City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, July 22, 2020

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 20-414 Approve the Agenda for the Regular Meeting of July 22, 2020, as presented or with amendments.

Attachments: 07-22-2020 Short Agenda ADA.pdf

MINUTES:

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 five (5) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. REPORTS:

VI. CONSENT AGENDA:

VI.1 20-341 Approve the Addendum to the Binding Development Agreement between the City of Cocoa, Florida and Evergreen Integra Cocoa, LLC and authorize the City Manager to execute the same. (Community Services Director)

Attachments: Addendum to Integra Cocoa Apartments Development Agreement - 7-13-20.pdf
Exhibit B - Amended Concept Plan.pdf
Exhibit C - Property.pdf

VI.2 20-367 Approve Change Order #1 to Purchase Order 75483 with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; To Approve a Resolution Amending the FY2020 Budget; BAF #20-080-T. (Utilities Director)

Attachments: Budget Resolution - Ace Change Order.docx
BAF 20-080-T -UT-4025-REPAIRS & MAINTENANCE (7-22-20) Agenda 20-367
Ace PO 75483.pdf

VI.3 20-388 Approve a Resolution Amending the FY20 Budget (BAF#20-086-A), to Purchase a FARO 3D Scanner, a DART simulator Training System and Community Watch Signs using Police Forfeiture Funds. We are requesting that FARO and DART be considered Sole Sources by means of Resolutions. These expenditures are deemed consistent with the provisions under Florida State Statute 932.7055(5)(a). (Chief of Police)

Attachments: FARO Cocoa-20338593-6-22-20.pdf
03042020_Sole Source_Focus Scan Plan Scene Zone.pdf
DART 1022-554.pdf
DART-Info-Pack-2020.pdf
DART Firearms Simulator Cost Justification.pdf
Cocoa Community Watch Sign.pdf
PIP Printing Quote for Community Watch signs 23194.pdf
Southern Tape and Label Estimate_53382.pdf
The Proof is in the Printing Quote.pdf
BAF 20-086-A -PD-Forfeiture Funds (07-22-20) Agenda 20-388.pdf
Budget Resolution FY 2020.docx
FARO and DART Resolutions.pdf
Exemption to Competitive Bid Purchase DART.pdf
Exemption to Competitive Bid Purchase FARO.pdf

VI.4 20-411 Request Council to award Bid # B 20-12-COC to lowest and responsive bidder Expert Security Professionals for the replacement of the Police Department's fire alarm panel and related hardware in the amount of $37,951.95. Authorize the City Manager to issue the purchase order. (Public Works Director)

Attachments:
- Addendum_1_B20-12-COC.pdf
- Addendum_2_B20-12-COC.pdf
- Addendum_3_B20-12-COC.pdf
- Addendum_5_B20-12-COC_CONVID-19.pdf
- Addendum_6_B20-12-COC.pdf
- Addendum_7_B20-12-COC.pdf
- Addendum4_B20-12-COC_CONVID-19.pdf
- ITB_B-20-12-COC_PD_Fire_Alarm_Replacement.pdf
- Public_Ad_Invitation_to_Bid.pdf
- Bid Summary ITB# B-20-12-COC PD Fire Alarm Replacement Project.pdf
- Bid Tabulation Sheet.pdf
- Notification of Award_B-20-12-COC-Filled.pdf
- Form of Agreement_B-20-12-COC.pdf

VI.5 20-421 Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for Fiscal Year 2021, pending the final approval of the City of Cocoa Fiscal Year 2021 budget. (Chief of Police)

Attachments: ANR MUNICIPAL SERVICES AGREEMENT 2021.pdf

VI.6 20-432 Approve a six (6) month extension to the London Cove Preliminary Subdivision application from August 9, 2020 to February 9, 2021. (Community Services Director)

Attachments: London Cove permit extension letter (revised).pdf

VII. PUBLIC HEARINGS:

VIII. COUNCIL BUSINESS:

VIII.1 20-358 Informational item related to City Council's request to discuss the addition of an agenda review meeting.

VIII.2 20-400 Approve Resolution No. 2020-175, Establishing the Rolled-Back Rate, adopt a Proposed Tentative Millage Rate and set the date, time, and place for the first Public Hearing to consider the FY2021 Budget. (Finance Director)

Attachments: Resolution 2020-175 Establising the Rolled Back Rate and Setting the Millage F

VIII.3 20-410 Seek Council direction on permitting special events at City facilities.

Attachments: 2020 Fall A_C Safety Plan.pdf

IX. CITY BUSINESS:

IX.1 20-319 City Council consideration to Approve a Resolution increasing residential recycling fees, $1.02 per residential customer per month, per Waste Management's request, effective August 2020 Billing. Also included in the Resolution, Foregoing the customer passthrough of the CPI Increase (.7%) to Garbage, Greenwaste and Recycling Charges, to Commercial and Residential Customers inside the City Limits of Cocoa, for Fiscal Year 2021. Approve related Budget Resolution amending the Fiscal Year 2020 Budget to increase the Recycling Revenue and Expense Accounts for August and September 2020, BAF# 20-082. (Public Works Director)

Attachments: City of Cocoa Recycling Extraordinary Cost June 2020.pdf
WM Budget Resolution FY 2020.pdf
BAF 20-082-A -PW-WM Rate Increase (7-22-20) Agenda 20-319.pdf
RESOLUTION 2020-____ No Passthrough
RESOLUTION 2020-____ Waste Mgt Recycling Fee Increase. No Passthrough

IX.2 20-322 Requesting approval of a one-time benefit of COVID Leave Accruals for City employees and the proposed leave sellback program included in the pending Fiscal Year 2021 Budget.

Attachments: Emergency Responder List (Exempt from FFCRA).pdf

IX.3 20-365 Approve Ordinance No. 08-2020 to adopt a new limited-duration Lien Amnesty Program, which provides an incentive for eligible property owners to bring their properties into compliance with the City Code by offering a supplementary expedited method to receive code enforcement lien reductions and releases of liens.

Attachments: Draft Ordinance ___-2020 Lien Amnesty Program - 4-24-20 Draft.docx

IX.4 20-397 Approve a Resolution Amending the FY20 Budget, Budget Adjustment Form #20-087-A to complete City Council Chambers audiovisual technology upgrades in the amount of $74,696.17 by IM Solutions, Inc. utilizing the Canaveral Port Authority's contract for Professional Services PUR-RFQ-18-1. (Chief Technology Officer)

Attachments: 24262001-200708 - COC Chamber Upgrades r04 7-9-2020.pdf
Budget Resolution FY 2020 20-397.docx
BAF 20-087-A -IT-IM Solutions Chamber Upgrades (7-22-20) Agenda 20-397.p
PUR-RFQ-18-1 -IT Continuing Contract - IM Solutions Executed.pdf
PUR-RFQ-18-1-Request-For-Qualifications.pdf
200707 - COI from IM Solutions for City of Cocoa.pdf
CPA Authorization to Utilize Contract PUR-RFQ-18-1.pdf

IX.5 20-422 Approve, as recommended, the proposed Fiscal Year 2021 benefit renewal for medical, dental, vision, life, and disability insurance; and to authorize the City Manager to sign related agreements. (Administrative Services Director)

Indexes: benefits; insurance; medical

Attachments: 061520 - Cocoa - Dental Evaluation.pdf
061620 - Cocoa - Vision Evaluation.pdf
062120 - Cocoa - Life Disability Renewal Evaluation.pdf
071420 - Cocoa - ASO ISL Renewal Evaluation.pdf
071420 - Cocoa - Executive Summary.pdf

IX.6 20-435 Requesting settlement authority for the tentative settlement agreement between City of Cocoa Firefighter Stephen Register and the City of Cocoa authorizing the payment of the Workers' Compensation settlement. (Administrative Services Director)

IX.7 20-437 Approval of Bi-weekly payroll policy, effective the first payroll period of Fiscal Year 2021. (Administrative Services Director)

Attachments: City Bi-Weekly Payroll Notice (5-29-20).pdf
IAFF Bi-weekly Pay Notice (5-29-20).pdf
LIUNA Bi-Weekly Payroll Notice (5-29-20).pdf
PBA Lt Bi-Weekly Notice (5-29-20).pdf
PBA Rank and File Bi-Weekly Notice (5-29-20).pdf

IX.8 20-440 City Council discussion related to naming a specific structure or area within the City of Cocoa. (Interim City Manager)

MULTI-YEAR CONTRACTS:

IX.9 20-386 To authorize the Interim City Manager to execute a multi-year contract between the City of Cocoa and Orange Lien Data, LLC for Lien Search Services.

Attachments: FRSData, LLC Contract.pdf
Lien Search Agreement Extension.pdf
Orange Lien Agreement to Provide Services- 2020.pdf

IX.10 20-434 Approve renewal of United Healthcare Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2021 to December 31, 2021 and payments to eligible retirees for Medicare Part B reimbursement. (Administrative Services Director)

Indexes: benefits; insurance; medical; retiree

Attachments: 2009-150(Amending resolution 2008-133 to include a 100_ health ins. premium
2020 Medicare Part B Rates.docx
071220 - Cocoa - 2021 UHC Medicare Rate Page and Benefit Summary.pdf
071220 - Cocoa - 2021 UnitedHealthcare Renewal Packet.pdf
071420 - Cocoa - Medicare Retiree UHC Renewal Evaluation.pdf

X. INFORMATIONAL AGENDA:

X.1 20-413 Cocoa Police Department District Event Statistics for the months of April and May, 2020. (Chief of Police)

Attachments: Apr 2020 Council Report by District .pdf
MAY 2020 Council Report by District .pdf

X.2 20-417 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 06/30/2020. (Finance Director)

Attachments: PO Monthly Report to City Council 10.01.19 thru 06.30.20.pdf

X.3 20-423 FY 2020 Budget Adjustment Report. (Finance Director)

Attachments: June FY 2020 EXPENSE Budget Tracking Worksheet.pdf
June FY 2020 REVENUE Budget Tracking Worksheet.pdf

X.4 20-424 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: Contingency Report June 2020.pdf

X.5 20-425 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget By Classification June 2020.pdf

X.6 20-446 Fire Incident Summary Report for June 2020. (Fire Chief)

Attachments: Total Record Volume By Incident Type for June 2020.pdf

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

Due to the COVID-19 Emergency and the closing of City Hall to the public to limit public gatherings in accordance with Federal and State directives, the City of Cocoa will be utilizing Communications Media Technology (CMT) for upcoming City Council meetings pursuant to the Governor's Executive Order Number 20-69 and Florida Statutes, Section 120.54(5)(b)(2), specifically one or more members of the City Council may attend and participate by speakerphone. In-person attendance by the public will not be allowed at this meeting due to the COVID-19 Emergency and the closing of City Hall to the public. However, interested persons are encouraged to view and listen to the meeting by accessing the meeting at the following internet addresses:

(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

In addition, interested persons may submit their written comments or questions regarding the meeting prior to and during the meeting through Email, via the following email address: meetings@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by calling 321-433-8446. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk at the contact information stated above.

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

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

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

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

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

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

Legislation Details (With Text)

File #:	20-414	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/7/2020			**In control:**	City Council
On agenda:	7/22/2020			**Final action:**	
Title:	Approve the Agenda for the Regular Meeting of July 22, 2020, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	07-22-2020 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 7, 2020
Agenda Date: July 22, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular Meeting of July 22, 2020, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular Meeting of July 22, 2020, as presented or with amendments

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: July 22, 2020
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 July 22, 2020. (20-414)

2. Minutes: N/A

III. Awards and Presentations:

None.

IV. Delegations:

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

Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of five (5) minutes while speaking

under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Reports:

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

VI. Consent Agenda:

1. Approve the Addendum to the Binding Development Agreement between the City of Cocoa, Florida and Evergreen Integra Cocoa, LLC and authorize the City Manager to execute the same. (20-341). (Community Services Director)

2. Approve Change Order #1 to Purchase Order 75483 with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; To Approve a Resolution Amending the FY2020 Budget; BAF #20-080-T. (20-367). (Utilities Director)

3. Approve a Resolution Amending the FY20 Budget (BAF#20-086-A), to Purchase a FARO 3D Scanner, a DART simulator Training System and Community Watch Signs using Police Forfeiture Funds. We are requesting that FARO and DART be considered Sole Sources by means of Resolutions. These expenditures are deemed consistent with the provisions under Florida State Statute 932.7055(5)(a). (20-388). (Chief of Police)

4. Request Council to award Bid # B 20-12-COC to lowest and responsive bidder Expert Security Professionals for the replacement of the Police Department's fire alarm panel and related hardware in the amount of $37,951.95. Authorize the City Manager to issue the purchase order. (20-411). (Public Works Director)

5. Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for Fiscal Year 2021, pending the final approval of the City of Cocoa Fiscal Year 2021 budget. (20-421). (Chief of Police)

6. Approve a six (6) month extension to the London Cove Preliminary Subdivision application from August 9, 2020 to February 9, 2021. (20-432). (Community Services Director)

VII. Public Hearings:

None.

VIII. Council Business:

1. Informational item related to City Council's request to discuss the addition of an agenda review meeting. (20-358). (Interim City Manager)

2. Approve Resolution No. 2020-175, Establishing the Rolled-Back Rate, adopt a Proposed Tentative Millage Rate and set the date, time, and place for the first Public Hearing to consider the FY2021 Budget. (20-400). (Finance Director)

3. Seek Council direction on permitting special events at City facilities. (20-410). (Assistant to the City Manager/PR Specialist)

IX. City Business:

1. City Council consideration to Approve a Resolution increasing residential recycling fees, $1.02 per residential customer per month, per Waste Management's request, effective August 2020 Billing. Also included in the Resolution, Foregoing the customer passthrough of the CPI Increase (.7%) to Garbage, Greenwaste and Recycling Charges, to Commercial and Residential Customers inside the City Limits of Cocoa, for Fiscal Year 2021. Approve related Budget Resolution amending the Fiscal Year 2020 Budget to increase the Recycling Revenue and Expense Accounts for August and September 2020, BAF# 20-082. (20-319). (Public Works Director)

2. Requesting approval of a one-time benefit of COVID Leave Accruals for City employees and the proposed leave sellback program proposed in the pending Fiscal Year 2021 Budget. (20-322). (Administrative Services Director)

3. Approve Ordinance No. 08-2020 to adopt a new limited-duration Lien Amnesty Program, which provides an incentive for eligible property owners to bring their properties into compliance with the City Code by offering a supplementary expedited method to receive code enforcement lien reductions and releases of liens. (20-365). (Chief of Police)

4. Approve a Resolution Amending the FY20 Budget, Budget Adjustment Form #20-087-A to complete City Council Chambers audiovisual technology upgrades in the amount of $74,696.17 by IM Solutions, Inc. utilizing the Canaveral Port Authority's contract for Professional Services PUR-RFQ-18-1. (20-397). (Chief Technology Officer)

5. Approve, as recommended, the proposed Fiscal Year 2021 benefit renewal for medical, dental, vision, life, and disability insurance; and to authorize the City Manager to sign related agreements. (20-422). (Administrative Services Director)

6. Requesting settlement authority for the tentative settlement agreement between City of Cocoa Firefighter Stephen Register and the City of Cocoa authorizing the payment of the Workers' Compensation settlement. (20-435). (Administrative Services Director)

7. Approval of Bi-weekly payroll policy, effective the first payroll period of Fiscal Year 2021. (20-437). (Administrative Services Director)

8. City Council discussion related to naming a specific structure or area within the City of Cocoa. (20-440). (Interim City Manager).

