established Community Redevelopment Areas (CRA), the Cocoa (Downtown) CRA and the **Diamond Square CRA Census Tract 626, with Block Group 1 & 2, low target area**. Created in 1981, Cocoa CRA encompasses Census Tract 627, currently known as 715 Block Group 2, and is the most established of the two. The area more commonly known as "Historic Cocoa Village" has experienced a boom in development especially along the banks of the Indian River. However, the area west of Florida Avenue is known as the Heart of Cocoa and is a Federal Consent Decree. Unfortunately, the 2000 Census combined all of CT627 into one block group, thereby reducing the impact of low/moderate income people residing in the Heart of Cocoa. The 2010 Census combined CT627 with CT622, and is now CT 715.

The Diamond Square CRA is located within CT626, and is even more depressed with 25% of its residents being below poverty. The population, according to the 2020 Census, is estimated to be at 3,190, resulting in an increase of 3% since 2010. As of 2021 ACS estimate population, 23% are White, 50% are Black or African American, 13% are Hispanic or Latino and Other is 14%. These areas are also a designated Florida Brownfields Area. The area encompasses all of Diamond Square CRA, and the Heart of Cocoa area. These areas are the focus for the majority of CDBG and HOME funded programs. However, funds are not restricted to only these areas, but are available throughout the City for activities that qualify for assistance under HUD guidelines. In fact, the 2020 Census indicates that 13% percent of the citizens of Cocoa are living below the poverty line. The highest concentration of low/moderate income persons are found in the CT626, known as the Diamond Square RDA, according to the 2022 ACS, 13% of the residents in the area are low/moderate. According to the 2022 American Community Survey (ACS) 5-Year Estimates the median household income for the City is $45,011. The median household income for Census Tract 626 is $38,542. See map of Redevelopment Areas in Appendix.

Geographic Distribution

Target Area	Percentage of Funds
CENSUS TRACT 626	70
Census Tract 623	25
City wide	3

Table 1 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The basis for allocating investments within the low-income census tracts was completed through the citizen participation process, which identified the needs within the City. The City is not only attempting to meet the needs of the community but also affirmatively further fair housing. It is essential to engage in not only community building activities and fund needed improvements in low and moderate income areas but also to provide opportunities for residents to live in non-impacted areas.

See map of 2020 Census Tracts and Blocks in appendix.

Discussion

The City has sought to invest in programs that reduce or eliminate slum and blight and promote ownership so as to diffuse the threat of creating concentrations of poverty. Through the City's homebuyer program and housing repair programs the City seeks to encourage the development of affordable housing. At the same time, households with limited incomes often prefer to reside in locations that have access to community services such as public transportation, anti-poverty programs communities that have the strength of ethnic diversity and communities that provide faith-based and family-based supports.

The City of Cocoa does not have a Neighborhood Revitalization Strategy Area (NRSA).

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Cocoa, in collaboration with the Brevard County HOME Consortium, has developed the following actions which address obstacles to meeting underserved needs, fostering affordable housing, reducing lead-based paint hazards, reducing the number of poverty level families, developing institutional structures, and enhancing coordination between public and private housing and social service agencies.

The major obstacle to meeting all underserved needs remains the lack of financial resources as identified in the five (5) year Consolidated Plan and Annual Action Plan. To overcome this obstacle, the City of Cocoa will continue to seek other sources of funding and develop viable partnerships with other service providers to enhance the availability for underserved populations such as seniors, homebound frail elderly, the physically and developmentally disabled, victims of domestic violence, and infants and youth within the City.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In order to continue and encourage the creation of new affordable housing within the City of Cocoa and to preserve and augment the residential character of the RU-2-10 Single Family and Multi-Family Dwelling District within the Community Redevelopment Area (CRA) of the City, the City created a Housing Bonus Program to provide a transferable floor area bonus for the development of new affordable housing within the CRA. For each newly constructed unit of qualifying affordable housing as defined in subsection (C) of the Housing Bonus section of the Cocoa Code, a developer is entitled to an increase of floor area for new construction within the Central Business District.

The City adopted a SHIP Local Housing Assistance Plan that put into place expedited permitting policies and procedures to ensure that affordable housing projects receive priority processing. On February 14, 2006, City Council adopted Resolution No. 2006-20 waiving building permit and inspection fees for City projects or projects completed on City property.

Requests for a reduction of parking and/or setback requirements for affordable housing will be reviewed by the city staff and the appropriate board (Planning & Zoning, Board of Adjustment) and/or City Council. Any reductions will be allowed on a case by case basis if appropriate through development agreements. Development agreements must be approved by City Council. Since 2007, the City has entered into three (3)

Discussion

These endeavors will increase the availability of housing within the City, and will move the City closer to its goal of developing viable relationships with non-profit housing development organizations and developers for the development of decent, affordable, and accessible housing throughout the City. The City of Cocoa's Housing Staff partners with the private sector partners known as the Innovative

Housing Group made up of locally invested partners from attorneys to the banking industry, to a CHDO partner, local builders, and involved citizens/ organizations wanting to develop solutions to affordable housing. In conjunction, staff also attends meetings with the Cocoa Housing Authority. Staff continually communicates with Community Housing Initiative (CHI) to discuss opportunities in Homeownership. We discuss patterns in the local housing market, and stock to adjust agreements in serving citizens better. Through our SHIP allocation, the City of Cocoa is not required to form an AHAC. However, because of the Innovative Housing Group, the Cocoa Housing Authority Board meetings, the Diamond Square CRA Committee meetings, and our Public Services with Subrecipients, conversations to solutions on affordable housing identifies barriers to formulate plans.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City of Cocoa, in collaboration with the Brevard County HOME Consortium has developed the following actions which addresses obstacles to meeting underserved needs, fostering affordable housing, reducing lead-based paint hazards, reducing the number of poverty level families, developing institutional structures, and enhancing coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The major obstacle to meeting all underserved needs remains the lack of financial resources as identified in the five (5) year Consolidated Plan and annual Action Plan. To overcome this obstacle, the City of Cocoa will continue to seek other sources of funding and develop viable partnerships with other service providers enhance the availability of underserved populations such as, seniors, homebound frail elderly, the physically and developmentally disabled, victims of domestic violence, and infants and youth within the City.

Actions planned to foster and maintain affordable housing

Most of the City's HOME and CDBG funding is used to support programs that support decent and affordable housing opportunities for low/moderate income individuals. In FY 2008-2009 the City partnered with North Brevard Sharing Center (NBSC) for a Transitional Housing Program. Through this program five (5) homes were purchased, rehabilitated, and made available to low/mod income families facing hardship and homeless. The program provides affordable rent for up to 24 months, giving families the opportunity to build their finances and find a permanent home.

The City has partnered with Space Coast Habitat, recognized as the first Female Veteran's Village, for United States Female Veterans wanting to be First Time Homebuyers, in the Nation. For fiscal year 2022-2023 the project is scheduled to complete with 3 more homes in construction, for a total of 6 completed homes. The City has worked to allocate HOME funding dollars for First Time Homebuyers with a Purchase Assistance Program.

To continue fostering and maintaining affordable housing, the City has allocated prior year CDBG funds for the Housing Rehab Program.

In order to continue encouraging the creation of new affordable housing within the City of Cocoa and to preserve and augment the residential character of the RU-2-10 Single Family and Multi-Family Dwelling District within the Community Redevelopment Area (CRA) of the City, the City created a Housing Bonus Program to provide a transferable floor area bonus for the development of new affordable housing within the CRA. For each newly constructed unit of qualifying affordable housing as defined in subsection (C) of the Housing Bonus section of the Cocoa Code, a developer is entitled to an increase of floor area for new construction within the Central Business District.

And finally, in July 1994, the City adopted a SHIP Local Housing Assistance Plan that put into place expedited permitting policies and procedures to ensure that affordable housing projects receive priority

processing. On February 14, 2006, City Council adopted Resolution No. 2006-20 waiving building permits and inspection fees for City projects or projects completed on City property.

Requests for a reduction of parking and/or setback requirements for affordable housing will be reviewed by the city staff and the appropriate board (Planning & Zoning, Board of Adjustment) and/or City Council. Any reductions will be allowed on a case by case basis if appropriate through development agreements. Development agreements must be approved by City Council.

These endeavors will increase the availability of housing within the City, and will move the City closer to its goal of developing viable relationships with non-profit housing development organizations and developers for the development of decent, affordable and accessible housing throughout the City.

Actions planned to reduce lead-based paint hazards

The City will take the following actions to reduce lead-based paint hazards:

- Continue to implement the Lead Safe Housing Rule and will ensure that all homes built prior to 1978 are inspected by qualified hazard evaluation professional and all mediation is performed by certified lead hazard contractors.
- Ensure that contractors who perform renovation, repairs, and painting jobs in pre-1978 housing and child-occupied facilities, before beginning work, provide owners, tenants, and child-care facilities with a copy of EPA's lead hazard information pamphlet Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools and document compliance with this requirement; EPA's pre-renovation disclosure form.
- Ensure that lead hazard reduction be performed according to 24 CFR 35.930 on units testing positive and ongoing maintenance, monitoring and cleaning be ongoing for properties that maintain a relationship with the County/cities.
- Ensure that contractors follow three simple procedures:

1. Contain the work area. The area should be contained so that dust and debris do not escape from that area. Warning signs should be put up and heavy-duty plastic and tape should be used as appropriate: Cover the floors and any furniture that cannot be moved. Seal off doors and heating and cooling system vents. These will help prevent dust or debris from getting outside the work area. 2. Minimize dust. There is no way to eliminate dust, but some methods make less dust than others. For example, using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them are techniques that generate less dust than alternatives. 3. Clean up thoroughly. The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area should be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include using a HEPA vacuum to clean up dust and debris on all surfaces, followed by Wet-mopping with plenty of rinse water. The City will also integrate into its housing policies and programs the Final EPA Renovation & Remodeling Rule implemented on April 22, 2010. The Final Rule will ensure that persons performing renovations and dust sampling are properly trained; renovators, dust sampling technicians and firms performing these renovations are certified; lead-safe work practices are followed during renovations; providers of renovation and dust sampling technician training are accredited; and owners and occupants of target housing and child-occupied facilities receive

information on lead-based paint hazards before renovations begin. The purpose of integrating the Final Rule into policies and procedures is to reduce potential exposure to dangerous levels of lead resulting from disturbing lead-based paint in older housing.

Actions planned to reduce the number of poverty-level families

The anti-poverty strategy is the unifying thread that ties the housing, homeless, public housing and non-housing community development strategies together as one comprehensive plan for reducing the number of poverty-families. The strategic plan, goals and objectives noted throughout this document promote self-sufficiency and empowerment.

The City of Cocoa will coordinate efforts among its many partner organizations to ensure that the goals outline in the Consolidated Plan are met within the one year Action Plan. These partners include the Housing Authority of the City of Cocoa, neighborhood residents, representatives of health and human service agencies, businesses, faith-based organizations, non-profit and for-profit developers, and local lenders.

The key goals of the City's anti-poverty strategy and five year Consolidated Plan are as follows: provision of adequate and affordable housing; neighborhood stabilization; elimination of substandard housing; and the availability of special needs housing.

The following are CDBG public service agencies and percentage of area to be served in FY 2022-2023: Community Services Council (Meals on Wheels and Congregate dining) - 95% of $6673.30 will be expended in target areas; Central Brevard Sharing Center (Nutritional meals at center) - 100% of $6548.72 will be expended in target areas; Salvation Army (Shelter and meals provided to victims of domestic violence) - 100% of $6000.00 will be expended in target areas.

The Housing Authority of the City of Cocoa (HACoC) was established in 1953 with the construction of Barlow Homes and the Peter Young Complex. In 1961-65, three (3) additional projects were added:

Peachtree Manor, Brockington Home, and the Pineda Homes/Moore Homes Complex.

The area is one of two primary traditional African American settlement sites dating back to the early 1900's, and at one time was blessed with a thriving neighborhood-serving commercial corridor, Stone Street. In 1997, the area was designated a Community Redevelopment Area, called Diamond Square CRA; and in 2003, was designated as a Florida Enterprise Zone (EZ 0501).

The Brevard HOME Consortium is served by three Public Housing Authorities:

- Housing Authority of the City of Titusville, which serves the City of Titusville;
- Cocoa Housing Authority, which serves the City of Cocoa;
- Housing Authority of Brevard County, which served the unincorporated areas of Brevard County, and the City of Melbourne

Each Public Housing Authority (PHA) has its own set of strategies to meet the needs of low-income residents and current residents of properties managed by each PHA. Some specific actions planned by

each PHA as described below.

Brevard County Housing Authority

- In 2024-2025 plans to develop 216 apartments for elderly and disabled in Palm Bay
- Also developing a multi-family property in Merritt Island in 2024-2025
- Intend to expand administrative offices in 2024-2025 to better serve clients
- Continue to issue Project-based vouchers for new construction and/or substantial rehabilitation for individuals and families in need of housing

Cocoa Housing Authority

- The PHA currently has vacant land that can be developed for affordable housing and its current goal is to develop at least 70—150 apartments for senior citizens within the next 5 years.
- The PHA also has vacant land that is zoned for commercial use and could be sold. The proceeds of sale could be used to purchase additional land for more affordable housing development. This idea is being considered by the CHA Board of Commissioners.
- The PHA is deeply involved with 327 former public housing apartments which have been converted to RAD/PBRA. These homes serve the same lower income households they have always served. The average adjusted gross income by household size is approximately 20% of Area Median Income (AMI) by household size.
- Offering Purchase Assistance classes along with down payment assistance to support homeownership to residents.
- Inviting Housing Authority staff to attend various advisory council meetings and participate in annual action planning activities.
- Notifying Housing Authority staff and residents of social service programs which would benefit residents.
- Notifying Housing Authorities of Request for Proposal opportunities.

The Consortium members will review the Housing Authorities Annual Plans, and certify consistency with the Consortium's Consolidated Plan. A variety of activities will be provided during the year to encourage public housing residents to become more self-sufficient and participate in homeownership.

Housing Authority of the City of Titusville

- The housing Authority continues to complete renovations by modernizing units as they are vacated rather than moving sections to renovate the units all at once. This decrease the number of offline units and efficiency in completing them.
- Areas of focus for modernization includes rehabilitation of family units within the neighbors and elderly units at the Titusville Towers ALF.
- The Housing Choice Voucher, Section 8 staff continues to reach out to the property owners in support of housing under the voucher program. The current rental market makes it challenging to recruit affordable housing opportunities for voucher holders.

Actions planned to develop institutional structure

The City of Cocoa will continue to seek and provide training for staff that promotes efficiency and effectiveness in the administration of the CDBG and HOME Programs. Training shall include venues offered by HUD, the Florida Community Development Association, fair housing organizations, and the Florida Housing Coalition, etc. In addition, the City will continue to build relationships with non-profit and for-profit housing providers and developers to support and enhance its housing development strategy. Finally, the City will continue to work collaboratively with municipalities, non-profit and private entities throughout the State to develop and strengthen its capacity to carry out programs within the City.

Actions planned to enhance coordination between public and private housing and social service agencies

Brevard County HOME Consortium members include Brevard County, the cities of Cocoa, Titusville, Melbourne & Palm Bay. To facilitate communication with other local housing nonprofit organizations, members of the Consortium convene monthly to share federal & state housing program updates, to engage in discussions of local housing programs and initiatives. Cocoa has a number of social service agencies and churches providing homeless assistance programs to include preventive services, short and long-term housing, emergency food, clothing and financial assistance. The following list of primary agencies are supported by the City of Cocoa & the Brevard Homeless Coalition (BHC) which provide services to the homeless population: **Brevard County Family & Children Services** - **Central Brevard Sharing Center** –**Housing for the Homeless of Brevard County - WIN (When-In-Need) Program** - **Early Learning Coalition of Brevard** - **Crosswinds Youth Services** - **The Salvation Army** - **The Salvation Army Domestic Violence Shelter** - **Catholic Charities of Central Florida** -The City will continue to partner and support the listed agencies to address the specific objectives of the Strategic Plan which are: help low income families avoid homelessness; establish facilities for substance abusers, mentally ill, and dually diagnosed; and support case management services for ex-offenders; support activities to fill gaps in Brevard County's Continuum of Care; respond to urgent community needs; and increase permanent supportive housing & transitional beds for persons with special needs to include housing for unaccompanied homeless youth. The Florida Legislature has awarded $500,000 to **My Community Cares, Inc. for The REENTRY Center of Brevard,** which is located in Cocoa, Census tract 626. The reentry needs of Brevard County which ranks eleventh in the state with men and women returning from prison to the community. **The Reentry Center of Brevard** is the culmination of years of perseverance and dedication put forth by My Community Cares, the Reentry Task Force of Brevard and the Brevard Homeless Coalition. Case management was provided to approximately 145 clients. There has been an increase in the need of transitional housing since clients do not qualify for most housing programs. The Reentry Center of Brevard has paid for clients' transitional housing over the last year. Additionally, an increase of food insecurity with clients has been recorded and the program has provided free food. Lastly, there has been an increase of mental health service needs and The Reentry Center of Brevard has paid for mental health treatment. The Reentry Center of Brevard is now Operation New Hope, which provides comprehensive case management support, soft/hard skills training, job replacement and family reunification to people with a criminal record, in order to break the cycle of incarceration and poverty.

Discussion

The City of Cocoa will use its limited financial resources to address the needs identified in this plan. See attached budget sheet for FY2023-2024.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The City of Cocoa receives an annual allocation of CDBG funds as an entitlement city. HOME funds are received as part of the Brevard County HOME Consortium. The questions below have been completed as they are applicable.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	178,675.25
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

Discussion

At this time, the City of Cocoa does not anticipate receiving Program Income, surplus funds from urban renewal settlements, grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan, or income from float-funded activities during FY2022-2023. The City of Cocoa received a Section 108 Loan in the amount of $894,000. Repayments for the Section 108

Loan began in March, 2021 in the amount of $150,000. The City will track revenues received from the project. However, it is not anticipated that the amount of revenue received will exceed $15,000.

Final Statement of CDBG Projects for FY 2024-2025

(Allocation consists of $119,567.00)

PUBLIC SERVICES:

Community Services Council (meals on wheels & seniors lunch)	$4000.00
Central Brevard Sharing Center (community kitchen)	$5000.00
Salvation Army (meals in domestic violence shelter)	$5000.00
Family Promise (rental/mortgage assistance, emergency shelter)	$5291.35

CDBG OTHER AND PUBLIC FACILITIES IMPROVEMENTS:

Repayment of Section 108 Loan	$ 75,362.25

CDBG ADMINISTRATION:

CDBG Administration and Operational Funds	$ 23,913.40
Fair Housing Education & Outreach	$1,000.00

TOTAL CDBG FUNDS: $119,567

FINAL STATEMENT OF HOME PROJECTS FOR FY 2024- 2025

HOUSING: CHDO	$ 9,738.60
HOME: Housing Activity	$ 48,693.02
HOME: Administration and Operational Funds	$ 4,823.85

TOTAL HOME FUNDS: $63,255.47

CITIZEN PARTICIPATION PLAN

CITY OF COCOA

COMMUNITY SERVICES DEPARTMENT

NEIGHBORHOOD SERVICES DIVISION

May 2024

Federal funds provided by the
U.S. Department of Housing and Urban Development
Office of Community Planning and Development

Under Review by the City of Cocoa City Council
(This version supersedes prior versions of the Citizen Participation Plan)

In accordance with CFR 24, Part 91 and Part 5, Subpart A, Section 5.158, the City of Cocoa is required to develop a Citizen Participation Plan and is hereby certifying that the following policies and procedures are being undertaken:

CONSULTATION

- When preparing the Citizen Participation Plan, the Consolidated Plan, the annual Action Plan, the Assessment of Fair Housing (AFH), and the Section 108 Loan Program, the City shall consult with other public and private agencies which provide housing, health, and social services (including those agencies focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons).

- When preparing the portion of the Consolidated Plan concerning lead-based paint hazards, the City shall consult with State or local health and child welfare agencies. The City shall examine existing data related to lead-based paint hazards and poisonings, including health department data on the addresses of housing units in which children have been identified as lead poisoned, if available.

- The City shall consult with local government agencies with metropolitan-wide planning responsibilities, particularly for problems and solutions that go beyond the City's jurisdiction.

- The City shall consult with the local public housing agency participating in an approved Comprehensive Grant program concerning consideration of public housing needs and planned Comprehensive Grant program activities. The City shall encourage the participation of residents of public and assisted housing developments in the process of developing and implementing the Consolidated Plan, Fair Housing Assessment, and the Section 108 Loan Program along with other low-income residents of targeted revitalization areas in which the developments are located. The City shall provide information to the housing agency about Consolidated Plan activities related to its developments and surrounding communities so that the housing agency can make this information available at the annual public hearing required under the Comprehensive Grant program. Also, the City shall cooperate in providing resident programs and services and will help ensure that activities with regard to local drug elimination, neighborhood improvement programs, and resident programs and services, funded

under the public housing program and those funded under a program covered by the Consolidated Plan are fully coordinated to achieve comprehensive community development goals.

ENCOURAGEMENT OF CITIZEN PARTICIPATION

Regulatory Requirements

The regulations require that the CPP outline the jurisdiction's process for encouraging citizen participation and input from stakeholders such as local and regional institutions, public housing authorities, Continuums of Care, and other organizations such as businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations in the development of the Con Plan, AAP, CAPER, and fair housing plan. The jurisdiction should encourage participation by low- and moderate-income persons in the community, non-English speakers (or those who speak English less than very well), and persons with disabilities.

The process of citizen participation shall be provided on a community-wide basis, to encourage citizens to participate in the development of the Citizen Participation Plan, the Consolidated Plan, any substantial amendments, annual Action Plan, and performance reports with particular emphasis on participation by persons of low- and moderate-income, particularly those living in slum and blighted areas and in areas where Community Development Block Grant (CDBG) funds are proposed to be used. The City will encourage the participation of all citizens, including residents of predominately low- and moderate-income neighborhoods, minorities, non-English speaking persons and persons with disabilities. All plans and reports shall be in a format accessible to persons with disabilities, upon request. Notices of public hearings and meetings will be circulated to local churches, made available to community groups, organizations and interested persons. Notices will be posted at strategic locations throughout the City, as well as advertised in a newspaper of general circulation.

The City will provide timely and reasonable notice to the public to receive comments on the Consolidated Plan, annual Action Plan, substantial amendments, and performance reports during the planning year. All comments will be reviewed by the City and shall be considered prior to the adoption of the particular plan or document. The City shall respond to any written responses or comments within fifteen (15) working days, where practical. The City will consult with the public housing agency to notify them of the

availability of funding in relation to their housing needs and to provide information on the priority housing and non-housing needs for residents of public and assisted housing in the development of the Consolidated Plan and annual Action Plan. The City shall make available any performance reports to citizens and provide them reasonable notice and opportunity to comment. Reports shall be advertised in a newspaper of general circulation no less than fifteen (15) days prior to submission to U. S. Department of Housing & Urban Development.

FAIR HOUSING

In coordination with the Con Plan process, the County prepares a fair housing plan and reports annual progress toward the identified fair housing goals and actions in the CAPER.

In accordance with new regulatory requirements at 24 CFR Part 5, 24 CFR 5.158 and 5.164, community consultation and citizen participation will be encouraged in preparing and revising the City's Assessment of Fair Housing (AFH) to affirmatively further fair housing. The AFH will be prepared and submitted with each new five-year consolidated plan.

Fair housing plans typically contain the following sections:

- A summary of the citizen and stakeholder engagement conducted by the County to gather input from the community on the fair housing issues impacting each jurisdiction included in the plan.
- An analysis of the demographic composition of persons residing in each jurisdiction included in the plan.
- An assessment of the fair housing issues that restrict fair housing choice or access to opportunities.
- An assessment of the contributing factors that create, contribute to, perpetuate, or exacerbate one or more of the identified fair housing issues.
- An identification of the Consortium's fair housing goals and actions to address the identified fair housing issues in each jurisdiction.

DEVELOPMENT OF THE CONSOLIDATED PLAN

The City of Cocoa shall make available to citizens, public agencies, and other interested parties information that includes the amount of assistance the City expects to receive (including grant funds and program income) and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income. The City shall indicate a plan for minimizing displacement of persons as a result of activities assisted with federal funds and to assist persons displaced as a

result of such activities, specifying the types and levels of assistance the City shall make available (or require others to make available) to persons displaced, even if the City expects no displacement to occur. This will be accomplished via community meetings, public hearings, legal notices and posted notices at City Hall and throughout the community.

Also, the City shall make available in a newspaper of general circulation, a summary of the consolidated Plan, describing its contents and purpose, a list of the locations where copies of the entire proposed Consolidated Plan may be examined, and where the copies of the entire document can be reviewed. Copies of the Consolidated Plan, Assessment of Fair Housing, and Section 108 Loan Program Project will be provided at City Hall, the local library, and at the Brevard County Housing & Human Services Department. A reasonable number of free copies of the plan to citizens and groups shall be available upon request. The Plan process will provide for at least one public hearing during the development of the Consolidated Plan and provide a period, not less than thirty (30) days, to receive comments from citizens on the proposed Consolidated Plan. All comments received in writing, or orally at public hearings will be considered in preparing the final plan. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefor, shall be attached and submitted with the final Consolidated Plan.

PUBLIC HEARINGS

The City of Cocoa will provide for at least two (2) public hearings per year to obtain citizens' views and to respond to proposals and questions, to be conducted at a minimum of two (2) different stages of the program year. Together, the hearings shall address housing and community development needs, development of proposed activities, and review of program performance. The City shall obtain the views of citizens on housing and community development needs, including priority non-housing community development and Fair housing concerns, and shall provide at least one (1) of the hearings is held before the proposed Consolidated Plan is published for comment. Public hearings shall be advertised in a newspaper of general circulation one (1) week prior to the public hearing and information will be circulated to local churches, organizations, and at various locations throughout the community. Public hearings shall be held at times and locations convenient to potential and actual beneficiaries, and with accommodations for persons with disabilities.

In the event a significant number of non-English speaking residents are expected to participate at the hearings, the City will make arrangements for a suitable method of communication to be available to the group, providing a request is made at least two (2) working days prior to the public hearing.

MEETINGS

Citizens will be provided reasonable and timely access to local meetings. Additionally, notices will be sent various housing and community development agencies and posted throughout the City at least one week prior to the meeting date.

AVAILABILITY TO THE PUBLIC

If the City decided to amend or make substantial changes to the adopted Consolidated Plan, annual Action Plan, or performance reports, a public notice will be placed in a newspaper of general circulation making the modified plan available to citizens for review and comment in a form accessible to persons with disabilities, upon request.

ACCESS TO RECORDS

The City will provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records in relation to the consolidated Plan, annual Action Plan, substantial amendments performance reports, and the City's use of assistance under the programs during the preceding five (5) years. All information shall be available to citizens at the City of Cocoa Community Services Office, which is currently located at 65 Stone Street, Cocoa, FL 32922.

TECHNICAL ASSISTANCE

The City, through the Community Services Department, will provide technical assistance to organizations and representatives of persons of low- and moderate-income that requests such assistance in developing proposals and understanding the process of requesting funds. The level and type of assistance will be determined upon the needs of each individual request. City staff will provide speakers to address any community or civic group wishing to obtain information regarding the program.

COMPLAINTS

The Community Services Director or Designee shall make every effort possible to respond in writing within fifteen (15) days to any written or oral complaint, when practical. A citizen may file a written complaint at any time to the U.S. Department of Housing and Urban Development at the following address:

U. S. Department of Housing and Urban Development
Jacksonville Office of Community Planning and Development
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

CRITERIA FOR AMENDMENTS

The City shall provide citizens with reasonable notice of, and opportunity to comment on, proposed changes in the adopted consolidated Plan and annual Action Plan if such change would result in: changes in the City's allocation priorities or a change in the method of distribution of funds; and/or carrying out an activity using funds from any program covered by the Consolidated Plan (including program income), not previously described in the annual Action Plan.

The City shall apply the following criteria in determining whether a change in an activity represents a substantial amendment. An activity shall be considered substantially changed if:

- The percentage of federal funds expended for the benefit of very low-, low-, and moderate-income persons falls below its required 70% as a result of any proposed increase or decrease in expenditures for any one project or activity.

- Any changes in the purpose, scope, location or beneficiaries of an activity that would increase or decrease the estimated cost of the project or activity by more than twenty-five percent (25%) of the amount projected in the annual Action Plan.

Note: Allocations for projects and activities included in the annual Action Plan can be increased or decreased more than twenty-five percent (25%) provided there is not a change in the purpose, scope, location or beneficiaries of the activity.

Reallocation of CDBG and/or Home Investment Partnership Program (HOME) funds in relation to an addition or deletion of priority needs and projects are as follows:

- The addition of a new priority need not included in the adopted Consolidated Plan or a new project in the annual Action Plan which is not cover by a priority need in the adopted Consolidated Plan.

- The deletion of a priority need identified in the adopted Consolidated Plan or a deletion of a project or activity identified in the annual Action Plan which would prevent a priority need identified in the approved Consolidated Plan from being attained.

The City shall provide citizens with reasonable notice and an opportunity to comment on any substantial changes and amendments made to the adopted Consolidated Plan. Citizens will be provided a period, not less than thirty (30) days, to comment on substantial amendments before the amendment is implemented. Any comments or views received in writing, or orally at public hearing, will be considered by the City and summarized and attached to the substantial amendment of the Consolidated Plan for submission to HUD.