Multi-Year Contracts:

9. Authorize the Interim City Manager to execute a multi-year contract between the City of Cocoa and Orange Lien Data, LLC for Lien Search Services. (20-386). (Finance Director)

10. Approve renewal of United Healthcare Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2021 to December 31, 2021 and payments to eligible retirees for Medicare Part B reimbursement. (20-434). (Administrative Services Director)

X. Informational Agenda:

1. Cocoa Police Department District Event Statistics for the months of April and May, 2020. (20-413). (Chief of Police)

2. Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 06/30/2020. (20-417). (Finance Director)

3. FY 2020 Budget Adjustment Report. (20-423). (Finance Director)

4. 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. (20-424). (Finance Director)

5. Data showing the relation between the estimated and actual income and expenses to date. (20-425). (Finance Director)

6. Fire Incident Summary Report for June 2020. (20-446). (Fire Chief)

XI. Adjournment:

XII. Notice To The Public:

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by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

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Legislation Details (With Text)

File #:	20-341	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	7/8/2020			**In control:**	City Council
On agenda:	7/22/2020			**Final action:**	
Title:	Approve the Addendum to the Binding Development Agreement between the City of Cocoa, Florida and Evergreen Integra Cocoa, LLC and authorize the City Manager to execute the same. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Addendum to Integra Cocoa Apartments Development Agreement - 7-13-20.pdf Exhibit B - Amended Concept Plan.pdf Exhibit C - Property.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 8, 2020
Agenda Date: July 22, 2020
Prepared By: Nancy A. Bunt, Community Services Director
Through: Matt Fuhrer, Interim City Manager
Requested Action:
Approve the Addendum to the Binding Development Agreement between the City of Cocoa, Florida and Evergreen Integra Cocoa, LLC and authorize the City Manager to execute the same.

BACKGROUND:

On August 14, 2019, City Council approved a Binding Development Agreement between the City of Cocoa, Florida and Integra Land Company to allow the developer to construct up to 249 apartments in 5 apartment buildings not to exceed 57 feet in height, with 5 parking garage buildings, a community clubhouse and certain public amenities on 2 parcels of land (Parcel ID: 24-35-13-00-750 and 24-35-24-00-1) totaling 150.35 acres and located on the south side of State Road 524 between Westminster Dr. and London Blvd. However, an executed copy was not received within 30 days of Council approval, making the Development Agreement null and void.

On November 13, 2019, City Council again approved the unexecuted Binding Development Agreement between the City of Cocoa, Florida and Integra Land Company, in addition to revising language previously approved to allow the developer to provide two (2) Level 2+ electric car-charging stations instead of two (2) Level 3 charging stations and adding the requirement of constructing a lift station for the project, along with some other minor amendments. The Development Agreement was executed in December 2019 and recorded in the Official Records of Brevard County, Book 8669, Page 340, on February 19, 2020.

The Developer's predecessor in interest was previously granted a height variance which was premised upon the fact that the Property consists almost entirely of wetlands, with only approximately 8.7 percent of the Property being developable upland, and the height variance allowed the Developer to achieve use of its Property while largely conserving the wetlands. However, the height variance was granted in 2014 and has long since expired.

Rather than request a new height variance, the Development Agreement permitted the increased height, an increase in maximum building width, and a decrease in the minimum living area for one-bedroom apartments to increase the density on the developable portion of the site. These variances were included in the Development Agreement pursuant to Section 15-21 of the City Code, which requires variances and waivers from applicable land development regulations via a development agreement to be accompanied by significant enhancements to the subject property that bring the overall quality of the proposed development above and beyond the minimum requirements of the land development regulations and that serve the public health, safety, and welfare of the citizens and visitors of the city.

The significant enhancements proposed in the Development Agreement were, primarily,
to convey approximately 137 acres of wetland to the City of Cocoa and construct a trailhead parking area accessible to the public and a trailhead stub out.

Evergreen Integra Cocoa, LLC (successor in interest to Integra Land Company), the Developer for Integra Preserves Apartments, requests a modification to the Development Agreement to amend the proposed significant enhancements. Specifically, the developer wishes to modify the agreement as follows:

- Removal of the obligation to construct the trailhead parking area and trailhead stub out, as depicted in Exhibit B - Amended Concept Plan, as the proposed location for these improvements became necessary to accommodate flood storage required by the City's Comprehensive Plan.

The Developer shall still be required to convey the 137 acres of wetland to the City. However, in lieu of the obligation to construct the trailhead parking area and trailhead stub out, the Developer shall reimburse the City for actual costs associated with environmental consulting, planning, design, and permitting of a nature trail system on the Conveyance Property up to a cost not to exceed $24,000.00. Upon execution of this Addendum, Developer shall pay City $12,000 for initial costs. Upon completion of this work, the City shall submit to the Developer an invoice with supporting justification of additional expenses associated with the work exceeding the initial costs up to a total cost of $24,000.00. The Developer shall reimburse the City for additional expenses within 30 days of receipt of the invoice.

Other modifications include:

- Incorporation of the survey and legal description of the 137-acre property to be conveyed to the City. The conveyance property is identified in Exhibit C - the portion of Tax Parcel Number 24-35-13-00-750 that consists of wetland, excluding the upland buffer and mitigated wetland as determined by the developable limit line and wetland impact line as approved by St. John's River Water Management District and an additional 10 foot buffer to allow for the Developer's maintenance of a retaining wall.

- The Developer shall have sixty (60) days from the Effective Date of this Addendum to either (1) negotiate a satisfactory conservation easement, permitting the above bulleted activities ("Minimum Activities"); or (2) seek a modification of its St. John's River Water Management District permit to remove the conservation easement as a required form of wetland mitigation. The City Manager is given authority to permit up to a sixty (60) day extension.

Next Steps

The Addendum to the Development Agreement will be signed and sent to the Official Records of Brevard County for recording upon approval by the City Council.

STRATEGIC PLAN CONNECTION:

The proposed Binding Development Agreement, which allows for the construction of 249 apartment units, is consistent with the Strategic Plan issues, goals, and objectives related to Physical Image.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council approved the initial Binding Development Agreement at its regular meeting on August 14, 2019.

City Council approved the previously unexecuted Binding Development Agreement, with modifications on November 13, 2019.

RECOMMENDED MOTION:

Approve the First Modification to the Binding Development Agreement between the City of Cocoa, Florida and Evergreen Integra, LLC and authorize the City Manager to execute the same.

powered by Legistar™

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

CITY OF COCOA

ADDENDUM TO INTEGRA COCOA APARTMENTS DEVELOPMENT AGREEMENT

Integra Luxury Apartments

THIS ADDENDUM TO THE INTEGRA COCOA APARTMENTS DEVELOPMENT AGREEMENT ("Addendum") is made and executed this _____ day of _____, 2020, by and between the **CITY OF COCOA**, a Florida Municipal Corporation ("City"), whose address is 65 Stone Street, Cocoa, Florida 32922 and **EVERGREEN INTEGRA COCOA, LLC,** a foreign limited liability company authorized to conduct business in the State of Florida ("Developer"), whose address is 25 Dorchester Avenue, #51943, Boston, MA 02205.

WITNESSETH:

WHEREAS, Developer owns 150.35 acres, more or less, of real property located on the southeast side of State Road 524, approximately 3,300 feet northeast of the Cox Road/State Road 524 intersection, Cocoa, Brevard County, Florida, with Tax Parcel IDs 24-35-13-00-750 and 24-35-24-00-1, more particularly described herein in **Exhibit A** ("Property"); and

WHEREAS, Developer's predecessor in title and the City entered into a binding Development Agreement on December 30, 2019, which was recorded in the Public Records of Brevard County, Book 8669, Page 340, on February 19, 2020 (the "Agreement"), governing the future development of the Property; and

WHEREAS, the Developer continues to desire that the Property be developed into a luxury apartment complex consisting of five (5) apartment buildings and five (5) parking garages; and

WHEREAS, a height variance was previously granted by the City's Board of Adjustment on November 9, 2014, to allow for an increase in height from 35 feet to 45 feet and a site plan was also previously conditionally approved by the City's Planning and Zoning Board on April 8, 2015, to allow for the development of The Preserve at Cocoa (formerly the Tree Tops development), which would have consisted of eight (8) apartment buildings with a total of 248 market-rate apartment units; and

WHEREAS, due to temporal limitations and conditions imposed by both the Board of Adjustment and Planning and Zoning Board in granting the variance and site plan, both approvals have long expired; and

WHEREAS, the previously granted height variance was premised upon the fact that the Property consists almost entirely of wetlands, with only approximately 8.7 percent of the Property being developable upland, and the height variance allowed the applicant to achieve use of its Property while largely conserving the wetlands; and

WHEREAS, the Developer continues to propose a similar luxury apartment complex with additional variances requested, including an increase in maximum building width and a decrease in the minimum living area for one-bedroom apartments; and

WHEREAS, the Developer desires to amend the Agreement to alter the project enhancements previously contained in the Agreement; and

WHEREAS, the City believes that the amended project enhancements will continue to provide an important public benefit by improving pedestrian access opportunities to trails in the Cocoa Conservation Area; and

WHEREAS, the Developer's obligation to convey approximately 137 acres of wetland to the City of Cocoa remains unchanged; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1.0 **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2.0 **Amended Project Description and Requirements.** Section 4.0 of the Agreement regarding Project Description and Requirements is modified as follows:

Developer shall, at its expense, design, permit and construct a luxury, multi-family residential apartment community in the City of Cocoa with market-rate apartment units. The apartment buildings, all amenity buildings, and parking garages shall be constructed in a single phase and consist of approximately 249 apartment units. Developer agrees that the apartment community shall include no more than five (5) apartment buildings, five (5) parking garages, a

community clubhouse, and other buildings necessary to serve the project ("the Project"). The Developer shall be specifically required to develop the Project to include certain amenities, which shall be maintained in good and working condition throughout the life of the Project, shall be of adequate size to service the intended number of residential units, and shall be incorporated into the final site plan. These amenities include the community clubhouse with an exercise/workout room; business center; "party room" that may be reserved by residents for events; swimming pool; and two (2) Level 2+ electric car charging stations. The Project is generally depicted on the Amended Concept Plan, which consists of a proposed concept site plan that is attached hereto and fully incorporated by reference herein as **Exhibit B** ("Amended Concept Plan"). The Concept Plan attached to the Agreement is hereby superseded and replaced by the attached Amended Concept Plan in **Exhibit B.** The Project shall be constructed in accordance with the requirements set forth in this Agreement.

(Hereinafter the project description and requirements are referred to as the **"Project"**).

3.0 **Amended Concept Plan.** The Project shall be substantially developed in accordance with the Amended Concept Plan which is attached hereto in **Exhibit B**, and superseding the Concept Plan attached to the Agreement. All references to the Concept Plan herein and in the Agreement shall be deemed to refer to the Amended Concept Plan attached to this Addendum as **Exhibit B**. The Amended Concept Plan is intended to be the general blueprint which details key aspects of the future physical development of the Property. The Amended Concept Plan shall also serve as a necessary guide for future permit applications and permitting necessary to complete the construction of the Project. Developer shall have the obligation to further obtain the City's approval of a floodplain development permit, final site plan, and final engineering plans (**"Final Engineering Plans"**) consistent with the Amended Concept Plan in all material respects and in compliance with the City Code. The City and Developer expressly acknowledge and agree that the Amended Concept Plan attached as **Exhibit B** was prepared during the application process for a floodplain development permit and final engineering plans. The Amended Concept Plan, and particularly the removal of the trailhead parking area and trailhead stub out, became necessary to accommodate flood storage required by the City's Comprehensive Plan. Accordingly, the City herein expressly agrees to the modifications contained in the Amended Concept Plan, in consideration of the project enhancement described herein in Section 5.0. While the City recognizes this Amended Concept Plan may be reasonably modified to accommodate necessary changes related to bringing the Project into full compliance with the City Code, any such modification may not include (a) a different use of the Property; (b) an increase in the proposed number of units; or (c) a reduction in the required amenities as provided in this Addendum. The Amended Concept Plan shall be subject to reasonable adjustments at the Final Engineering Plan phase in order to bring the Project into full compliance with the City Code, and as a result, the exact location, layout and dimensions of the building, landscaping, entrances, utilities, parking and other site improvements may vary slightly between Concept Plan approval and approval of the Final Engineering Plans. These changes shall be allowed as long as the changes are consistent with the development standards noted in this

Agreement and preserve the general character of the development shown on the Amended Concept Plan.

4.0 Future Permitting. All timelines and requirements for future permitting as contained in Section 7.0 of the Agreement shall remain binding, except as expressly agreed to in this Addendum.

5.0 Amended Project Enhancements; Conveyance of Property. Section 8.0 of the Agreement regarding Project Enhancements; Conveyance of Property is modified as follows:

In accordance with Section 15-21 of the City Code and in consideration of the variances and waivers granted in Section 9.0 of the Agreement, the Developer agrees to affect conveyance of a portion of the Property as follows and to reimburse the City for certain costs associated with designing and permitting certain improvements on such portion of the Property to be conveyed to the City:

(a) Prior to receiving any certificate of occupancy, the Developer shall convey to the City, free of charge and free and clear of all liens and mortgages, and other encumbrances that are not deemed by the City to be permitted exceptions that will interfere with the City's intended purpose and use for the land, a portion of its Property as legally described and depicted in the survey attached to this Addendum as **Exhibit C** (the "Conveyance Property"). The Conveyance Property consists of:

i. The entirety of Tax Parcel Number 24-35-24-00-1; and

ii. The portion of Tax Parcel Number 24-35-13-00-750 that consists of wetland, excluding the upland buffer and mitigated wetland as determined by the developable limit line and wetland impact line as approved by St. John's River Water Management District and an additional 10 foot buffer to allow for the Developer's maintenance of a retaining wall.

The total Conveyance Property shall consist of 136.637 acres, more or less, as described in **Exhibit C**.

In order to initiate the conveyance, the Developer shall provide the City with a written notice requesting the City to accept conveyance of the Conveyance Property ("Written Notice"), which shall be accompanied by a commitment for an Owner's Title Insurance Policy (ALTA FORM B-1970) from a title insurance company ("Title Company") acceptable to the City, agreeing to insure title to the Property in an amount equal to the estimated assessed value of the property to be conveyed, and subject to: no exceptions other than those matters herein permitted; those which will be discharged prior to or at Closing; and the standard printed exceptions and exclusions from coverage customarily contained in an Owner's Policy from the Title Company. The Developer shall provide the City a copy of the title commitment upon receipt of same. The City shall have twenty (20) days to examine the commitment and tender any objections thereto.

At closing, Title Company shall provide the City standard "gap" coverage in the custom as established by title insurance practices in Florida. Subsequent to closing, Title Company, at the Developer's expense, shall provide an owner's title policy showing title up to and including the recording of the deed delivered at closing, said policy showing the continuation of good and marketable title in the Developer to the moment of recording the a warranty deed and subject only to the Permitted Exceptions and any matters created at closing. If the title commitment discloses unpermitted exceptions or matters that render the title non-marketable or unacceptable to the City for its intended purposes and proposed land uses, the Developer, at its option, shall have forty-five (45) days from the date of receiving written notice of defects from the City within which to have the exceptions removed from the commitment or the defects cured to the reasonable satisfaction of the City. In such event, the time of closing shall be thirty (30) days after delivery of the commitment or the time expressly specified in this Agreement, whichever is later. If the Developer fails to have the commitment exceptions removed or the defects cured within the specified time, the City may terminate this Agreement or the City may elect, upon notice to the Developer within ten (10) days after the expiration of the forty-five (45) day curative period, to take title as it then is notwithstanding such exceptions or title defects. Notwithstanding anything herein contained to the contrary, the Developer shall exercise reasonable diligence in the curing of any defects in title, including the payment and discharge of any liens or encumbrances affecting the title status of the property. The Developer shall pay for the cost of recording any necessary curative instruments, the title insurance commitment, and the Owner's policy if issued, and recording of the deed. Each party shall pay their respective attorney's fees.

The Developer has indicated to the City its intent to grant a conservation easement over the entirety of Tax Parcel Number 24-35-24-00-1 and the portion of Tax Parcel Number 24-35-13-00-750 that consists of wetland, less the existing 55-foot drainage easement and 50-foot access easement, in favor of St. John's River Water Management District, prior to the conveyance of this property to the City. The Developer acknowledges and agrees that the City intends to use this property for purposes of installing hiking trails and other recreational amenities, as well as conducting activities outlined in the Cocoa Conservation Area Management Plan. Accordingly, the City will find any conservation easement granted over Tax Parcel Numbers 24-35-24-00-1 and 24-35-13-00-750 to be unacceptable for the City's intended purposes unless the conservation easement expressly permits the following minimum activities:

- Right to construct up to 12,000 linear feet of 10' trails and boardwalks;
- Right to mechanically maintain vegetation within the limits of the trails/boardwalks;
- Right to construct wayfinding and educational signage;
- Right to place benches;

- Right to use equipment to occasionally grade and compact the trail surface to maintain stabilized dirt suitable for bicycle and pedestrian activity;

- Right to remove exotic invasive species; and

- Right to rebuild damaged stormwater infrastructure and retain flood waters.

The Developer shall have sixty (60) days from the Effective Date of this Addendum to either (1) negotiate a satisfactory conservation easement, permitting the above bulleted activities ("Minimum Activities"); or (2) seek a modification of its St. John's River Water Management District permit to remove the conservation easement as a required form of wetland mitigation. Should the Developer fail to achieve either of these requirements within sixty (60) days of the Effective Date of this Addendum, the City shall be entitled to refuse to issue or suspend any active building permits for the Project. The City Manager may grant, in his sole discretion, up to a sixty (60) day extension to negotiate the conservation easement or seek a modification the St. John's River Water Management District permit if Developer continues to negotiate with St. John's River Water Management District in good faith. Under no circumstances shall the City issue certificates of occupancy until the property conveyances required by this Section have been completed.

Notwithstanding anything to the contrary in this Section, the Developer agrees that Developer shall be solely responsible for satisfying all wetland mitigation requirements imposed by St. John's River Water Management District as a result of Developer's proposed impacts to wetlands for its own Project, specifically including any additional wetland mitigation requirements related to the Developer's Project that St. John's River Water Management District deems necessary in the future as a result of the City's performance of the Minimum Activities listed above. For example, if as a result of the City's future installation of a boardwalk in the conservation area, St. John's River Water Management District determines that the wetland mitigation value of the conservation easement for the Developer's Project is reduced, requiring payment for additional wetland mitigation credits or compliance with other wetland mitigation requirements for the Developer's Project, the Developer shall be solely responsible for such costs and completion of such requirements. The City agrees that it shall be responsible for any wetland mitigation costs required for the City's performance of the Minimum Activities listed above, less the additional costs associated with wetland mitigation required for the Developer's St. John's River Water Management District permit.

The City agrees that should the Developer abandon the Project after final site plan approval and conveyance of the above-described property, but prior to completion of construction and issuance of certificates of occupancy, the Developer's successors or assigns shall be permitted to apply the acreage of the above-described property if already conveyed to the City for purposes of calculating density, floor area ratio, and maximum impervious surface or lot coverage, provided that, absent a written modification to this Agreement approved by the City Council, such calculations shall not be increased beyond that proposed in the final site plan and as provided in this Agreement for purposes of future development.

(b) The Developer shall reimburse the City for actual costs associated with environmental consulting, planning, design, and permitting of a nature trail system on the Conveyance Property up to a cost not to exceed $24,000.00. Upon execution of this Addendum, Developer shall pay City $12,000 for initial costs. Upon completion of this work, the City shall submit to the Developer an invoice with supporting justification of additional expenses associated with the work exceeding the initial costs up to a total cost of $24,000.00. The Developer shall reimburse the City for additional expenses within 30 days of receipt of the invoice.

(c) All utilities constructed on the Property including, but not limited to, electric, water, sewer, cable, phone, fiber optics, natural gas and other similar kinds of utilities to service the Property shall be constructed underground unless otherwise necessary to be above ground and approved by the City.

(d) The Project shall incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, energy efficient HVAC systems, optional roof top solar panels, and at least two (2) electric car charging stations as provided above.

(e) The Project shall incorporate enhanced landscaping along the SR 524 frontage, to include planting of trees at 40-foot intervals and mixed-species hedges.

6.0 Performance Bond; Construction of Public Parking Area and Trailhead. Section 10.0 of the Agreement is hereby deleted in its entirety.

7.0 Recordation. Upon full execution by the Parties, this Addendum shall be recorded in the Public Records of Brevard County, Florida by the City.

8.0 Notice. The contact information for delivering notices to the parties as provided in Section 31.0 of the Agreement is hereby modified as follows:

For the City:

City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

For Developer:
Evergreen Integra Cocoa, LLC
25 Dorchester Avenue
#51943
Boston, MA 02205

9.0 Miscellaneous. All terms and conditions of the Agreement, which are not expressly and specifically modified by this Addendum, shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Matthew Fuhrer, Interim City Manager

ATTEST:

Date: _____

By: _____
Carie Shealy, City Clerk, MMC

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Cocoa, Florida only.

CITY SEAL

Date: _____
By: _____
Anthony A. Garganese, City Attorney for the City of Cocoa, Florida

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2020, by Matthew Fuhrer, the Interim City Manager of the City of Cocoa**,** a Florida municipal corporation, on behalf of the City, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

DRAFT

Signed, sealed and delivered in the presence of the following witnesses:

EVERGREEN INTEGRA COCOA, LLC

_____

Printed Name:_____

Its:_____

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

_____
Signature of Witness

_____
Printed Name of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2020, by _____, the _____of Evergreen Integra Cocoa, LLC**,** a foreign limited liability company. He is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

DEVELOPER IS HEREBY ADVISED THAT SHOULD DEVELOPER FAIL TO FULLY EXECUTE, AND DELIVER TO THE CITY, THIS AGREEMENT WITHIN THIRTY (30) DAYS FROM THE DATE THAT THE CITY COUNCIL APPROVES THIS AGREEMENT, THIS AGREEMENT, AND THE DEVELOPMENT PERMIT APPROVALS REFERENCED HEREUNDER, SHALL AUTOMATICALLY BE DEEMED NULL AND VOID.

DRAFT

EXHIBIT A
LEGAL DESCRIPTION

PARCEL #1:
ALL OF THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 35 EAST, WHICH LIES SOUTHERLY OF STATE ROAD NO 524 (A 200.00 FOOT WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD RIGHT OF WAY MAP SECTION 70070-2501) AND LESS AND EXCEPT THEREFROM THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3338, PAGE 2213, OF THE BREVARD COUNTY PUBLIC RECORDS, SAID SUBJECT PARCEL BEING FULLY DESCRIBED AS FOLLOWS:
BEGIN AT A CONCRETE MONUMENT STAMPED "PRM#2412", WHICH MARKS THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 13, THENCE NORTH 00°08'35" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 413,73 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 524, THENCE DEPARTING SAID WEST LINE, NORTH 53°28'30" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 2,805.42 FEET TO A POINT ON THE WESTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3338, PAGE 2213: THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG SAID WESTERLY LINE OF OFFICIAL RECORDS BOOK 3338, PAGE 2213, THE FOLLOWING 2 COURSES TO WIT: SOUTH 10°03'38" EAST, A DISTANCE OF 1,390.07; SOUTH 09°45'48" EAST, A DISTANC E OF 680.18 FEET TO A POIN T ON THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SAID SECTION 13, SAID POINT LYING 2.72 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID SOUTHEAST 114 AS MEASURED ALONG SAID SOUTH LINE OF SAID SOUTHEAST 1/4: THENCE DEPARTING SAID WESTERLY LINE SOUTH 89°01'35" WEST, ALONG SAID SOUTH LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 2,614.01 FEET TO THE POINT OF BEGINNING.

PARCEL #2:
THAT PORTION OF THE EAST 1/2 OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 35 EAST, AND THAT PORTION OF THE SOUTHEAST QUARTER OF SAID SECTION 13, LYING SOUTHEASTERLY OF STATE ROAD 528, AND ALSO ALL OF THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
LESS AND EXCEPT PARCELS 'A' & 'B' DESCRIBED BELOW:
LESS PARCEL 'A':
THAT PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 35 EAST, LYING SOUTHEASTERLY OF STATE ROAD 528, BREVARD COUNTY, FLORIDA.
LESS PARCEL 'B':

A PARCEL OF LAND LYING IN SECTIONS 13 AND 24, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIB ED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 524 (A 200 FOOT RIGHT-OF WAY PER S.R.D RIGHT-OF-WAY MAP SECTION 70070-2501, SHEET 5 OF 8, DATED 12/09/70) WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 13, THENCE SOUTH 00°00'21' WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 13, A DISTANCE OF 2333,77 FEET; THENCE NORTH 10°09'57' WEST, A DISTANCE OF 695,56 FEET; THENCE NORTH 10°27'47' WEST, A DISTANCE OF 1390.30 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 524: THENCE NORTH 53°05'55" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 469 54 FEET TO THE POINT OF BEGINNING.

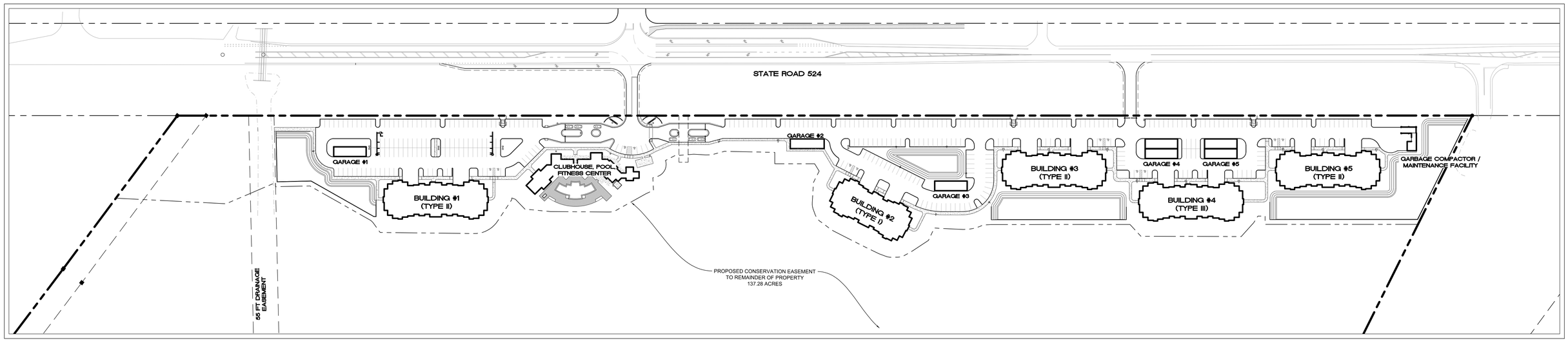
DRAFT

EXHIBIT B
AMENDED CONCEPT PLAN

DRAFT

EXHIBIT C
CONVEYANCE PROPERTY SURVEY AND LEGAL DESCRIPTION

DRAFT



GRAPHIC SCALE
100 0 50 100
(IN FEET)
1 inch = 100 ft.

INTEGRA PRESERVE TRAILS

SITE LAYOUT

CITY OF COCOA, FLORIDA

MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CIVIL ▪ STRUCTURAL ▪ SURVEYING ▪ ENVIRONMENTAL

SKETCH OF LEGAL DESCRIPTION EXHIBIT "A"

SECTION 13 & 24 - TOWNSHIP 24 SOUTH - RANGE 35 EAST
BREVARD COUNTY, FLORIDA

SHEET 1 OF 6
SKETCH NOT VALID WITHOUT SHEETS: 2, 3, 4, 5 & 6

PUBLIC RECORDS NOTE:
ALL OF THE RECORDING INFORMATION CONTAINED HEREIN REFERS TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, UNLESS OTHERWISE INDICATED. ANY REFERENCE HEREIN TO A BOOK AND PAGE OR INSTRUMENT NUMBER IS A REFERENCE TO THE OFFICIAL RECORD BOOKS OF SAID COUNTY, UNLESS INDICATED TO THE CONTRARY.