The City and members of the Brevard County HOME Consortium are responsible for the development of their respective Citizen Participation Plans, individual CDBG entitlement grants. All HOME and CDBG program amendments initiated by the City must be submitted to Brevard Housing & Human Services for submittal to HUD.

The Citizen Participation Plan was previously approved by City Council on May 27, 2008.

Approved by the City Council on:_____

_____

Michael C. Blake, Mayor

Acronyms/Definitions

Acronym	Definition
AAP	Annual Action Plan
ADA	Americans with Disabilities Act
CAPER	Consolidated Annual Performance and Evaluation Report
CDBG	Community Development Block Grant
Con Plan	Consolidated Plan for Housing and Community Development
CPP	Citizen Participation Plan
HOME	HOME Investment Partnerships Program
HUD	U.S. Department of Housing and Urban Development
LEP	Limited English Proficiency

PY24 / FY25 Allocation

State of Florida	FL	$24,778,539	$1,131,822	$16,630,496.00	$6,058,545	$9,925,739
Boca Raton	FL	$488,242	$0	$0	$0	$0
Boynton Beach	FL	$565,144	$0	$0	$0	$0
Bradenton	FL	$451,518	$0	$0	$0	$0
Cape Coral	FL	$1,089,925	$0	$363,088.45	$0	$0
Clearwater	FL	$940,482	$0	$400,221.70	$0	$0
* Cocoa	FL	$119,567	$0	$0	$0	$0
Coral Springs	FL	$788,542	$0	$0	$0	$0
Crestview	FL	$167,833	$0	$0	$0	$0
Davie	FL	$728,659	$0	$0	$0	$0
Daytona Beach	FL	$629,246	$0	$354,079.63	$0	$0
Deerfield Beach	FL	$708,864	$0	$0	$0	$0
Delray Beach	FL	$444,593	$0	$0	$0	$0
Deltona	FL	$519,094	$0	$0	$0	$0
Ft Lauderdale	FL	$1,498,833	$0	$631,428.73	$0	$8,063,888
Ft Myers	FL	$671,922	$0	$0	$0	$0
Fort Pierce	FL	$529,209	$0	$0	$0	$0
Fort Walton Beach	FL	$134,174	$0	$0	$0	$0
Gainesville	FL	$1,386,148	$0	$548,431.49	$0	$0
Hialeah	FL	$2,399,902	$0	$1,283,140.63	$220,202	$0
Hollywood	FL	$1,234,567	$0	$517,546.61	$0	$0
Homestead	FL	$917,424	$0	$388,732.07	$0	$0
Jupiter	FL	$273,367	$0	$0	$0	$0
Kissimmee	FL	$896,880	$0	$0	$0	$0
Lakeland	FL	$851,621	$0	$385,059.65	$0	$0
Largo	FL	$587,822	$0	$0	$0	$0
Lauderhill	FL	$758,175	$0	$0	$0	$0
Marco Island City	FL	$54,770	$0	$0	$0	$0
* Melbourne	FL	$569,828	$0	$0	$0	$0
Miami	FL	$5,090,474	$0	$2,988,177.05	$470,037	$14,272,865
Miami Beach	FL	$889,998	$0	$508,241.69	$0	$0
Miami Gardens	FL	$1,003,648	$0	$361,074.65	$0	$0
Miramar	FL	$817,057	$0	$0	$0	$0
North Miami	FL	$779,123	$0	$289,658.19	$0	$0
Ocala	FL	$501,396	$0	$0	$0	$0
Orlando	FL	$2,514,174	$0	$1,186,469.40	$213,100	$5,674,618
* Palm Bay	FL	$776,641	$0	$0	$0	$0
Palm Beach Gardens	FL	$248,125	$0	$0	$0	$0
Palm Coast	FL	$480,948	$0	$0	$0	$0
Panama City	FL	$376,717	$0	$0	$0	$0
Pembroke Pines	FL	$1,118,260	$0	$0	$0	$0
Pensacola	FL	$763,948	$0	$0	$0	$0
Pinellas Park	FL	$375,635	$0	$0	$0	$0
Plantation	FL	$578,477	$0	$0	$0	$0
Pompano Beach	FL	$986,989	$0	$403,897.80	$0	$0
Port Orange	FL	$370,260	$0	$0	$0	$0
Port St Lucie	FL	$1,039,835	$0	$0	$0	$0

15-May-24

HOME ALLOCATIONS FISCAL YEAR 2024/25 Total Allocation - $1,082,067								
MEMBER	HOME ALLOCATION	Consortia Share %	10% Admin	15% CHDO	ACTIVITY	2.57% Admin from Cities to County	Available Admin After County's Distribution	Available Allocation After County's Distribution
	$ 1,082,067.00							
County	$ 411,185.46	39%	41,118.55	$ 61,677.82	$ 308,389.10		$ 58,360.20	$ 428,427.12
Titusville	$ 119,027.37	11%	11,902.74	$ 17,854.11	$ 89,270.53	$ 3,059.00	$ 8,843.73	$ 115,968.37
Cocoa	$ 64,924.02	6%	6,492.40	$ 9,738.60	$ 48,693.02	$ 1,668.55	$ 4,823.85	$ 63,255.47
Melbourne	$ 259,696.08	24%	25,969.61	$ 38,954.41	$ 194,772.06	$ 6,674.19	$ 19,295.42	$ 253,021.89
Palm Bay	$ 227,234.07	21%	22,723.41	$ 34,085.11	$ 170,425.55	$ 5,839.92	$ 16,883.49	$ 221,394.15
TOTALS	**$ 1,082,067.00**	100%	**108,206.70**	**$ 162,310.05**	**$ 811,550.25**	**$ 17,241.66**	**$ 108,206.70**	**$ 1,082,067.00**

LocaliQ

Florida

GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

CITY OF COCOA (TE)
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

08/26/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/26/2024

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	$217.28	
Tax Amount:	$0.00	
Payment Cost:	$217.28	
Order No:	10503194	# of Copies:
Customer No:	1127247	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

AD#10503194 8/26/2024

NOTICE OF PUBLIC HEARING
PROGRAM YEAR 2024/2025 CDBG & HOME ACTION PLAN PROPOSED FINAL STATEMENT OF OBJECTIVES AND USE OF FUNDS

The City of Cocoa expects to receive $119,567.00 in Community Development Block Grant (CDBG) Entitlement funds and $63,255.47 in HOME Investment Partnership funds for program Year 2024-2025. Funds may be used for eligible activities, such as housing rehabilitation, land acquisition, public services, repayment of Section 108 Loan guarantee, public facilities and improvements, or demolition and clearance. The Cocoa City Council will hold a second and final public hearing on Tuesday, September 24, 2024 at 6:00 pm in Council Chambers, located at 65 Stone Street to make available for final comments on the proposed final statement of objectives and projected use of funds for program year 2024-2025 Action Plan.
The purpose of the City's Community Development Block Grant Program is the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low/moderate income. The HOME program funds support housing and housing related services provided to low/moderate income households.
PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR PROGRAM YEAR 2024-2025
PUBLIC SERVICES:
Community Services Council (meals on wheels & seniors at lunch) $4000.00
Central Brevard Sharing Center (community kitchen) $5000.00
Salvation Army (meals in domestic violence shelter) $5000.00
Family Promise (rental/mortgage assistance, emergency shelter) $5291.35
CDBG OTHER AND PUBLIC FACILITIES IMPROVEMENTS:
Repayment of Section 108 Loan Guarantee $75,362.25
ADMINISTRATION:
CDBG Administration and Operational funds $23,913.40
Fair Housing Education & Outreach $1,000.00
TOTAL CDBG FUND $119,567.00
PROPOSED FINAL STATEMENT OF HOME PROJECTS FORPROGRAM YEAR 2024-2025
HOUSING: CHDO $9,738.60
HOME: Housing Activity $48,693.02
HOME: Administration and Operational funds $4,823.85
TOTAL HOME FUNDS $63,255.47
Final CDBG & HOME allocations have been awarded and project funding has been adjusted based on final grant allocation.
Copies of the City of Cocoa's 2024-2025 CDBG & HOME ACTION PLAN & PROPOSED PROJECTS are available online at https://www.cocoafl.org/143Housing-Neighborhood-Services. Copies are also available at City Hall, by email request to ftorbert@cocoafl.org or by calling (321) 433-8520. All citizens are invited and encouraged to make written comments beginning August 21, 2024, through September 21, 2024, at 12pm. The Final public hearing is scheduled for Tuesday September 24, 2024, at 6:00 pm, located at 65 Stone Street, Cocoa, FL 32922. Persons with disabilities or non-English speaking persons requiring special accommodations to participate in the hearing should contact Florence Torbert at the City of Cocoa at (321) 433-8520 within 72 week-day hours of the hearing.

Legislation Details (With Text)

File #:	24-570	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/19/2024			**In control:**	City Council
On agenda:	9/24/2024			**Final action:**	
Title:	Consider the reappointments of Mr. Elliott Zimmerman and Mr. Milton Norris Park as members of the Board of Trustees for the Firefighters' Retirement Plan through September 30, 2028. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Intent to Reapply Zimmerman.pdf Intent to Reapply Park.pdf Fire Pension Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 19, 2024
Agenda Date: September 24, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointments of Mr. Elliott Zimmerman and Mr. Milton Norris Park as members of the Board of Trustees for the Firefighters' Retirement Plan through September 30, 2028.

BACKGROUND:

Mr. Norris Park has served on the Board of Trustees for the Fire Pension since April, 1996 and has been reappointed on a regular basis since. His current term expires on September 30, 2024, and he has expressed a willingness to serve for an additional four years.

Mr. Park meets all of the qualifications for serving on a City board, and his intent to reapply letter is attached for review. If reappointed, Mr. Park's term would be through September 30, 2028.

Mr. Zimmerman has served as a Council appointed member of the Fire Pension Board since September, 2014. He was reappointed in 2020 and his current term expires September 30, 2024. He has expressed a willingness to serve for another four years.

Mr. Zimmerman meets all qualifications to serve on a City board. If reappointed, his term will be through September 30, 2028. His intent to reapply letter and a current Fire Pension Board roster is attached for your review.

These positions were advertised on the city's website and social media in accordance with the city's newly adopted board appointment procedure.

STRATEGIC PLAN CONNECTION:

Community Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the reappointments of Mr. Elliott Zimmerman and Mr. Milton Norris Park as members of the Board of Trustees for the Firefighters' Retirement Plan through September 30, 2028.

powered by Legistar™

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8488 I Fax: (321) 433-8455

August 19, 2024

Mr. Elliot Zimmerman

Dear Mr. Zimmerman:

Your term of office on the Fire Pension Board expires in October, 2024. I plan to place this item on the September 24, 2024 City Council meeting agenda.

Please indicate on the attached reappointment form whether you would like to serve again for another Four-year term. If you do seek reappointment, I would appreciate it if you could complete the enclosed form and return it to me.

Thank you for your attention to this matter. If you have any questions, please contact me.

Sincerely,

Monica Arsenault

Monica Arsenault, CMC
City Clerk

Enclosures: as stated

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 Fire Pension Board for the City of Cocoa for a Four-year term.

Sincerely,

_Elliott Zimmerman_____
Elliot Zimmerman
Additional Comments:

_____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

In response to inquiry by the Office of the City Clerk, I, Milton Norris Park

✓ seek reappointment

_____ do not seek reappointment

as a member of the Fire Pension Board for the City of Cocoa for a Four-year term.

Sincerely,

Milton Norris Park

Milton Norris Park
Additional Comments:

Thank you for the opportunity to serve again.

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

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. [redacted]	[redacted] mailto:blangcfr@yahoo.com	11/2020 Re-elected 12/16 Re-elected 12/14 re-elected 10/12 re-elected 1/22/10 elected (replaced Silverman)	2024
Leland Cox (Fifth Member) Re-elected by Board members	[redacted]	[redacted] Olcox63@yahoo.com	02/21 re-elected 03/17 re-elected 12/14-re-elected 10/12 re-elected 02/10 appointment (John Frey's position)	2024
Elliott Zimmerman (Appointed by Council)	3212 Westchester Drive, Cocoa 32926	632-8861 Ezcpa@cfl.rr.com	Reappt 9/23/20 Reappt 9/13/16 Appt. 9/9/14	2024
Milton Norris Park, Chairman (Appointed by Council)	[redacted]	[redacted] mpark@cfl.rr.com	09/20 Reappointed 09/16 Reappointed 07/14 Reappointed 09/12 Reapppointed 10/10 Reappointed 09/08 Reappointed 9/06 Reappointed 4/96 Appointed	2024
Patrick Madden (Elected by employees) *Trustee position #1*	5160 Areca Palm Street Cocoa, FL 32927	pmadden@cocoafl.org	05/2020 Reappointed 02/05/2020 appointed to fufill term of Jeff Logan	May 31, 2024
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 #:	24-565	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/19/2024			**In control:**	City Council
On agenda:	9/24/2024			**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 Orders-CM Authorized August 2024.pdf Visualization Change Order Authorizations.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 19, 2024
Agenda Date: September 24, 2024
Prepared By: Zoie Badalov, Staff Accountant
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director; Stockton Whitten, City Manager
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 31th, 2024. 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:

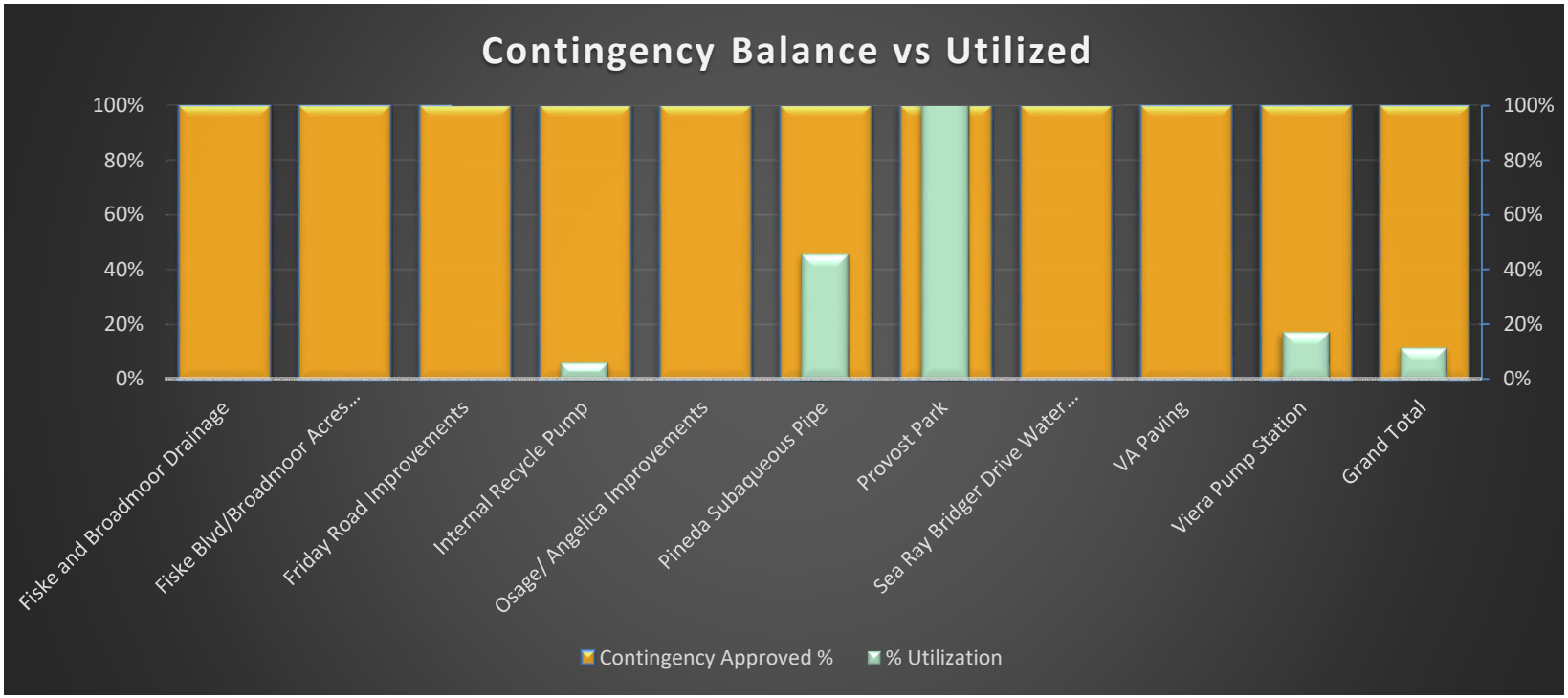
Informational Item Only

FY 2024 Change Orders - CM authorized to execute

Applied to Contingency | as of: Period 11

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY21 Cumulative Requisitions	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	Cumulative Expenditures	FY2024 Expenditures	FY2023 Expenditures	FY2022 Expenditures
WS22IR	**Internal Recycle Pump**														
Op. Rev.		12,797,176	Total approved	2023-103											
Project Manager:	Francis Palmieri	1,297,938	Contingency and other costs authorized	2024-005											
Account #:	421-4120-536.63-00	11,499,238	Exp authorized before contingency												
	424-4055-536.63-00														
	424-4120-536.63-00														
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**Wharton-Smith Inc.**			FY2024	47027	1,366,175	11,581,208	-	-	-	11,581,208	$ 3,122,696	$ 3,122,696	$ -	$ -
PO #:	**81414**				47027-1	10,133,063									
					47027-2	**81,970**									
		1,215,968													
PWFBPP	**Provost Park Improvements**														
Op. Rev.		1,969,004	Total approved	2023-100											
Project Manager:	Abigail Morgan	80,000	Contingency and other costs authorized												
Account #:	001-3580-519.63-00	1,889,004	Exp authorized before contingency												
	001-3580-519.63-07														
	001-3580-519.64-00						Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
				FY2024	47163	697,853	1,969,004	-	-	-	1,969,004	$ 1,693,920	$ 1,693,920	$ -	$ -
					47163	49,977									
					47163	1,213,174									
Vendor:					47163	8,000									
PO #:	**81560**				0	-									
		-													
AFBP22 & PW08SP	**Annual Street Paving**														
Op. Rev.		950,000	Total approved	2023-064											
Project Manager:	Abigail Morgan	26,796	Contingency and other costs authorized												
Account #:	001-3510-541.63-00	923,204	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**VA Paving**			FY2024	47376	443,982	923,204	-	-	-	923,204	$ 923,204	$ 923,204	$ -	$ -
PO #:	**81738**				47376-1	479,222									
		26,796			0										
WS21VP	**Viera Pump Station**														
Op. Rev.		917,070	Total approved	2023-015											
Project Manager:		83,370	Contingency and other costs authorized												
Account #:	424-4055-536.63-00	833,700	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**L7 Construction**			FY2023	46161	833,700	848,267	-	-	833,700	14,567	$ 788,278	$ 748,378	$ 39,900	$ -
PO #:	**80814**				0										
		68,803			46161-2	**11,042**									
WS21SC	**Sea Ray Bridger Drive Water Main Relocation**														
Op. Rev.		4,839,476	Total approved	2022-134											
Project Manager:	John Perrin	439,952	Contingency and other costs authorized												
Account #:	424-4055-536.63-00	4,399,524	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
	Atlantic Devlopment Cocoa			FY2023	45843	4,399,524	4,399,524	-	-	4,399,524	-	$ 4,202,580	$ 1,784,254	$ 2,418,326	$ -
	80537														
		439,952													
GR2108	**Fiske Blvd/Broadmoor Acres Drainage Improvement**														
Op. Rev.		305,347	Total approved	2022-025											
Project Manager:		42,500	Contingency and other costs authorized	2024-044											
Account #:	303-3570-538.63-08	262,847	Exp authorized before contingency												
	424-4055-536.63-08						Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
	Tiera Inc.			FY2022-303	44454	197,135	262,847	-	262,847	-	-	$ 169,109	$ 169,109	$ -	$ -
	79493			FY2022-424	44454-1	65,712									
		42,500			0										

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY21 Cumulative Requisitions	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	Cumulative Expenditures	FY2024 Expenditures	FY2023 Expenditures	FY2022 Expenditures
GR2108	**Fiske Blvd/Broadmoor Acres Drainage Improvement**														
Op. Rev.		8,120,647	Total approved	2024-043											
Project Manager:		1,985,102	Contingency and other costs authorized												
Account #:	303-3570-538.63-73	6,135,545	Exp authorized before contingency												
	423-3570-538.63-73						Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
	424-4055-536.63-73			FY2024	47365	5,698,026	6,135,546	-	-	-	6,135,546	$ 3,468,137	$ 3,468,137	$ -	$ -
	Cathcart Construction Co.				47365-1	437,520									
	81782														
		1,985,101													
WS18MI	**Pineda Subaqueous Pipe**														
Op. Rev.		12,066,069	Total approved	21-112											
Project Manager:	City of Melbourne	1,096,915	Contingency and other costs authorized												
Account #:	426-4055-536.63-00	10,969,154	Exp authorized before contingency												
Account #:	421-4055-536.63-00						Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**City of Melbourne**			FY2021	WIRE	10,969,154	11,472,467	10,969,154	485,192	18,121	-	$ 11,651,223	$ 196,877	$ 485,192	$ 10,969,154
PO #:	**WIRE**			C.O. #1	WIRE-1	**399,159**									
				C.O. #2	WIRE-2	**86,033**									
				C.O. #3	WIRE-3	**(95,700)**									
				C.O. #4	WIRE-4	**43,589**									
				C.O. #5	WIRE-5	**6,950**									
				C.O. #6	WIRE-6	**14,539**									
				C.O. #7	WIRE-7	**69,457**									
				C.O. #8	WIRE-8	**158,042**									
				C.O. #9	WIRE-9	**(113,462)**									
				C.O. #10	WIRE-10	**71,186**									
				C.O. #11	WIRE-11	**(136,480)**									
		593,602													
WS24LC	**Osage/ Angelica Improvements**														
Op. Rev.		4,089,124	Total approved	2022-018											
Project Manager:		371,739	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	3,717,385	Exp authorized before contingency	2023-054											
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**Atlantic Development of Cocoa**			FY2024	47958	3,717,385	3,717,385	-	-	-	3,717,385	$ 477,219	$ 477,219	$ -	$ -
	Vendor #: 05580														
PO #:	**82211**			C.O. #1	0										
				C.O. #2	0										
				C.O. #3											
		371,739		C.O. #4											
WS24WP	**Friday Road Improvements**														
Op. Rev.		4,413,648	Total approved	2022-018											
Project Manager:		401,241	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	4,012,407	Exp authorized before contingency	2023-054											
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**Atlantic Development of Cocoa**			FY2024	47960	4,012,407	4,012,407	-	-	-	4,012,407	$ 1,312,145	$ 1,312,145	$ -	$ -
	Vendor #: 05580														
PO #:	**82212**			C.O. #1	0										
				C.O. #2	0										
				C.O. #3	0										
		401,241		C.O. #4											


Contingency Balance vs Utilized
100%
80%
60%
40%
20%
0%
Fiske and Broadmoor Drainage
Fiske Blvd/Broadmoor Acres...
Friday Road Improvements
Internal Recycle Pump
Osage/ Angelica Improvements
Pineda Subaqueous Pipe
Provost Park
Sea Ray Bridger Drive Water...
VA Paving
Viera Pump Station
Grand Total
Contingency Approved %
% Utilization

Legislation Details (With Text)

File #:	24-566	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/19/2024			**In control:**	City Council
On agenda:	9/24/2024			**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 Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 19, 2024
Agenda Date: September 24, 2024
Prepared By: Zoie Badalov, Staff Accountant
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director; Stockton Whitten, City Manager
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 31th, 2024 (FY24) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This August 2024 (FY24) 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 2024 Budget by Classification Report - Summary Listing

8/31/2024

Target for August 2024 is 92%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 14,423,032	$ -	$ 14,592,120	$ (169,088)	101%
OTHER PERMITS AND FEES	$ 5,181,777	$ -	$ 5,361,126	$ (179,349)	103%
INTERGOVERNMENTAL	$ 3,080,078	$ -	$ 7,031,959	$ (3,951,881)	228%
CHARGES FOR SERVICES	$ 7,786,730	$ -	$ 7,264,381	$ 522,349	93%
FINES AND FORFEITURES	$ 15,000	$ -	$ 71,068	$ (56,068)	474%
MISCELLANEOUS	$ 1,208,621	$ -	$ 4,920,149	$ (3,711,528)	407%
****OTHER SOURCES (NON-REVENUE)**	$ 33,040,594	$ -	$ 19,387,412	$ 13,653,182	59%
REVENUE TOTALS	**$ 64,735,832**	**$ -**	**$ 58,628,213**	**$ 6,107,619**	**91%**
EXPENSE					
SALARIES AND BENEFITS	$ 29,637,681	$ 1,048	$ 22,683,389	$ 6,953,244	77%
OPERATING EXPENDITURES	$ 19,635,525	$ 2,370,233	$ 13,545,635	$ 3,719,657	69%
CAPITAL OUTLAY	$ 12,177,104	$ 5,320,232	$ 3,581,629	$ 3,275,243	29%
GRANTS, AIDS AND OTHER	$ 1,660,796	$ 8,316	$ 1,619,977	$ 32,503	98%
NON-OPERATING USES	$ 1,624,726	$ -	$ 1,535,174	$ 89,552	94%
EXPENSE TOTALS	**$ 64,735,832**	**$ 7,699,829**	**$ 42,965,804**	**$ 14,070,199**	**78%**
REVENUE TOTALS	**$ 64,735,832**	**$ -**	**$ 58,628,213**	**$ 6,107,619**	**91%**
EXPENSE TOTALS	**$ 64,735,832**	**$ 7,699,829**	**$ 42,965,804**	**$ 14,070,199**	**78%**
	$ -	**$ (7,699,829)**	**$ 15,662,409**	**$ (7,962,580)**	

*Unaudited

**Fund Balance is a budgeted revenue, not actual revenue.

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	886,836	.00		9,755,196	10,418,735.23	107	10,642,032	223,296.77
20 00	DELINQUENT TAXES	1,250	2,302.97	184	13,750	29,617.74-	215	15,000	44,617.74
25 00	PENALTIES RE: TAXES	1,666	686.50	41	18,326	37,349.33	204	20,000	17,349.33-
30 00	TAX CERTIFICATES	16,666	.00		183,326	427,976.12	234	200,000	227,976.12-
311 **	AD VALOREM	906,418	2,989.47		9,970,598	10,854,442.94	109	10,877,032	22,589.06
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	54,166	30,262.80	56	595,826	512,582.21	86	650,000	137,417.79
312 **	SALES USE AND FUEL TAXES	54,166	30,262.80	56	595,826	512,582.21	86	650,000	137,417.79
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	133,333	234,923.18	176	1,466,663	1,929,781.46	132	1,600,000	329,781.46-
30 00	WATER-COCOA	33,333	42,708.99	128	366,663	442,405.25	121	400,000	42,405.25-
40 00	GAS	4,583	5,226.10	114	50,413	55,226.54	110	55,000	226.54-
80 00	PROPANE	2,000	2,440.10	122	22,000	25,646.87	117	24,000	1,646.87-
314 **	UTILITY SERVICE TAX	173,249	285,298.37	165	1,905,739	2,453,060.12	129	2,079,000	374,060.12-
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	55,833	54,935.31	98	614,163	596,338.66	97	670,000	73,661.34
315 **	COMMUNICATION SERVICE TAX	55,833	54,935.31	98	614,163	596,338.66	97	670,000	73,661.34
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	12,250	47,366.59	387	134,750	175,696.13	130	147,000	28,696.13-
316 **	LOCAL BUSINESS TAX	12,250	47,366.59	387	134,750	175,696.13	130	147,000	28,696.13-
310 ***	TAXES	1,201,916	420,852.54		13,221,076	14,592,120.06		14,423,032	169,088.06-
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
10 00	TRAINING SURCHARGE	0	.00		0	.00		0	.00
322 **	BUILDING PERMITS	0	.00		0	.00		0	.00
323	FRANCHISE FEES								
10 00	ELECTRICITY	108,333	167,861.83	155	1,191,663	1,289,534.45	108	1,300,000	10,465.55
40 00	GAS	7,083	9,140.80	129	77,913	84,758.18	109	85,000	241.82
70 00	SOLID WASTE	25,000	26,700.51	107	275,000	292,370.74	106	300,000	7,629.26
323 **	FRANCHISE FEES	140,416	203,703.14	145	1,544,576	1,666,663.37	108	1,685,000	18,336.63
325	SPECIAL ASSESSMENT								
22 01	FIRE ASSESSMENT	273,231	7,601.06	3	3,005,541	3,193,366.14	106	3,278,777	85,410.86