GRAPHIC SCALE
0 200 400
(IN FEET)
1 INCH = 400 FEET

N. R/W & S. R/W OF SR 524
STATE ROAD 524
AKA STATE ROAD 528 – 200' PUBLIC R/W
FDOT R/W MAP SECTION NO. 70070-2501
S53°23'16"W 2805.20'

263.53'
S10°08'54"E 1126.77'
PARCEL ID: 24-35-13-00-756
EASTERLY LINE OF O.R.B. 7085, PG. 2835
S09°51'03"E 695.40'
E. LINE OF S.E. 1/4 OF SECTION 13

W. LINE OF S.E. 1/4 OF SECTION 13
PARCEL ID: 24-35-13-00-505.1
223.15'
132.0'
200.0'

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16 L17 L18 L19 L20 L21 L22 L23 L24 L25 L26 L27 L28 L29 L30 L31 L32 L33 L34 L35 L36 L37 L38 L39 L40 L41 L42 L43 L44 L45 L46 L47 L48 L49 L50 L51 L52 L53
C1 C2 C3 C4 C5 C6 C7 C8

REFERENCE BEARING NOTE:
BEARINGS SHOWN HEREON ARE BASED ON FLORIDA'S STATE PLANE COORDINATE SYSTEM, EAST ZONE 901

5,951,902.86 S.F.
OR 136.637 ACRES,
MORE OR LESS.

S.E. 1/4 OF SECTION 13
PARCEL ID: 24-35-13-00-750
ORB 8634, PG. 2927

N00°02'58"E 190.96'
1308.27'
S88°56'19"W
1305.58'
S88°56'19"W

POINT OF BEGINNING

THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.
EVERGREEN INTEGRA COCOA LLC
CITY OF COCOA, FLORIDA

55' DRAINAGE ESMT. O.R.B. 1037, PG. 466
55.0'
EASTERLY LINE OF 55' DRAINAGE ESMT.
1302.04'
S00°19'42"W

50' ACCESS ESMT. O.R.B. 4978, PG. 2861
N 1/4 COR. SECTION 24 / S 1/4 COR. SECTION 13
N00°20'16"E 1301.16'
W. LINE OF N.E. 1/4 OF SECTION 24
50.0'

NORTH 1/2 OF N.E. 1/4 OF SECTION 24
PARCEL ID: 24-35-24-00-1
ORB 8634, PG. 2927

LEGEND:
ESMT. = EASEMENT
O.R.B. = OFFICIAL RECORDS BOOK
S.R. = STATE ROAD
R/W = RIGHT-OF-WAY

E. LINE OF ORB 7085, PG. 2835
S00°19'08"W 1287.87'
E. LINE OF N.E. 1/4 OF SECTION 24
S00°19'08"W 15.05'
POINT OF COMMENCEMENT
NORTHEAST CORNER OF SECTION 24

S.W. CORNER OF N. 1/2 OF THE N.E. 1/4 OF SECTION 24
S.E. CORNER OF N. 1/2 OF THE N.E. 1/4 OF SECTION 24
S88°58'39"W 1308.46'
S88°58'39"W 2616.93'
S88°58'39"W 1308.46'
S. LINE OF N. 1/2 OF N.E. 1/4 OF SECTION 24

= SUBJECT PROPERTY

© 2020 Morgan & Associates Consulting Engineers, Inc.

DRAWN: J. HUSSEY | CHD.BY: CSB | PROJECT: 2020-020 | DWG.: 2020-020.DWG

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

CHRISTOPHER S. BOWERS P.S.M.
FLA. CERT. NO. 5990

SIGNING DATE: 5/13/2020

EXHIBIT "A". SKETCH OF LEGAL DESCRIPTION ONLY. NOT A BOUNDARY SURVEY.

MORGAN & Associates
Consulting Engineers, Inc.
504 N Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040

SKETCH OF LEGAL DESCRIPTION EXHIBIT "A"

SECTION 13 & 24 - TOWNSHIP 24 SOUTH - RANGE 35 EAST
BREVARD COUNTY, FLORIDA

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N56°17'18"E	239.04'
L2	N30°14'02"E	109.77'
L3	N21°40'54"E	7.17'
L4	S37°52'22"E	10.01'
L5	N52°07'38"E	74.24'
L6	N82°55'39"E	152.07'
L7	S82°24'54"E	5.76'
L8	S72°37'04"E	27.02'
L9	N54°03'36"E	203.56'
L10	N03°09'25"W	56.03'
L11	N38°27'46"W	3.54'
L12	N74°09'01"E	8.58'
L13	S80°44'55"E	29.55'
L14	N58°47'32"E	55.24'
L15	N53°51'03"E	127.62'
L16	N24°11'31"E	74.54'
L17	N29°08'37"E	17.59'
L18	N39°38'35"W	27.30'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L19	N38°19'42"E	8.98'
L20	N54°06'55"W	0.60'
L21	N26°17'13"E	22.57'
L22	N48°56'14"E	41.19'
L23	N56°47'48"E	26.22'
L24	N52°07'36"E	12.27'
L25	N38°19'14"E	29.18'
L26	N54°38'11"E	108.95'
L27	S36°36'44"E	24.60'
L28	N53°23'16"E	86.47'
L29	S67°51'04"E	18.73'
L30	S09°55'31"E	27.16'
L31	S33°05'09"E	44.75'
L32	S56°30'52"E	13.26'
L33	S89°20'09"E	22.34'
L34	N85°32'31"E	7.07'
L35	N80°29'57"E	68.41'
L36	N79°17'09"E	42.93'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L37	N74°00'18"E	16.14'
L38	N52°41'07"E	13.69'
L39	N24°00'57"E	18.92'
L40	N19°53'30"E	41.16'
L41	N11°26'55"W	29.69'
L42	N56°41'41"E	16.95'
L43	N56°09'40"E	45.73'
L44	N49°34'52"E	18.28'
L45	N53°22'06"E	292.75'
L46	N53°22'06"E	7.75'
L47	S79°10'18"E	34.72'
L48	N53°32'43"E	217.52'
L49	N05°19'59"E	40.59'
L50	N04°10'07"W	16.81'
L51	N53°23'16"E	15.45'
L52	S36°37'54"E	18.11'
L53	N53°22'05"E	331.30'

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SHEET 2 OF 6

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DRAWN: J. HUSSEY	CHD. BY: CSB	PROJECT: 2020-020	DWG.: 2020-020.DWG

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SKETCH OF LEGAL DESCRIPTION EXHIBIT "A"

SECTION 13 & 24 - TOWNSHIP 24 SOUTH - RANGE 35 EAST
BREVARD COUNTY, FLORIDA

CURVE TABLE							
CURVE NO.	RADIUS	DELTA OR CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	RADIAL BEARING	TANGENT BEARING
C1	60.00'	57°13'01"	59.92'	N25°27'06"E	57.46'	N35°56'24"W	N54°03'36"E
C2	31.63'	27°51'14"	15.38'	N39°55'26"E	15.23'	N36°08'57"W	N53°51'03"E
C3	27.44'	91°46'40"	43.95'	N07°53'18"W	39.40'	N51°59'58"W	N38°00'02"E
C4	32.50'	23°25'43"	13.29'	S44°48'00"E	13.20'	N56°54'52"E	S33°05'08"E
C5	32.50'	41°36'07"	23.60'	S77°18'55"E	23.08'	N33°29'08"E	S56°30'52"E
C6	32.53'	20°46'58"	11.80'	N63°04'36"E	11.73'	N16°31'54"W	N73°28'06"E
C7	35.02'	27°23'59"	16.74'	N37°42'56"E	16.59'	N38°35'04"W	N51°24'56"E
C8	94.46'	26°44'57"	44.10'	N40°49'44"E	43.70'	N35°47'47"W	N54°12'13"E

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SHEET 3 OF 6

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SKETCH OF LEGAL DESCRIPTION EXHIBIT "A"

SECTION 13 & 24 - TOWNSHIP 24 SOUTH - RANGE 35 EAST
BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 13 AND 24, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 24 SOUTH, RANGE 35 EAST, AND RUN S00°19'08"W, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 15.05 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7085, PAGE 2835, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUE S00°19'08"W, ALONG SAID EAST LINE, A DISTANCE OF 1287.87 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID NORTHEAST QUARTER OF SECTION 24;
THENCE S88°58'39"W, ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24, A DISTANCE OF 2616.93 FEET TO THE SOUTHWEST CORNER OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 24;
THENCE N00°20'16"E, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 24 A DISTANCE OF 1301.16 FEET TO THE NORTH QUARTER CORNER OF SECTION 24, SAID POINT ALSO BEING THE SOUTH QUARTER CORNER OF SAID SECTION 13;
THENCE N00°02'58"E, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 190.96 FEET;
THENCE DEPARTING SAID WEST LINE, RUN N56°17'18"E A DISTANCE OF 239.04 FEET;
THENCE N30°14'02"E A DISTANCE OF 109.77 FEET;
THENCE N21°40'54"E A DISTANCE OF 7.17 FEET TO THE EASTERLY LINE OF A DRAINAGE EASEMENT 55 FEET IN WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1037, PAGE 466, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;
THENCE S37°52'22"E ALONG SAID EASTERLY LINE OF SAID DRAINAGE EASEMENT A DISTANCE OF 10.01 FEET;
THENCE N52°07'38"E A DISTANCE OF 74.24 FEET;
THENCE N82°55'39"E A DISTANCE OF 152.07 FEET;
THENCE S82°24'54"E A DISTANCE OF 5.76 FEET;
THENCE S72°37'04"E A DISTANCE OF 27.02 FEET;
THENCE N54°03'36"E A DISTANCE OF 203.56 FEET TO THE POINT OF CURVATURE OF A 60.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 57°13'01", AN ARC LENGTH OF 59.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE;
THENCE N03°09'25"W A DISTANCE OF 56.03 FEET;
THENCE N38°27'46"W A DISTANCE OF 3.54 FEET;
THENCE N74°09'01"E A DISTANCE OF 8.58 FEET;
THENCE S80°44'55"E A DISTANCE OF 29.55 FEET;
THENCE N58°47'32"E A DISTANCE OF 55.24 FEET;
THENCE N53°51'03"E A DISTANCE OF 127.62 FEET TO THE POINT OF CURVATURE OF A 31.63 FOOT RADIUS CURVE TO THE LEFT;
THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°51'14", AN ARC LENGTH OF 15.38 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
THENCE N24°11'31"E ALONG SAID LINE NON-TANGENT TO THE PREVIOUS CURVE, A DISTANCE OF 74.54 FEET;
THENCE N29°08'37"E A DISTANCE OF 17.59 FEET;
THENCE N39°38'35"W A DISTANCE OF 27.30 FEET;

LEGAL DESCRIPTION CONTINUED ON SHEET 5 OF 6 ⟶

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SHEET 4 OF 6

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SECTION 13 & 24 - TOWNSHIP 24 SOUTH - RANGE 35 EAST
BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION: *(CONTINUED FROM SHEET 4 OF 6)*

THENCE N38°19'42"E A DISTANCE OF 8.98 FEET TO A POINT LYING ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 27.44 FEET, SAID CURVE HAVING A RADIAL BEARING OF N51°59'58"W;
THENCE FROM A TANGENT BEARING OF N38°00'02"E, RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 91°46'40", AN ARC LENGTH OF 43.95 FEET (SAID CURVE SUBTENDED BY A CHORD BEARING OF N07°53'18"W AND A CHORD LENGTH OF 39.40 FEET) TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
THENCE N54°06'55"W ALONG SAID LINE NON-TANGENT TO THE PREVIOUS CURVE, A DISTANCE OF 0.60 FEET;
THENCE N26°17'13"E A DISTANCE OF 22.57 FEET;
THENCE N48°56'14"E A DISTANCE OF 41.19 FEET;
THENCE N56°47'48"E A DISTANCE OF 26.22 FEET;
THENCE N52°07'36"E A DISTANCE OF 12.27 FEET;
THENCE N38°19'14"E A DISTANCE OF 29.18 FEET;
THENCE N54°38'11"E A DISTANCE OF 108.95 FEET;
THENCE S36°36'44"E A DISTANCE OF 24.60 FEET;
THENCE N53°23'16"E A DISTANCE OF 86.47 FEET;
THENCE S67°51'04"E A DISTANCE OF 18.73 FEET;
THENCE S09°55'31"E A DISTANCE OF 27.16 FEET;
THENCE S33°05'09"E A DISTANCE OF 44.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 32.50 FEET;
THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°25'43" AN ARC LENGTH OF 13.29 FEET TO THE POINT OF TANGENCY;
THENCE S56°30'52"E A DISTANCE OF 13.26 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 32.50 FEET;
THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°36'07", AN ARC LENGTH OF 23.60 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
THENCE S89°20'09"E ALONG SAID LINE NON-TANGENT TO THE PREVIOUS CURVE A DISTANCE OF 22.34 FEET;
THENCE N85°32'31"E A DISTANCE OF 7.07 FEET;
THENCE N80°29'57"E A DISTANCE OF 68.41 FEET;
THENCE N79°17'09"E A DISTANCE OF 42.93 FEET;
THENCE N74°00'18"E A DISTANCE OF 16.14 FEET TO A POINT LYING ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 32.53 FEET, SAID CURVE HAVING A RADIAL BEARING OF N16°31'54"W;
THENCE FROM A TANGENT BEARING OF N73°28'06"E, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°46'58", AN ARC LENGTH OF 11.80 FEET (SAID CURVE SUBTENDED BY A CHORD BEARING OF N63°04'36"E AND A CHORD LENGTH OF 11.73 FEET) TO THE POINT OF TANGENCY;
THENCE N52°41'07"E A DISTANCE OF 13.69 FEET TO A POINT LYING ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 35.02 FEET, SAID CURVE HAVING A RADIAL BEARING OF N38°35'04"W;
THENCE FROM A TANGENT BEARING OF N51°24'56"E, RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°23'59", AN ARC LENGTH OF 16.74 FEET (SAID CURVE SUBTENDED BY A CHORD BEARING OF N37°42'56"E AND A CHORD LENGTH OF 16.59 FEET) TO THE POINT OF TANGENCY;
THENCE N24°00'57"E A DISTANCE OF 18.92 FEET;
THENCE N19°53'30"E A DISTANCE OF 41.16 FEET;
THENCE N11°26'55"W A DISTANCE OF 29.69 FEET;
THENCE N56°41'41"E A DISTANCE OF 16.95 FEET;

LEGAL DESCRIPTION CONTINUED ON SHEET 6 OF 6 ⟶

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SHEET 5 OF 6

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SECTION 13 & 24 - TOWNSHIP 24 SOUTH - RANGE 35 EAST
BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION: *(CONTINUED FROM SHEET 5 OF 6)*

THENCE N56°09'40"E A DISTANCE OF 45.73 FEET TO A POINT LYING ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 94.46 FEET, SAID CURVE HAVING A RADIAL BEARING OF N35°47'47"W;
THENCE FROM A TANGENT BEARING OF N54°12'13"E, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°44'57", AN ARC LENGTH OF 44.10 FEET (SAID CURVE SUBTENDED BY A CHORD BEARING OF N40°49'44"E AND A CHORD LENGTH OF 43.70 FEET) TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
THENCE N49°34'52"E ALONG SAID LINE NON-TANGENT TO THE PREVIOUS CURVE, A DISTANCE OF 18.28 FEET;
THENCE N53°22'06"E A DISTANCE OF 292.75 FEET;
THENCE CONTINUE N53°22'06"E A DISTANCE OF 7.75 FEET;
THENCE S79°10'18"E A DISTANCE OF 34.72 FEET;
THENCE N53°32'43"E A DISTANCE OF 217.52 FEET;
THENCE N05°19'59"E A DISTANCE OF 40.59 FEET;
THENCE N04°10'07"W A DISTANCE OF 16.81 FEET;
THENCE N53°23'16"E A DISTANCE OF 15.45 FEET;
THENCE S36°37'54"E A DISTANCE OF 18.11 FEET;
THENCE N53°22'05"E A DISTANCE OF 331.30 FEET TO A POINT LYING ON AN EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7085, PAGE 2835, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;
THENCE S10°08'54"E ALONG SAID EASTERLY LINE A DISTANCE OF 1126.77 FEET;
THENCE S09°51'03"E A DISTANCE OF 695.40 FEET TO THE POINT OF BEGINNING.

CONTAINING: 5,951,902.86 SQUARE FEET, OR 136.637 ACRES, MORE OR LESS.

SAID PARCEL BEING SUBJECT TO:

A) 55 FEET WIDE DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1037, PAGE 466, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

B) 50 FEET WIDE ACCESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4978, PAGE 2861, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

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Legislation Details (With Text)

File #:	20-367	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	6/23/2020			**In control:**	City Council
On agenda:	7/22/2020			**Final action:**	
Title:	Approve Change Order #1 to Purchase Order 75483 with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; To Approve a Resolution Amending the FY2020 Budget; BAF #20-080-T. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution - Ace Change Order.pdf BAF 20-080-T -UT-4025-REPAIRS & MAINTENANCE (7-22-20) Agenda 20-367.pdf Ace PO 75483.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 19, 2020
Agenda Date: July 22, 2020
Prepared By: Melinda M. Keesee, Field Operations Technician
Prepared By: Chris M. Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Change Order #1 to Purchase Order 75483 with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; To Approve a Resolution Amending the FY2020 Budget; BAF #20-080-T

BACKGROUND:

The City of Cocoa Utilities Department maintains a Cross Connection Control (CCC) Program as regulated by the Florida Department of Environmental Protection (FDEP) and as described in the City of Cocoa's Cross Connection Control Manual. This program and FDEP regulation require periodic surveys, testing, and documentation of backflow prevention assemblies and devices at residential and commercial customer sites to help eliminate and control actual or potential cross connections with the City's potable water distribution system.

In May 2014, City Council awarded Bid B-14-07-COC, "CCC Program Services" to Ace Flow Control of Longwood, Florida, to supplement staff and provide services associated with the required surveys, testing, maintenance, replacement, and installation of commercial and residential cross connection control devices. In July 2014, Ace Flow Control was issued a Purchase Order and commenced work on commercial backflow devices. Subsequently, City Council approved the continuation of work with

Ace Flow Control annually since FY2015.

Annual budgets for CCC expenditures are established based on regulatory requirements, anticipated need, and staff assignments. For FY20, the anticipated budget for contracted work associated with the CCC program was established at $680,000. In order to complete the required work for the remainder of FY20, a transfer of $90,000 to P.O. 75483 is necessary. This was determined after a thorough analysis was completed of internal and external work load.

In order to process the Change Order, staff is requesting that the unencumbered and available funds in the amount of $118,580 currently in Account No. 421-4025-536.31-03, Engineering Services, be transferred to Account No. 421-4025-536.46-00, Repairs and Maintenance. The remainder $28,580 of the requested transfer will be utilized to supplement the radio read meter installation program.

Staff recommends approval of the Change Order and budget transfer.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes, BAF #20-080-T
Amount Requested:	$118,580
Account Number:	421-4025-536.46-00, WS13BC
Account Name:	Repairs & Maintenance
Source of Funds:	421-4025-536.31-03
Change Order Amount:	$90,000
Original Purchase Order:	75483
Original Purchase Order Amount:	$680,000
Total Number of Change Orders:	1
Total Amount in Change Orders To Date:	$90,000

PREVIOUS ACTION:

In May 2014 City Council awarded Bid B-14-07-COC CCC, Program Services, to Ace Flow Control, Longwood, Florida, to Provide the Services Associated with the Installation, Testing, Maintenance, and Replacement of Cross Connection Control Devices.

In September 2014 City Council approved the Continuation of Work for FY2015 with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services.

In September 2015 City Council approved the Continuation of Work for FY2016 with Ace Flow

Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services.

In September 2016 City Council approved the Continuation of Work for FY2017 with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services.

In October 2017 City Council approved the Continuation of Work for FY2018 with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services.

In September 2018 City Council approved the Continuation of Work for FY 2019 with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services.

In October 2019 City Council approved the Continuation of Work for FY2020 with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services.

RECOMMENDED MOTION:

To Approve Change Order #1 to Purchase Order 75483 with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; To Approve a Resolution Amending the FY2020 Budget; BAF #20-080-T.

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RESOLUTION NO. 2020-177

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; 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, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; 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 2019-2020 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 22nd day of July, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2020 - 20-080-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4025 | DATE PREPARED: 05/11/20

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 118,580)	421-4025-536.31-03		Engineering Services	$ 182,000	$ 391,699	$ 273,119	$ 1
$ 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
($ 118,580)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 118,580	421-4025-536.46-00		Repairs and Maintenance	$ 3,157,000	$ 3,072,376	$ 3,190,956	$ 411,193
$ 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
$ 118,580	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Due to higher than expected expenditures in the Water Field Operations Repair and Maintenance account (46-00) associated with the re-implementation of the the radio read meter installation program, there are insufficient funds in this account to provide the change order for Ace Flow Control and still have repair and maintenance operating funds available for the remainder of FY20. In order to fund the necessary change order, a transfer of funds from the Engineering Services account is required. This item will go for Council approval at the July 22, 2020 meeting; File 20-367.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 07/22/20 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

6/23/20	Melinda Keesee Digitally signed by Melinda Keesee Date: 2020.06.23 08:41:17 -04'00'	6/24/20	Lea Malarae Digitally signed by Lea Malarae Date: 2020.06.24 08:04:59 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
6/23/20	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2020.06.23 11:14:47 -04'00'	7/9/20	Lora Howell Digitally signed by Lora Howell Date: 2020.07.09 08:02:26 -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 10/2/19 - IT

SERVICE

PURCHASE ORDER

CITY OF COCOA

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 75483

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 9708
VENDOR FAX NO.: 775-878-0509
VENDOR PH NO.: 407-399-9010

DATE 10/23/2019
DATE REQUIRED 9/30/2020

ACE FLOW CONTROL
845 WATERWAY PLACE
SUITE 101
LONGWOOD FL 32750

DELIVER TO:

City of Cocoa
WATER FIELD OPERATIONS
CENTRAL WAREHOUSE
351 SHEARER BLVD
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. # DK 0000039581 MKEESEE / RH / 4025

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	680000.00	SUM	CROSS CONNECTION CONTROL PROGRAM SERVICES PER BID NO. B-14-07-COC EFFECTIVE 5/15/2014 FOR THREE YEARS WITH TWO, TWO-YEAR RENEWALS; APPROVED BY CITY COUNCIL 10/9/2019 ITEM IX.3 FILE #14-439; EFFECTIVE 10/1/2019 THROUGH 9/30/2020; FY19 PO 73606 PROGRAM REQUIRES PERODIC INSPECTIONS, SURVEYS, TESTING, AND DOCUMENTATION OF BACKFLOW PREVENTION ASSEMBLIES AND DEVICES AT RESIDENTIAL AND COMMERCIAL CUSTOMER SITES TO HELP ELIMINATE AND CONTROL ACTUAL OR POTENTIAL CROSS CONNECTIONS WITH THE CITY'S POTABLE WATER DISTRIBUTION SYSTEM. THE CITY HAS APPROX. 7,000 COMMERCIAL CUSTOMERS & APPROX. 73,000 RESIDENTIAL CUSTOMERS. ALL CONTRACTOR UNIT COSTS AND LABOR HOURS AS LISTED BELOW SHALL INCLUDE ADMINISTRATIVE COSTS, INSURANCE AND BONDING, FLEET MANAGEMENT AND MAINTENANCE, PUBLIC RELATIONS ASSISTANCE, WEEKLY REPORTING, DATA MANAGEMENT, MONTHLY MEETINGS, START-UP COSTS, AND ANY OTHER COSTS ASSOCIATED WITH PERFORMING THE TECHNICIAL SERVICES DESCRIBED	1.0000	680000.00

*** CONTINUED ***

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42140255364600

CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

PURCHASE ORDER

CITY OF COCOA

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 75483

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VENDOR NO.: 9708
VENDOR FAX NO.: 775-878-0509
VENDOR PH NO.: 407-399-9010

DATE 10/23/2019
DATE REQUIRED 9/30/2020

ACE FLOW CONTROL

DELIVER TO:

City of Cocoa

Florida Sales Tax Exemption No. 85-8012621548C-8

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1			CROSS CONNECTION CONTROL PROGRAM SERVICES HERIN. ALL QUANTITIES ARE ESTIMATED AS SPECIFIED IN BID PACKAGE. LINE 1, # OF DEVICES: 7,000, UNIT COST $13.60 ..... $95,200.00 LINE 2, # OF DEVICES: 5,800, UNIT COST $37.25 ..... $216,050.00 LINE 3, # OF DEVICES: 200, UNIT COST $95.00 ..... $19,000.00 LINE 4, # OF DEVICES: 400, UNIT COST $45.00 ..... $18,000.00 LINE 5, # OF DEVICES: 25, UNIT COST $190.00 ..... $4,750.00 LINE 6, # OF DEVICES: 25, UNIT COST $356.25 ..... $8,906.25 LINE 7, # OF DEVICES: 25, UNIT COST $403.75 ..... $10,093.75 LINE 8, # OF DEVICES: 25, UNIT COST $570.00 ..... $14,250.00 LINE 9, # OF DEVICES: 3, UNIT COST $1,160.00		

*** CONTINUED ***

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
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SERVICE

CITY OF COCOA

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 75483

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DATE 10/23/2019
DATE REQUIRED 9/30/2020

ACE FLOW CONTROL

DELIVER TO:

City of Cocoa

Florida Sales Tax Exemption No. 85-8012621548C-8

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1			CROSS CONNECTION CONTROL PROGRAM SERVICES		
			LINE 10, # OF DEVICES: 3, UNIT COST $1,540.00	$3,480.00	
			LINE 11, # OF DEVICES: 3, UNIT COST $1,920.00	$4,620.00	
			LINE 12, # OF DEVICES: 3, UNIT COST $1,920.00	$5,760.00	
			LINE 13, # OF DEVICES: 400, UNIT COST $57.90	$5,760.00	
			LINE 14, # OF DEVICES: 10, UNIT COST $114.00	$23,160.00	
			LINE 15, # OF DEVICES: 400, UNIT COST $80.00	$1,140.00	
			LINE 16, # OF DEVICES: 25, UNIT COST $332.50	$32,000.00	
			LINE 17, # OF DEVICES: 25, UNIT COST $380.00	$8,312.50	
			LINE 18, # OF DEVICES: 25, UNIT COST $570.00	$9,500.00	
			LINE 19, # OF DEVICES: 25, UNIT COST $760.00	$14,250.00	
			LINE 20, # OF DEVICES: 3, UNIT COST $1,160.00	$19,000.00	

*** CONTINUED ***

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42140255364600

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65 Stone Street
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DATE 10/23/2019
DATE REQUIRED 9/30/2020

ACE FLOW CONTROL

DELIVER TO:

City of Cocoa

Florida Sales Tax Exemption No. 85-8012621548C-8

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1			CROSS CONNECTION CONTROL PROGRAM SERVICES ..... $3,480.00 LINE 21, # OF DEVICES: 3, UNIT COST $1,540.00 ..... $4,620.00 LINE 22, # OF DEVICES: 3, UNIT COST $1,920.00 ..... $5,760.00 LINE 23, # OF DEVICES: 3, UNIT COST $1,920.00 ..... $5,760.00 UNIT COST FOR WATER METER REPLACEMENT LINE 1, SIZE: 1/2"-2", LABOR COST PER METER ..... $100.00 LINE 2, SIZE: 2-1/2"-10", LABOR COST PER METER $400.00		
				TOTAL	680000.00

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
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Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

TERMS AND CONDITIONS

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. **TIME IS OF THE ESSENCE**: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. **WARRANTY**: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.

4. **MODIFICATIONS**: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. **WAIVER**: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. **CITY OPTIONS**: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. **INDEMNIFICATION**: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. **PATENT INDEMNIFICATION**: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. **INSPECTION**: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. **TAXES**: The City government is a non-profit operation and not subject to tax.

11. **CONTINGENCIES**: Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION**: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. **PACKAGING AND CARTAGE**: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. **HAZARD**: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. **QUANTITY**: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. **ASSIGNMENT**: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. **CHOICE OF LAW; VENUE**: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS**: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. **FISCAL YEAR FUNDING APPROPRIATION**: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. **FAILURE TO EXECUTE PURCHASE ORDER**: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, or all bids may be rejected and made void by the City.