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
22 02	F ASSMNT DELINQ TAXES	250	65.03	26	2,750	19,614.96-	713	3,000	22,614.96
22 03	F ASSMNT PENALTIES	416	6.18	2	4,576	12,660.22	277	5,000	7,660.22-
22 04	F ASSMNT TAX CERTS	11,666	.00		128,326	229,292.28	179	140,000	89,292.28-
22 *	FIRE PROTECTION	285,563	7,672.27	3	3,141,193	3,415,703.68	109	3,426,777	11,073.32
325 **	SPECIAL ASSESSMENT	285,563	7,672.27	3	3,141,193	3,415,703.68	109	3,426,777	11,073.32
329	OTHER PERMITS & FEES								
10 00	INSPECTION FEES	0	.00		0	.00		0	.00
10 01	FIRE INSPECTION FEES	2,500	.00		27,500	16,270.00	59	30,000	13,730.00
10 02	FIRE INSPEC FEE-PDCS CHGS	0	.00		0	23,808.00		0	23,808.00-
10 *	INSPECTION FEES	2,500	.00		27,500	40,078.00	146	30,000	10,078.00-
25 00	PLANNING AND ZONING	3,333	11,942.00	358	36,663	178,475.53	487	40,000	138,475.53-
25 01	PLANNING CONS FEES	0	4,520.00		0	60,205.00		0	60,205.00-
25 *	PLANNING AND ZONING	3,333	16,462.00	494	36,663	238,680.53	651	40,000	198,680.53-
35 00	FIRE INSPECTIONS	0	.00		0	.00		0	.00
329 **	OTHER PERMITS & FEES	5,833	16,462.00	282	64,163	278,758.53	435	70,000	208,758.53-
320 ***	OTHER PERMITS & FEES	431,812	227,837.41		4,749,932	5,361,125.58		5,181,777	179,348.58-
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	0	.00		0	.00		0	.00
20 15	VOCA-2021-COCOA PD	0	.00		0	.00		0	.00
20 16	INTERNET CRIMES GRANT	0	.00		0	.00		0	.00
20 19	JAG 2020-DJ-BX-0410	0	.00		0	16,617.00-		0	16,617.00
20 21	BPV 2020 96472	0	.00		0	.00		0	.00
20 22	JAG 21-GG-01363	0	.00		0	.40		0	.40-
20 23	BULLET PROOF VEST 2021	307	.00		2,763	1,532.70	56	3,066	1,533.30
20 24	VOCA-2022-COCOA PD-00181	0	.00		0	.00		0	.00
20 25	JAG 2022-22-GG-02810	0	.00		0	13,800.00		0	13,800.00-
20 26	BULLET PROOF VEST 2022	196	.00		1,764	1,539.80	87	1,960	420.20
20 27	VOCA-2023-COCOA PD-00042	8,822	6,770.57	77	103,570	52,311.99	51	112,393	60,081.01
20 28	JAG 2023-23-GG-03233	1,298	.00		14,278	15,572.00	109	15,572	.00
20 29	BULLET PROOF VEST 2023	1,078	.00		11,858	.00		12,940	12,940.00
20 *	PUBLIC SAFETY	11,701	6,770.57	58	134,233	68,139.89	51	145,931	77,791.11
39 12	USDA/FOREST SVC 26866	0	.00		0	.00		0	.00
50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
70 02	AFRICAN AM MUSE-GR2111	1,770	.00		15,930	12,300.00-	77	17,700	30,000.00
331 **	FEDERAL GRANTS	13,471	6,770.57	50	150,163	55,839.89	37	163,631	107,791.11

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
333		PAYMENT IN LIEU OF TAXES								
	90 00	HOUSING AUTHORITY	0	.00		0	.00		0	.00
333	**	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		0	.00
334		STATE GRANT								
	10 15	FL CYBERSECURITY	0	.00		0	.00		1	1.00
	50 01	STATE DISASTER REIMB	0	.00		0	.00		0	.00
	50 55	RESILIENT FL-FDEP 24PLN48	15,000	.00		60,000	.00		75,000	75,000.00
	50 *	ECONOMIC ENVIRONMENT	15,000	.00		60,000	.00		75,000	75,000.00
	70 11	HTMOORE RESTOR-GR23HM	24,497	.00		124,165	3,938.75-	3	148,664	152,602.75
	90 15	FLA CORONAVIRUS SFRF	0	.00		0	.00		0	.00
334	**	STATE GRANT	39,497	.00		184,165	3,938.75-	2	223,665	227,603.75
335		STATE SHARED REVENUES								
	12 00	STATE REVENUE SHARING	66,416	102,156.69	154	730,576	720,697.63	99	797,000	76,302.37
	12 20	8TH CNT MUNICIPAL GAS TAX	13,333	22,215.65	167	146,663	156,350.51	107	160,000	3,649.49
	12 *	STATE REVENUE SHARING	79,749	124,372.34	156	877,239	877,048.14	100	957,000	79,951.86
	14 00	MOBILE HOME LICENSES	2,083	719.12	35	22,913	33,401.41	146	25,000	8,401.41-
	15 00	ALCOHOLIC BEVERAGE	2,083	.00		22,913	22,294.00	97	25,000	2,706.00
	18 00	LOCAL GOVERNMENT 1/2 CENT	108,333	117,588.92	109	1,191,663	1,192,275.26	100	1,300,000	107,724.74
	21 00	FIREFIGHTER SUPPLEMENTAL	1,333	.00		14,663	15,554.25	106	16,000	445.75
	29 21	POL PEN STATE CONTR	17,287	277,059.47	1603	190,157	277,059.47	146	207,445	69,614.47-
	29 22	FIRE PEN STATE CONTR	11,861	238,090.04	2007	130,471	238,090.04	183	142,337	95,753.04-
	29 *	OTHER PUBLIC SAFETY	29,148	515,149.51	1767	320,628	515,149.51	161	349,782	165,367.51-
	41 00	FUEL TAX REFUNDS	1,666	.00		18,326	24,335.60	133	20,000	4,335.60-
335	**	STATE SHARED REVENUES	224,395	757,829.89	338	2,468,345	2,680,058.17	109	2,692,782	12,723.83
337		GRANTS FROM LOCAL UNITS								
	30 17	FIND BV-CO-20-147 DREDGIN	0	.00		0	.00		0	.00
	30 18	FIND BV-CO-20-146 BT RAMP	0	.00		0	.00		0	.00
	30 19	FIND BV-CO-21-152 DRG PII	0	.00		0	.00		0	.00
	30 20	FIND BV-CO-21-151 BT PII	0	.00		0	.00		0	.00
	30 21	FIND BV-CO-23-159 WTRF P1	0	.00		0	.00		0	.00
	30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
	60 00	HUMAN SERVICES	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
338	SHARED REVENUE LOCAL UNIT								
10 06	SR524 Widening	0	.00		0	4,300,000.00		0	4,300,000.00-
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	4,300,000.00		0	4,300,000.00-
330 ***	INTERGOVERNMENTAL REVENUE	277,363	764,600.46		2,802,673	7,031,959.31		3,080,078	3,951,881.31-
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
30 00	ADMINISTRATIVE FEES	0	.00		0	.00		0	.00
31 00	ADMIN FEES STORMWATER	0	.00		0	.00		0	.00
40 00	CERTIFY/COPY/SEARCH	8,274	10,010.95	121	91,014	90,985.77	100	99,295	8,309.23
90 12	PASSPORT EXECUTION FEES	250	280.00	112	2,750	2,935.45	107	3,000	64.55
341 **	GENERAL GOVERNMENT	8,524	10,290.95	121	93,764	93,921.22	100	102,295	8,373.78
342	PUBLIC SAFETY								
10 00	SVC CHG - LAW ENF SERVICE	14,666	11,255.00	77	161,326	75,507.50	47	176,000	100,492.50
10 02	SCHOOL RES OFFICER	22,833	.00		251,163	239,750.00	96	274,000	34,250.00
10 *	SVC CHG - LAW ENF SERVICE	37,499	11,255.00	30	412,489	315,257.50	76	450,000	134,742.50
20 00	SVC CHG - FIRE PROTECTION	2,500	1,450.00	58	27,500	26,167.50	95	30,000	3,832.50
90 00	OTHER PUBLIC SAFETY	83	.00		913	.00		1,000	1,000.00
90 01	FALSE ALARM FEES	625	50.00	8	6,875	2,680.00	39	7,500	4,820.00
90 *	OTHER PUBLIC SAFETY	708	50.00	7	7,788	2,680.00	34	8,500	5,820.00
342 **	PUBLIC SAFETY	40,707	12,755.00	31	447,777	344,105.00	77	488,500	144,395.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	50,824	54,291.78	107	559,064	589,463.82	105	609,898	20,434.18
37 11	ROCKLEDGE	28,236	29,993.82	106	310,596	325,918.69	105	338,832	12,913.31
37 12	SUN LAKE	367	383.40	105	4,037	3,038.40	75	4,404	1,365.60
37 13	CLNY PK-M.I.UTIL CO.	186	202.50	109	2,046	2,224.10	109	2,236	11.90
37 16	COCOA BEACH	10,616	11,103.03	105	116,776	121,702.82	104	127,401	5,698.18
37 17	CAPE CANAVERAL	9,035	10,666.61	118	99,385	106,205.23	107	108,426	2,220.77
37 18	TITUSVILLE	406	429.30	106	4,466	4,591.90	103	4,879	287.10
37 *	WATER BILLING SERVICES	99,670	107,070.44	107	1,096,370	1,153,144.96	105	1,196,076	42,931.04
39 01	SERVICE CHARGES	75,000	64,754.00	86	825,000	797,906.48	97	900,000	102,093.52
39 03	ADMIN CHARGES	40,000	53,235.00	133	440,000	509,460.00	116	480,000	29,460.00-
39 04	PENALTIES	60,000	57,006.02	95	660,000	628,716.76	95	720,000	91,283.24
39 05	NSF CHECKS	2,500	4,676.86	187	27,500	51,246.69	186	30,000	21,246.69-
39 13	HIGH CONSUMP CHGS	400	3,345.00	836	4,400	20,835.00	474	4,800	16,035.00-
39 *	WATER OTHER INCOME	177,900	183,016.88	103	1,956,900	2,008,164.93	103	2,134,800	126,635.07

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
41 10	SOLID WASTE	229,801	229,337.81	100	2,527,811	2,556,750.96	101	2,757,617	200,866.04
41 20	RECYCLING REVENUE	33,735	34,427.98	102	371,085	381,689.01	103	404,831	23,141.99
41 30	GREEN WASTE	38,327	42,506.19	111	421,597	470,832.76	112	459,933	10,899.76-
41 *	GARBAGE COLLECTION	301,863	306,271.98	102	3,320,493	3,409,272.73	103	3,622,381	213,108.27
45 10	BILLING FEE - WASTE MGMT	0	.00		0	.00		0	.00
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	FDOT MEDIAN MAINT	5,016	.00		55,176	46,897.50	85	60,200	13,302.50
90 03	FDOT MNT SIGNAL/HWY LIGHT	10,550	.00		116,050	122,182.99	105	126,610	4,427.01
90 *	OTHER PHYSICAL ENVIRON	15,566	.00		171,226	169,080.49	99	186,810	17,729.51
343 **	PHYSICAL ENVIRONMENT	594,999	596,359.30	100	6,544,989	6,739,663.11	103	7,140,067	400,403.89
347	CULTURE/RECREATION								
20 10	GAZEBO-PAVILLION RENTAL	83	95.00	115	913	758.75	83	1,000	241.25
20 11	SERVICE FEES	0	685.00		0	8,927.79		0	8,927.79-
20 *	PARKS & RECREATION	83	780.00	940	913	9,686.54	1061	1,000	8,686.54-
39 10	PORCHER HOUSE - REVENUES	833	1,326.21	159	9,163	10,706.21	117	10,000	706.21-
39 11	TENANT MAINTENANCE FEES	100	101.51	102	1,100	1,116.61	102	1,200	83.39
39 20	COCOA CIVIC CENTER	833	1,340.58	161	9,163	18,442.81	201	10,000	8,442.81-
39 30	RIVERFRONT PARK	666	.00		7,326	3,250.47	44	8,000	4,749.53
39 *	OTHER CULTURAL SERVICES	2,432	2,768.30	114	26,752	33,516.10	125	29,200	4,316.10-
40 05	SPECIAL EVENT PERMITS	1,666	3,550.00	213	18,326	38,300.00	209	20,000	18,300.00-
50 10	EVENT FEES	280	.00		3,080	2,817.35	92	3,368	550.65
50 30	ADVERTISING/SPONSORSHIPS	91	.00		1,001	.00		1,100	1,100.00
50 50	MISC FURNISHINGS	100	240.00	240	1,100	2,371.25	216	1,200	1,171.25-
50 *	SPECIAL REC FACILITIES	471	240.00	51	5,181	5,188.60	100	5,668	479.40
347 **	CULTURE/RECREATION	4,652	7,338.30	158	51,172	86,691.24	169	55,868	30,823.24-
340 ***	CHARGES FOR SERVICES	648,882	626,743.55		7,137,702	7,264,380.57		7,786,730	522,349.43
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,250	3,734.94	299	13,750	71,067.56	517	15,000	56,067.56-
351 **	JUDGMENTS AND FINES	1,250	3,734.94	299	13,750	71,067.56	517	15,000	56,067.56-
350 ***	FINES AND FORFEITURES	1,250	3,734.94		13,750	71,067.56		15,000	56,067.56-

CITY OF COCOA, FLORIDA

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ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	10,000	6,706.34	67	110,000	40,274.13	37	120,000	79,725.87
10 02	INVESTMENT INTEREST	10,000	189,430.95	1894	110,000	1,723,693.76	1567	120,000	1,603,693.76-
10 10	FLORIDA PRIME INTEREST	50	60,932.72	1865	550	632,400.34	4982	600	631,800.34-
10 11	INTEREST/CBOS	91	.00		1,001	.00		1,100	1,100.00
10 *	INTEREST	20,141	257,070.01	1276	221,551	2,396,368.23	1082	241,700	2,154,668.23-
30 00	NET INC/DEC FMV INVESTMNT	0	109,362.55		0	228,754.62		0	228,754.62-
35 01	AMERICAN TOWER	0	.00		0	.00		0	.00
35 02	ATT CELL TWR 14386094	0	.00		0	.00		0	.00
35 03	ATT CELL TOWER 382218	0	.00		0	.00		0	.00
35 04	LAMAR BILLBOARD	0	.00		0	.00		0	.00
35 05	SPRINT CELL TOWER	0	.00		0	.00		0	.00
35 06	LEASE - TMOBILE A2C0020A	0	.00		0	.00		0	.00
35 07	LEASE - TMOBILE A2C0555A	0	.00		0	.00		0	.00
35 *	MISCELLANEOUS INTEREST	0	.00		0	.00		0	.00
40 00	GAIN/(LOSS) SALE INVEST	0	10,132.34-		0	51,705.98-		0	51,705.98
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	10,132.34-		0	51,705.98-		0	51,705.98
361 **	INTEREST & OTHER EARNINGS	20,141	356,300.22	1769	221,551	2,573,416.87	1162	241,700	2,331,716.87-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	11,108	5,833.32	53	122,188	167,873.35	137	133,300	34,573.35-
39 01	AMERICAN TOWER	0	.00		0	.00		0	.00
39 02	ATT CELL TWR 14386094	0	.00		0	.00		0	.00
39 03	ATT CELL TOWER 382218	0	.00		0	.00		0	.00
39 04	LAMAR BILLBOARD	0	.00		0	.00		0	.00
39 05	SPRINT CELL TOWER	0	.00		0	.00		0	.00
39 06	TMOBILE CELL TWR A2C0020A	0	.00		0	.00		0	.00
39 07	TMOBILE CELL TWR A2C0555A	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE-TENANTS	583	1,370.16	235	6,413	15,071.76	235	7,000	8,071.76-
39 20	CIVIC CENTER-TENANTS	658	660.00	100	7,238	7,260.00	100	7,900	640.00
39 *	RENTALS AND LEASES	1,241	2,030.16	164	13,651	22,331.76	164	14,900	7,431.76-
362 **	RENT AND ROYALTIES	12,349	7,863.48	64	135,839	190,205.11	140	148,200	42,005.11-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	52,500	.00		472,500	1,565,829.00	331	525,000	1,040,829.00-
10 00	GAIN/(LOSS)SALE OF F/A	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	52,500	.00		472,500	1,565,829.00	331	525,000	1,040,829.00-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	153.60		0	2,545.84		0	2,545.84-
365 **	SALE SURPLUS MTRLS &SCRAP	0	153.60		0	2,545.84		0	2,545.84-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	27,628.00		0	27,628.00-
10 10	CONTRIBS FOR K-9	2,752	.00		10,922	13,676.00	125	13,676	.00
10 14	REPLACEMENT TREES	0	.00		0	.00		0	.00
10 16	FIREHOUSE SUBS - E-BIKES	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	2,752	.00		10,922	13,676.00	125	13,676	.00
366 **	CONTRIBUTIONS & DONATIONS	2,752	.00		10,922	41,304.00	378	13,676	27,628.00-
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	0	.00		0	.00		0	.00
22 00	FIRE STATE CONTRIBUTION	0	.00		0	.00		0	.00
368 **	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	12,489	100,634.14	806	99,912	306,192.87	307	112,400	193,792.87-
90 02	POLICE SECURITY SERVICES	0	.00		0	.00		0	.00
90 03	CODE ENF ABATE/DEMO REV	8,333	20,193.07	242	91,663	141,513.44	154	100,000	41,513.44-
90 04	MISC. POLICE REVENUES	708	646.26	91	7,788	1,557.17	20	8,500	6,942.83
90 05	INVESTIGATIVE COSTS REIM	4,512	3,758.38	83	49,632	37,609.35	76	54,145	16,535.65
90 09	PROPERTY REGISTRATION	416	400.00	96	4,576	5,600.00	122	5,000	600.00-
90 12	LEISURE SVCS -CANCEL FEES	0	.00		0	928.75		0	928.75-
90 *	OTHER MISC REVENUES	26,458	125,631.85	475	253,571	493,401.58	195	280,045	213,356.58-
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	53,446.21		0	53,446.21-
369 **	OTHER MISC REVENUES	26,458	125,631.85	475	253,571	546,847.79	216	280,045	266,802.79-
360 ***	MISCELLANEOUS REVENUES	114,200	489,949.15		1,094,383	4,920,148.61		1,208,621	3,711,527.61-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	TRF FROM CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM COCOA CRA (110)	18,566	18,566.67	100	2,391,347	2,391,354.37	100	2,409,921	18,566.63
91 11	TRF FROM DIAMOND SQ (111)	0	.00		800,000	800,000.00	100	800,000	.00
91 14	TRF FROM ARPA (130)	0	.00		13,377	13,377.09	100	13,377	.09-
91 20	TRF FROM DBT SVC (201)	1	.00		1	.00		1	1.00
91 21	TRF FROM W/S FUND (421)	0	.00		0	.00		0	.00
91 23	TRF FROM STORMWATER (423)	0	.00		0	.00		0	.00

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91 25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91 26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91 30	TRF FROM CAP PROJ (301)	0	.00		0	.00		0	.00
91 31	TRF FROM FISKE BV (303)	0	.00		0	.00		0	.00
91 41	TRF FROM CONFISC (141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	18,567	18,566.67	100	3,204,725	3,204,731.46	100	3,223,299	18,567.54
94 21	TRANS FR 421 OH ALLOC	664,154	664,154.00	100	7,305,694	7,305,694.00	100	7,969,848	664,154.00
94 23	TRANS FR 423 OH ALLOC	26,041	26,041.92	100	286,451	286,461.08	100	312,503	26,041.92
94 *	INTERFUND TRANSFER	690,195	690,195.92	100	7,592,145	7,592,155.08	100	8,282,351	690,195.92
381 **	INTERFUND TRANSFER	708,762	708,762.59	100	10,796,870	10,796,886.54	100	11,505,650	708,763.46
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS (ROI)	640,777	640,777.92	100	7,048,547	7,048,557.12	100	7,689,335	640,777.88
40 01	6% PILOFF	140,178	140,178.92	100	1,541,958	1,541,968.12	100	1,682,147	140,178.88
40 *	CONTRIBUTIONS (ROI)	780,955	780,956.84	100	8,590,505	8,590,525.24	100	9,371,482	780,956.76
382 **	CONTRIBUTIONS ENTERPRISE	780,955	780,956.84	100	8,590,505	8,590,525.24	100	9,371,482	780,956.76
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.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	1,117,829	.00		11,045,633	.00		12,163,462	12,163,462.00
99 *	BALANCE FORWARD	1,117,829	.00		11,045,633	.00		12,163,462	12,163,462.00
389 **	NON OPERATING SOURCES	1,117,829	.00		11,045,633	.00		12,163,462	12,163,462.00
380 ***	OTHER SOURCES(NON-REV)	2,607,546	1,489,719.43		30,433,008	19,387,411.78		33,040,594	13,653,182.22
FUND TOTAL	GENERAL FUND	5,282,969	4,023,437.48		59,452,524	58,628,213.47		64,735,832	6,107,618.53
GRAND TOTAL		5,282,969	4,023,437.48		59,452,524	58,628,213.47		64,735,832	6,107,618.53

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	80359	71650.60	89	905504	819914.79	91	.00	985919	166004.21	83
11 **	EXECUTIVE SALARIES	80359	71650.60	89	905504	819914.79	91	.00	985919	166004.21	83
12-00	REGULAR SALARIES & WAGES	1121529	986733.97	88	12971470	11155938.16	86	.00	14093135	2937196.84	79
12-06	SALARIES/CONTRACTUAL	9896	8955.00	91	107604	101564.00	94	.00	117500	15936.00	86
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	26584	12115.63	46	185205	182711.89	99	.00	211814	29102.11	86
12 **	REGULAR SALARIES & WAGES	1158009	1007804.60	87	13264279	11440214.05	86	.00	14422449	2982234.95	79
13-00	OTHER SALARIES & WAGES	102879	80923.58	79	986115	875142.76	89	.00	1089037	213894.24	80
13 **	OTHER SALARIES & WAGES	102879	80923.58	79	986115	875142.76	89	.00	1089037	213894.24	80
14-00	OVERTIME	122160	71740.39	59	933005	972119.78	104	.00	1055237	83117.22	92
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	122160	71740.39	59	933005	972119.78	104	.00	1055237	83117.22	92
15-00	SPECIAL PAY	32848	32235.45	98	356407	375102.16	105	.00	389296	14193.84	96
15 **	SPECIAL PAY	32848	32235.45	98	356407	375102.16	105	.00	389296	14193.84	96
20-00	CLOTHING/SHOE ALLOWANCE	1846	120.00	7	20306	14026.93	69	.00	22168	8141.07	63
20 **	CLOTHING/SHOE ALLOWANCE	1846	120.00	7	20306	14026.93	69	.00	22168	8141.07	63
21-00	FICA TAXES	112275	95152.98	85	1230800	1091787.46	89	.00	1343201	251413.54	81
21 **	FICA TAXES	112275	95152.98	85	1230800	1091787.46	89	.00	1343201	251413.54	81
22-00	RETIREMENT CONTRIBUTIONS	106810	99274.26	93	1165065	1122750.01	96	.00	1272004	149253.99	88
22-01	FIRE PENSION	225715	188901.01	84	2482865	2171360.37	88	.00	2708603	537242.63	80
22-02	STATE CONTRIBUTIONS	29148	515149.51	1767	320628	515149.51	161	.00	349782	165367.51-	147
22-03	NON-FRS RETIREMENT PLAN	2963	2830.84	96	32593	32216.64	99	.00	35580	3363.36	91
22 **	RETIREMENT CONTRIBUTIONS	364636	806155.62	221	4001151	3841476.53	96	.00	4365969	524492.47	88
23-00	INSURANCES	5721	4329.68	76	62262	45193.77	73	.00	68086	22892.23	66

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ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-02	MEDICARE PART B	34275	23939.44	70	377025	350772.98	93	1048.20	411300	59478.82	86
23-04	MEDICAL	317120	254506.99	80	3513372	2631065.13	75	.00	3830582	1199516.87	69
23-05	HEALTH GF RETIREES 50%	5287	4180.05	79	59545	42729.40	72	.00	64828	22098.60	66
23-06	HEALTH GF RETIREES 100%	24415	19512.44	80	268565	223815.04	83	.00	292980	69164.96	76
23-07	DENTAL INSURANCE	15413	12270.93	80	168548	128895.67	77	.00	184088	55192.33	70
23-08	VISION INSURANCE	2727	2192.16	80	29837	23121.08	78	.00	32744	9622.92	71
23-09	LONG TERM DISABILITY	4188	4145.12	99	45924	43193.45	94	.00	50234	7040.55	86
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	409146	325076.81	80	4525078	3488786.52	77	1048.20	4934842	1445007.28	71
24-00	WORKER'S COMPENSATION	64299	269238.60	419	705351	570817.36	81	.00	769764	198946.64	74
24 **	WORKER'S COMPENSATION	64299	269238.60	419	705351	570817.36	81	.00	769764	198946.64	74
25-00	UNEMPLOYMENT COMPENSATION	833	865.80	104	9163	3065.80	34	.00	10000	6934.20	31
25 **	UNEMPLOYMENT COMPENSATION	833	865.80	104	9163	3065.80	34	.00	10000	6934.20	31
27-00	BENEFIT OFFSET	21500	18254.04	85	228303	198739.37	87	.00	249799	51059.63	80
27 **	BENEFIT OFFSET	21500	18254.04	85	228303	198739.37	87	.00	249799	51059.63	80
28-00	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	83027	37718.64	45	547183	394545.89	72	150868.30	630223	84808.81	87
31-01	LEGAL EXPENSES	41186	31675.39	77	457393	352740.34	77	135839.66	498580	10000.00	98
31-02	MEDICAL SERVICES	4644	407.35	9	51084	36760.20	72	13999.35	55730	4970.45	91
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1158	.00	0	12738	13905.00	109	.00	13905	.00	100
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-15	AFRICAN AM MUSE-GR2111	1770	.00	0	15930	17700.00	111	.00	17700	.00	100

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31-16	HTMOORE RESTOR-GR23HM	420	.00	0	3780	.00	0	4203.50	4204	.50	100
31-17	RESILIENT FL-FDEP 24PLN48	15000	.00	0	60000	.00	0	74945.50	75000	54.50	100
31-33	EMPLOYEE HEALTH CENTER	34768	45416.29	131	382448	376127.29	98	41093.71	417221	.00	100
31 **	PROFESSIONAL SERVICES	181973	115217.67	63	1530556	1191778.72	78	420950.02	1712563	99834.26	94
32-00	ACCOUNTING & AUDITING	6333	4000.00	63	69663	71000.00	102	72000.00	76000	67000.00-	188
32 **	ACCOUNTING & AUDITING	6333	4000.00	63	69663	71000.00	102	72000.00	76000	67000.00-	188
34-00	CONTRACT SERVICES	140433	83472.86	59	1572858	2871041.80	183	311608.97	1713358	1469292.77-	186
34-03	CUSTOMER SERVICE CONTRACT	277010	273206.22	99	3047110	2750921.51	90	.00	3324121	573199.49	83
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	36000	38410.98	107	396000	365557.48	92	45315.02	432000	21127.50	95
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34-23	JAG 2022-22-GG-02810	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	453443	395090.06	87	5015968	5987520.79	119	356923.99	5469479	874965.78-	116
39-00	CONTINGENCY	50298	.00	0	1590517	.00	0	.00	1640826	1640826.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	50298	.00	0	1590517	.00	0	.00	1640826	1640826.00	0
40-00	TRAVEL & PER DIEM	7273	128.13	2	92638	36499.14	39	70.00	100033	63463.86	37
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40-22	JAG-21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
40-23	VOCA-2023-COCOA PD-00042	427	180.00	42	1708	180.00	11	.00	2136	1956.00	8
40 **	TRAVEL & PER DIEM	7700	308.13	4	94346	36679.14	39	70.00	102169	65419.86	36
41-00	COMMUNICATION	34919	12307.13	35	378334	317291.47	84	53074.44	413302	42936.09	90
41-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
41 **	COMMUNICATION	34919	12307.13	35	378334	317291.47	84	53074.44	413302	42936.09	90

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42-00	POSTAGE & FREIGHT	47605	47701.00	100	482315	428574.24	89	87884.79	530019	13559.97	97
42 **	POSTAGE & FREIGHT	47605	47701.00	100	482315	428574.24	89	87884.79	530019	13559.97	97
43-00	ELECTRIC/WATER/SEWER	72658	116458.06	160	828976	617343.60	75	267159.00	901649	17146.40	98
43 **	ELECTRIC/WATER/SEWER	72658	116458.06	160	828976	617343.60	75	267159.00	901649	17146.40	98
44-00	RENTALS AND LEASES	4415	1864.09-	42-	49543	45050.10	91	3383.19	53980	5546.71	90
44 **	RENTALS AND LEASES	4415	1864.09-	42-	49543	45050.10	91	3383.19	53980	5546.71	90
45-00	INSURANCE	72356	.00	0	834876	730381.97	88	.00	907249	176867.03	81
45 **	INSURANCE	72356	.00	0	834876	730381.97	88	.00	907249	176867.03	81
46-00	REPAIRS & MAINTENANCE	125988	78501.21	62	1153614	699404.18	61	336423.69	1279635	243807.13	81
46-02	REPAIR/MAINT BUILDING	30400	46413.71	153	361490	257653.83	71	90807.75	391895	43433.42	89
46-03	REPAIR/MAINT-VEHICLES	40366	50311.88	125	438209	351357.86	80	6614.06	478653	120681.08	75
46-04	HTMOORE RESTOR-GR23HM	48153	.00	0	240765	.00	0	277259.63	288920	11660.37	96
46-05	HYDRANT FEES	21649	21585.33	100	238139	237438.63	100	.00	259797	22358.37	91
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	266556	196812.13	74	2432217	1545854.50	64	711105.13	2698900	441940.37	84
47-00	PRINTING & BINDING	9943	10457.75	105	142807	114505.32	80	29491.80	152820	8822.88	94
47 **	PRINTING & BINDING	9943	10457.75	105	142807	114505.32	80	29491.80	152820	8822.88	94
48-00	PROMOTIONAL ACTIVITIES	5258	1881.40	36	61848	36361.41	59	.00	67149	30787.59	54
48-11	BUSINESS ASSIST. PROGRAM	41	.00	0	451	37.48	8	.00	500	462.52	8
48 **	PROMOTIONAL ACTIVITIES	5299	1881.40	36	62299	36398.89	58	.00	67649	31250.11	54
49-00	OTHER CHARGES & OBLIG.	22209	27771.30	125	232936	156688.79	67	85225.09	255251	13337.12	95
49-02	ADVERTISING	124	.00	0	1364	.00	0	.00	1500	1500.00	0
49-06	BROWNFIELD PROG CITY COST	416	.00	0	4576	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	1041.00-	0	0	38362.07-	0	.00	0	38362.07	0
49-08	CASH OVER/SHORT	0	.00	0	0	1.00	0	.00	0	1.00-	0