21. **INDEPENDENT CONTRACTOR**. The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. **OTHER RELATED AGREEMENTS.** In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. **INSURANCE.** If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

Legislation Details (With Text)

File #:	20-388	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	6/29/2020			**In control:**	City Council
On agenda:	7/22/2020			**Final action:**	

Title: Approve a Resolution Amending the FY20 Budget (BAF#20-086-A), to Purchase a FARO 3D Scanner, a DART simulator Training System and Community Watch Signs using Police Forfeiture Funds. We are requesting that FARO and DART be considered Sole Sources by means of Resolutions. These expenditures are deemed consistent with the provisions under Florida State Statute 932.7055(5)(a). (Chief of Police)

Sponsors:

Indexes:

Code sections:

Attachments:
FARO Cocoa-20338593-6-22-20.pdf
03042020_Sole Source_Focus Scan Plan Scene Zone.pdf
DART 1022-554.pdf
DART-Info-Pack-2020.pdf
DART Firearms Simulator Cost Justification.pdf
Cocoa Community Watch Sign.pdf
PIP Printing Quote for Community Watch signs 23194.pdf
Southern Tape and Label Estimate_53382.pdf
The Proof is in the Printing Quote.pdf
BAF 20-086-A -PD-Forfeiture Funds (07-22-20) Agenda 20-388.pdf
Budget Resolution FY 2020.pdf
FARO and DART Resolutions.pdf
Exemption to Competitive Bid Purchase DART.pdf
Exemption to Competitive Bid Purchase FARO.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 29, 2020
Agenda Date: July 22, 2020
Prepared By: Susan L. Lambert, Administrative Assistant
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve a Resolution Amending the FY20 Budget (BAF#20-086-A), to Purchase a FARO 3D Scanner, a DART simulator Training System and Community Watch Signs using Police Forfeiture Funds. We are requesting that FARO and DART be considered Sole Sources by means of Resolutions. These expenditures are deemed consistent with the provisions under Florida State Statute 932.7055(5)(a).

BACKGROUND:

The Police Department is seeking Council approval to purchase a FARO 3D scanner, which will assist the Crime Scene technician and the Traffic Unit in recreating crime scenes/accident reconstruction scenes. The FARO 3D will scan the scene and put it in three dimensions graphically so that the Officer/Crime Scene technician has a platform to work with for reporting purposes. We are requesting that FARO be considered a Sole Source because they are the sole developer and manufacturer of FARO Focus Laser Scanners. The cost of the scanner is $63,689.72 (Project PD18CS) and includes a three-day, on-site training for six individuals. Further, the cost of the maintenance for a three-year extended period is also covered in the cost of the scanner. (See attached quote.) Currently the Brevard County Sheriff's Department uses this scanner for their Crime Scene Unit. They have five of these scanners implemented to document crime scenes and traffic homicides. They prefer this scanner due to the seamless application with law enforcement processes and it is a local company headquartered in Lake Mary. Additionally, they are training our Crime Scene person in the use and application of this scanner for the City of Cocoa's use.

The Dart Training System is a police firearms training simulator system used to teach officers to respond better to intense situations. The DART system would allow our officers to attend additional scenario training at the police department. We would also be able to use this system to introduce members of City Boards and the City's Citizen Academy to different scenario-based training. There are reduced equipment costs with this program because DART does not use live ammunition. Training can be increased at the Police Department reducing the overall overtime cost for range time. The total cost of the DART Training System is $9,550.00 (PD19TR).

For the purposes of creating a sole source justification for DART Range, the following details should be considered: While virtually all other simulation systems use prerecorded video clips as the key component in their training systems, DART training is built around interactive 3D graphics-like those used in most military simulation and training programs. 3D graphics offer several advantages over prerecorded video movies including more accurate shot detection, true randomized responses to officer actions, and easier course creation. Based upon our research, Digimation is the only manufacturer of firearms simulation equipment and proprietary software based on interactive3D graphics. Digimation has also developed two proprietary software packages called DART Creator® and DART Studio®. These packages allow for the easy creation of unique training courses that can only be used on DART simulation equipment. DART Creator and DART Studio are the only known software packages allowing for the creation and display of interactive 3D graphic-based courses of fire. DART Creator software is included at no extra charge with all DART systems, while DART Studio can be added to any DART simulator at the time of purchase, or later as requested by the customer. Finally, the DART system is the smallest full-featured firearms simulator available. The entire system measures just 14x12x10 inches. In addition, when compared to competitor pricing published in various GSA schedules, a complete DART system is between 5-25% of the cost of competing systems. In summary:
1) DART simulators are exclusively built around a platform of interactive 3D graphics, which provides numerous advantages and futureproofing compared to prerecorded video movies.
2) DART is the only simulator to include DART Creator software, which can be used to create all new courses of fire and training content.
3) DART is the most compact simulator available.
4) No other simulator on the market requires less of an investment than DART.
Digimation is the manufacturer and only source for DART simulation equipment and capabilities.

They were also the only one that had the Sig320 firearm that we use.

The Community Watch Signs will be installed throughout the City for informing the Community of how to get in touch with the Department along with QR codes that can be scanned with a cellular device. These signs will not only replace the old antiquated Crime watch signs but will also allow us to add additional signs throughout the city. (See attached along with three written quotes.) The Department is requesting that fifty of these aluminum signs be purchased to be posted throughout the City of Cocoa. The cost of these signs would be $1,607.00 (PD14CR).

The total amount requested to move from the forfeiture account would be $74,846.72. There is currently $97,446.98 in the forfeiture unreserved fund. It is requested that the FARO scanner and DART be placed into the Forfeiture Capital account, 141-2100-521.64-00 and that the signs be placed into the Forfeiture Operating account,141-2100-521.52-00.

STRATEGIC PLAN CONNECTION:

Crime Prevention and Public Safety

BUDGETARY IMPACT:

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

BAF# 20-086-A

Amount Requested	$ 63,689.72
Account Number	141-2100-521.64-00
Account Name	Machinery and Equipment
Project Number	PD18CS

Amount Requested	$ 9,550.00
Account Number	141-2100-521.64-00
Account Name	Machinery and Equipment
Project Number	PD19TR

Amount Requested	$ 1,607
Account Number	141-2100-521.52-00
Account Name	Operating
Project Number	PD14CR

Source of Funds: Police Confiscated Fund: Cash Carry Forward 141-0000-389.99-11

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY20 Budget (BAF#20-086-A), to Purchase a FARO 3D Scanner, a DART simulator Training System and Community Watch Signs using Police Forfeiture Funds. We are requesting that FARO and DART be considered Sole Sources by means of Resolutions. These expenditures are deemed consistent with the provisions under Florida State Statute 932.7055(5)(a).

FARO Technologies Inc
250 Technology Park
Lake Mary FL 32746-7115
Phone No: 844-646-8003
Fax No:
Email: Yasmin.Rivera@faro.com

Remit to:
FARO Technologies, Inc.
P.O. Box 116908
Atlanta, GA 30368-6908

Quotation No:	20338593
Quote Date:	03/19/2020
Expiration Date:	07/31/2020
Regional Manager:	Paul Gregory
Account Manager:	Joi Haner
Sales Support:	Yasmin Rivera
Ship:	Standard/Ground
Payment Terms:	Net due in 30 days with approved credit
Delivery Terms:	EXW Origin
Delivery Date:	4-6 Weeks

Bill To :
Cocoa Police Department (FL)
1226 King St
Cocoa FL 32922-8620
US

Ship To :
Cocoa Police Department (FL)
Susan Lambert
1226 King St
Cocoa FL 32922-8620
US

Pricing and Terms & Conditions of this quote are per GSA MAS Contract GS-07F-197GA. By accepting this quote, you acknowledge that you are eligible for and may purchase via the GSA Schedule/Contract above. For questions regarding GSA eligibility please refer to https://www.gsa.gov/buying-selling/purchasing-programs/overview/eligibility-to-use-gsa-sources.

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	LS-8-S-70	3D_HW_LS_FocusS 70 Laser Scanner Focus S 70 ships with: 1x Focus S 70, 1x Quick Release, HDR photography, GPS, compass, altimeter (barometer), dual-axis compensator, Accessory Bay, 1x Power Block Battery, 1x Battery Power Dock, 1x Power Supply, 1x 32GB SD card and reader, 1x rugged transport case, calibration certificate, manufacturer warranty and a quick start guide.G7G77:G83	29,279.16	0.00	29,279.16
1	ACCSS8032	3D_AC_LS_Standard Carbon Fiber Tripod Carbon fiber tripod, super lightweight, highly stable, low-vibration, customized for Focus scanners for perfect performance and increased durability.	775.78	0.00	775.78

PURCHASE AGREEMENT AND CONDITIONS OF SALE Customer will pay any federal, state and local taxes. All conditions of sale, service and warranty as described in FARO standard purchase conditions currently on file with FARO are made as part of this Quotation and are incorporated herein by reference (02FRM522). DR12 PLEASE REFERENCE FARO QUOTE NUMBER ON ALL DOCUMENTS. BY REFERENCING FARO QUOTE, CUSTOMER AGREES TO SAID TERMS AND CONDITIONS AS LISTED ON FARO QUOTATION.

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	SOFTS0900	3D_SW_SC_Scene SCENE. New license. Includes 1-year of standard maintenance. License container sold separately.	3,693.50	0.00	3,693.50
1	SOFTL0002	Single User Hard Lock ** Open Market Item ** OPEN MARKET ITEM Hard lock (USB Dongle) for one single user license. Software licenses purchased separately. Can be used together with FARO SCENE, CAM2, Far ozone and As-Built Software products.	200.00	0.00	200.00
1	SOFT51002	FARO Zone 3D Advanced ***Loyalty Pricing*** Advanced version of FARO Zone 3D with the added ability to open SCENE projects and import other point clouds. Includes one (1) year of maintenance.	4,832.98	2,837.93	1,995.05
1	SOFTL0002	Single User Hard Lock ** Open Market Item ** OPEN MARKET ITEM Hard lock (USB Dongle) for one single user license. Software licenses purchased separately. Can be used together with FARO SCENE, CAM2, Far ozone and As-Built Software products.	200.00	0.00	200.00
1	APPSD01002	3D_SW_AP_SCENE Video Pro App ** Open Market Item ** OPEN MARKET ITEM SCENE Video Pro App, for SCENE single user license. Plug-in to create animated videos from scan data.	1,054.00	0.00	1,054.00
1	COMP0123X64	VR Ready Notebook High-end notebook computer. Contact your FARO representative for current specifications.	3,208.89	0.00	3,208.89

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	ACCSS8001	3D_AC_LS_FocusS Battery Power Block  Power Block battery for Focus laser scanner V8.	436.90	0.00	436.90
1	TR-SCN-POS-FOR-O	OnSite Forensics Cust-Site Upg. 5 Day ** Open Market Item ** Available only at point of FARO system sale. Customer Site Upgrade - five day course that discusses forensic applications with FARO Scanner with FARO Software, setup, and basic measurements. Customer Site Trainings are designed for up to 4 people to ensure proper transfer of knowledge and understanding. Price per class. Training days must be taken together on consecutive days, and cannot be split into individual days.	9,130.00	0.00	9,130.00
1	SMA0900-3Y	3D_MA_SC_SCENE Maintenance_3Y_STAND SCENE. Extends maintenance contract of new license by 3 years.	1,939.44	0.00	1,939.44
1	SMA51002-3Y	FARO Zone 3D Advanced Maintenance 3Y ** Open Market Item ** OPEN MARKET ITEM FARO Zone 3D Advanced annual maintenance extension at point of sale includes product updates and upgrades (as available), including top tier technical support for three (3) years. Customer must be on the most current software release to purchase this plan.	2,548.00	0.00	2,548.00

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	CCR-SCN-V8-Y4	Complete Care-SCN Focus S/M-Y4 ** Open Market Item ** OPEN MARKET ITEM Complete Care service plan includes parts and labor for repair and annual cleaning and calibration. Three years of coverage in addition to the included 1-year warranty.	15,700.00	6,471.00	9,229.00
1	TR-SCN-POS	Laser Scanner Tr. - FARO Fac. - Inc ** Open Market Item ** OPEN MARKET ITEM "Available only at point of FARO system sale. Includes training for 2 Trainees. #Three day course at a training facility provided by FARO that discusses FARO Laser Scanner with FARO Software, setup, and basic measurements. Classroom trainings are scheduled on a first come, first served basis. Classes can be cancelled within two weeks of the scheduled date if sufficient enrollment is not met. Training days must be taken together on consecutive days, and cannot be split into individual days."	0.00	0.00	0.00
1	TR-FZ3-COR	FZ Core ** Open Market Item ** OPEN MARKET ITEM Two consecutive day, consisting of four-hour virtual classroom training. The FARO Zone 3D Core training is specifically designed to assist new users.	0.00	0.00	0.00

Order Total:	72,998.65
Discount Amount:	-9,308.93
Freight, packaging and handling Total:	0.00
Total in USD:	63,689.72

Additional Information

COVID-19

FARO does not assume any risk for (i) late deliveries of goods, (ii) customers' inability or impracticability to receive or use our devices or software, and for (iii) delivery disruptions, that are due to the COVID-19 pandemic and ensuing government measures (shut downs, lock-downs, quarantines).

QUOTE TERMS

To accurately and promptly process your order, the following information is required with your Purchase Order:

1. Purchase Order Number (PO#)
2. Bill To AND Ship To Address (even if they are the same)
3. FARO Approved Payment Terms
4. Prepay and Add Freight Charges OR Collect (with your shippers Account #)
5. Method of Shipment (Best Way, Ground, Overnight, 2DAY)
6. FOB Origin or Destination (for GSA and Warranty ONLY Customers)
7. FARO Quote Number
8. PO Signed and Dated
9. Ship To State Tax Exemption Certificate OR acknowledgement to charge tax
10. Signed Credit Application (New Customers ONLY)

Quoted delivery terms are contingent upon timely receipt of all above listed items.

CALIBRATION CAPABILITIES

FARO meets the calibration requirements of ISO/IEC 17025:2005 for USB Arms, Bluetooth Gage, Gages, 3D Imager, LLP and Laser Trackers. Our capabilities are listed on our ISO/IEC 17025:2005 Scope of Accreditation and might vary by location. The scope of each location can be accessed from the FARO website.

CALIBRATION STANDARDS

USB Arms and Bluetooth Gage are calibrated in accordance with ASME B89.4.22-2004.

Other Gage Models are calibrated in accordance with ISO 10360-12:2016.

3D Imager are calibrated in accordance with VDI/VDE 2634-2:2012.