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49-21	PD INVESTIGATIVE FUNDS	2083	6940.00	333	22913	8120.00	35	.00	25000	16880.00	33
49-23	COM CRIME PREV (SPOT)	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	24832	33670.30	136	261789	126447.72	48	85225.09	286751	75078.19	74
51-00	OFFICE SUPPLIES	3545	3105.94	88	43410	18846.08	43	.00	47067	28220.92	40
51-39	VOCA-2023-COCOA PD-00042	50	.00	0	250	208.99	84	.00	300	91.01	70
51 **	OFFICE SUPPLIES	3595	3105.94	86	43660	19055.07	44	.00	47367	28311.93	40
52-00	OPERATING SUPPLIES	85909	76617.30	89	886371	836071.23	94	47219.83	972392	89100.94	91
52-02	UNIFORMS-PURCHASED	8851	1571.00	18	85500	53748.25	63	37090.67	94374	3535.08	96
52-05	EMS 1st RESP-CONSUM SUPP	4780	7847.64	164	52724	36484.41	69	10926.82	57505	10093.77	82
52-07	JANITORIAL SUPPLIES	4482	3906.21	87	49302	38092.68	77	.00	53805	15712.32	71
52-10	HEATING FUEL	474	109.50	23	5214	2742.33	53	2945.67	5688	.00	100
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	307	.00	0	2763	3065.40	111	.00	3066	.60	100
52-26	BULLET PROOF VEST 2022	392	.00	0	3528	3919.00	111	1.00	3920	.00	100
52-30	FUEL, OIL, & LUBRICANTS	28243	24651.95	87	315881	225291.56	71	.00	344195	118903.44	66
52-33	EMPLOYEE HEALTH CENTER	15729	27780.98	177	173019	156084.71	90	32665.29	188750	.00	100
52-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
52-36	FIREHOUSE SUBS - E-BIKES	0	.00	0	0	.00	0	.00	0	.00	0
52-37	JAG 23-GG-03233	1298	.00	0	14278	15572.00	109	.00	15572	.00	100
52-38	BULLET PROOF VEST 2023	2156	2510.00	116	23716	24209.08	102	1670.92	25880	.00	100
52-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	152621	144994.58	95	1612296	1395280.65	87	132520.20	1765147	237346.15	87
53-00	ROAD MATERIALS/SUPPLIES	3847	784.00	20	42317	35913.16	85	7106.35	46175	3155.49	93
53 **	ROAD MATERIALS/SUPPLIES	3847	784.00	20	42317	35913.16	85	7106.35	46175	3155.49	93

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
54-00	MEMBERSHIP/PUBLICATIONS	3990	654.35	16	59599	36573.50	61	.00	63726	27152.50	57
54 **	MEMBERSHIP/PUBLICATIONS	3990	654.35	16	59599	36573.50	61	.00	63726	27152.50	57
55-00	TRAINING	17486	370.00	2	187832	64411.55	34	3554.46	205435	137468.99	33
55-01	EDA PROGRAM	2251	936.00	42	21925	14621.51	67	2258.00	24182	7302.49	70
55-02	P/F HS RECRUITMENT	2641	.00	0	16569	6521.79	39	12433.38	19208	252.83	99
55-22	JAG 21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
55-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
55-36	VOCA-2023-COCOA PD-00042	260	.00	0	1040	900.00	87	400.00	1300	.00	100
55 **	TRAINING	22638	1306.00	6	227366	86454.85	38	18645.84	250125	145024.31	42
56-15	IT-RELATED OPERATING EXP	193887	20790.53	11	2255625	723531.44	32	124692.90	2449628	1601403.66	35
56-16	FL CYBERSECURITY	0	.00	0	0	.00	0	.00	1	1.00	0
56 **	TECHNOLOGY SYSTEMS	193887	20790.53	11	2255625	723531.44	32	124692.90	2449629	1601404.66	35
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	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	24138	.00	0	217242	.00	0	.00	241379	241379.00	0
61 **	LAND	24138	.00	0	217242	.00	0	.00	241379	241379.00	0
62-00	BUILDINGS	213269	.00	0	1543521	35197.15-	2-	.00	1756794	1791991.15	2-
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	213269	.00	0	1543521	35197.15-	2-	.00	1756794	1791991.15	2-
63-00	INFRASTRUCTURE	201802-	35950.62	18-	2136115	755044.26	35	1091890.56	1934313	87378.18	96
63-07	IMPROVE OTHER THAN BLDG	1275564	12017.24	1	3131872	1832261.59	59	2079434.83	4407445	495748.58	89

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
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
63-15	FIND BV-CO-21-152 DRGPII	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
63-17	FIND BV-CO-23-159 WTRF P1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	1073762	47967.86	5	5267987	2587305.85	49	3171325.39	6341758	583126.76	91
64-00	MACHINERY AND EQUIPMENT	387201	35530.00-	9-	3386322	986184.18	29	2148906.57	3773550	638459.25	83
64-15	IT HARDWARE	2958	.00	0	60654	43336.44	71	.00	63623	20286.56	68
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	390159	35530.00-	9-	3446976	1029520.62	30	2148906.57	3837173	658745.81	83
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71-30	LEASE - COPIERS	4273	4280.78	100	47003	46995.55	100	4282.48	51278	.03-	100
71-33	LEASED POSTAGE METER	221	.00	0	884	.00	0	1102.17	1103	.83	100
71-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
71-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
71-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
71-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-64	SBITA - VECTOR TGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
71-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-67	SBITA - SOCRATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
71-69	SBITA - SAMSARA	5271	2666.98	51	26355	28948.96	110	2674.13	31624	.91	100
71 **	DEBT SERVICE - PRINCIPAL	9765	6947.76	71	74242	75944.51	102	8058.78	84005	1.71	100
72-30	LEASE - COPIERS	35	27.22	78	385	392.45	102	25.52	418	.03	100
72-33	LEASED POSTAGE METER	31	.00	0	124	.00	0	152.79	153	.21	100
72-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
72-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
72-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
72-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-64	SBITA - VECTOR TRGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
72-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-67	SBITA - SCORATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
72-69	SBITA - SAMSARA	236	86.12	37	1180	1335.14	113	78.97	1415	.89	100
72 **	DEBT SERVICE - INTEREST	302	113.34	38	1689	1727.59	102	257.28	1986	1.13	100
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	128525	.00	0	1413775	1542305.00	109	.00	1542305	.00	100
81 **	AIDS TO GOVT AGENCY	128525	.00	0	1413775	1542305.00	109	.00	1542305	.00	100
82-01	ECON DEV INCENTIVE CONTR	1666	.00	0	18326	.00	0	.00	20000	20000.00	0
82 **	AID TO PRIVATE ORGANIZAT	1666	.00	0	18326	.00	0	.00	20000	20000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	0	.00	0	0	.00	0	.00	0	.00	0
83-11	UPSTART COCOA PROGRAM	1041	.00	0	11451	.00	0	.00	12500	12500.00	0
83 **	OTHER GRANTS & AIDS	1041	.00	0	11451	.00	0	.00	12500	12500.00	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
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	89560	89552.08	100	985160	985173.88	100	.00	1074726	89552.12	92
91-21	TO 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 RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	550000	550000.00	100	.00	550000	.00	100
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	89560	89552.08	100	1535160	1535173.88	100	.00	1624726	89552.12	95
FUND 001	TOTAL *********										
	GENERAL FUND	6021885	3991944.45	66	58710900	43973608.94	75	7699828.96	64735832	13062394.10	80
GRAND	TOTAL *********										
		6021885	3991944.45	66	58710900	43973608.94	75	7699828.96	64735832	13062394.10	80

FY 2024 Budget by Classification Report - Summary Listing

8/31/2024

Target for August 2024 is 92%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 77,093,525	$ -	$ 72,297,038	$ 4,796,487	94%
INTERGOVERNMENTAL/GRANTS	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 567,350	$ -	$ 2,483,530	$ (1,916,180)	438%
*OTHER SOURCES (NON-REVENUE)	$ 16,937,756	$ -	$ 199,904	$ 16,737,852	1%
REVENUE TOTALS	**$ 94,598,631**	**$ -**	**$ 74,980,472**	**$ 19,618,159**	**79%**
EXPENSE					
SALARIES AND BENEFITS	$ 20,545,940	$ -	$ 15,163,483	$ 5,382,457	74%
OPERATING EXPENDITURES	$ 29,160,208	$ 4,697,079	$ 17,830,741	$ 6,617,788	61%
CAPITAL OUTLAY	$ 4,623,066	$ 1,190,483	$ 1,318,264	$ 2,114,319	29%
GRANTS, AIDS AND OTHER	$ 479,870	$ 75,754	$ 404,041	$ 75	84%
NON-OPERATING USES	$ 39,789,547	$ -	$ 37,746,826	$ 2,042,721	95%
EXPENSE TOTALS	**$ 94,598,631**	**$ 5,963,316**	**$ 72,463,354**	**$ 16,157,360**	83%
REVENUE TOTALS	**$ 94,598,631**	**$ -**	**$ 74,980,472**	**$ 19,618,159**	**79%**
EXPENSE TOTALS	**$ 94,598,631**	**$ 5,963,316**	**$ 72,463,354**	**$ 16,157,360**	**83%**
**	**$ -**	**$ (5,963,316)**	**$ 2,517,118**	**$ 3,460,799**	

*Fund Balance is a budgeted revenue, not actual revenue.

**Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
	30 02	FDEM H0477 LS#1	0	.00		0	.00		0	.00
	50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
	50 01	STATE DISASTER REIMB	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
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	31 00	WATER SALES	5,385,017	5,841,345.65	109	59,235,187	59,850,230.72	101	64,620,205	4,769,974.28
	33 00	WATER CONNECTION FEE	47,267	83,254.09	176	519,937	915,820.91	176	567,211	348,609.91-
	36 00	WATER HYDRANT FEES	327,416	340,862.96	104	3,601,576	3,879,444.15	108	3,928,996	49,551.85
	39 06	HYDRANT RESID FLOW TEST	141	1,050.00	745	1,551	12,450.00	803	1,696	10,754.00-
	39 07	BACKFLOW DEVICE TEST	12,808	19,139.11	149	140,888	213,788.59	152	153,700	60,088.59-
	39 08	JUMPER METERS	61	100.00-	164	671	2,220.00	331	742	1,478.00-
	39 09	PLAN REVIEW/CONST INSPECT	1,060	4,500.00	425	11,660	53,250.00	457	12,720	40,530.00-
	39 10	BACKFLOW PRV/RLCT TEMP	44	5.42	12	484	874.62	181	530	344.62-
	39 *	WATER OTHER INCOME	14,114	24,594.53	174	155,254	282,583.21	182	169,388	113,195.21-
	51 00	SEWER SALES	613,203	658,736.05	107	6,745,233	6,953,310.71	103	7,358,443	405,132.29
	51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	51 *	SEWER SALES	613,203	658,736.05	107	6,745,233	6,953,310.71	103	7,358,443	405,132.29
	53 02	SEWER CONN INDIAN HILLS	0	.00		0	.00		0	.00
	59 01	GREASE TRAP PERMITS	547	797.30	146	6,017	8,712.83	145	6,572	2,140.83-
	60 00	REUSE WATER SALES	36,274	40,946.05	113	399,014	400,621.98	100	435,290	34,668.02
	60 01	REUSE WATER INSTALLATION	618	.00		6,798	6,313.48	93	7,420	1,106.52
	60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	60 *	REUSE WATER SALES	36,892	40,946.05	111	405,812	406,935.46	100	442,710	35,774.54
	90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	6,424,456	6,990,536.63	109	70,669,016	72,297,037.99	102	77,093,525	4,796,487.01
340	***	CHARGES FOR SERVICES	6,424,456	6,990,536.63		70,669,016	72,297,037.99		77,093,525	4,796,487.01

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	63,629.17		0	112,117.21		0	112,117.21-
10 02	INVESTMENT INTEREST	41,757	148,826.95	356	459,327	994,531.30	217	501,087	493,444.30-
10 10	FLORIDA PRIME INTEREST	0	41,788.10		0	81,433.34		0	81,433.34-
10 11	INTEREST/CBOS	0	.00		0	.00		0	.00
10 *	INTEREST	41,757	254,244.22	609	459,327	1,188,081.85	259	501,087	686,994.85-
30 00	NET INC/DEC FMV INVESTMNT	0	613,361.76		0	1,291,562.01		0	1,291,562.01-
40 00	GAIN/(LOSS) SALE INVEST	0	54,885.72-		0	278,330.67-		0	278,330.67
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	54,885.72-		0	278,330.67-		0	278,330.67
361 **	INTEREST & OTHER EARNINGS	41,757	812,720.26	1946	459,327	2,201,313.19	479	501,087	1,700,226.19-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	114	.00		1,254	1,300.00	104	1,378	78.00
362 **	RENT AND ROYALTIES	114	.00		1,254	1,300.00	104	1,378	78.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	1,291.41-		0	1,291.41
10 00	GAIN/(LOSS)SALE OF F/A	833	.00		9,163	83,598.24	912	10,000	73,598.24-
364 **	DISPOSITION FIXED ASSETS	833	.00		9,163	82,306.83	898	10,000	72,306.83-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	265	.00		2,915	14,977.60	514	3,180	11,797.60-
365 **	SALE SURPLUS MTRLS &SCRAP	265	.00		2,915	14,977.60	514	3,180	11,797.60-
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	4,308	8,914.74	207	47,388	138,393.15	292	51,705	86,688.15-
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	4,308	8,914.74	207	47,388	138,393.15	292	51,705	86,688.15-
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	45,239.36		0	45,239.36-
369 **	OTHER MISC REVENUES	4,308	8,914.74	207	47,388	183,632.51	388	51,705	131,927.51-
360 ***	MISCELLANEOUS REVENUES	47,277	821,635.00		520,047	2,483,530.13		567,350	1,916,180.13-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
91 24	RENEW & REPLACE (424)	0	.00		199,904	199,904.00	100	199,904	.00
91 25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91 26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91 27	TRF FROM W/S RESRVS (425)	0	.00		0	.00		0	.00
91 42	W/S IMPACT FEE (422)	0	.00		0	.00		0	.00
91 52	TRF FROM WORK COMP (520)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		199,904	199,904.00	100	199,904	.00
381 **	INTERFUND TRANSFER	0	.00		199,904	199,904.00	100	199,904	.00
383	INSTLMT PURCH/CAP LEASE								
10 00	LEASE PROCEEDS	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
30 01	SRF LOAN PROCEEDS	0	.00		0	.00		0	.00
85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.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	1,506,965	.00		15,230,870	.00		16,737,852	16,737,852.00
99 *	BALANCE FORWARD	1,506,965	.00		15,230,870	.00		16,737,852	16,737,852.00
389 **	NON OPERATING SOURCES	1,506,965	.00		15,230,870	.00		16,737,852	16,737,852.00
380 ***	OTHER SOURCES(NON-REV)	1,506,965	.00		15,430,774	199,904.00		16,937,756	16,737,852.00
FUND TOTAL	WATER/SEWER FUND	7,978,698	7,812,171.63		86,619,837	74,980,472.12		94,598,631	19,618,158.88
GRAND TOTAL		7,978,698	7,812,171.63		86,619,837	74,980,472.12		94,598,631	19,618,158.88

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	14297	13161.60	92	157267	150700.32	96	.00	171571	20870.68	88
11 **	EXECUTIVE SALARIES	14297	13161.60	92	157267	150700.32	96	.00	171571	20870.68	88
12-00	REGULAR SALARIES & WAGES	962391	715418.72	74	10721568	8432529.82	79	.00	11684004	3251474.18	72
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	20262	2852.13	14	106361	128126.40	121	.00	126611	1515.40-	101
12-15	SETTLEMENT WAGES	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	982653	718270.85	73	10827929	8560656.22	79	.00	11810615	3249958.78	73
13-00	OTHER SALARIES & WAGES	58453	55902.53	96	581520	542560.32	93	.00	640001	97440.68	85
13 **	OTHER SALARIES & WAGES	58453	55902.53	96	581520	542560.32	93	.00	640001	97440.68	85
14-00	OVERTIME	61812	61768.17	100	679932	781149.81	115	.00	741778	39371.81-	105
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	61812	61768.17	100	679932	781149.81	115	.00	741778	39371.81-	105
15-00	SPECIAL PAY	175	.00	0	1925	200.00	10	.00	2100	1900.00	10
15 **	SPECIAL PAY	175	.00	0	1925	200.00	10	.00	2100	1900.00	10
20-00	CLOTHING/SHOE ALLOWANCE	1806	720.00	40	19733	20897.84	106	.00	21565	667.16	97
20 **	CLOTHING/SHOE ALLOWANCE	1806	720.00	40	19733	20897.84	106	.00	21565	667.16	97
21-00	FICA TAXES	84941	64054.27	75	934054	758318.05	81	.00	1019021	260702.95	74
21 **	FICA TAXES	84941	64054.27	75	934054	758318.05	81	.00	1019021	260702.95	74
22-00	RETIREMENT CONTRIBUTIONS	163820	122924.41	75	1614123	1515968.92	94	.00	1777960	261991.08	85
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	445	403.39	91	4895	4674.60	96	.00	5346	671.40	87
22 **	RETIREMENT CONTRIBUTIONS	164265	123327.80	75	1619018	1520643.52	94	.00	1783306	262662.48	85
23-00	INSURANCES	2794	2780.82	100	30594	30270.90	99	.00	33418	3147.10	91
23-02	RETIREES OTHER INSURANCES	10804	6564.04	61	139850	104912.82	75	.00	150663	45750.18	70
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-04	MEDICAL	250914	190183.66	76	2967698	2051967.36	69	.00	3218654	1166686.64	64
23-05	HEALTH RETIREES 50%	1408	464.45	33	15488	7431.20	48	.00	16903	9471.80	44
23-06	HEALTH RETIREES 100%	3756	2775.62	74	41316	34358.22	83	.00	45074	10715.78	76
23-07	DENTAL INSURANCE	12245	8229.97	67	134695	89518.67	67	.00	146979	57460.33	61
23-08	VISION INSURANCE	2181	1519.88	70	23991	16553.88	69	.00	26217	9663.12	63
23-09	LONG TERM DISABILITY	2859	2844.36	100	31295	31040.50	99	.00	34197	3156.50	91
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	286961	215362.80	75	3384927	2366053.55	70	.00	3672105	1306051.45	64
24-00	WORKER'S COMPENSATION	42279	174136.55	412	465363	343818.77	74	.00	507678	163859.23	68
24 **	WORKER'S COMPENSATION	42279	174136.55	412	465363	343818.77	74	.00	507678	163859.23	68
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	9163	1925.00	21	.00	10000	8075.00	19
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	9163	1925.00	21	.00	10000	8075.00	19
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	13850	11200.00	81	152350	116559.59	77	.00	166200	49640.41	70
27 **	BENEFIT OFFSET	13850	11200.00	81	152350	116559.59	77	.00	166200	49640.41	70
31-00	PROFESSIONAL SERVICES	37672	19973.00	53	435185	143479.20	33	38525.00	472870	290865.80	39
31-01	LEGAL EXPENSES	47264	10975.00	23	497876	136913.62	28	156740.22	545139	251485.16	54
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	350908	187234.18	53	3243355	1727639.99	53	1804272.75	3594263	62350.26	98
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	435844	218182.18	50	4176416	2008032.81	48	1999537.97	4612272	604701.22	87
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	186713	115615.44	62	1867030	1619696.85	87	187689.89	2053772	246385.26	88
34-09	MOWING CONTRACTS	0	.00	0	0	.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	186713	115615.44	62	1867030	1619696.85	87	187689.89	2053772	246385.26	88
39-00	CONTINGENCY	94743-	.00	0	584328	.00	0	.00	489595	489595.00	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	94743-	.00	0	584328	.00	0	.00	489595	489595.00	0
40-00	TRAVEL AND PER DIEM	1784	.00	0	20121	7437.40	37	.00	21938	14500.60	34
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1784	.00	0	20121	7437.40	37	.00	21938	14500.60	34
41-00	COMMUNICATION	19218	15270.57	80	210804	163565.62	78	34850.49	230061	31644.89	86
41 **	COMMUNICATION	19218	15270.57	80	210804	163565.62	78	34850.49	230061	31644.89	86
42-00	FREIGHT & POSTAGE SERVICE	1547	128.17	8	14162	4543.24	32	.00	15740	11196.76	29
42 **	FREIGHT & POSTAGE SERVICE	1547	128.17	8	14162	4543.24	32	.00	15740	11196.76	29
43-00	ELECTRIC/WATER/SEWER	236039	222302.88	94	2044135	1846795.25	90	406246.52	2280205	27163.23	99
43 **	ELECTRIC/WATER/SEWER	236039	222302.88	94	2044135	1846795.25	90	406246.52	2280205	27163.23	99
44-00	RENTAL AND LEASES	4556	7576.00	166	40016	36756.67	92	135.80	44600	7707.53	83
44-21	DUKE ENERGY-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
44 **	RENTAL AND LEASES	4556	7576.00	166	40016	36756.67	92	135.80	44600	7707.53	83
45-00	INSURANCE	104750	.00	0	1158744	950459.61	82	.00	1263507	313047.39	75
45 **	INSURANCE	104750	.00	0	1158744	950459.61	82	.00	1263507	313047.39	75
46-00	REPAIRS & MAINTENANCE	528478	549504.89	104	5638902	4478931.21	79	698087.31	6167410	990391.48	84
46-02	REPAIR/MAINT BUILDING	27767	11361.06	41	248144	54630.78	22	164289.21	275918	56998.01	79

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-03	REPAIR/MAINT-VEHICLES	28372	60739.96	214	302311	223123.98	74	.00	330724	107600.02	68
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	584617	621605.91	106	6189357	4756685.97	77	862376.52	6774052	1154989.51	83
47-00	PRINTING & BINDING	949	.00	0	10439	1535.00	15	.00	11420	9885.00	13
47 **	PRINTING & BINDING	949	.00	0	10439	1535.00	15	.00	11420	9885.00	13
48-00	PROMOTIONAL ACTIVITIES	2083	2148.22	103	22913	12993.49	57	.00	25000	12006.51	52
48 **	PROMOTIONAL ACTIVITIES	2083	2148.22	103	22913	12993.49	57	.00	25000	12006.51	52
49-00	OTHER CHARGES & OBLIG.	20004	2868.43	14	119258	54254.77	46	4025.00	139308	81028.23	42
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	2382.14-	0	0	61639.67-	0	.00	0	61639.67	0
49-08	CASH OVER & UNDER	0	2.86	0	0	124.04-	0	.00	0	124.04	0
49-09	DOCUMENT RECORDING CHGS	500	282.70	57	5500	3235.20-	59-	3275.20	6000	5960.00	1
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	20504	771.85	4	124758	10744.14-	9-	7300.20	145308	148751.94	2-
51-00	OFFICE SUPPLIES	2047	1510.30	74	22517	12101.10	54	.00	24614	12512.90	49
51 **	OFFICE SUPPLIES	2047	1510.30	74	22517	12101.10	54	.00	24614	12512.90	49
52-00	OPERATING SUPPLIES	75652	59425.33	79	730653	669588.49	92	58824.92	806339	77925.59	90
52-02	UNIFORMS-PURCHASED	0	.00	0	0	.00	0	.00	0	.00	0
52-07	JANITORIAL SUPPLIES	769	437.32	57	8459	7568.46	90	.00	9240	1671.54	82
52-09	CHEMICALS	509561	723400.12	142	5771117	5039275.83	87	1074490.08	6280686	166920.09	97
52-30	FUEL OIL & LUBRICANTS	44553	46622.30	105	493350	323520.90	66	18577.74	537938	195839.36	64
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	630535	829885.07	132	7003579	6039953.68	86	1151892.74	7634203	442356.58	94

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53-00	ROAD MATERIALS/SUPPLIES	8490-	.00	0	14468	388.46	3	4611.54	6000	1000.00	83
53 **	ROAD MATERIALS/SUPPLIES	8490-	.00	0	14468	388.46	3	4611.54	6000	1000.00	83
54-00	MEMBERSHIP/PUBLICATIONS	3468	.00	0	37851	34844.57	92	.00	41345	6500.43	84
54 **	MEMBERSHIP/PUBLICATIONS	3468	.00	0	37851	34844.57	92	.00	41345	6500.43	84
55-00	TRAINING	6600	6051.76	92	69893	41538.91	59	4075.30	76527	30912.79	60
55-01	EDA PROGRAM	416	318.42	77	4576	480.84	11	.00	5000	4519.16	10
55 **	TRAINING	7016	6370.18	91	74469	42019.75	56	4075.30	81527	35431.95	57
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	337522	42223.11	13	3067493	303511.02	10	52962.26	3405049	3048575.72	11
56 **	TECHNOLOGY SYSTEMS	337522	42223.11	13	3067493	303511.02	10	52962.26	3405049	3048575.72	11
59-00	DEPRECIATION EXPENSE	0	.00	0	0	164.85	0	.00	0	164.85-	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	164.85	0	.00	0	164.85-	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	18917	.00	0	1343473	12125.00	1	838566.03	1362387	511695.97	62
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	18917	.00	0	1343473	12125.00	1	838566.03	1362387	511695.97	62
64-00	MACHINERY & EQUIPMENT	245210	23001.00	9	2468893	1913295.73	78	319684.52	2714120	481139.75	82
64-15	IT HARDWARE	51367	16562.35	32	495168	451425.57	91	32232.53	546559	62900.90	89
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	296577	39563.35	13	2964061	2364721.30	80	351917.05	3260679	544040.65	83
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	1058582.31-	0	.00	0	1058582.31	0
69 **	PROPRIETARY FUNDS	0	.00	0	0	1058582.31-	0	.00	0	1058582.31	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	28293	28533.80	101	311223	282233.83	91	57276.55	339510	.38-	100
71-35	SBITA - SAMSARA	6651	3365.47	51	33255	36530.84	110	3374.48	39905	.32-	100
71 **	PRINCIPAL	34944	31899.27	91	344478	318764.67	93	60651.03	379415	.70-	100
72-32	LEASED ASSET-GENERATOR	7848	7606.20	97	86328	79166.17	92	15003.45	94170	.38	100
72-35	SBITA - SAMSARA	298	108.68	37	1490	1684.81	113	99.67	1785	.52	100
72 **	DEBT SERVICE - INTEREST	8146	7714.88	95	87818	80850.98	92	15103.12	95955	.90	100
73-00	OTHER DEBT SERVICE COST	275	.00	0	3025	3225.00	107	.00	3300	75.00	98
73-32	GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
73-33	SBITA ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	INTANG AMORT EXP	275	.00	0	3025	3225.00	107	.00	3300	75.00	98
82-00	AID TO PRIVATE ORGANIZAT	100	1200.00	1200	1100	1200.00	109	.00	1200	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	1200.00	1200	1100	1200.00	109	.00	1200	.00	100
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-02	TO GEN FUND ROI (001)	640777	640777.92	100	7048547	7048557.12	100	.00	7689335	640777.88	92
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	TRANSFER TO R & R (424)	0	.00	0	15139983	15139983.00	100	.00	15139983	.00	100
91-25	TO RESTRCTD ASSET (425)	597607	597606.66	100	6710617	6710623.36	100	.00	7308234	597610.64	92
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-27	TO TCR/SJR PROJ (427)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND (422)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1238384	1238384.58	100	28899147	28899163.48	100	.00	30137552	1238388.52	96
94-01	TXFR TO GF OH ALLOC (001)	664154	664154.00	100	7305694	7305694.00	100	.00	7969848	664154.00	92
94 **	INTERFUND TRANSFER	664154	664154.00	100	7305694	7305694.00	100	.00	7969848	664154.00	92
95-01	TXFR TO GF 6% PLOFF (001)	140178	140178.92	100	1541958	1541968.12	100	.00	1682147	140178.88	92
95 **	NONOPERATING	140178	140178.92	100	1541958	1541968.12	100	.00	1682147	140178.88	92
FUND 421	TOTAL *********										
	WATER/SEWER FUND	6589959	5644589.45	86	88007535	72463354.43	82	5977916.46	94598631	16157360.11	83
GRAND	TOTAL *********										
		6589959	5644589.45	86	88007535	72463354.43	82	5977916.46	94598631	16157360.11	83

FY 2024 Budget by Classification Report - Summary Listing

8/31/2024

Target for August 2024 is 92%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 2,183,841	$ -	$ 2,246,576	$ (62,735)	103%
CHARGES FOR SERVICES	$ -	$ -	$ 9	$ (9)	0%
INTERGOVERNMENTAL/GRANT	$ 935,118	$ -	$ 796,168	$ 138,950	85%
MISCELLANEOUS	$ 9,287	$ -	$ 170,900	$ (161,613)	1840%
**OTHER SOURCES (NON-REVENUE)	$ 926,113	$ -	$ -	$ 926,113	0%
REVENUE TOTALS	**$ 4,054,359**	**$ -**	**$ 3,213,653**	**$ 840,706**	**79%**
EXPENSE					
SALARIES AND BENEFITS	$ 682,295	$ -	$ 400,187	$ 282,108	59%
OPERATING EXPENDITURES	$ 935,697	$ 41,122	$ 379,084	$ 515,491	41%
CAPITAL OUTLAY	$ 2,120,717	$ 744,060	$ 1,143,109	$ 233,549	54%
OTHER SOURCES (NON-REVENUE)	$ 3,147	$ 262	$ 2,884	$ 1	92%
NON-OPERATING USES	$ 312,503	$ -	$ 286,461	$ 26,042	92%
EXPENSE TOTALS	**$ 4,054,359**	**$ 785,444**	**$ 2,211,724**	**$ 1,057,190**	**74%**
REVENUE TOTALS	**$ 4,054,359**	**$ -**	**$ 3,213,653**	**$ 840,706**	**79%**
EXPENSE TOTALS	**$ 4,054,359**	**$ 785,444**	**$ 2,211,724**	**$ 1,057,190**	**74%**
	$ -	**$ (785,444)**	**$ 1,001,929**	**$ (216,484)**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	STRMWTR SPEC ASSMNT	172,802	.00		1,900,822	2,107,421.66	111	2,073,634	33,787.66-
23 02	DELINQUENT TAX	0	31.63		0	10,572.23-		0	10,572.23
23 03	PENALTIES	0	3.01		0	6,703.72		0	6,703.72-
23 04	TAX CERTIFICATES	9,183	.00		101,013	143,022.50	142	110,207	32,815.50-
23 *	STORMWATER	181,985	34.64		2,001,835	2,246,575.65	112	2,183,841	62,734.65-
325 **	SPECIAL ASSESSMENT	181,985	34.64		2,001,835	2,246,575.65	112	2,183,841	62,734.65-
320 ***	OTHER PERMITS & FEES	181,985	34.64		2,001,835	2,246,575.65		2,183,841	62,734.65-
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
36 35	US1/FOREST AV S/W FACILTY	12,000	.00		108,000	.00		120,000	120,000.00
36 36	N FSK S/W PND FLOAT WTLND	76,800	768,000.00	1000	691,200	768,000.00	111	768,000	.00
36 69	DIX/IRD IRL RESIL DESIGN	5,634	.00		22,536	28,168.03	125	28,169	.97
36 *	STORMWATER MANAGEMENT	94,434	768,000.00	813	821,736	796,168.03	97	916,169	120,000.97
334 **	STATE GRANT	94,434	768,000.00	813	821,736	796,168.03	97	916,169	120,000.97
338	SHARED REVENUE LOCAL UNIT								
10 00	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
10 02	CHURCH STREET BAFFLE BOX	0	.00		0	.00		0	.00
10 05	SOIRL-SAVE OUR IR LAGOON	1,768	.00		17,181	.00		18,949	18,949.00
10 *	SHARED REV - BREVARD CTY	1,768	.00		17,181	.00		18,949	18,949.00
338 **	SHARED REVENUE LOCAL UNIT	1,768	.00		17,181	.00		18,949	18,949.00
330 ***	INTERGOVERNMENTAL REVENUE	96,202	768,000.00		838,917	796,168.03		935,118	138,949.97
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	2.93-		0	8.87		0	8.87-
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	0	2.93-		0	8.87		0	8.87-
343 **	PHYSICAL ENVIRONMENT	0	2.93-		0	8.87		0	8.87-
340 ***	CHARGES FOR SERVICES	0	2.93-		0	8.87		0	8.87-

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	740	9.29	1	8,140	3,519.21	43	8,887	5,367.79
10 02	INVESTMENT INTEREST	0	4,284.74		0	27,852.36		0	27,852.36-
10 10	FLORIDA PRIME INTEREST	0	11,341.06		0	123,828.17		0	123,828.17-
10 *	INTEREST	740	15,635.09	2113	8,140	155,199.74	1907	8,887	146,312.74-
30 00	NET INC/DEC FMV INVESTMNT	0	3,793.45		0	7,934.80		0	7,934.80-
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	740	19,428.54	2626	8,140	163,134.54	2004	8,887	154,247.54-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	2,576.10		0	2,576.10-
364 **	DISPOSITION FIXED ASSETS	0	.00		0	2,576.10		0	2,576.10-
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	33	.00		363	5,189.81	1430	400	4,789.81-
369 **	OTHER MISC REVENUES	33	.00		363	5,189.81	1430	400	4,789.81-
360 ***	MISCELLANEOUS REVENUES	773	19,428.54		8,503	170,900.45		9,287	161,613.45-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	TRF FROM W/S 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	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
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	78,778	.00		847,330	.00		926,113	926,113.00
99 *	BALANCE FORWARD	78,778	.00		847,330	.00		926,113	926,113.00
389 **	NON OPERATING SOURCES	78,778	.00		847,330	.00		926,113	926,113.00
380 ***	OTHER SOURCES(NON-REV)	78,778	.00		847,330	.00		926,113	926,113.00
FUND TOTAL	STORMWATER UTILITY	357,738	787,460.25		3,696,585	3,213,653.00		4,054,359	840,706.00
GRAND TOTAL		357,738	787,460.25		3,696,585	3,213,653.00		4,054,359	840,706.00

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	35556	23213.74	65	391228	243749.26	62	.00	426786	183036.74	57
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	35556	23213.74	65	391228	243749.26	62	.00	426786	183036.74	57
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	533	8.68	2	5863	3494.70	60	.00	6400	2905.30	55
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	533	8.68	2	5863	3494.70	60	.00	6400	2905.30	55
15-00	SPECIAL PAY	28	.00	0	196	200.00	102	.00	225	25.00	89
15 **	SPECIAL PAY	28	.00	0	196	200.00	102	.00	225	25.00	89
20-00	CLOTHING/SHOE ALLOWANCE	50	.00	0	550	600.00	109	.00	600	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	50	.00	0	550	600.00	109	.00	600	.00	100
21-00	FICA TAXES	2772	1732.67	63	30492	18533.94	61	.00	33269	14735.06	56
21 **	FICA TAXES	2772	1732.67	63	30492	18533.94	61	.00	33269	14735.06	56
22-00	RETIREMENT CONTRIBUTIONS	4379	3165.19	72	48169	33577.35	70	.00	52553	18975.65	64
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	4379	3165.19	72	48169	33577.35	70	.00	52553	18975.65	64
23-00	INSURANCES	108	83.10	77	1188	843.26	71	.00	1302	458.74	65
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	7986	5604.88	70	87846	56468.94	64	.00	95834	39365.06	59
23-07	DENTAL INSURANCE	309	260.34	84	3399	2652.41	78	.00	3716	1063.59	71
23-08	VISION INSURANCE	58	43.09	74	638	439.52	69	.00	707	267.48	62
23-09	LONG TERM DISABILITY	109	84.29	77	1199	854.71	71	.00	1316	461.29	65
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	8570	6075.70	71	94270	61258.84	65	.00	102875	41616.16	60
24-00	WORKER'S COMPENSATION	4565	18922.02	415	50215	36472.68	73	.00	54787	18314.32	67
24 **	WORKER'S COMPENSATION	4565	18922.02	415	50215	36472.68	73	.00	54787	18314.32	67
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	300.00	75	4400	2300.00	52	.00	4800	2500.00	48
27 **	BENEFIT OFFSET	400	300.00	75	4400	2300.00	52	.00	4800	2500.00	48
31-00	PROFESSIONAL SERVICES	17581	5000.00	28	189109	49147.66	26	21844.75	206702	135709.59	34
31-01	LEGAL EXPENSES	41	.00	0	451	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	17622	5000.00	28	189560	49147.66	26	21844.75	207202	136209.59	34
34-00	CONTRACT SERVICES	9183	1366.00	15	100163	57915.42	58	13123.45	109353	38314.13	65
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	9183	1366.00	15	100163	57915.42	58	13123.45	109353	38314.13	65
39-00	CONTINGENCY	18439	.00	0	268377	.00	0	.00	286823	286823.00	0
39 **	CONTINGENCY	18439	.00	0	268377	.00	0	.00	286823	286823.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	2607	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	2607	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	173	90.80	53	1903	998.54	53	1077.46	2076	.00	100
41 **	COMMUNICATION	173	90.80	53	1903	998.54	53	1077.46	2076	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	451	.00	0	.00	500	500.00	0
42 **	POSTAGE & FREIGHT	41	.00	0	451	.00	0	.00	500	500.00	0
43-00	ELECTRIC/WATER/SEWER	1250	2195.12	176	13750	11729.30	85	2804.67	15000	466.03	97

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
43 **	ELECTRIC/WATER/SEWER	1250	2195.12	176	13750	11729.30	85	2804.67	15000	466.03	97
44-00	RENTALS AND LEASES	250	.00	0	2750	.00	0	.00	3000	3000.00	0
44 **	RENTALS AND LEASES	250	.00	0	2750	.00	0	.00	3000	3000.00	0
45-00	INSURANCE	1394	.00	0	15334	13773.15	90	.00	16734	2960.85	82
45 **	INSURANCE	1394	.00	0	15334	13773.15	90	.00	16734	2960.85	82
46-00	REPAIRS & MAINTENANCE	7268	5675.54	78	79828	83432.27	105	.00	87100	3667.73	96
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	17192	3088.65	18	134112	133499.21	100	.57	151314	17814.22	88
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	24460	8764.19	36	213940	216931.48	101	.57	238414	21481.95	91
47-00	PRINTING & BINDING	41	.00	0	451	275.00	61	.00	500	225.00	55
47 **	PRINTING & BINDING	41	.00	0	451	275.00	61	.00	500	225.00	55
49-00	OTHER CHARGES & OBLIG.	22	.00	0	242	333.66	138	.00	267	66.66-	125
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	38.83-	0	0	1025.14-	0	.00	0	1025.14	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	22	38.83-	177-	242	691.48-	286-	.00	267	958.48	259-
51-00	OFFICE SUPPLIES	41	.00	0	451	501.24	111	.00	500	1.24-	100
51 **	OFFICE SUPPLIES	41	.00	0	451	501.24	111	.00	500	1.24-	100
52-00	OPERATING SUPPLIES	922	424.63	46	10142	8154.91	80	2271.32	11070	643.77	94
52-02	UNIFORMS-PURCHASED	0	.00	0	0	.00	0	.00	0	.00	0
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2576	2178.78	85	28336	17864.54	63	.00	30915	13050.46	58
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52 **	OPERATING SUPPLIES	3498	2603.41	74	38478	26019.45	68	2271.32	41985	13694.23	67
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	682	650.00	95	.00	750	100.00	87
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	682	650.00	95	.00	750	100.00	87
55-00	TRAINING	729	.00	0	8019	1604.00	20	.00	8750	7146.00	18
55 **	TRAINING	729	.00	0	8019	1604.00	20	.00	8750	7146.00	18
56-15	IT-RELATED OPERATING EXP	180-	.00	0	1170	230.00	20	.00	993	763.00	23
56 **	TECHNOLOGY SYSTEMS	180-	.00	0	1170	230.00	20	.00	993	763.00	23
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	88880	1452.40	2	561325	244900.49	44	294115.93	650197	111180.58	83
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-08	FISKE BLVD CEI	0	.00	0	0	.00	0	.00	0	.00	0
63-35	US1/FOREST AV S/W FACILTY	12000	26509.39	221	108000	49492.30	46	70507.70	120000	.00	100
63-36	N FSK S/W PND FLOAT WTLND	76800	.00	0	691200	768000.00	111	.00	768000	.00	100
63-69	DIX/IRVR DR RESIL 23FRP03	0	.00	0	0	.00	0	.00	0	.00	0
63-73	FISKE CONSTRUCTION	8346	.00	0	451802	80715.80	18	379436.20	460153	1.00	100
63 **	INFRASTRUCTURE	186026	27961.79	15	1812327	1143108.59	63	744059.83	1998350	111181.58	94
64-00	MACHINERY & EQUIPMENT	11019	.00	0	111339	122367.00	110	.00	122367	.00	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	11019	.00	0	111339	122367.00	110	.00	122367	.00	100
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	122367.00-	0	.00	0	122367.00	0
69 **	PROPRIETARY FUND	0	.00	0	0	122367.00-	0	.00	0	122367.00	0
71-35	SBITA - SAMSARA	502	254.00	51	2510	2757.04	110	254.68	3012	.28	100
71 **	PRINCIPAL	502	254.00	51	2510	2757.04	110	254.68	3012	.28	100
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	23	8.20	36	115	127.16	111	7.52	135	.32	100
72 **	DEBT SERVICE - INTEREST	23	8.20	36	115	127.16	111	7.52	135	.32	100
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
94-01	TXFR TO GF OH ALLOC (001)	26041	26041.92	100	286451	286461.08	100	.00	312503	26041.92	92
94 **	INTERFUND TRANSFER	26041	26041.92	100	286451	286461.08	100	.00	312503	26041.92	92
FUND 423	TOTAL ********* STORMWATER UTILITY	357726	127664.60	36	3696453	2211724.40	60	785444.25	4054359	1057190.35	74
GRAND	TOTAL *********	357726	127664.60	36	3696453	2211724.40	60	785444.25	4054359	1057190.35	74

Legislation Details (With Text)

File #:	24-567	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/19/2024			**In control:**	City Council
On agenda:	9/24/2024			**Final action:**	
Title:	FY 2024 August Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Revenue Budget Tracking Worksheet.pdf Expense Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 19, 2024
Agenda Date: September 24, 2024
Prepared By: Zoie Badalov, Staff Accountant
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director; Stockton Whitten, City Manager
Requested Action:
FY 2024 August 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 2024 thru August 31th, 2024.

Section 5. - Appropriations.

(a) Appropriations for expenditures shall be established by the budget, and from the effective date of the budget the several amounts stated therein as proposed expenditures shall be and become appropriated to the several objects and purposes set forth in the budget.

(b) At any time during the fiscal year the city council may by resolution transfer part or all of the unencumbered appropriation balance from one department or major organizational unit to the appropriation for other departments or major organizational units. The city manager may transfer part or all of any unencumbered appropriation balances among programs within a department or organizational unit and shall report such transfers to the city council in writing in a timely manner. The monetary amount of the city manager's transfer authority shall be established by the city council by resolution.

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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:

Informational Item Only

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FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
10/12/2023	001-0000-331.20-28	$15,572	ACCEPT JAG GRANT FUNDS RESOLUTION #: 23-115	143
	001-0000-389.99-50	$1,969,004	PROVOST PARK BUDGET FY124 RESOLUTION #: 23-116	
	001-0000-369.90-04	$5,000	RECEIVE HVE GRANT FUNDS RESOLUTION #: 23-114	
10/27/2023	001-0000-389.99-50	$450,000	FY 24 PAVING BUDGET RESOLUTION #: 23-126	
	001-0000-389.99-50	$321,797	PROVOST PARK LIGHTS RESOLUTION #: 23-118	
	001-0000-389.99-50	$692,385	STRADLEY PARK BUDGET RESOLUTION #: 23-121	
	001-0000-331.20-29	$12,940	23 BULLET PROOF VST GRANT RESOLUTION #: 23-127	
11/17/2023	001-0000-389.99-50	$0	STRADLEY PARK PROJECT SHORTFALL	
11/30/2023	001-0000-364.00-00	$525,000	SELL LADDER BUY PMPER TRK RESOLUTION #: 23-139	
	001-0000-389.99-50	$127,875		
12/15/2023	001-0000-389.99-50	$6,356,024	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	001-0000-331.20-23	$3,066	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
	001-0000-331.20-26	$1,960		
	001-0000-331.70-02	$17,700		
	001-0000-334.70-11	$4,204		
	001-0000-389.99-50	$1,681,979		
01/16/2024	001-0000-369.90-00	$112,400	FLORIDA CITY GAS PIPELINE RESOLUTION #:	

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
			24-008	143
04/01/2024	001-0000-381.91-11	$800,000	M.C. BLAKE DSCRA FUNDING RESOLUTION #: 24-029	
	001-0000-366.10-10	$6,000	PD CANINE DONATION RESOLUTION #: 24-026	
04/11/2024	001-0000-366.10-10	$1,800	K-9 VEST DONATION RESOLUTION #: 24-035	
04/25/2024	001-0000-389.99-50	$50,000	CORRECT ROLL: SIDEWALKS RESOLUTION #: 24-039	
	001-0000-334.70-11	$144,460	H.T. MOORE WINDOW REPLACE RESOLUTION #: 24-041	
	001-0000-389.99-50	$144,460		
	001-0000-331.20-27	($6,528)	VOCA GRANT AWARD TRUE UP RESOLUTION #: 24-039	
05/07/2024	001-0000-389.99-50	$5,104	BRACCO POND 1 CORRECT ROLL	
	001-0000-389.99-50	$34,287	BRACCO POND 2 CORRECT ROLL	
	001-0000-389.99-50	$9,244	BREVARD MUSEUM CORRECT ROLL	
	001-0000-389.99-50	$6,465	CARL ANDERSON CORRECT ROLL	
	001-0000-389.99-50	($679,000)	ERP CORRECT ROLL	
	001-0000-389.99-50	($634,500)	FIRE PUMPER TRUCK CORRECT ROLL	
	001-0000-389.99-50	$26,651	FLEET FUEL TANK CORRECT ROLL	
	001-0000-389.99-50	$26,886	PD HQ CORRECT ROLL	
	001-0000-389.99-50	$139	PWFBPI CORRECT ROLL	
05/17/2024	001-0000-389.99-50	$550,000	FISKE CEI & CONSTRUCTION RESOLUTION #: 24-043	
05/31/2024	001-0000-366.10-10	$2,726	ACCEPT K9 COOLGUARD DON. RESOLUTION #:	

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
05/31/2024			24-047	143
	001-0000-334.50-55	$75,000	FDEP VULNERABILITY ASSESS RESOLUTION #: 24-048	
07/12/2024	001-0000-334.10-15	$1	FL Cybersecurity Grant RESOLUTION #: 24-051	
	001-0000-366.10-10	$3,150	K9 KENNEL FOR VEH. 30 RESOLUTION #: 24-062	
	001-0000-381.91-10	$2,187,121	LEE WENNER TRAN FROM CCRA RESOLUTION #: 24-058	
08/19/2024	001-0000-381.91-14	$13,377	MOVE FL CLASS INTEREST	
	001-0000-389.99-50	($13,377)		
	001-0000-381.91-20	$1	PROVIDE FUNDING TO 001	
	001-0000-389.99-50	($1)		
14	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$15,050,372**
14	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**GENERAL FUND**	**$15,050,372**
12/15/2023	104-0000-389.99-50	$151,680	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
04/25/2024	104-0000-331.54-00	($1,954)	TRUE UP HOME BUDGET RESOLUTION #: 24-024	
	104-0000-361.10-00	$329		
	104-0000-389.99-10	$79,366		
	104-0000-389.99-50	($79,366)		
	104-0000-389.99-50	($58,430)	TRUE UP HOME: CONTINGENCY RESOLUTION #: 24-024	

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
04/25/2024	104-0000-389.99-50	($14,271)	TRUE UP HOME: EXCESS BAL. RESOLUTION #: 24-024	1065
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$77,354**
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**BREVARD COUNTY HOME**	**$77,354**
10/12/2023	105-0000-334.90-01	$14,691	RECEIVE SHIP FUNDS RESOLUTION #: 23-112	142
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$14,691**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**SHIP/COCOA HOUSING TRUST**	**$14,691**
12/15/2023	107-0000-389.99-50	$12,094	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
12/18/2023	107-0000-389.99-50	$3,000	BLD 2 CITIZENSERVE RPRTS RESOLUTION #: 23-144	
04/01/2024	107-0000-389.99-50	$48,220	BUILDING OFFICIAL VEHICLE RESOLUTION #: 24-027	
08/27/2024	107-0000-389.99-50	$63,200	PRVT BLDG INSPCT SRVCS RESOLUTION #: 24-081	
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$126,514**
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**BUILDING PERMITS**	**$126,514**
04/25/2024	108-0000-389.99-50	$4,000	SECTION 108 LOAN INTEREST RESOLUTION #: 24-039	3072
	108-0000-389.99-50	$29,000	SECTION 108 LOAN PRE-PMT RESOLUTION #:	

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
04/25/2024			24-039	3072
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$33,000**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**SEC 108 LOAN GUARANTEE**	**$33,000**
12/07/2023	110-0000-389.99-50	$86,000	Buy 203 Orange St. Resolution #: CCRA23-752	958
	110-0000-389.99-50	$84,000	Docking & Breakwtr Match RESOLUTION #: CCRA 23-749	
12/15/2023	110-0000-389.99-50	$2,331,364	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	110-0000-389.99-50	$25,748	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
01/10/2024	110-0000-338.00-00	($106,329)	REDUCED TIF REVENUE RESOLUTION #: CCRA 23-797	
04/18/2024	110-0000-389.99-50	$23,931	PARK FENCING & LOCKS RESOLUTION #: CCRA-24-184	
07/08/2024	110-0000-389.99-50	$100	ANNUAL AUDIT INCREASE RESOLUTION #: CCRA-24-350	
	110-0000-389.99-50	$10,000	CRA PLAN UPDATE CONSUL. RESOLUTION #: CCRA24-351	
	110-0000-389.99-50	($1,104,879)	REPLENISH FUND BALANCE RESOLUTION #: CCRA24-304	
08/08/2024	110-0000-389.99-50	$70,000	CONFIDENTIAL IT HARDWARE RESOLUTION #: CCRA-24-437	
6	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$1,419,935**

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
6	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**CRA COCOA RDA**	**$1,419,935**
12/15/2023	111-0000-389.99-50	$150,000	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	1065
	111-0000-389.99-50	$15,292	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
01/31/2024	111-0000-338.00-00	($28,774)	REDUCED TIF REVENUE RESOLUTION # DSCRA-24-003	
03/13/2024	111-0000-389.99-50	$325,000	M.C. BLAKE DSCRA FUNDING RESOLUTION # DSCRA-24-088	
06/21/2024	111-0000-389.99-50	$100	ANNUAL AUDIT INCREASE RESOLUTION#: CCRA-24-344	
	111-0000-389.99-50	$10,000	CRA PLAN UPDATE CONSUL. RESOLUTION #: CCRA-24-345	
08/19/2024	111-0000-389.99-50	$8,000	DSCRA PRGRM INITIATIVE RES#: DSCRA-24-479	
	111-0000-389.99-50	$17,000	IT-RELATED PROJECT RES#: DSCRA-24-481	
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$496,618**
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**CRA DIAMOND SQUARE 626**	**$496,618**
11/17/2023	130-0000-389.99-50	$62,705	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
12/15/2023	130-0000-331.90-02	$691,432	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	130-0000-331.90-02	$808,997	PO ROLL: SEE TRACKER RESOLUTION #:	

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
12/15/2023			23-142	669
04/25/2024	130-0000-389.99-50	($62,705)	CORRECT ROLL: BRUSH TRUCK RESOLUTION #: 24-039	
08/19/2024	130-0000-389.99-50	$13,377	MOVE FL CLASS INTEREST	
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$1,513,806**
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**AMERICAN RESCUE PLAN FUND**	**$1,513,806**
02/29/2024	143-0000-389.99-50	$13,457	FED. FUNDS FOR TRAINING RESOLUTION #: 24-013	2169
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$13,457**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**FEDERAL FORFEITURE FUND**	**$13,457**
08/19/2024	201-0000-381.91-01	($1)	PROVIDE FUNDING TO 001	4878
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**($1)**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**DEBT SERVICE FUND**	**($1)**
10/27/2023	303-0000-331.90-01	$4,103,261	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
	303-0000-389.99-50	$426,023		
05/17/2024	303-0000-381.91-01	$550,000	FISKE CEI & CONSTRUCTION RESOLUTION #: 24-043	
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$5,079,284**

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**FISKE BV CMPLT STRTSCAPE**	**$5,079,284**
12/18/2023	304-0000-337.30-21	$84,000	DOCKING & BREAKWTR GRANT RESOLUTION #: 23-141	1091
	304-0000-381.91-10	$84,000		
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$168,000**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**T DOCKS / BREAKWATER**	**$168,000**
10/27/2023	421-0000-381.91-24	$199,904	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128	351
	421-0000-389.99-50	($199,904)		
11/17/2023	421-0000-389.99-50	$264,304	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	
12/15/2023	421-0000-389.99-50	$7,571,410	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	421-0000-389.99-50	$1,987,399	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
02/29/2024	421-0000-389.99-50	($1,223,744)	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	
04/25/2024	421-0000-389.99-50	$75,000	INTEREST FOR CUSTOMER ACC RESOLUTION #: 24-039	
	421-0000-389.99-50	$10,000	INVENTORY OVER/ SHORT RESOLUTION #: 24-039	
	421-0000-389.99-50	($63,171)	REFND EXCESS VEHICLE ROLL RESOLUTION #: 24-039	
5	**Total Budget**	**Total Budget**	**Division 0000 Total**	**$8,621,198**

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers	**Amendments/Transfers**		
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**WATER/SEWER FUND**	**$8,621,198**
02/29/2024	422-0000-389.99-50	$107,092	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
	422-0000-389.99-50	$2,593,648	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	
	422-0000-389.99-50	$2,401,619	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$5,102,359**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**WATER/SEWER IMPACT FEE**	**$5,102,359**
10/27/2023	423-0000-389.99-50	$717,291	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
12/15/2023	423-0000-334.36-35	$120,000	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	423-0000-389.99-50	$79,978		
	423-0000-334.36-36	$768,000	BUDGT ROLL: FISKE/ PND RESOLUTION #: 23-143	
	423-0000-389.99-50	$157,013	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
04/02/2024	423-0000-338.10-05	$18,949	US1 & FORREST AVE FUNDING RESOLUTION #: 24-028	
04/25/2024	423-0000-338.10-05	$28,169	REFND EXCESS VEHICLE ROLL RESOLUTION #: 24-039	
	423-0000-389.99-50	($28,169)		

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
05/17/2024	423-0000-334.36-69	$28,169	CORR IRD WATER QUAL. & RESILIENCY ACCT	350
	423-0000-338.10-05	($28,169)		
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$1,861,231**
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**STORMWATER UTILITY**	**$1,861,231**
10/27/2023	424-0000-389.99-50	$1,044,889	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
	424-0000-389.99-50	$199,904	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128	
11/17/2023	424-0000-381.91-21	$1,182	MANHOLE LINING	
12/15/2023	424-0000-331.35-01	$56,303	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	424-0000-389.99-50	$18,108,386		
	424-0000-389.99-50	$5,514,531	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
01/25/2024	424-0000-389.99-50	$3,382,443	ADD. IRP IPS & TPS FNDING RESOLUTION #: 24-004	
02/29/2024	424-0000-381.91-21	$114,973	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	
	424-0000-381.91-42	$107,092		
	424-0000-381.91-25	$1,820,000	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	
	424-0000-381.91-42	$2,593,648		
	424-0000-381.91-21	$1,687,506	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	
	424-0000-381.91-42	$2,401,619		
05/17/2024	424-0000-381.91-21	$400,000	FISKE UT CONTINGENCY FUND RESOLUTION	

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
05/17/2024			#: 24-043	350
	424-0000-381.91-21	$89,613	FUND BNR CHANGE ORDER #6 RESOLUTION #: 23-046	
07/12/2024	424-0000-334.35-01	$3,626,000	SELLERS WW PROJECT GRANT RESOLUTION #: 24-055	
	424-0000-389.99-50	($3,382,443)		
07/31/2024	424-0000-334.35-01	$600	SELLERS WW PROJECT GRANT RESOLUTION #: 24-055	
	424-0000-389.99-50	($600)		
8	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$37,765,646**
8	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**RENEWAL & REPLACE FUND**	**$37,765,646**
02/29/2024	425-0000-389.99-50	$1,820,000	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
08/19/2024	425-0000-381.91-21	$2	PROVIDE FUNDING TO 425	
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$1,820,002**
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**W/S RESTRICTED ASSETS**	**$1,820,002**
04/11/2024	427-0000-389.84-00	$167,175	TAYLOR CREEK RESERVOIR AGENDA #: 24-153	2826
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$167,175**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**TCR/SJR PROJECT**	**$167,175**
08/27/2024	520-0000-369.90-06	$45,000	WORKERS COMP SETTLMNT RESOLUTION #:	5128

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
			24-080	
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$45,000**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**WORKERS COMPENSATION FUND**	**$45,000**

64 Transfers & Amendments Between Oct 1, 2023 and Aug 31, 2024

FY 2024 Total Transfer & Amendments $79,375,641

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: Revenue Budget Tracking Worksheet
Run by: Zoie R. Badalov