Laser Trackers are calibrated in accordance with B89.4.19-2006* as requested by the Customer.

*Part # 960-02589 - System Calibration is an additional calibration process to our Part # ACC-00 - Standard Calibration.

Quantum S/M Arms are calibrated in accordance with ISO 10360-12:2016.

DECISION RULE

For B89 Calibration, FARO follows the recommendation of the ASME B89.4.22-2004, Appendix J, in the application of the decision rule to testing results. This appendix states "B89 standards that adopt standards referencing ISO 14253-1 as a normative standard shall explicitly state a different decision rule, where the 4:1 simple acceptance and rejection rule from B89.7.3.1 shall be the default rule unless a different rule is specified."

For ISO 10360-12:2016 Calibration, FARO follows this Standard's recommendation, Introduction Clause, in the application of the decision rule to testing results. This clause states that "the default decision rules given in ISO 14253-1 apply to specifications made in accordance with this part of ISO 10360, unless otherwise indicated." The relevant decision rule in ISO 14253-1:2017 is given in Clause 5.2, "Rule for proving conformance with specifications." FARO also follows this decision rule according to the recommendation of VDI/VDE 2634-2:2012, Annex 4.3.5.

CUSTOMS and EXPORT CONTROL

Deliveries of these goods/products, software, technologies, know-how-transfer to other countries (e.g. embargos) or to other receivers can be subject to authorization or may be prohibited. US-origin goods/products, software, technologies, know-how-transfer or products which include 10/25 % US- origin, are liable to US-Export-Administration Regulations and could be subject to authorization or may be prohibited.

GSA QUOTE

Pricing, terms and conditions per GSA contract GS-07F-197GA.

Expiration of contract 9/28/2022.

GENERAL SERVICES ADMINISTRATION

FEDERAL SUPPLY SERVICE

AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing,

and the option to create an electronic delivery order are available through GSA

Advantage!®, a menu-driven database system. The INTERNET address for GSA

Advantage!® is: GSAAdvantage.gov.

MAS: MULTIPLE AWARD SCHEDULE

SPECIAL ITEM NUMBER

NEW - INTRODUCTION OF NEW SUPPLIES AND SERVICES

OLM - ORDER-LEVEL MATERIALS (OLM)

325412 - CRIMINAL INVESTIGATIVE EQUIPMENT AND SUPPLIES

FSC/PSC Codes: 6550, 0000

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Faro Technologies, Inc
250 Technology Park
Lake Mary, FL 32746
T: 407-333-9911
F: 407-333-4181
www.faro.com

Contract Number: GS-07F-197GA
Period Covered by Contract: September 29, 2017 - September 28, 2022
Contract Administrator: Steven Barthel
Business Size: Other than Small Business

CUSTOMER INFORMATION

1a. Table of Awarded Special Item Numbers with appropriate cross-reference to item descriptions and awarded prices:

Special Item Number (SIN)	Special Item Number Description	Awarded Price Page
325412/STLOC	Criminal Investigative Equipment and Supplies	Page 4 and 5
NEW/STLOC	Introduction of New Supplies and Services	Page 6
OLM/STLOC	Order-Level Materials (OLMs)	Defined at Order Level

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract:

SIN	Part Number	GSA Price
325412/STLOC	SMA51000	59.84
NEW/STLOC	SP-01	8,478.59

1c. If the contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided: Not applicable
2. Maximum Order: $250,000
3. Minimum Order: $500
4. Geographic Coverage: Domestic Delivery Only
5. Points of Production: U.S.A., Germany, Italy, Sweden
6. Discounts from List Prices or Statement of Net Price: Prices shown herein are net prices.
7. Quantity Discounts: None
8. Prompt Payment Terms: Net 30 Days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
9a. Government purchase cards are accepted at or below the micro-purchase threshold.
9b. Government purchase cards are accepted above the micro-purchase threshold.
10. Foreign Items: Germany, Italy, Sweden
11a. Time of Delivery: 30 - 45 Days ARO
11b. Expedited Delivery: Contact Contractor
11c. Overnight and Two-Day Delivery: Contact Contractor
11d. Urgent Requirements: Please note the urgent requirements clause of this contract and contact contractor.
12. F.O.B. Point: Origin - Prepaid by Seller
13a. Ordering Address:
FARO Technologies, Inc.
250 Technology Park
Lake Mary, FL 32746
13b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. Payment Address:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368
15. Warranty Provision: The limited warranty covers defects in materials and workmanship in FARO-brand products or other products sold by FARO to the customer. Products sold by FARO include a one year limited warranty under this contract.
16. Export Packing Charges (if applicable): N/A
17. Terms and Conditions of Government Purchase Card Acceptance (any thresholds above the micro-purchase threshold): Government purchase cards are not accepted above the micro-purchase threshold.
18. Terms and Conditions of Rental, Maintenance, and Repair: N/A
19. Terms and Conditions of Installation: N/A
20. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts from List Prices: N/A
20a. Terms and Conditions for Any Other Services: N/A
21. List of Service and Distribution Points: N/A
22. List of Participating Dealers: N/A
23. Preventative Maintenance: N/A
24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). N/A
24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.
25. Data Universal Number System (DUNS) Number: 617308929
26. Notification Regarding Registration in System for Award Management (SAM) Database: FARO Technologies, Inc. is registered in the SAM Database.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8676335&GUID=63E430CD-1C3B-4C1A-8FBF-6415FAAAEA04* is a secure document that has been embedded in this document. Double click the pushpin to view.



Quote

From:
Digimation | DART Range
1515 International Parkway, Ste 2013
Lake Mary, Florida 32746
(407) 833-0600
Federal Tax ID 72-126 2714

Quote Number	QUO-554
Quote Date	April 10, 2020
Valid Until	July 31, 2020
Total	**$9,550.00**

To:
Cocoa Police Department
Attn: Chief Cantaloupe
mcantaloupe@cocoapolice.com

Hrs/Qty	Service	Rate/Price	Sub Total
1	DART System Including software & accessories in soft-sided case. 1-year warranty included.	$5,500.00	$5,500.00
1	Standard Projector with Speaker DART compatible projector with portable enhanced speaker and noise filter	$800.00	$800.00
1	Laser Training Weapon - equivalent to Glock GLOCK form training weapon with IR laser	$600.00	$600.00
1	Extra Magazine Extra magazine for training weapon	$50.00	$50.00
1	DART Studio Extended features for building advanced marksmanship, discretionary and pre-scenario based courses, including realistic props, lighting effects, and targets that look and move like real people.	$1,500.00	$1,500.00
1	DART Technical Training 1-day hardware & software training on the DART system for 1-2 people in Orlando, FL	$1,000.00	$1,000.00
1	Shipping FedEx Ground	$100.00	$100.00

Sub Total	$9,550.00
Tax	$0.00
Total	**$9,550.00**

Thanks for choosing DART | hello@dartrange.com

DART™
Highly Trained. Always Ready.™

Thank you for your interest in DART Range!

DART is a big step forward for firearms training that comes in a very small package. Because DART is different from other firearms training simulators that you may be familiar with, we have created a general information packet to give you a detailed overview of our product and what it offers. This package includes:

Page 1	Introductory Letter
Pages 2-3	DART Brochure
Page 4	DART Specification Sheet
Page 5	Sole Source Letter
Page 6	Skills Mastery List
Page 7	Customer Quotes
Page 8	Budget Justification Document
Page 9	Digimation W-9 Form
Page 10	Leasing Information

If you would like further information or a customized quote, please don't hesitate to contact us. To schedule an online demo, visit **http://dartrange.com/book**.

Thank you again for your interest and for what you do!

Dave Nielsen
Vice President of Sales
daven@digimation.com

Schedule an onsite or online demo at dartrange.com/book



CONFIDENCE THROUGH FREQUENT PRACTICE.







DART Range is the only training platform that is practical enough to use every day and capable of supporting intense training in a wide range of critical firearms skills.

From basic qualification courses to 3D scenarios with customizable human subjects and environments, DART provides more time on trigger in an easy to use, safe, and extremely cost effective way.

See for yourself by scheduling a brief online demo for your command staff and trainers and learn how DART can help your officers stay highly trained and always ready.

DART™

Learn more at dartrange.com

DART • 1515 International Parkway, Suite 2013 • Lake Mary, FL 32746 • (407) 833-0600 • hello@dartrange.com

DART™ Firearms Training Simulator
Virtual range training has proven to be an effective tool for providing more frequent, more intense weapons training without the cost, logistic problems, or safety concerns of a live-fire range.

The DART firearms training simulator offers all the benefits of virtual range training at a price affordable for departments of any size.

Built around innovative computer hardware, the DART system includes realistic digital range software and powerful course editing capabilities that allow the creation of limitless courses of fire -each with their own graphics, rules, and targets.

DART Hardware
We believe that training should go to the people, not the other way around. That's why DART was designed with mobility in mind. In fact, it's the first firearms simulator to integrate computer and optical components in a package this small.

- Ultra-portable design
- Size 6 x 3.5 x 4.5 inches
- Weight 1.9 pounds
- Integrated IR camera
- Integrated Windows computer
- Wireless keyboard and mouse
- Soft-sided carrying case
- One-year warranty

DART Hardware Accessories
- A variety of IR training weapons
- HDMI projector
- Hard-sided travel case

DART Range™
DART Range is the heart of the DART system and allows you to practice marksmanship and critical firearms skills on a realistic digital replica of a live-fire range. Load premade courses of fire, or create your own using DART Creator and DART Studio.

- Easy to setup and use by a single person
- Fast and accurate shot detection
- Run unlimited courses created in DART Creator
- Adjust gunshot, zone hits, and ambient volume
- Controlled by mouse or keyboard
- Context-sensitive help
- Simple calibration process
- Fine-tune the aim of laser weapons

DART Creator™
DART Creator is included with every DART system and is used to develop and customize basic courses of fire specific to department training objectives.

Courses are made up of one or more stages – each with its own range settings, target, scoring options, requirements, and rules. Creator's powerful features are rolled up in an interface that is exceptionally easy to use. With DART Creator, you'll be creating specialized training courses in minutes.

- More than 100 real-world targets
- Create courses with up to 30 stages
- Set the time of day
- Set pass/fail course score
- Rotate targets on entry option
- Simulated recoil replicates weapon recoil
- Set max shots allowed
- Set max time allowed
- Set minimum shots required in specific zones
- Create your own targets with the Target Editor
- Assign secondary audio files to each hit zone

DART Studio™ (optional)
DART Studio is a more powerful version of DART Creator used to create an expanded variety of courses, scenarios, and simulations that go well beyond qualification courses.

DART Studio includes all of the features found in DART Creator and adds options for realistic people (known as TruTargets™, multiple targets per stage, and moveable props and buildings.

- TruTargets can change from non-threat to threat
- TruTargets respond differently to lethal and non-lethal hits
- Use up to ten targets per stage
- Each target can move along its own path and at its own speed
- Combine traditional silhouette targets with 3D TruTargets
- Select from 65 prebuilt props including a variety of walls, doors, and complete rooms
- Set bullet penetration for each prop
- Easily position and rotate props using the mouse

DART™
Learn more at dartrange.com

DART™
Highly Trained. Always Ready.™

Digimation | DART Range
1515 International Parkway, Suite 2013
Lake Mary, Florida 32746

To Whom it May Concern:

Digimation is the manufacturer and sole source provider of the following products:

- DART Range Firearms Training Simulator (hardware)
- DART Range (software)
- DART Creator (software)
- DART Studio (software)
- DART Trace (software)
- Visible Weapon (software)

This letter is to confirm that DART Firearms Training Simulator is a sole source product manufactured, sold, and distributed exclusively by Digimation, Inc. No other company makes a similar product that utilizes 3D graphics as the simulation engine, provides an editor to build and edit 3D simulations, of features hardware measureing 6x6x6 inches or smaller. The DART system must be purchased directly from Digimation. There are no thrird-party resellers for this product.

If you desire additional information, please see the attached specification sheet, visit our website at **http://dartrange.com**, or contact us directly at (407) 833-0600.

Thank you for your interest in our products.

David Avgikos
President
davida@digimation.com

DART™
Highly Trained. Always Ready.™

A skills mastery list showing some of the skills that can be practiced using DART Range.

- Accuracy/Marksmanship
- Breathing
- Clearing/handling malfunctions
- Decision-making
- Directional shooting
- Discretionary shooting – shoot/no shoot (with and without stress)
- Disorientation and recovery
- Double taps/controlled pairs
- Draw fluidity
- Draw speed
- Dynamic entry vs. stealth entry
- Dynamic movement (i.e. lateral movement)
- Economy of motion
- Field stripping
- Fine motor skills vs. gross motor skills
- Focus
- Grip
- Hip shooting
- Holstering
- Long walls vs. short walls
- Long-range weapons
- Nighttime shooting/shooting in the dark/shooting with a flashlight
- Physical dexterity
- Positional shooting – seated, supine, etc.
- Reacquiring target – simulated recoil
- Recovery
- Reloading (with and without stress)
- Room entry
- Shooting speed
- Sight picture/alignment
- Situational awareness
- Smooth transitions
- Stance/body positioning
- Target acquisition
- Target recognition
- Transitioning
- Trigger control
- Walking/running
- Weak-hand shooting
- Weapon handling (with and without stress)

DART™
Highly Trained. Always Ready.™

"DART is always set up and accessible to our officers allowing them to achieve the level of skill they aspire to. and we have seen a significant improvement in marksmanship during qualification after a mandated DART initiative."

Chief Adam Bolton - Umatilla Florida Police Department

"DART allows our officers to be exposed to much more firearms training with a significant decrease in cost and man hours."

Lt. Colonel Tom Burrell - Pennsylvania Bureau of Law Enforcement

"Certain training drills are a must. Some are inherently more dangerous than others like off-hand shooting, malfunctions, and reloading. Using the DART system allows us to train and practice these drills anytime and anywhere and under conditions which give more control and reduces liability. This system is a must have."

Lt. Derrick Becton - Altamonte Springs Police Department

"We're just scratching the surface of the possibilities this system offers, they are endless. The benefits for us have been seen immediately on the range during live fire and have assisted many of our shooters. Our virtual round count is almost 30,000 virtual rounds as of this week."

Donald Kiefhaber - Range Master, St. Petersburg College of Public Safety

"The key to the DART Range Training System is using it to practice and improve. There is no other product in the world, that I am aware of, that allows any department, big or small to finally coach and the train the way we should."