Date: 09/19/2024

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1000 - CITY COUNCIL					
1000 - CITY COUNCIL	02/26/2024	001-1000-511.21-00	($1,000)	JANUARY CLEANUP POSTAGE: YARD WASTE	2116
		001-1000-511.23-04	($500)		
		001-1000-511.42-00	$1,741		
		001-1000-511.48-00	($241)		
1	**Total Budget Amendments/Transfers**		**Division 1000 Total**	**$0**	
1100 - CITY MANAGER'S OFFICE					
1100 - CITY MANAGER'S OFFICE	01/23/2024	001-1100-512.11-00	($61,260)	GATEWAY/ RVI DECEMBER CLEANUP	1620
	05/31/2024	001-1100-512.40-00	($200)	NEW CHAIR: CM EXEC ASST MAY CLEANUP	3689
		001-1100-512.51-00	$200		
2	**Total Budget Amendments/Transfers**		**Division 1100 Total**	**($61,260)**	
1104 - PLANNING					
1104 - PLANNING	11/17/2023	001-1104-515.34-00	($5,000)	VERIZON BALANCE October Cleanup	667
		001-1104-515.41-00	$1,200		
		001-1104-515.42-00	$3,000		
		001-1104-515.51-00	$800		
	12/15/2023	001-1104-515.34-00	$56,914	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	01/23/2024	001-1104-515.34-00	$61,260	GATEWAY/ RVI DECEMBER CLEANUP	1620
	02/26/2024	001-1104-515.42-00	($570)	JANUARY CLEANUP LID. CONFERENCE: PLANNERS	2116
		001-1104-515.55-00	$570		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1104 - PLANNING	02/26/2024	001-1104-515.12-00	($15,356)	JANUARY CLEANUP PT PLANNING INTERN	2116
		001-1104-515.13-00	$15,356		
	04/03/2024	001-1104-515.12-00	($923)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		001-1104-515.12-12	$923		
	05/31/2024	001-1104-515.42-00	($63)	RECORDING FEES MAY CLEANUP	3689
		001-1104-515.49-00	$63		
6	**Total Budget Amendments/Transfers**		**Division 1104 Total**	**$118,174**	
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	10/13/2023	001-1203-516.44-00	($51,696)	US BANK SISSINE COPIER GASB87 COMPLIANCE	163
		001-1203-517.71-30	$51,278		
		001-1203-517.72-30	$418		
	11/17/2023	001-1203-516.41-00	$4,000	INTERNEET FEES AND TAXES October Cleanup	667
		001-1203-516.64-15	($4,000)	INTERNET FEES AND TAXES OCTOBER CLEANUP	667
	12/15/2023	001-1203-516.46-00	$2,867	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-1203-516.56-15	$2,744		
	12/19/2023	001-1203-516.56-15	$13,200	BUDGT ROLL: SOCRATA RESOLUTION #: 23-143	1115
	02/26/2024	001-1203-516.41-00	$2,000	JANUARY CLEANUP INTERNET FEES	2116
		001-1203-516.64-15	($2,000)		
	04/03/2024	001-1203-516.12-00	($27,733)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1203 - INFORMATION TECHNOLOGY	04/03/2024	001-1203-516.12-12	$27,733	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
	04/10/2024	001-1203-516.56-15	($276)	SAMSARA MOVE TO DEBT GASB96 - (1 OF 6)	2796
	06/30/2024	001-1203-516.63-00	$13,377	FIBER FOR PW BUILDING JUNE CLEANUP	4178
		001-1203-516.64-15	($13,377)		
	07/12/2024	001-1203-516.56-16	$1	FL Cybersecurity Grant RESOLUTION #: 24-051	4255
	07/29/2024	001-1203-516.31-00	$56,000	UKG CLOUD CONVERSION RESOLUTION #: 24-068	4520
		001-1203-516.56-15	$16,000		
	07/31/2024	001-1203-516.12-00	($948)	FUND ACCRUAL PAYOUT JULY CLEANUP	4678
		001-1203-516.12-12	$948		
		001-1203-516.54-00	($3,500)	NEW TECHNOLOGY TRAINING JULY CLEANUP	4678
		001-1203-516.55-00	$3,500		
11	**Total Budget Amendments/Transfers**		**Division 1203 Total**	**$90,536**	
1500 - FINANCE GENERAL ACCOUNTNG					
1500 - FINANCE GENERAL ACCOUNTNG	05/31/2024	001-1500-513.12-00	($1,297)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		001-1500-513.12-12	$1,297		
1	**Total Budget Amendments/Transfers**		**Division 1500 Total**	**$0**	
1505 - PURCHASING					
1505 - PURCHASING	05/31/2024	001-1505-513.49-00	$495	NPI AEP AWARD (P-CARD) MAY CLEANUP	3689
		001-1505-513.51-00	($495)		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1505 - PURCHASING	07/31/2024	001-1505-513.51-00	($112)	COVER COSTS, DIGITIZATION JULY CLEANUP	4678
		001-1505-513.52-00	$112		
2	**Total Budget Amendments/Transfers**		**Division 1505 Total**	**$0**	
1510 - FINANCE UTILITY ACCOUNTNG					
1510 - FINANCE UTILITY ACCOUNTNG	05/31/2024	001-1510-513.34-00	($5,000)	POSTAGE PO INCREASE MAY CLEANUP	3689
		001-1510-513.42-00	$29,000		
		001-1510-513.47-00	($24,000)		
1	**Total Budget Amendments/Transfers**		**Division 1510 Total**	**$0**	
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	11/17/2023	001-1600-513.31-00	$5,000	FD MENTAL HEALTH SVCS. OCTOBER CLEANUP	667
		001-1600-513.31-00	$15,000	GEHRING RISK CONSULTING October Cleanup	667
		001-1600-513.45-00	($15,000)		
		001-1600-513.39-00	($1,500)	WEDLOW SIGN ON BONUS OCTOBER CLEANUP	667
	12/15/2023	001-1600-513.56-15	$679,000	BUDGT ROLL: AFBP21 ERP RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$52,500	BUDGT ROLL: AFBP21 SUST. RESOLUTION #: 23-143	1071
		001-1600-513.56-15	$1,457,967	BUDGT ROLL: AFBP22 ERP RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$400,000	BUDGT ROLL: AFFD. HOUSING RESOLUTION #: 23-143	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	12/15/2023	001-1600-513.39-00	$128,223	BUDGT ROLL: D.S. PAVING RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$480,000	BUDGT ROLL: ECON. INCENT. RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$634,500	BUDGT ROLL: FD PUMPER TRK RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$209,249	BUDGT ROLL: HS TRAINEES RESOLUTION #: 23-143	1071
		001-1600-513.55-02	$7,363	BUDGT ROLL: HS TRNEE RECR RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$240,000	BUDGT ROLL: MUSEUM CONT. RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$241,000	BUDGT ROLL: P&F CADETS RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$6,071	BUDGT ROLL: PARK IMPROV. RESOLUTION #: 23-143	1071
		001-1600-513.31-00	$67,103	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-1600-513.34-00	$13,028		
		001-1600-513.55-01	$14,182		
		001-1600-513.55-02	$7,045		
	01/16/2024	001-1600-513.39-00	$112,400	FLORIDA CITY GAS PIPELINE RESOLUTION #: 24-008	1503
		001-1600-513.39-00	($2,300)	915 FL AVE APPRAISAL RESOLUTION #: 23-794	1505
	02/26/2024	001-1600-513.23-05	($2,779)	JANUARY CLEANUP FRS CHARGES	2116
		001-1600-513.49-00	$2,779		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	02/26/2024	001-1600-513.23-05	($1)	JANUARY CLEANUP NEG. ROUNDING	2116
		001-1600-513.81-00	$1		
	04/01/2024	001-1600-513.39-00	($71,020)	M.C. BLAKE DSCRA FUNDING RESOLUTION #: 24-029	2651
	04/10/2024	001-1600-513.56-15	($828)	SAMSARA MOVE TO DEBT GASB96 - (1 OF 6)	2796
		001-1600-517.71-69	$20,871		
		001-1600-517.72-69	$933		
		001-1600-517.71-69	$10,753	SAMSARA MOVE TO DEBT GASB96 - (2 OF 6)	2797
		001-1600-517.72-69	$482		
	04/18/2024	001-1600-513.39-00	($115,000)	JOE LEE SMITH POOL REPAIR RESOLUTION #: 24-037	2950
	05/07/2024	001-1600-513.39-00	($37,089)	AFBP22 ALLOCATION FOR FD H/S TRAINEE PAYROLL	3228
		001-1600-513.39-00	$5,104	BRACCO POND 1 CORRECT ROLL	3229
		001-1600-513.39-00	$34,287	BRACCO POND 2 CORRECT ROLL	3229
		001-1600-513.39-00	$9,244	BREVARD MUSEUM CORRECT ROLL	3229
		001-1600-513.39-00	$6,465	CARL ANDERSON CORRECT ROLL	3229
		001-1600-513.56-15	($679,000)	ERP CORRECT ROLL	3229
		001-1600-513.39-00	($634,500)	FIRE PUMPER TRUCK CORRECT ROLL	3229
		001-1600-513.39-00	$26,651	FLEET FUEL TANK CORRECT ROLL	3229
		001-1600-513.39-00	$26,886	PD HQ CORRECT ROLL	3229
		001-1600-513.39-00	$139	PWFBPI CORRECT ROLL	3229
	05/17/2024	001-1600-581.91-33	$550,000	FISKE CEI & CONSTRUCTION RESOLUTION #: 24-043	3395

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	05/31/2024	001-1600-513.45-00	($7,000)	FRS FEES MAY CLEANUP	3689
		001-1600-513.49-00	$7,000		
		001-1600-513.13-00	$7,400	FUND INTERN SALARIES MAY CLEANUP	3689
		001-1600-513.21-00	$600		
		001-1600-513.45-00	($8,000)		
		001-1600-513.39-00	($62,835)	KIMLEY HORN PROF. SVCS. CRISI GRANT	3701
		001-1600-513.44-00	($830)	PND PITNEY BOWES (GASB87) MAY CLEANUP	3689
		001-1600-513.48-00	($426)		
		001-1600-513.71-33	$1,103		
		001-1600-513.72-33	$153		
		001-1600-513.48-00	($17)	SHREDDING CO. LATE FEES MAY CLEANUP	3689
		001-1600-513.49-00	$17		
		001-1600-513.45-00	($600)	VEHICLE REPAIR : ABS MOD. MAY CLEANUP	3689
		001-1600-513.46-03	$600		
	06/30/2024	001-1600-513.39-00	($4,800)	EFSC POLICE TRAINING JUNE CLEANUP	4178
		001-1600-513.55-02	$4,800		
		001-1600-513.34-00	$3,000	REPLENISH CAREER SOURCE JUNE CLEANUP	4178
		001-1600-513.45-00	($3,000)		
	07/29/2024	001-1600-513.39-00	($122,000)	BUY 2 PD VEHICLES IN FY24 RESOLUTION #: 24-066	4517
		001-1600-513.39-00	($72,000)	UKG CLOUD CONVERSION RESOLUTION #: 24-068	4520

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	07/31/2024	001-1600-513.45-00	($1,850)	COVER COSTS, PRINTING JULY CLEANUP	4678
		001-1600-513.47-00	$1,850		
		001-1600-513.13-00	$1,300	COVER SALARY COSTS INTERN JULY CLEANUP	4678
		001-1600-513.21-00	$100		
		001-1600-513.45-00	($1,400)		
13	**Total Budget Amendments/Transfers**		**Division 1600 Total**	**$3,648,374**	
1603 - EMERGENCY MANAGEMENT					
1603 - EMERGENCY MANAGEMENT	11/17/2023	001-1603-525.52-00	($5,000)	FD MENTAL HEALTH SVCS. OCTOBER CLEANUP	667
1	**Total Budget Amendments/Transfers**		**Division 1603 Total**	**($5,000)**	
1801 - HUMAN RESOURCES					
1801 - HUMAN RESOURCES	04/03/2024	001-1801-513.40-00	($12)	CRASH REPORT MARCH CLEANUP	2687
		001-1801-513.49-00	$12		
		001-1801-513.41-00	$44	HR VERIZON BILL MARCH CLEANUP	2687
		001-1801-513.42-00	($44)		
	07/31/2024	001-1801-513.48-00	($49)	FUND SHIRM MEMBERSHIP JULY CLEANUP	4678
		001-1801-513.54-00	$49		
2	**Total Budget Amendments/Transfers**		**Division 1801 Total**	**$0**	
1805 - CITY CLERK					
1805 - CITY CLERK	02/26/2024	001-1805-513.12-00	($2,220)	JANUARY CLEANUP ACCRUAL PAYOUT	2116

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1805 - CITY CLERK	02/26/2024	001-1805-513.12-12	$2,220	JANUARY CLEANUP ACCRUAL PAYOUT	2116
	05/31/2024	001-1805-513.40-00	($600)	ASST CITY CLERK SCANNER MAY CLEANUP	3689
		001-1805-513.56-15	$600		
		001-1805-513.12-00	($19,340)	CIVIC + AGENDA SOFTWARE MAY CLEANUP	3689
		001-1805-513.56-15	$19,340		
	07/31/2024	001-1805-513.12-00	($4,845)	FUND ACCRUAL PAYOUT JULY CLEANUP	4678
		001-1805-513.13-00	$4,845		
3	**Total Budget Amendments/Transfers**		**Division 1805 Total**	**$0**	
1905 - ECONOMIC DEVELOPMENT					
1905 - ECONOMIC DEVELOPMENT	05/31/2024	001-1905-559.11-00	($375)	FUND C&ED INSURANCES MAY CLEANUP	3689
		001-1905-559.23-00	$375		
		001-1905-559.31-00	$62,835	KIMLEY HORN PROF. SVCS. CRISI GRANT	3701
1	**Total Budget Amendments/Transfers**		**Division 1905 Total**	**$62,835**	
1906 - COMMUNICATION/GRANTS					
1906 - COMMUNICATION/ GRANTS	11/17/2023	001-1906-513.48-00	($4,248)	MONSIDO SUBSCRIPTION ADA October Cleanup	667
		001-1906-513.56-15	$4,248		
	12/15/2023	001-1906-513.56-15	$5,000	BUDGT ROLL: ARCHIVE SCIAL RESOLUTION #: 23-143	1071
	02/26/2024	001-1906-513.34-00	$5,500	JANUARY CLEANUP MOORE CNTR. MUSIC/CATERER	2116
		001-1906-513.48-00	($5,500)		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1906 - COMMUNICATION/ GRANTS	04/03/2024	001-1906-513.40-00	($9)	MUSEUM GLOVES MARCH CLEANUP	2687
		001-1906-513.51-00	$9		
4	**Total Budget Amendments/Transfers**		**Division 1906 Total**	**$5,000**	
1990 - LEISURE SERVICES					
1990 - LEISURE SERVICES	11/17/2023	001-1990-574.49-00	($1,000)	DESK & DESK EQUIP. October Cleanup	667
		001-1990-574.52-00	$1,000		
	04/03/2024	001-1990-574.15-00	($300)	LEISURE SERVICES VERIZON MARCH CLEANUP	2687
		001-1990-574.41-00	$600		
		001-1990-574.52-00	($300)		
2	**Total Budget Amendments/Transfers**		**Division 1990 Total**	**$0**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	10/12/2023	001-2100-521.52-37	$15,572	ACCEPT JAG GRANT FUNDS RESOLUTION #: 23-115	144
		001-2100-521.14-00	$5,000	RECEIVE HVE GRANT FUNDS RESOLUTION #: 23-114	143
	10/27/2023	001-2100-521.52-00	($12,940)	23 BULLET PROOF VST GRANT RESOLUTION #: 23-127	349
		001-2100-521.52-38	$25,880		
	11/17/2023	001-2100-521.54-00	($3,180)	DMS SOFTWARE FOR GASB96 October Cleanup	667
		001-2100-521.56-15	$10,183		
		001-2100-521.46-00	($1,996)	IDEMIA SOFTWR FOR GASB96 OCTOBER CLEANUP	667
		001-2100-521.56-15	$1,996		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	11/17/2023	001-2100-521.15-00	$1,500	WEDLOW SIGN ON BONUS OCTOBER CLEANUP	667
	12/15/2023	001-2100-521.15-00	$20,000	BUDGT ROLL: OFF. SIGN ON RESOLUTION #: 23-143	1071
		001-2100-521.12-00	$32,000	BUDGT ROLL: PD HS TRAINEE RESOLUTION #: 23-143	1071
		001-2100-521.46-03	$6,914	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-2100-521.52-00	$430		
		001-2100-521.52-23	$3,066		
		001-2100-521.52-26	$3,920		
		001-2100-521.64-00	$182,179		
	12/19/2023	001-2100-521.56-15	($13,200)	BUDGT ROLL: SOCRATA RESOLUTION #: 23-143	1115
	02/26/2024	001-2100-521.12-00	($24,758)	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		001-2100-521.12-12	$24,758		
	04/01/2024	001-2100-521.52-00	$6,000	PD CANINE DONATION RESOLUTION #: 24-026	2648
	04/03/2024	001-2100-521.54-00	($4,200)	CELEBRITE SUBSCRIPTION MARCH CLEANUP	2687
		001-2100-521.56-15	$4,200		
	04/10/2024	001-2100-521.56-15	($17,388)	SAMSARA MOVE TO DEBT GASB96 - (1 OF 6)	2796
	04/11/2024	001-2100-521.52-00	$1,800	K-9 VEST DONATION RESOLUTION #: 24-035	2832
	04/25/2024	001-2100-521.12-00	($300)	FUND VOCA OPERATING RESOLUTION #: 24-039	3073
		001-2100-521.51-39	$300		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	04/25/2024	001-2100-521.12-00	($6,528)	VOCA GRANT AWARD TRUE UP RESOLUTION #: 24-039	3072
	05/31/2024	001-2100-521.52-00	$2,726	ACCEPT K9 COOLGUARD DON. RESOLUTION #: 24-047	3677
		001-2100-521.12-00	($38,534)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		001-2100-521.12-12	$35,098		
		001-2100-521.40-23	$2,136		
		001-2100-521.55-36	$1,300		
		001-2100-521.13-00	$28,000	PICHECO ENTERED DROP MAY CLEANUP	3689
		001-2100-521.23-04	($28,000)		
		001-2100-521.34-00	$7,000	WIRING, UNIF, ROCKLEDG PD MAY CLEANUP	3689
		001-2100-521.52-02	$7,000		
		001-2100-521.56-15	$4,028		
	06/30/2024	001-2100-521.49-00	$2,500	FUNDS PD OP. SUPPLIES JUNE CLEANUP	4178
		001-2100-521.52-00	($2,726)	K9 COOLING SYSTEM #30 JUNE CLEANUP	4178
		001-2100-521.64-00	$2,726		
		001-2100-521.46-00	($965)	PD BRAZOS INTERFACE JUNE CLEANUP	4178
		001-2100-521.56-15	$965		
		001-2100-521.52-00	$12,940	REPLENISH OP. SUPPLIES JUNE CLEANUP	4178
	07/12/2024	001-2100-521.64-00	$3,150	K9 KENNEL FOR VEH. 30 RESOLUTION #: 24-062	4256
	07/29/2024	001-2100-521.64-00	$122,000	BUY 2 PD VEHICLES IN FY24	4517

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS				RESOLUTION #: 24-066	
	07/31/2024	001-2100-521.12-00	($1,124)	FUND ACCRUAL PAYOUT JULY CLEANUP	4678
		001-2100-521.12-12	$1,124		
16	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$422,552**	
2101 - POLICE COMMUNICATIONS					
2101 - POLICE COMMUNICATIONS	11/17/2023	001-2101-521.54-00	($7,003)	DMS SOFTWARE FOR GASB96 October Cleanup	667
	12/15/2023	001-2101-521.15-00	$5,000	BUDGT ROLL: DIS. SIGN ON RESOLUTION #: 23-143	1071
	02/26/2024	001-2101-521.12-00	($1,500)	JANUARY CLEANUP EXTRA DETAIL FUNDING	2116
		001-2101-521.12-06	$1,500		
		001-2101-521.49-00	$10	JANUARY CLEANUP NOTARY INCREASE COSTS	2116
		001-2101-521.51-00	($10)		
	05/31/2024	001-2101-521.34-00	($381)	COMMUNICATIONS UNIFORMS MAY CLEANUP	3689
		001-2101-521.52-02	$381		
		001-2101-521.34-00	($18,028)	WIRING, UNIF, ROCKLEDG PD MAY CLEANUP	3689
	06/30/2024	001-2101-521.34-00	($3,500)	FUNDS PD OP. SUPPLIES JUNE CLEANUP	4178
		001-2101-521.52-00	$1,000		
		001-2101-521.34-00	($12,940)	REPLENISH OP. SUPPLIES JUNE CLEANUP	4178
	07/31/2024	001-2101-521.40-00	$0	CORRECT ACCOUNTS FOR LAW JULY CLEANUP	4678
		001-2101-521.55-00	$0		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
6	**Total Budget Amendments/Transfers**		**Division 2101 Total**	**($35,471)**	
2132 - CODE ENFORCEMENT					
2132 - CODE ENFORCEMENT	12/18/2023	001-2132-524.12-00	($1,730)	NOV CLEANUP: SEE TRACKER EMPLOYEE ACCRUALS	1099
		001-2132-524.12-12	$1,730		
	04/03/2024	001-2132-524.12-00	($7,610)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		001-2132-524.12-12	$7,610		
	04/10/2024	001-2132-524.56-15	($1,104)	SAMSARA MOVE TO DEBT GASB96 - (1 OF 6)	2796
	05/31/2024	001-2132-524.49-00	($25)	CODE ENFORC. UNIFORMS MAY CLEANUP	3689
		001-2132-524.52-02	$25		
		001-2132-524.31-01	($92)	SAMSARA LICENSES MAY CLEANUP	3689
		001-2132-524.56-15	$92		
	07/31/2024	001-2132-524.31-01	($1,408)	PURCHASE TOUGH BOOKS JULY CLEANUP	4678
		001-2132-524.40-00	($1,990)		
		001-2132-524.47-00	($1,785)		
		001-2132-524.49-00	($2,060)		
		001-2132-524.51-00	($1,090)		
		001-2132-524.52-00	($2,286)		
		001-2132-524.56-15	$10,619		
5	**Total Budget Amendments/Transfers**		**Division 2132 Total**	**($1,104)**	
2200 - FIRE ADMINISTRATION					

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2200 - FIRE ADMINISTRATION	12/15/2023	001-2200-522.52-02	$14	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	02/26/2024	001-2200-522.12-00	($1,000)	JANUARY CLEANUP Detail Funding: Fire	2116
		001-2200-522.12-06	$1,000		
	04/03/2024	001-2200-522.12-00	($1,556)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		001-2200-522.12-12	$1,556		
	05/31/2024	001-2200-522.46-02	($2,205)	FUND FD ADMIN VEH REPAIR MAY CLEANUP	3689
		001-2200-522.46-03	$2,205		
	07/31/2024	001-2200-522.46-00	($2,000)	COVER FUEL SHORTAGE JULY CLEANUP	4678
		001-2200-522.52-30	$2,000		
5	**Total Budget Amendments/Transfers**		**Division 2200 Total**	**$14**	
2201 - FIRE OPERATIONS					
2201 - FIRE OPERATIONS	11/17/2023	001-2201-522.52-05	($1,584)	EMS DRUG VND MACHINE OCTOBER CLEANUP	667
		001-2201-522.56-15	$1,584		
	11/30/2023	001-2201-522.64-00	$652,875	SELL LADDER BUY PMPER TRK RESOLUTION #: 23-139	823
	12/15/2023	001-2201-522.12-00	$35,668	BUDGT ROLL: FIRE HS TRNEE RESOLUTION #: 23-143	1071
		001-2201-522.46-00	$107	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-2201-522.52-00	$11,970		
		001-2201-522.52-02	$7,463		
		001-2201-522.64-00	$850,000		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	12/18/2023	001-2201-522.34-00	$19,200	NOV CLEANUP: SEE TRACKER STRATEGIC PLANNING SVCS	1099
		001-2201-522.55-00	($19,200)		
		001-2201-522.46-00	$9,072	NOV CLEANUP: SEE TRACKER UNBUDGETED BUNKER GEAR	1099
		001-2201-522.55-00	($9,072)		
	01/23/2024	001-2201-522.41-00	$690	KRONOS IVR: FD OT PAGING DECEMBER CLEANUP	1620
		001-2201-522.56-15	($690)		
	02/26/2024	001-2201-522.41-00	$8,000	JANUARY CLEANUP Direct TV - Spect. Trnsfr	2116
		001-2201-522.64-00	($8,000)		
	04/03/2024	001-2201-522.12-00	($12,755)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		001-2201-522.12-12	$12,755		
		001-2201-522.40-00	($135)	INTERVIEW FIREHOUSE SUBS MARCH CLEANUP	2687
		001-2201-522.49-00	$135		
		001-2201-522.40-00	($3,500)	PALS RECERTIFICATION MARCH CLEANUP	2687
		001-2201-522.55-00	$3,500		
		001-2201-522.12-00	($7,867)	RAMIEREZ & SCHALLER FF MARCH CLEANUP	2687
		001-2201-522.22-00	$5,467		
		001-2201-522.27-00	$2,400		
	04/10/2024	001-2201-522.56-15	($1,932)	SAMSARA MOVE TO DEBT GASB96 - (1 OF 6)	2796
	04/25/2024	001-2201-522.12-00	($405,000)	FUND FD OVERTIME RESOLUTION #: 24-039	3073
		001-2201-522.14-00	$405,000		
	05/07/2024	001-2201-522.12-00	$5,157	AFBP22 ALLOCATION FOR FD H/S TRAINEE PAYROLL	3228
		001-2201-522.14-00	$2,144		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	05/07/2024	001-2201-522.21-00	$3,586	AFBP22 ALLOCATION FOR FD H/S TRAINEE PAYROLL	3228
		001-2201-522.22-00	$5,940		
		001-2201-522.23-00	$141		
		001-2201-522.23-04	$14,399		
		001-2201-522.23-07	$457		
		001-2201-522.23-08	$89		
		001-2201-522.23-09	$141		
		001-2201-522.24-00	$1,935		
		001-2201-522.27-00	$3,100		
	06/30/2024	001-2201-522.46-00	($500)	FUND NEGATIVE BALANCE JUNE CLEANUP	4178
		001-2201-522.49-00	$500		
11	**Total Budget Amendments/Transfers**		**Division 2201 Total**	**$1,593,240**	
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	12/15/2023	001-3200-515.62-00	$750,000	BUDGT ROLL: BLAKE SUBDIV. RESOLUTION #: 23-143	1071
		001-3200-515.61-00	$241,379	BUDGT ROLL: C VIL. PRKING RESOLUTION #: 23-143	1071
		001-3200-515.31-15	$17,700	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3200-515.31-16	$4,204		
		001-3200-515.56-15	$12,292		
	01/16/2024	001-3200-515.34-00	$2,300	915 FL AVE APPRAISAL RESOLUTION #: 23-794	1505

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3200 - ADMINISTRATION	02/02/2024	001-3200-515.34-00	$0	REALLOCATE HOUSING PROJ	1808
		001-3200-515.62-00	$0		
	02/26/2024	001-3200-515.40-00	$34	JANUARY CLEANUP Negative Account Cleanup	2116
		001-3200-515.49-00	($453)		
		001-3200-515.52-00	$399		
		001-3200-515.55-00	$20		
		001-3200-515.12-00	($1)	JANUARY CLEANUP OT Overage	2116
		001-3200-515.14-00	$1		
	04/01/2024	001-3200-515.31-00	($21,631)	M.C. BLAKE DSCRA FUNDING RESOLUTION #: 24-029	2650
		001-3200-515.62-00	$892,651		
	04/10/2024	001-3200-515.56-15	($276)	SAMSARA MOVE TO DEBT GASB96 - (1 OF 6)	2796
	04/25/2024	001-3200-515.46-04	$288,920	H.T. MOORE WINDOW REPLACE RESOLUTION #: 24-041	3074
	05/31/2024	001-3200-515.12-00	($62)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		001-3200-515.12-12	$62		
		001-3200-515.31-17	$75,000	FDEP VULNERABILITY ASSESS RESOLUTION #: 24-048	3678
8	**Total Budget Amendments/Transfers**		**Division 3200 Total**	**$2,262,539**	
3500 - ADMINISTRATION					
3500 - ADMINISTRATION	12/18/2023	001-3500-519.56-15	($10,000)	PW WORK MGMT. PROGRAM RESOLUTION #: 23-145	1093
	04/03/2024	001-3500-519.41-00	$350	PW VERIZON BILL MARCH CLEANUP	2687

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3500 - ADMINISTRATION	04/03/2024	001-3500-519.49-00	($350)	PW VERIZON BILL MARCH CLEANUP	2687
	05/31/2024	001-3500-519.11-00	($385)	FUND DENTAL INSURANCE MAY CLEANUP	3689
		001-3500-519.23-07	$385		
		001-3500-519.11-00	($50)	FUND VISION INSURANCE MAY CLEANUP	3689
		001-3500-519.23-08	$50		
3	**Total Budget Amendments/Transfers**		**Division 3500 Total**	**($10,000)**	
3510 - STREET MANAGEMENT					
3510 - STREET MANAGEMENT	10/27/2023	001-3510-541.63-00	$450,000	FY 24 PAVING BUDGET RESOLUTION #: 23-126	348
	11/17/2023	001-3510-541.43-00	$2,850	FPL PO, BUDGETED TOO LOW OCTOBER CLEANUP	667
		001-3510-541.46-00	($2,850)		
		001-3510-541.46-00	$0	SHORTFALL CURB & GUTTER OCTOBER CLEANUP	667
	12/15/2023	001-3510-541.63-00	$3,985	BUDGT ROLL: AURORA DITCH RESOLUTION #: 23-143	1071
		001-3510-541.31-00	$2,526	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3510-541.34-00	$3,900		
		001-3510-541.46-00	$58,701		
		001-3510-541.63-00	$46,296		
	04/03/2024	001-3510-541.12-00	($950)	MIRABITO BENEFIT OFFSET MARCH CLEANUP	2687
		001-3510-541.27-00	$950		
	04/10/2024	001-3510-541.46-00	($828)	SAMSARA MOVE TO DEBT GASB96 - (2 OF 6)	2797

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3510 - STREET MANAGEMENT	04/10/2024	001-3510-541.56-15	($2,484)	SAMSARA MOVE TO DEBT GASB96 - (2 OF 6)	2797
	04/25/2024	001-3510-541.46-00	$50,000	CORRECT ROLL: SIDEWALKS RESOLUTION #: 24-039	3072
	05/31/2024	001-3510-541.34-00	$12,000	FUND MYRA INVOICES MAY CLEANUP	3689
		001-3510-541.46-00	($12,000)		
		001-3510-541.46-03	($138)	SAMSARA LICENSES MAY CLEANUP	3689
		001-3510-541.56-15	$138		
		001-3510-541.31-00	($850)	811 LOCATE BILL MAY CLEANUP	3689
		001-3510-541.34-00	$850		
	07/31/2024	001-3510-541.12-00	($900)	COVER BENEFIT OFFSET JULY CLEANUP	4678
		001-3510-541.27-00	$900		
8	**Total Budget Amendments/Transfers**		**Division 3510 Total**	**$612,096**	
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS & BEAUTIFICATION	12/15/2023	001-3520-572.46-00	$18,000	BUDGT ROLL: CEMTRY HEADST RESOLUTION #: 23-143	1071
	02/26/2024	001-3520-572.41-00	$1,600	JANUARY CLEANUP Verizon Increase	2116
		001-3520-572.46-00	($1,600)		
	03/05/2024	001-3520-572.46-00	($15)	BUY TREES: ARBOR DAY FEBRUARY CLEANUP	2235
		001-3520-572.48-00	$15		
	04/03/2024	001-3520-572.44-00	$1,497	BUCKET VAN RENTAL MARCH CLEANUP	2687
		001-3520-572.46-00	($1,497)		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	04/03/2024	001-3520-572.41-00	$1,200	PW VERIZON BILL MARCH CLEANUP	2687
		001-3520-572.52-30	($1,200)		
	04/10/2024	001-3520-572.56-15	($3,588)	SAMSARA MOVE TO DEBT GASB96 - (2 OF 6)	2797
	05/31/2024	001-3520-572.46-00	($15,000)	OPERATING SUPPLIES MAY CLEANUP	3689
		001-3520-572.52-00	$22,000		
		001-3520-572.52-30	($7,000)		
	07/12/2024	001-3520-572.63-00	$2,187,121	LEE WENNER TRAN FROM CCRA RESOLUTION #: 24-058	4260
	08/20/2024	001-3520-572.63-00	($2,187,121)	LEE WENNER TRAN FROM CCRA	5166
		001-3520-572.63-07	$2,187,121		
8	**Total Budget Amendments/Transfers**		**Division 3520 Total**	**$2,201,533**	
3540 - PUBLIC WORKS- FLEET MAINT					
3540 - PUBLIC WORKS-FLEET MAINT	11/17/2023	001-3540-519.64-00	$3,951	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
	12/15/2023	001-3540-519.55-00	$6,528	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3540-519.56-15	$13,760		
		001-3540-519.64-00	$14,614		
	03/05/2024	001-3540-519.55-00	($985)	FREIGHT ON PO#: 81290 FEBRUARY CLEANUP	2235
	04/03/2024	001-3540-519.64-00	$985	REVERSE #24-047-T MARCH CLEANUP	2687
	04/10/2024	001-3540-519.56-15	($747)	SAMSARA MOVE TO DEBT GASB96 - (2 OF 6)	2797

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3540 - PUBLIC WORKS-FLEET MAINT	05/31/2024	001-3540-519.14-00	$2,533	FLEET OT BUD (PD RADIOS) MAY CLEANUP	3689
		001-3540-519.55-00	($2,533)		
6	**Total Budget Amendments/Transfers**		**Division 3540 Total**	**$38,106**	
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	11/17/2023	001-3560-519.64-00	($3,951)	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
	12/15/2023	001-3560-519.56-15	$10,000	BUDGT ROLL: CMAS & INV RESOLUTION #: 23-143	1071
		001-3560-519.64-00	$23,428	BUDGT ROLL: FY23 CAP. PUR RESOLUTION #: 23-143	1071
		001-3560-519.46-00	$15,365	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3560-519.46-03	$6,381		
		001-3560-519.49-00	$225		
		001-3560-519.62-00	$74,143		
		001-3560-519.64-00	$136,186		
	12/18/2023	001-3560-519.56-15	$10,000	PW WORK MGMT. PROGRAM RESOLUTION #: 23-145	1093
	01/25/2024	001-3560-519.34-00	($25,000)	PLAYHOUSE FIRE ALARM RESOLUTION #: 24-006	1666
		001-3560-519.64-00	$25,000		
	03/05/2024	001-3560-519.64-00	$985	FREIGHT ON PO#: 81290 FEBRUARY CLEANUP	2235
	04/03/2024	001-3560-519.64-00	($985)	REVERSE #24-047-T MARCH CLEANUP	2687
		001-3560-519.64-00	$0	SHORE UP DITTMER AC MARCH	2687

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3560 - FACILITY MANAGEMENT	04/03/2024			CLEANUP	
	04/10/2024	001-3560-519.40-00	($1,722)	SAMSARA MOVE TO DEBT GASB96 - (2 OF 6)	2797
		001-3560-519.56-15	($1,866)		
	04/18/2024	001-3560-519.46-00	$115,000	JOE LEE SMITH POOL REPAIR RESOLUTION #: 24-037	2950
	04/25/2024	001-3560-519.12-00	($69,883)	EMPLOYEE ENTERING DROP RESOLUTION #: 24-039	3073
		001-3560-519.13-00	$69,883		
	05/31/2024	001-3560-519.44-00	$9	EQUIPMENT RENTAL OVERAGE MAY CLEANUP	3689
		001-3560-519.52-00	($9)		
	07/31/2024	001-3560-519.34-00	($10,000)	COVER COST REMAINDER FY24 JULY CLEANUP	4678
		001-3560-519.43-00	($10,000)		
		001-3560-519.46-00	$28,000		
		001-3560-519.46-02	($8,000)		
11	**Total Budget Amendments/Transfers**		**Division 3560 Total**	**$383,189**	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	10/12/2023	001-3580-519.63-00	$697,853	PROVOST PARK BUDGET FY124 RESOLUTION #: 23-116	145
		001-3580-519.63-07	$1,263,151		
		001-3580-519.64-00	$8,000		
	10/27/2023	001-3580-519.63-07	$321,797	PROVOST PARK LIGHTS RESOLUTION #: 23-118	345
		001-3580-519.63-00	$204,009	STRADLEY PARK BUDGET RESOLUTION #: 23-121	347
		001-3580-519.63-07	$488,376		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3580 - CAPITAL PROJECTS MNGMT	11/17/2023	001-3580-519.63-00	$0	STRADLEY PARK PROJECT SHORTFALL	668
		001-3580-519.63-07	$0		
	12/15/2023	001-3580-519.63-07	$85,000	BUDGT ROLL: J.R. PRK IMP. RESOLUTION #: 23-143	1071
		001-3580-519.64-00	$529,141		
		001-3580-519.46-00	$61,550	BUDGT ROLL: PARK IMPROV. RESOLUTION #: 23-143	1071
		001-3580-519.63-00	$18,793	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3580-519.64-00	$47,349		
	02/26/2024	001-3580-519.12-00	($130)	JANUARY CLEANUP OT Funding	2116
		001-3580-519.14-00	$130		
5	**Total Budget Amendments/Transfers**		**Division 3580 Total**	**$3,725,019**	
28	**Total Budget Amendments/Transfers**		**GENERAL FUND**	**$15,050,372**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	12/15/2023	104-3240-554.83-23	$151,680	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	04/25/2024	104-3240-554.12-00	($58)	TRUE UP HOME BUDGET RESOLUTION #: 24-024	3069
		104-3240-554.39-00	($58,043)		
		104-3240-554.83-22	$12,747		
		104-3240-554.83-23	($28,972)		
2	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$77,354**	
2	**Total Budget**		**BREVARD COUNTY**	**$77,354**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers		**HOME**		
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	10/12/2023	105-3240-554.83-00	$14,691	RECEIVE SHIP FUNDS RESOLUTION #: 23-112	142
	11/17/2023	105-3240-554.39-00	($1,800)	SHIP TITLE AND CELL PHONE OCTOBER CLEANUP	667
		105-3240-554.41-00	$800		
		105-3240-554.49-00	$1,000		
2	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$14,691**	
2	**Total Budget Amendments/Transfers**		**SHIP/COCOA HOUSING TRUST**	**$14,691**	
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	12/15/2023	107-3200-524.34-00	$12,094	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	12/18/2023	107-3200-524.56-15	$3,000	BLD 2 CITIZENSERVE RPRTS RESOLUTION #: 23-144	1098
	02/26/2024	107-3200-524.34-00	($27,959)	JANUARY CLEANUP Demolition Code Enf.	2116
		107-3200-524.49-00	$25,000		
		107-3200-524.12-00	($3)	JANUARY CLEANUP OT Overage	2116
		107-3200-524.14-00	$3		
		107-3200-524.56-15	$2,959	JANUARY CLEANUP Permit Tech. Camera	2116
	04/01/2024	107-3200-524.64-00	$48,220	BUILDING OFFICIAL VEHICLE RESOLUTION #: 24-027	2649

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3200 - ADMINISTRATION	04/03/2024	107-3200-524.49-00	($280)	PERMIT TECH CAMERA MARCH CLEANUP	2687
		107-3200-524.56-15	$280		
	04/10/2024	107-3200-524.56-15	($787)	SAMSARA MOVE TO DEBT GASB96 - (5 OF 6)	2800
		107-3200-524.71-35	$753		
		107-3200-524.72-35	$34		
	05/31/2024	107-3200-524.12-00	($1,174)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		107-3200-524.12-12	$1,174		
	06/30/2024	107-3200-524.13-00	$3,000	SUSTAINABILITY INTERN JUNE CLEANUP	4178
		107-3200-524.49-00	($3,000)		
	07/31/2024	107-3200-524.11-00	($900)	COVER BENEFIT OFFSET JULY CLEANUP	4678
		107-3200-524.13-00	($900)		
		107-3200-524.27-00	$1,800		
	08/27/2024	107-3200-524.34-00	$63,200	PRVT BLDG INSPCT SRVCS RESOLUTION #: 24-081	5127
10	**Total Budget Amendments/Transfers**		**Division 3200 Total**	**$126,514**	
10	**Total Budget Amendments/Transfers**		**BUILDING PERMITS**	**$126,514**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	04/25/2024	108-3240-517.72-00	$4,000	SECTION 108 LOAN INTEREST RESOLUTION #: 24-039	3072
		108-3240-517.71-00	$29,000	SECTION 108 LOAN PRE-PMT RESOLUTION #: 24-039	3072
1	**Total Budget**		**Division 3240 Total**	**$33,000**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers				
1	**Total Budget Amendments/Transfers**		**SEC 108 LOAN GUARANTEE**	**$33,000**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	10/13/2023	110-3230-517.71-31	$60,055	COCOA VILLAGE POST OFFICE LEASE GASB87 COMPLIANCE	162
		110-3230-517.72-31	$2,124		
		110-3230-559.44-00	($62,179)		
	12/07/2023	110-3230-559.61-00	$86,000	Buy 203 Orange St. Resolution #: CCRA23-752	958
		110-3230-581.91-34	$84,000	Docking & Breakwtr Match RESOLUTION #: CCRA 23-749	959
	12/15/2023	110-3230-559.64-00	$31,608	BUDGT ROLL: CAMERAS RESOLUTION #: 23-143	1071
		110-3230-559.63-00	$750,000	BUDGT ROLL: DWNTWN PRKIN RESOLUTION #: 23-143	1071
		110-3230-559.63-00	$1,499,756	BUDGT ROLL: LEE WENNER RESOLUTION #: 23-143	1071
		110-3230-559.63-00	$50,000	BUDGT ROLL: VILLAGE SIGNS RESOLUTION #: 23-143	1071
		110-3230-559.63-00	$15,748	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		110-3230-559.83-00	$10,000		
	01/10/2024	110-3230-559.63-00	($106,329)	REDUCED TIF REVENUE RESOLUTION #: CCRA 23-797	1448
	02/07/2024	110-3230-559.23-04	($336)	MEMBERSHIP REGISTRATION RESOLUTION #: CCRA 24-043	1853
		110-3230-559.54-00	$336		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	02/07/2024	110-3230-559.49-00	$3,300	203 ORANGE SITE ANALYSIS RESOLUTION #: CCRA 24-052	1854
		110-3230-559.64-00	($3,300)		
	04/18/2024	110-3230-559.46-00	($5,000)	CORRECT R&M>R&M BUILDINGS RESOLUTION #: CCRA-24-119	2951
		110-3230-559.46-02	$5,000		
		110-3230-559.46-00	$4,766	PARK FENCING & LOCKS RESOLUTION #: CCRA-24-184	2956
		110-3230-559.63-07	$19,165		
	05/31/2024	110-3230-559.12-00	($100)	COCOA CRA LTD SHORE UP RESOLUTION #: CCRA-24-226	3688
		110-3230-559.23-09	$100		
	07/08/2024	110-3230-559.32-00	$100	ANNUAL AUDIT INCREASE RESOLUTION #: CCRA-24-350	4152
		110-3230-559.63-00	$0	CORRECT PROJECT NUMBER RESOLUTION #: CCRA24-304	4153
		110-3230-559.31-00	$10,000	CRA PLAN UPDATE CONSUL. RESOLUTION #: CCRA24-351	4151
		110-3230-559.63-00	($2,187,121)	LEE WENNER FNDS TO CITY RESOLUTION #: CCRA24-304	4154
		110-3230-581.91-01	$2,187,121		
		110-3230-559.63-00	($1,104,879)	REPLENISH FUND BALANCE RESOLUTION #: CCRA24-304	4153
	08/08/2024	110-3230-559.64-15	$70,000	CONFIDENTIAL IT HARDWARE RESOLUTION #: CCRA-24-437	4695
9	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$1,419,935**	
9	**Total Budget Amendments/Transfers**		**CRA COCOA RDA**	**$1,419,935**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	12/15/2023	111-3230-559.64-00	$50,000	BUDGT ROLL: BUS STOP SHEL RESOLUTION #: 23-143	1071
		111-3230-559.63-00	$50,000	BUDGT ROLL: PRVST/ GIL RE RESOLUTION #: 23-143	1071
		111-3230-559.63-00	$50,000	BUDGT ROLL: STAMPED PAVEM RESOLUTION #: 23-143	1071
		111-3230-559.56-15	$12,292	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		111-3230-559.83-00	$3,000		
	01/23/2024	111-3230-559.63-00	$0	BUS STOP CONCRETE PAD DECEMBER CLEANUP	1620
	01/31/2024	111-3230-559.12-00	($150)	D.S. PAYROLL SHORE UP RESOLUTION # DSCRA-24-038	1759
		111-3230-559.23-00	$75		
		111-3230-559.23-09	$75		
		111-3230-559.63-00	$21,226	MOVING BUS STOP SHELTER FUNDS TO BUS STOP PAD	1761
		111-3230-559.64-00	($21,226)		
		111-3230-559.64-00	($28,774)	REDUCED TIF REVENUE RESOLUTION # DSCRA-24-003	1760
	03/13/2024	111-3230-559.31-00	($475,000)	M.C. BLAKE DSCRA FUNDING RESOLUTION # DSCRA-24-088	2361
		111-3230-581.91-01	$800,000		
	06/21/2024	111-3230-559.32-00	$100	ANNUAL AUDIT INCREASE RESOLUTION#: CCRA-24-344	3896
		111-3230-559.31-00	$10,000	CRA PLAN UPDATE CONSUL. RESOLUTION #: CCRA-24-345	3895
	08/19/2024	111-3230-559.34-00	$8,000	DSCRA PRGRM INITIATIVE RES#:	5124

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	08/19/2024			DSCRA-24-479	
		111-3230-559.64-15	$17,000	IT-RELATED PROJECT RES#: DSCRA-24-481	5125
6	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$496,618**	
6	**Total Budget Amendments/Transfers**		**CRA DIAMOND SQUARE 626**	**$496,618**	
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	12/15/2023	130-1203-516.63-00	$11,818	BUDGT ROLL: FIBR OPT. RNG RESOLUTION #: 23-143	1071
		130-1203-516.63-00	$109,013	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
1	**Total Budget Amendments/Transfers**		**Division 1203 Total**	**$120,831**	
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	12/15/2023	130-1600-513.56-15	$18,590	BUDGT ROLL: DIG. RECORDS RESOLUTION #: 23-143	1071
		130-1600-513.56-15	$4,572	BUDGT ROLL: LAPTOPS RESOLUTION #: 23-143	1071
		130-1600-513.56-15	$17,896	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	07/29/2024	130-1600-513.56-15	($3,786)	BUY 4 PD VEHICLES IN FY24 RESOLUTION #: 24-066	4518
	08/19/2024	130-1600-581.91-01	$13,377	MOVE FL CLASS INTEREST	4879
3	**Total Budget**		**Division 1600 Total**	**$50,649**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers				
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	12/15/2023	130-2100-521.64-00	$4,224	BUDGT ROLL: FY22 PD VEH. RESOLUTION #: 23-143	1071
		130-2100-521.64-00	$128,004	BUDGT ROLL: FY23 PD VEH. RESOLUTION #: 23-143	1071
	07/29/2024	130-2100-521.64-00	$230,458	BUY 4 PD VEHICLES IN FY24 RESOLUTION #: 24-066	4518
2	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$362,686**	
2201 - FIRE OPERATIONS					
2201 - FIRE OPERATIONS	11/17/2023	130-2201-522.64-00	$62,705	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
	12/15/2023	130-2201-522.64-00	$62,705	BUDGT ROLL: FD BRUSH TRK RESOLUTION #: 23-143	1071
		130-2201-522.64-00	$198,596	BUDGT ROLL: FD TRAIN TRAI RESOLUTION #: 23-143	1071
		130-2201-522.64-00	$682,088	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	04/25/2024	130-2201-522.64-00	($62,705)	CORRECT ROLL: BRUSH TRUCK RESOLUTION #: 24-039	3072
	07/29/2024	130-2201-522.64-00	($39,987)	BUY ROLLER FOR PW FY24 RESOLUTION #: 24-067	4519
		130-2201-522.64-00	($145,473)	BUY 4 PD VEHICLES IN FY24 RESOLUTION #: 24-066	4518

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4	**Total Budget Amendments/Transfers**		**Division 2201 Total**	**$757,929**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	12/15/2023	130-3230-559.83-03	$50,000	BUDGT ROLL: CAMP SCHOLAR. RESOLUTION #: 23-143	1071
	08/27/2024	130-3230-559.83-03	($50,000)	ARPA FUNDS FOR SHIP RESOLUTION #: 24-082	5126
2	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$0**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	08/27/2024	130-3240-554.83-92	$50,000	ARPA FUNDS FOR SHIP RESOLUTION #: 24-082	5126
1	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$50,000**	
3510 - STREET MANAGEMENT					
3510 - STREET MANAGEMENT	12/15/2023	130-3510-541.64-00	$73,018	BUDGT ROLL: PW WORK TRUCK RESOLUTION #: 23-143	1071
	07/29/2024	130-3510-541.64-00	$39,987	BUY ROLLER FOR PW FY24 RESOLUTION #: 24-067	4519
		130-3510-541.64-00	($73,018)	BUY 4 PD VEHICLES IN FY24 RESOLUTION #: 24-066	4518
2	**Total Budget Amendments/Transfers**		**Division 3510 Total**	**$39,987**	
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS &	12/15/2023	130-3520-572.64-00	$55,925	BUDGT ROLL: PW WORK VEH.	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
BEAUTIFICATION				RESOLUTION #: 23-143	
	04/25/2024	130-3520-572.64-00	($55,925)	CSLFRF FUNDS TO NEW DIV RESOLUTION #: 24-039	3073
2	**Total Budget Amendments/Transfers**		**Division 3520 Total**	**$0**	
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	12/15/2023	130-3560-519.64-00	$83,980	BUDGT ROLL: PD COND. UNIT RESOLUTION #: 23-143	1071
	04/25/2024	130-3560-519.64-00	$55,925	CSLFRF FUNDS TO NEW DIV RESOLUTION #: 24-039	3073
	07/29/2024	130-3560-519.64-00	($8,181)	BUY 4 PD VEHICLES IN FY24 RESOLUTION #: 24-066	4518
3	**Total Budget Amendments/Transfers**		**Division 3560 Total**	**$131,724**	
6	**Total Budget Amendments/Transfers**		**AMERICAN RESCUE PLAN FUND**	**$1,513,806**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	02/29/2024	143-2100-521.52-00	$13,457	FED. FUNDS FOR TRAINING RESOLUTION #: 24-013	2169
1	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$13,457**	
1	**Total Budget Amendments/Transfers**		**FEDERAL FORFEITURE FUND**	**$13,457**	
1600 - GENERAL OPERATIONS					
1600 - GENERAL	08/19/2024	201-1600-513.31-00	($1)	PROVIDE FUNDING TO 001	4878

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
OPERATIONS	08/19/2024	201-1600-581.91-01	$0	PROVIDE FUNDING TO 001	4878
1	**Total Budget Amendments/Transfers**		**Division 1600 Total**	**($1)**	
1	**Total Budget Amendments/Transfers**		**DEBT SERVICE FUND**	**($1)**	
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	10/27/2023	303-3570-538.63-08	$226,878	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
		303-3570-538.63-73	$4,302,406		
	05/17/2024	303-3570-538.63-00	$550,000	FISKE CEI & CONSTRUCTION RESOLUTION #: 24-043	3395
		303-3570-538.63-00	$199,145	FISKE CORR NON-GRANT FNDs RESOLUTION #: 23-043	3396
		303-3570-538.63-73	($199,145)		
2	**Total Budget Amendments/Transfers**		**Division 3570 Total**	**$5,079,284**	
2	**Total Budget Amendments/Transfers**		**FISKE BV CMPLT STRTSCAPE**	**$5,079,284**	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	12/18/2023	304-3580-572.63-00	$168,000	DOCKING & BREAKWTR GRANT RESOLUTION #: 23-141	1091
1	**Total Budget Amendments/Transfers**		**Division 3580 Total**	**$168,000**	
1	**Total Budget Amendments/Transfers**		**T DOCKS / BREAKWATER**	**$168,000**	
1506 - INVENTORY					

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1506 - INVENTORY	02/26/2024	421-1506-536.46-00	($400)	JANUARY CLEANUP Forklift Fuel	2116
		421-1506-536.52-30	$400		
	05/31/2024	421-1506-536.23-00	$100	INSURANCE OVERAGES MAY CLEANUP	3689
		421-1506-536.24-00	($100)		
		421-1506-536.23-09	$110	LTD OVERAGES MAY CLEANUP	3689
		421-1506-536.24-00	($110)		
2	**Total Budget Amendments/Transfers**		**Division 1506 Total**	**$0**	
1515 - UTILITY SUPPORT SERVICES					
1515 - UTILITY SUPPORT SERVICES	11/17/2023	421-1515-536.64-00	$114,908	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
	12/15/2023	421-1515-536.64-00	$90,503	BUDGT ROLL: FY23 VEH. RESOLUTION #: 23-143	1071
		421-1515-536.64-00	$24,182	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	04/03/2024	421-1515-536.49-00	$658	VEHICLE TITLE FEES MARCH CLEANUP	2687
		421-1515-536.52-30	($658)		
	04/10/2024	421-1515-536.56-15	($7,728)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
	04/25/2024	421-1515-536.64-00	($63,171)	REFND EXCESS VEHICLE ROLL RESOLUTION #: 24-039	3072
5	**Total Budget Amendments/Transfers**		**Division 1515 Total**	**$158,694**	
4010 - WATER ADMINISTRATION					

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION	11/17/2023	421-4010-536.31-00	$45,000	GEHRING RISK CONSULTING October Cleanup	667
		421-4010-536.45-00	($45,000)		
		421-4010-581.91-24	$1,182	MANHOLE LINING	670
	12/15/2023	421-4010-536.56-15	$3,000,000	BUDGT ROLL: W/S ERP RESOLUTION #: 23-143	1071
		421-4010-536.31-00	$26,718	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4010-536.31-01	$110,139		
		421-4010-536.46-03	$4,472		
	02/29/2024	421-4010-581.91-24	$114,973	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
		421-4010-581.91-24	$1,687,506	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174
	04/10/2024	421-4010-536.56-15	($1,656)	SAMSARA MOVE TO DEBT GASB96 - (4 OF 6)	2799
	04/11/2024	421-4010-536.39-00	($10,671)	TAYLOR CREEK RESERVOIR AGENDA #: 24-153	2826
	04/25/2024	421-4010-536.49-00	$75,000	INTEREST FOR CUSTOMER ACC RESOLUTION #: 24-039	3072
		421-4010-536.49-00	$10,000	INVENTORY OVER/ SHORT RESOLUTION #: 24-039	3072
	05/17/2024	421-4010-536.39-00	($400,000)	FISKE UT CONTINGENCY FUND RESOLUTION #: 24-043	3394
		421-4010-581.91-24	$400,000		
		421-4010-536.39-00	($89,613)	FUND BNR CHANGE ORDER #6 RESOLUTION #: 23-046	3397
		421-4010-581.91-24	$89,613		
	05/31/2024	421-4010-536.12-00	($11,400)	ACCRUAL PAYOUTS MAY CLEANUP	3689

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION	05/31/2024	421-4010-536.12-12	$11,400	ACCRUAL PAYOUTS MAY CLEANUP	3689
		421-4010-536.12-00	($2,900)	INTERN SALARIES MAY CLEANUP	3689
		421-4010-536.13-00	$2,900		
		421-4010-536.31-00	($2,600)	REPAIR #22 FORD ESCAPE MAY CLEANUP	3689
		421-4010-536.46-03	$2,600		
		421-4010-536.12-00	($3,500)	RETIREMENT CONTRIBUTIONS MAY CLEANUP	3689
		421-4010-536.22-00	$3,500		
		421-4010-536.52-00	$1,500	SAT. PHONES: ADMIN & DYAL MAY CLEANUP	3689
		421-4010-536.56-15	($1,500)		
		421-4010-536.34-00	($300)	VEH. REPAIR & MAINTENANCE MAY CLEANUP	3689
		421-4010-536.46-03	$300		
	07/12/2024	421-4010-536.39-00	($310,121)	PAY DUKE INVOICE RESOLUTION #: 24-052	4253
	07/31/2024	421-4010-536.22-00	$61,000	COVER FUND THROUGH FY24 JULY CLEANUP	4678
		421-4010-536.23-04	($61,000)		
		421-4010-536.12-00	($5,900)	COVER SALARY COSTS JULY CLEANUP	4678
		421-4010-536.13-00	$5,900		
		421-4010-536.13-00	$700	COVER SALARY COSTS INTERN JULY CLEANUP	4678
		421-4010-536.21-00	$100		
		421-4010-536.45-00	($800)		
		421-4010-536.12-12	$7,002	FUND ACCRUAL PAYOUT JULY CLEANUP	4678
		421-4010-536.23-02	($7,002)		
		421-4010-536.31-00	($1,748)	VEHICLE #123 REP & MAINT JULY	4678

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION	07/31/2024			CLEANUP	
	08/19/2024	421-4010-536.49-00	($2)	PROVIDE FUNDING TO 425	4884
		421-4010-581.91-25	$2		
11	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$4,705,794**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	10/13/2023	421-4020-536.44-21	($433,680)	DYAL GENERATOR GASB87 COMPLIANCE	161
	11/17/2023	421-4020-536.34-00	$5,000	DYAL ELEV. CONTRACT SVCS October Cleanup	667
		421-4020-536.46-00	($5,000)		
	12/15/2023	421-4020-536.46-00	$34,922	BUDGT ROLL: ACTUATOR REP. RESOLUTION #: 23-143	1071
		421-4020-536.64-00	$98,186	BUDGT ROLL: DUST COLL. RESOLUTION #: 23-143	1071
		421-4020-536.46-02	$50,000	BUDGT ROLL: TC ROOF REP. RESOLUTION #: 23-143	1071
		421-4020-536.46-02	$95,000	BUDGT ROLL: WEWA ROOF REP RESOLUTION #: 23-143	1071
		421-4020-536.31-03	$10,905	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4020-536.34-00	$17,253		
		421-4020-536.41-00	$358		
		421-4020-536.46-00	$78,173		
		421-4020-536.52-00	$1,191		
		421-4020-536.55-00	$6,016		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	12/15/2023	421-4020-536.63-00	$33,005	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4020-536.64-15	$350,834		
	12/18/2023	421-4020-536.46-00	($28,754)	NOV CLEANUP: SEE TRACKER SODA ASH SYSTEM REPLACE	1099
		421-4020-536.64-00	$28,754		
	01/22/2024	421-4020-536.64-00	$0	PUMP ROOM AC REPLACE MCC WS23DC TO BE REPLENISHED	1604
	01/25/2024	421-4020-536.46-00	($141,853)	DYAL HVAC REPLACEMENT RESOLUTION #: 24-009	1667
		421-4020-536.64-00	$141,853		
	02/26/2024	421-4020-536.12-00	($397)	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		421-4020-536.12-12	$397		
		421-4020-536.40-00	$5,000	JANUARY CLEANUP Travel: Conf. & Training	2116
		421-4020-536.52-09	($5,000)		
	04/03/2024	421-4020-536.12-00	($6,000)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		421-4020-536.12-12	$6,000		
	04/10/2024	421-4020-536.56-15	($6,900)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
	04/11/2024	421-4020-536.31-00	$10,671	TAYLOR CREEK RESERVOIR AGENDA #: 24-153	2826
	04/25/2024	421-4020-536.31-03	$73,444	JACOBS ASSET INV ASSIST. RESOLUTION #: 24-038	3071
		421-4020-536.52-09	($73,444)		
	05/31/2024	421-4020-536.34-00	($8,000)	FUND EXCAVATOR MAY CLEANUP	3689
		421-4020-536.44-00	$8,000		
	07/12/2024	421-4020-536.31-00	($10,671)	CORRECT SCRIVENER ERROR BAF 24-071-A	4268

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	07/12/2024	421-4020-536.31-03	$10,671	CORRECT SCRIVENER ERROR BAF 24-071-A	4268
		421-4020-536.34-00	$130,121	PAY DUKE INVOICE RESOLUTION #: 24-052	4253
		421-4020-536.43-00	$180,000		
		421-4020-536.34-00	($32,180)	UPGRADE HACH WIMS RESOLUTION #: 24-061	4259
		421-4020-536.56-15	$32,180		
	07/31/2024	421-4020-536.34-00	($30,000)	FUND DYAL REP, MAINT & OP JULY CLEANUP	4678
		421-4020-536.46-00	$40,000		
		421-4020-536.52-00	$20,000		
		421-4020-536.52-09	($30,000)		
		421-4020-536.52-00	$30,000	PURCHASE SCADA EQUIP JULY CLEANUP	4678
		421-4020-536.53-00	($30,000)		
14	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$656,055**	
4025 - WATER FIELD OPERATIONS					
4025 - WATER FIELD OPERATIONS	12/15/2023	421-4025-536.64-00	$70,347	BUDGT ROLL: FY22 CAP. PUR RESOLUTION #: 23-143	1071
		421-4025-536.64-00	$40,065	BUDGT ROLL: FY23 CAP PUR RESOLUTION #: 23-143	1071
		421-4025-536.64-00	$18,897	BUDGT ROLL: FY23 PD VEH. RESOLUTION #: 23-143	1071
		421-4025-536.46-00	$120,146	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4025-536.46-02	$10,048		
		421-4025-536.64-00	$106,240		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4025 - WATER FIELD OPERATIONS	02/26/2024	421-4025-536.12-00	($5,772)	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		421-4025-536.12-12	$5,772		
	04/03/2024	421-4025-536.12-00	($14,429)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		421-4025-536.12-12	$14,429		
	04/10/2024	421-4025-536.56-15	($16,574)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
	05/31/2024	421-4025-536.12-00	($1,000)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		421-4025-536.12-12	$1,000		
	06/30/2024	421-4025-536.46-00	$14,912	SEMPER HYDRANT KITS JUNE CLEANUP	4178
		421-4025-536.64-00	($14,912)		
	07/31/2024	421-4025-536.34-00	($3,100)	COVER COST OF FPL BILL JULY CLEANUP	4678
		421-4025-536.43-00	$3,100		
		421-4025-536.40-00	($1,000)	REPAIRS & MAINTENANCE JULY CLEANUP	4678
		421-4025-536.46-02	$8,000		
		421-4025-536.53-00	($5,000)		
		421-4025-536.55-00	$500		
		421-4025-536.56-15	($2,500)		
7	**Total Budget Amendments/Transfers**		**Division 4025 Total**	**$349,169**	
4055 - ENGINEERING					
4055 - ENGINEERING	12/15/2023	421-4055-536.63-00	$3,026,223	BUDGT ROLL: COCOA GROVE RESOLUTION #: 23-143	1071
		421-4055-536.63-00	$59,647	BUDGT ROLL: DYAL OZ IMPR.	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	12/15/2023			RESOLUTION #: 23-143	
		421-4055-536.63-00	$210,573	BUDGT ROLL: IND. PUMP ST. RESOLUTION #: 23-143	1071
		421-4055-536.63-00	$593,603	BUDGT ROLL: PINEDA RESOLUTION #: 23-143	1071
		421-4055-536.31-03	$36,526	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4055-536.63-00	$420,316		
	02/12/2024	421-4055-536.31-03	$1,000,000	REALLOCATE CAP. PLAN DEV	1916
		421-4055-536.63-00	($1,000,000)		
	02/29/2024	421-4055-536.63-00	($1,338,717)	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
		421-4055-536.63-00	($1,687,506)	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174
	04/03/2024	421-4055-536.12-00	($22,971)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		421-4055-536.12-12	$22,971		
	04/10/2024	421-4055-536.56-15	($1,656)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
	04/11/2024	421-4055-536.63-00	$0	PINEDA RR CROSSING RESOLUTION #: 24-032	2831
	07/12/2024	421-4055-536.63-00	$0	WM REPLACEMENT PROJECT RESOLUTION #: 24-054	4262
	07/31/2024	421-4055-536.46-03	$1,748	VEHICLE #123 REP & MAINT JULY CLEANUP	4678
8	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$1,320,757**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	10/12/2023	421-4120-536.31-03	$26,000	SCADA MAINT. INCREASE RESOLUTION #: 23-113	141
		421-4120-536.46-00	($26,000)		
	11/17/2023	421-4120-536.64-00	$149,396	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
		421-4120-536.41-00	$2,604	4 EMP. CELLS & 1 AIR CARD October Cleanup	667
		421-4120-536.52-00	($2,604)		
	12/15/2023	421-4120-536.64-00	$5,834	BUDGT ROLL: ANALYTIC BAL RESOLUTION #: 23-143	1071
		421-4120-536.64-00	$149,396	BUDGT ROLL: FY23 VEH. RESOLUTION #: 23-143	1071
		421-4120-536.46-00	$17,749	BUDGT ROLL: PAINT SELLERS RESOLUTION #: 23-143	1071
		421-4120-536.64-00	$10,465	BUDGT ROLL: REUSE PUMP RESOLUTION #: 23-143	1071
		421-4120-536.46-02	$11,397	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4120-536.63-00	$45,243		
		421-4120-536.64-00	$31,829		
	02/26/2024	421-4120-536.12-00	($10,518)	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		421-4120-536.12-12	$10,518		
		421-4120-536.12-00	($39,914)	JANUARY CLEANUP DROP PAYOUTS	2116
		421-4120-536.13-00	$39,914		
	03/05/2024	421-4120-536.44-00	$600	RENT TELESCOPIC BOOM FEBRUARY CLEANUP	2235
		421-4120-536.52-00	($600)		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4120 - SELLERS PLANT	04/03/2024	421-4120-536.12-00	($36,069)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		421-4120-536.12-12	$36,069		
	04/10/2024	421-4120-536.56-15	($2,484)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
	05/31/2024	421-4120-536.12-00	($2,505)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		421-4120-536.12-12	$2,505		
		421-4120-536.13-00	$12,605	DROP EMPLOYEES MAY CLEANUP	3689
		421-4120-536.23-04	($12,605)		
	06/30/2024	421-4120-536.46-00	$25,000	FUND REPAIRS & MAINT. JUNE CLEANUP	4178
		421-4120-536.52-00	($25,000)		
	07/31/2024	421-4120-536.54-00	$100	MAINTAIN POSITIVE BALANCE JULY CLEANUP	4678
		421-4120-536.64-15	($100)		
10	**Total Budget Amendments/Transfers**		**Division 4120 Total**	**$418,825**	
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	10/27/2023	421-4125-536.31-03	$33,570	CAROLLO ENG. TASK # 24-03 RESOLUTION #: 23-119	346
		421-4125-536.46-00	($33,570)		
	11/17/2023	421-4125-536.46-00	($1,182)	MANHOLE LINING	670
	12/15/2023	421-4125-536.31-03	$22,955	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4125-536.46-00	$1,157		
		421-4125-536.64-00	$518,296		
	03/05/2024	421-4125-536.31-03	($5,808)	BUY VAC-CON: SFO FEBRUARY CLEANUP	2235
		421-4125-536.46-00	($17,192)		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4125 - SEWER FIELD OPERATIONS	03/05/2024	421-4125-536.64-00	$23,000	BUY VAC-CON: SFO FEBRUARY CLEANUP	2235
	04/03/2024	421-4125-536.12-00	($3,548)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		421-4125-536.12-12	$3,548		
		421-4125-536.41-00	$400	SFO VERIZON BILL MARCH CLEANUP	2687
		421-4125-536.52-00	($400)		
		421-4125-536.42-00	$4,000	SHORE UP POSTAGE MARCH CLEANUP	2687
		421-4125-536.53-00	($4,000)		
	04/10/2024	421-4125-536.56-15	($4,692)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
	05/31/2024	421-4125-536.12-12	$5,000	ACCRUAL PAYOUTS MAY CLEANUP	3689
		421-4125-536.23-04	($5,000)		
		421-4125-536.44-00	($1,000)	CDL DRIVERS TEST INCREASE MAY CLEANUP	3689
		421-4125-536.49-00	$1,000		
		421-4125-536.46-03	($300)	CDL TRAINING MAY CLEANUP	3689
		421-4125-536.49-00	$300		
		421-4125-536.12-00	($95)	SHOE ALLOWANCE NEG. MAY CLEANUP	3689
		421-4125-536.20-00	$95		
	06/30/2024	421-4125-536.46-00	($6,750)	FDEP PENALTY JUNE CLEANUP	4178
		421-4125-536.49-00	$6,750		
	07/31/2024	421-4125-536.43-00	$1,000	COVER COST OF FPL BILL JULY CLEANUP	4678
		421-4125-536.52-30	($1,000)		
9	**Total Budget**		**Division 4125 Total**	**$536,534**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers				
4700 - DEBT SERVICE					
4700 - DEBT SERVICE	10/13/2023	421-4700-517.71-32	$339,510	DYAL GENERATOR GASB87 COMPLIANCE	161
		421-4700-517.72-32	$94,170		
	04/10/2024	421-4700-591.71-35	$38,320	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
		421-4700-591.72-35	$1,714		
		421-4700-591.71-35	$1,585	SAMSARA MOVE TO DEBT GASB96 - (4 OF 6)	2799
		421-4700-591.72-35	$71		
2	**Total Budget Amendments/Transfers**		**Division 4700 Total**	**$475,370**	
22	**Total Budget Amendments/Transfers**		**WATER/SEWER FUND**	**$8,621,198**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	02/29/2024	422-4010-581.91-24	$107,092	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
		422-4010-581.91-24	$2,593,648	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
		422-4010-581.91-24	$2,401,619	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$5,102,359**	
4055 - ENGINEERING					
4055 - ENGINEERING	02/29/2024	422-4055-536.63-00	$0	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$0**	
1	**Total Budget Amendments/Transfers**		**WATER/SEWER IMPACT FEE**	**$5,102,359**	
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	10/27/2023	423-3570-538.63-73	$717,291	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
	11/30/2023	423-3570-538.39-00	($52,733)	ADD. EOR SERVICES F&B & BOND FOR WETLND R #23-136	822
		423-3570-538.63-00	$52,733		
	12/15/2023	423-3570-538.63-00	$50,678	BUDGT ROLL: AURORA DITCH RESOLUTION #: 23-143	1071
		423-3570-538.63-36	$768,000	BUDGT ROLL: FISKE/ PND RESOLUTION #: 23-143	1071
		423-3570-538.63-00	$28,800	BUDGT ROLL: FLOATING WET. RESOLUTION #: 23-143	1071
		423-3570-538.63-00	$500	BUDGT ROLL: ROADWAY ELEV. RESOLUTION #: 23-143	1071
		423-3570-538.63-35	$120,000	BUDGT ROLL: US1/ FOREST A RESOLUTION #: 23-143	1071
		423-3570-538.31-00	$21,412	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		423-3570-538.34-00	$4,253		
		423-3570-538.46-00	$600		
		423-3570-538.63-00	$81,399		
		423-3570-538.64-00	$49,349		
	02/26/2024	423-3570-538.12-00	($225)	JANUARY CLEANUP CELL PHONE	2116

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	02/26/2024	423-3570-538.15-00	$225	ALLOWANCE	2116
		423-3570-538.63-00	$0		
	02/29/2024	423-3570-538.39-00	($110,000)	VAC CON & ST. SWPR REPAIR RESOLUTION #: 24-015	2170
		423-3570-538.46-03	$110,000		
	04/02/2024	423-3570-538.63-00	$18,949	US1 & FORREST AVE FUNDING RESOLUTION #: 24-028	2665
	04/10/2024	423-3570-538.56-15	($3,147)	SAMSARA MOVE TO DEBT GASB96 - (6 OF 6)	2802
		423-3570-538.71-35	$3,012		
		423-3570-538.72-35	$135		
	05/17/2024	423-3570-538.63-00	$257,138	FISKE CORR NON-GRANT FNDs RESOLUTION #: 23-043	3396
		423-3570-538.63-73	($257,138)		
	06/28/2024	423-3570-538.63-00	$0	MOVE FUNDS TO SORIAL PROJ # TO TRACK SOIRL PROJECTS	4017
9	**Total Budget Amendments/Transfers**		**Division 3570 Total**	**$1,861,231**	
9	**Total Budget Amendments/Transfers**		**STORMWATER UTILITY**	**$1,861,231**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	10/27/2023	424-4010-581.91-21	$199,904	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128	351
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$199,904**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	12/15/2023	424-4020-536.63-00	$260,000	BUDGT ROLL: C-F POLY. TNK	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	12/15/2023			RESOLUTION #: 23-143	
		424-4020-536.63-00	$1,338,836	BUDGT ROLL: REACTOR CLAR. RESOLUTION #: 23-143	1071
		424-4020-536.63-00	$751,522	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		424-4020-536.64-00	$81,472		
	08/01/2024	424-4020-536.63-00	($275,000)	POLE BARN PROJECT	5165
		424-4020-536.63-07	$275,000		
	08/28/2024	424-4020-536.64-00	($240,000)	BULK TANK RELOCATION RESOLUTION# 24-025	5043
3	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$2,191,830**	
4055 - ENGINEERING					
4055 - ENGINEERING	10/27/2023	424-4055-536.63-08	$46,469	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
		424-4055-536.63-73	$998,420		
	12/15/2023	424-4055-536.63-00	$85,000	BUDGT ROLL: BANNA RIV TNK RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$2,102	BUDGT ROLL: DYAL CO2 BULK RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$4,275,000	BUDGT ROLL: DYAL OZONE IM RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$1,463,198	BUDGT ROLL: DYAL WELL 17 RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$150,000	BUDGT ROLL: GRNDWT FLUME RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$8,776,363	BUDGT ROLL: IRP RESOLUTION #:	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	12/15/2023			23-143	
		424-4055-536.63-06	$75,071	BUDGT ROLL: LIFT STN. 1 RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$4,061,770	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	01/25/2024	424-4055-536.63-00	$3,382,443	ADD. IRP IPS & TPS FNDING RESOLUTION #: 24-004	1665
	02/26/2024	424-4055-536.63-00	$0	JANUARY CLEANUP CELL PHONE ALLOWANCE	2116
	02/29/2024	424-4055-536.63-00	$222,065	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
		424-4055-536.63-00	$4,413,648	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
		424-4055-536.63-00	$4,089,125	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174
	05/17/2024	424-4055-536.63-00	$90,819	FISKE CORR NON-GRANT FNDs RESOLUTION #: 23-043	3396
		424-4055-536.63-73	($90,819)		
		424-4055-536.63-00	$400,000	FISKE UT CONTINGENCY FUND RESOLUTION #: 24-043	3394
	07/12/2024	424-4055-536.63-00	($3,382,443)	SELLERS WW PROJECT GRANT RESOLUTION #: 24-055	4261
		424-4055-536.63-78	$3,626,000		
	07/31/2024	424-4055-536.63-00	($600)	SELLERS WW PROJECT GRANT RESOLUTION #: 24-055	4711
		424-4055-536.63-78	$600		
	08/28/2024	424-4055-536.63-00	$240,000	BULK TANK RELOCATION RESOLUTION# 24-025	5043

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
9	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$32,924,231**	
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	12/15/2023	424-4120-536.63-00	$1,000,000	BUDGT ROLL: AERATN BLOWER RESOLUTION #: 23-143	1071
		424-4120-536.63-00	$393,949	BUDGT ROLL: BNR RESOLUTION #: 23-143	1071
		424-4120-536.63-00	$45,170	BUDGT ROLL: HYDROPNEUMATC RESOLUTION #: 23-143	1071
		424-4120-536.64-15	$300,000	BUDGT ROLL: M&L CNTRL BRD RESOLUTION #: 23-143	1071
		424-4120-536.63-00	$619,767	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	05/17/2024	424-4120-536.63-00	$89,613	FUND BNR CHANGE ORDER #6 RESOLUTION #: 23-046	3397
2	**Total Budget Amendments/Transfers**		**Division 4120 Total**	**$2,448,499**	
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/17/2023	424-4125-536.63-00	$1,182	MANHOLE LINING	670
	06/30/2024	424-4125-536.63-00	$0	CORRECT PROJECT NUMBER JUNE CLEANUP	4178
2	**Total Budget Amendments/Transfers**		**Division 4125 Total**	**$1,182**	
12	**Total Budget Amendments/Transfers**		**RENEWAL & REPLACE FUND**	**$37,765,646**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	02/29/2024	425-4010-581.91-24	$1,820,000	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$1,820,000**	
9000 - DEBT SERVICE COSTS					
9000 - DEBT SERVICE COSTS	08/19/2024	425-9000-536.31-00	$2	PROVIDE FUNDING TO 425	4884
1	**Total Budget Amendments/Transfers**		**Division 9000 Total**	**$2**	
2	**Total Budget Amendments/Transfers**		**W/S RESTRICTED ASSETS**	**$1,820,002**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	04/11/2024	427-4020-536.31-34	$53,354	TAYLOR CREEK RESERVOIR AGENDA #: 24-153	2826
		427-4020-536.31-35	$26,677		
		427-4020-536.31-36	$7,114		
		427-4020-536.31-37	$80,030		
1	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$167,175**	
1	**Total Budget Amendments/Transfers**		**TCR/SJR PROJECT**	**$167,175**	
1801 - HUMAN RESOURCES					
1801 - HUMAN RESOURCES	08/27/2024	520-1801-513.24-00	$45,000	WORKERS COMP SETTLMNT RESOLUTION #: 24-080	5128

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	**Total Budget Amendments/Transfers**		**Division 1801 Total**	**$45,000**	
1	**Total Budget Amendments/Transfers**		**WORKERS COMPENSATION FUND**	**$45,000**	

121 Transfers & Amendments Between Oct 1, 2023 and Aug 31, 2024

FY 2024 Total Transfer & Amendments $79,375,641

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: Expense Budget Tracking Worksheet
Run by: Zoie R. Badalov

Date: 09/19/2024

Legislation Details (With Text)

File #:	24-573	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/19/2024			**In control:**	City Council
On agenda:	9/24/2024			**Final action:**	
Title:	Bi-weekly Report from September 9 - September 20, 2024. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council bi-weekly report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 19, 2024
Agenda Date: September 24, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Bi-weekly Report from September 9 - September 20, 2024.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Only

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Office of the City Manager
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8660

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: September 9, 2024 – September 20, 2024

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

Administrative Services

- Records request stats: 7 received/ 6 closed out - $10.80 collected in fees
- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
- New employees
  - Christina Anderson – Industrial Electrician I, Utilities/Dyal, September 16, 2024
  - Ignacio Delgado – Apprentice Operator, Utilities/Dyal, September 16, 2024
  - Jaden Dickinson – Meter Reader, Finance/Field Services, September 16, 2024
  - Christopher Kington – Utility Mechanic I, Utilities/Dyal, September 16, 2024
  - Emily Reyes – Customer Service Representative, Finance/Customer Service, September 16, 2024
  - Angel Rodriguez-Nieves – Maintenance Worker II, Public Works/Streets, September 16, 2024
  - Nicholas World – Warehouse Supervisor, Finance/Inventory, September 16, 2024
- Recent promotions
  - Jason Dowty – Police Officer, Police/Administration, September 18, 2024
- Upcoming retirements
  - Terri Schuh – Utility Billing Clerk, Finance/Customer Service, October 2, 2024 (12 years of Service)

Communication and Economic Development

- Media Stories:
  - Lee Wenner Park Parking Lot, Boat Ramps and T-Dock will Close for Construction to Expand Parking Capacity
  - Amazon projects near completion in Daytona, Deltona. When will they open?
  - Cocoa City Council appointed Patricia Weeks to replace Matthew Barringer
  - Long awaited Amazon facilities to open in Brevard County
  - Cocoa seeks developer for vacant downtown site
  - Mayor Michael Blake elected president of FLC
  - Cocoa donates semi tractor to Brevard Adult Ed
  - Cocoa seeks developer for downtown site in Historic Cocoa Village
- New News Releases:
  - Travis Park Computer Lab Grand Opening
- Upcoming Events:
  - Save the Date: City of Cocoa Economic Showcase and Business Market, January 15, 2025, 4-6:30pm, Cocoa Civic Center
- Social media/e-newsletter statistics
  - Facebook
    - Post reach: 31,478
    - Post engagement: 3,897
    - Followers: 15,822
  - Twitter
    - Followers: 3,501
  - LinkedIn
    - Post impressions: 2,892
    - Followers: 1,278
  - NextDoor
    - Impressions: 2,883
    - Members: 5,427
  - August e-newsletter (Sent 8/2/24)
    - Sent to 710 contacts
    - 45% open rate (average open rate for e-mail marketing in 2022 is 17%)
  - Next printed FYI Newsletter mails October 1, 2024.
- Upcoming special events at Leisure Services facilities:
  - **Annual Alzheimer's Association Walk to End Alzheimers**
    - September 21, 2024, 8am-12pm
    - Riverfront Park
  - **HCVMS Under the Harvest Moon Sip and Stroll**
    - September 28, 2024, 5-9pm
    - Myrt Tharpe Gazebo and Cocoa Village

Community Services – update 8/9/24

- **New businesses –August 1 - 21, 2024**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
DM Industrial Finishes, LLC	3440 Grissom Pkwy, 32926	25	0	3	Various Hardcoating for materials.
Diamondback Knife works, LLC	3440 Grissom Pkwy	3	0	3	Knife Manufacturing
Diamondback Airboats, LLC	1060 Cox Road, 32926	45	0	3	Airboat Manufacturing -New BTR # Issued for them
Freedom Optical Inc	217 King Street, 32922	2	0	1	Optical Boutique For Eyeware- Licensed Optician
Strange Fork Bar & Grill LLC	109 Brevard Avenue, 32922	1	1	1	Restaurant new Location-
His & Hers Cigar Lounge, LLC	412 Brevard Ave, 32922	2	0	1	Cigar Lounge
WVP of Florida LLC-DBA Cocoa Vet Hospital	2325 Highway 524, 32926	18	2	3	New owner - New Name **Veterinary Clinic
JLM Windows, LLC	440 Shearer Blvd, 32922	3	2	2	New Window Installation business
8 Esthetics Spa LLC DBA Village Day Spa	503 Delannoy Ave, 32922	0	3	1	New Day Spa Business
Home Business BTR	**Physical Address**	**# FT Employees**	**# Pt Employees**	**Council District**	**Description**

Green Path Landscape, LLC	1208 Alamanda Lane, 32922	0	0	2	Landscape business Home office only
Budget Breeze A/C, LLC	122 Rosa L Jones Drive, 32922	0	0	1	Air conditioning business Office use only
Dee Care Sevices Inc	1934 Ivy lane, 32922	1	0	4	Home Care services/ Personal home care
Sheri's Pampered Pet Grooming Inc	5102 Talbot Blvd, 32926	0	0	3	Mobile Grooming Service
KW Controller Inc	164 Woodsmill Blvd # 78, 32926	0	0	3	Accounting services Office use only
LuxeRide Transport, LLC	770 Sorrento Drive, 32922	8	4	1	Transportation Services
Over the Top Improvements, LLC	2110 Michigan Ave, 32926	0	0	3	Handyman Services

August 22-September 20 building inspections – 331

August 22-September 20 building permits issued – 152

Finance

- Interim audit has continued.
- Purchasing is working with the City Manager on advertising and RFP for the 5 acres on Florida Ave.

Fire Department

- The FireBlast training trailer has been returned to Fire Station 1.
- Recruit Firefighters graduated from Fire School (EFSC) on May 29th,2024 and have been added to staffing as full-time employees.
- Multiple Public Relations events attended by crews.
- New Brush truck arrived August 2024 and is currently awaiting modifications at Fleet.
- Crews worked several special events in downtown Cocoa Village over the last month with several more on the calendar.

Information Technology

- Project updates/highlights
  - Upgraded Hardware procured for CH Hosts
  - UCP Operational for deployment
  - Valencia College intern continues assignment in IT
- Helpdesk stats as of 9/20/2024
  - 151 open helpdesk tickets
  - 498 new tickets opened in last 30 days
  - 462 tickets closed/resolved in last 30 days
  - 5359 tickets opened in last 365 days

Police Department Updated 9/9/24-9/20/24

- Activity/Event highlights
  - Faith Leaders Meeting with Chief Collier 9/12
  - Police academy graduation for Jason Dowty 9/18
- New project/training updates
  - None
- Chief's walk highlights
  - Next chief's walk is scheduled for 9/25 Auburn Dr
- Community engagement highlights/events
  - Preparing for National Night Out on 10/1
- Call stats-Crime Stats: January 1, 2024- September 15, 2024 (For comparison purposes January 1, 2023-September 15, 2023, data is also included)

  - Property Crimes Offenses have decreased by 2%.
  - Violent Crime Offenses decreased by 10%
  - Overall, crime offenses have decreased by 4%.

- Code Enforcement stats/highlights/Activity:

  September 9, 2024-September 20, 2024

- New CODE Manager Tom Wilkinson started

Active Cases	43
Complied Cases	10
Code Board Cases scheduled for	4
Snipe Signs Pulled	60

Highlights:

- Working on Outstanding Business Tax Receipts.

- Working on increased lien reduction requests as a result of compliance being achieved and PD Assist calls – public health/safety.

- Working to resolve Hot Topics: Homeless camps & blighted vacant lots on US-1 & Bracco Pond & zoning violations.

Other Mentions:

Public Works

- Major project updates
  - Fiske and Broadmoor Acres – Under Construction
  - Parks Projects
    - Provost – Completed
    - Don Stradley Memorial Park- Completed
- Work order stats (received/closed)
  - 95 received
  - 102 closed
  - Residential Bulk Green Waste Requests This Period: 78
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
  - FDOT
    - SR 524 PD&E Study (437983-1) – In Progress
    - SR 501 Safety Project (447085-1) – Under Construction
    - SR 528 Widening and Reconstruction (407402-3) – In Design
    - SR 520 Safety Project Cox to Aurora (445689-1) - Under Construction
    - SR 520 Safety Project Aurora to Causeway (442885-1) - Under Construction
  - Brightline/FEC
    - SCTPO wrapping up the Intermodal Station Feasibility Study.
    - RCE Grant Application – 4 quadrant gates at W. Highland crossing – To be submitted by SCTPO.

Utilities

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects

- Operations – August
  - WFO Issued Work Orders – 1,124
  - WFO Completed Work Orders – 1,191
  - Hydrants Flushed – 474
  - Valves Exercised – 13
  - Utility Locate Requests – 2,360
  - SFO Issued Work Orders – 189
  - SFO Completed Work Orders – 104

Legislation Details (With Text)

File #:	24-574	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/19/2024			**In control:**	City Council
On agenda:	9/24/2024			**Final action:**	
Title:	Informational Only – The City of Cocoa's Open Board Vacancies.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 19, 2024
Agenda Date: September 24, 2024
Prepared By: Monica Arsenault, City Clerk
Through:
Requested Action:
Informational Only - The City of Cocoa's Open Board Vacancies.

BACKGROUND:

The City of Cocoa currently has several vacancies on various boards and committees. This agenda item provides an overview of these vacancies, eligibility criteria and the application process for interested residents.

Current vacancies:

Board of Adjustment
- 2 Regular member vacancies
- 2 Alternate member vacancies

Code Enforcement Board
- 1 Alternate member vacancy

Planning and Zoning
- 2 Regular member vacancies
- 1 Alternate member vacancy

Police Advisory Board

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- 3 Regular member vacancies

Eligibility Criteria:

- Must be a resident or owner of real property within the City limits of Cocoa.
- Must consent to a criminal background check.
- Be duly registered to vote in Brevard County.
- Must meet any other specific qualifications outlined in the board/committee's bylaws.
- Code Board: Additionally, appointments shall be made in accordance with applicable law and ordinances on the basis of experience or interest in the subject matter jurisdiction of the respective code enforcement board, in the sole discretion of the local governing body. The membership of each enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor. § 162.05, Fla. Stat.
- CRA Boards: Additionally, any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part. § 163.356, Fla. Stat.
- Police and Fire Pension: Additionally, special rules apply. Chs. 175 and 185, Fla. Stat.
- Cocoa Housing Authority: Additionally, special rules apply. Mayor appoints and Council approves per Ch. 421, Fla. Stat.

Application Process:
Interested residents can apply on the City of Cocoa's website at www.cocoafl.gov under Your Government> Boards and Committees> Vacancies.

STRATEGIC PLAN CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Only