David Verdier - Greenville-Spartanburg International Airport Police

"It has been worth its money! I spent four days on it with a problem shooter who was then able to pass the SQC on the first try without wasting ammo. I was able to design courses to work with her individual issues. Had another one that I worked a few days with and had the same result."

Lt. Tony Bobbitt - Sumter County Sheriff's Office

DART™
Highly Trained. Always Ready.™

The Need for Training

An average police officer in the United States visits a firing range twice per year and receives eight hours of firearms instruction annually, to say nothing of how often they actually pull the trigger and practice.

Like any skill, firearms training is a perishable skill. Frequent practice is vital for an officer's body to react instinctively if the situation might require it.

Range training is often limited to qualification and often times does not focus on teaching or consistently practicing critical skills such as weak-hand shooting, reload drills, performance under stress, discretionary shooting, combat and precision shooting etc.

In addition, there are important skills, such as performance under stress or disorientation, that are difficult (if not impossible) to replicate on a live-fire range due to safety concerns.

However...

These life-saving skills could be trained to and practiced to proficiency - or even mastery - with a consistent extra hour of instruction and/or practice per week.

Firearms Training Held Hostage by Limitations of Money and Time

What would it require in time and money to provide an extra hour of range training each week?

If we assume an hourly wage for an officer of $25, ammo expense of .20¢ per round, and $10 for travel expense and range fees, an hour of training would conservatively cost $50.

That equates to an annual cost of $2,600 per officer ($50 X 52 weeks). For a department of fifty officers, that extra training would conservatively total $130,000 (50 officers X $2,600).

Using a DART system (which can be set up in a conference room or spare office), fifty officers can easily log an hour of training per week; either in two 30-minute sessions during the week, or four 15-minute sessions before a shift.

The result is a 750% increase in training time, without the cost or travel logistics associated with a live-fire range. DART training occurs in a completely safe environment, any time of day, regardless of weather conditions. An added emphasis on training also helps mitigate liability associated with failure-to-train lawsuits.

All this for just 5% of the equivalent cost of range practice for a single year.

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.

Digimation, Inc.

2 Business name/disregarded entity name, if different from above

DART Range

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.

1515 International Parkway, Suite 2013

Requester's name and address (optional)

6 City, state, and ZIP code

Lake Mary, Florida 32746

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

7	2	–	1	2	6	2	7	1	4

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 ▶ _____ Date ▶ January 1, 2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

DART LEASE PROGRAM

The DART firearms simulator can now be leased through The Bancorp. The Bancorp is a lending company specializing in municipal and federal lease options for vehicles and equipment used by law enforcement agencies throughout the United States.

Monthly payments vary, but payments for a typical $10,000 system are generally between $200-$900 per month depending on the term of the lease. At the end of the lease, the system is yours to own for a final payment of $1.

The application and approval process is quick and easy! Most municipal department financial information is available online. In this case, all you need to provide is:

- Tax id number
- Most recent audited financials
- Prior year-end statement
- Choose the term of your lease (1, 3, 4, or 5 years)

The Bancorp will do the rest! A dedicated agent will handle the entire process and work with their underwriting department on your behalf. Once your lease is approved, all you need to do is:

- Sign the Equipment Lease Agreement with your payment schedule
- Sign a Certificate of Acceptance once you receive your DART system
- Provide proof of insurance or a letter of self-insurance

DART makes it simple to improve your departments training program. And The Bancorp makes paying for your new simulation trainer easy too.

To get started, please call (407) 833-0600 or email hello@dartrange.com.



Firearms Training Simulator

Cost Justification Documentation

dartrange.com

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Participating Agencies/Collaboration 9
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Problem Statement

"There is no branch of public service where a man is so dependent upon his own initiative and resources as in the police department. When the police officer is sent out on patrol, he must be ready to meet practically any situation at a moment's notice".[1]

The U.S. Supreme Court phrased it like this, "police officers are often forced to make split second judgments in circumstances that are tense, uncertain, and rapidly evolving."[2]

Imagine running *towards* an active shooter incident while everyone else is running away. We expect police officers to respond accurately, quickly, and efficiently to potential threats. What are the consequences if they do not? This question leads us to closely examine the firearms training we provide to our officers.

In a perfect world, we would provide our law enforcement officers with monthly, weekly or even daily firearms training. We would have the resources to offer remedial training to officers who are lacking confidence and skills, and work with them to improve rather than conducting a probationary release. The reality, however, is starkly different. Limited access to a live shooting range, budgetary constraints on ammunition, and paying officers overtime to attend training or cover shifts, prevent us from providing as much training time as the job demands.

This lack of training is a serious issue for the law enforcement officer, the community, and for potential victims of crime. In addition, the courts view cities that fail to provide adequate training as "deliberately indifferent" to the need for more training on the use of deadly force.[3]

Research has shown that in order to be able to react appropriately in an active shooter situation, it is necessary to participate in repetitive firearms training. Yet, most police departments only train about two times a year, averaging less than 15 hours annually.[4] This is not an acceptable amount of training for officers who can be called on at any time to face the challenges of an active shooter.

Considering these limitations, how can firearms training be implemented in a cost effective, innovative manner that allows the officer to learn, practice, and improve? How is it possible to increase muscle memory, movement, and decision making in a safe, realistic setting? How can a department increase training opportunities while lowering the overall cost of training?

[1] Police Training – Its Needs and Problems, George H. Brereton
[2] Graham v. Connor
[3] Zuchel vs. City and County of Denver, Colorado
[4] Police firearms training: How often should you be shooting? Dave, Grossi, June 23, 2011 PoliceOne.com

Project Description

In a growing number of police departments, firearms training simulators like DART Range have proven to be an effective platform for training because they provide opportunities for frequent, repetitive practice. Numerous studies support the effectiveness and unique advantages of simulation training.

In 2008, the Royal Canadian Mounted Police (RCMP) began the first of several studies designed to determine if pistol shooting skills could be acquired in a simulated environment, whether these skills could be acquired in the absence of both live-fire and recoil training, and the extent that these skills were transferable to a real-world setting.

At the conclusion of the study, the RCMP determined that pistol training can be conducted in a simulated range environment, and that live-fire and recoil are not necessary to learn how to accurately shoot a pistol. In fact, the studies revealed that a police officer can acquire all of their pistol skills in the absence of live-fire using only simulation training, that the skills are transferable to a real world setting, and that the skills are better maintained than their live-fire trained peers.[5]

In 2010 the Federal Law Enforcement Training Centers (FLETC) staff embarked on a firearms simulation study of their own to look at the effectiveness of training students with firearms simulators. The result of the research showed that the difference between groups trained with laser simulators was statistically insignificant from those who progressed through their handgun training with live fire weapons.

In addition, the use of shooting simulators gave instructors an often-overlooked advantage – the ability to communicate with the students in a normal voice, since hearing protection was no longer required. Further, there were numerous safety advantages to using laser pistols with basic students learning their grip, stance, trigger pull and other essential weapon handling skills on their road to firearms proficiency.

With the ability to handle far more students in a given space than a live-fire range, lower maintenance costs, and greater sustainability, firearms simulation training can be seen as a firearms facility multiplier that quite literally offers more “bang for the buck.”[6]

[5] International Police Training Journal, Issue 5, March 2013
[6] ‘Firearms Simulation Study’ in the Spring 2011 edition of the FLETC Journal

Using the DART firearms training simulator as an integral part of a firearms training program promotes more frequent practice and shooting repetition – elements that are key to developing confidence and muscle memory. Unlike live-fire training, there is no associated ammunition cost with simulated training. As a result, there is nothing to limit the amount of rounds an officer fires. This creates an opportunity for an officer to receive training specifically tailored to correcting their firearms deficiencies through repetitive shooting.

Because simulation training is completely safe, firearms instructors can easily evaluate the student and make adjustments in training to strengthen their abilities. A strength of using a simulator to provide repetition and scenario training for firearms instruction is that it provides the range instructor complete control to create training that will best help the individual officer gain confidence in the firearms skills necessary for a rapidly-changing shooting incident. The firearms instructor can use software included with the DART system to create training courses designed specifically to address the weaknesses shown during qualifications.

Implementation of firearms simulator training generally begins with the training staff learning how to develop different courses and scenarios using the DART software. This can be accomplished through instruction with the firearms simulator company in a single day. Once trained, the firearms instructor will be able to create training relevant to the students' specific weaknesses or precise training need. The key element of the simulator training is being able to address firearms concerns quickly, effectively, and in a financially responsible manner. Officer safety is a constant concern for every department. Ensuring that officers receive every opportunity to improve firearms skills provides the officer with confidence and increases the expectation of being able to respond appropriately to emergency situations.

The DART firearms simulator is portable and can be set up in any room. This capability enables scenario training in rooms with furniture, hallways, staircases, etc. Realistically, any place with electricity can become a training site. A benefit of the portability is the department will be able to implement realistic firearms training in different locations. A prime example is the capability to take the simulator to a local school and set up realistic firearms training scenarios inside the school itself. This type of real-life training is invaluable to the officers and the community we serve. The ability to conduct simulator training in local businesses, shopping areas, schools and churches will help our officers to respond quickly, efficiently, and responsibly during an incident.

The ability to safely create live fire simulations is not only essential to the proper training of police officers for firearms qualifications, it is also beneficial to the community to show citizens of the community the reality of firearms incidents. The DART firearms simulator includes a special mode to allow citizens to attempt selected qualification drills and scenario training to show that police training is comprehensive. This can help strengthen police/community partnerships when members of the community are able to experience a simulation of decisions necessary during a shooting situation.

Many departments interact with groups of young people, such as Explorers, who are considering law enforcement as a profession. The DART system will allow these groups to practice firearm qualifications and scenario situations in the simulator. This is an exciting implementation because it will provide opportunities for simulated scenarios to provide training which could help the Explorers decide if law enforcement is a viable career path.

Obviously, training police officers is the main reason to implement a DART firearms simulator. The DART simulator will be used to help to correct deficiencies in traditional firearms qualifications, and to build the repetition necessary for well-trained muscle memory to take over during a shooting incident. The simulator will be used for scenario training, not just in the police department, but out in the community in businesses, schools, and public gathering places. The possibilities for the system are limited only by the access to a projection area and access to electricity.

Employee engagement is another key area that benefits from advanced training. Officers who show that they have the potential to learn new skills and devote themselves to certain training areas prove that they are committed to their job and the department. Richard Axelrod (2010) defines this type of engagement as a "psychological state in which employees feel a vested interest in the company's success and are both willing and motivated to perform to levels that exceed the stated job requirements."[7]

[7] A Need for Change: The Importance of Continued Training and Education for Modern Day Police Officers, Michael K. McHenry

Project Objectives

DART simulation training is often implemented with several objectives in mind.

Reduced Equipment Costs

Simulation training should reduce the amount of live ammunition needed for training annually. While training ammunition is still required for qualification and live practice, interim practice sessions, including time spent with new or deficient shooters, can be done without ammunition using DART Range.

In addition, simulation training will result in less "wear and tear" on service weapons and department-owned range facilities.

Increased Training

Simulation training can dramatically increase the amount of training hours per officer by providing access to a digital range within the department building. For some departments, training is done 15 minutes before or after a shift. This alone can represent more than 60 hours of additional training annually – a 400% increase in the amount of firearms training hours an average officer receives.[8] Even a more modest approach of 20 minutes once per week would double the average officer's training time.

Besides an increase in training time, DART simulation training can be used to practice skills and techniques not generally available on a live range due to safety concerns. Some of these skills include:

- Emergency tactical reloading with either hand
- Low-light and judgmental (decision-making) shooting
- Shooting while moving to cover
- One-handed firing
- Giving verbal challenges
- Engaging multiple targets
- Malfunction drills
- Holster drills

Performance data and training times can be collected by the range instructors for every participant and may include pass/fail notations and all remedial training documentation.

[8] Police firearms training: How often should you be shooting? Dave, Grossi, June 23, 2011 PoliceOne.com

Time Savings

DART simulation training can reduce the number of overtime training hours by eliminating the time required to travel to and from a range, gun cleaning and maintenance, and related activities.

Personnel Objectives

Simulation training reduces the chance of accidental injury or death related to firearm training activities.

Deficient shooters lacking confidence and skills can be benefit from remedial training on the DART simulator rather than conducting a probationary release.

Officers who show that they have the potential to learn new skills are more committed to their job and the department.

Timeline/Activities

A timeline to implement the DART firearms simulator begins with the purchase of the DART training system which includes the simulator equipment, projector with speaker, software, laser training weapon(s), and training. Delivery generally occurs within one week of purchase. Training can take place at company headquarters in Orlando, Florida or the department's location. Most training lasts one day, which is enough to learn and begin using the using the system.

Along with various courses of fire that are included with the training simulator, DART includes a digital version of a purchasing department's own state mandated qualification course at no additional cost. This will allow officers to fire repetitive rounds on their own qualification course prior to formal qualification. This type of training can be implemented within a day of taking delivery.

In addition to repetitive shooting, your firearms instructors can create simulated firearms scenarios which will involve movement, concealment, and other important skills.

The addition of the firearms simulator provides firearms training sessions each month rather than the previous schedule of two times per year. The implementation of the simulated firearms training sessions will increase the number of firearms training sessions by 200% for our sworn personnel. This type of cost-effective real-world scenario training with repetition is what can save lives in time of emergency response.

The strength of the firearms simulator training is twofold. First, the system is completely managed by the firearms instructors to create firearms qualifications and scenarios which benefit the student and strengthen necessary skills. Second, because ammunition is simulated, the system can be used to fire exponentially more rounds than could ever be possible with live fire qualifications. The portability of the system and ease of use make the timeline for implementation relatively short to allow the system to be used almost immediately right out of the box.

The rapid implementation of the DART firearms simulator is a realistic goal for police departments of any size. The equipment is portable, and the software is easy to learn and use. The firearms simulator will enable officers to improve their firearms skills and will provide another tool to be used in community outreach.

Participating Agencies/Collaboration

The DART firearms simulator is a self-contained, affordable system and does not require collaboration with multiple agencies. Once implemented, it will provide your department with a tool to reach out to neighboring law enforcement agencies, citizens, businesses, schools, hotels, and stores. It enables training to be fluid, realistic, and useful.

The implementation of this equipment will allow for creativity in training which will enable the firearms instructors to help to correct specific training deficiencies. Officers will benefit from the repetition in traditional firearms training and will be able to participate in scenario training with other officers, which would be too dangerous during live fire training. Additionally, the ability to use the firearms simulator with civilian groups like the Explorers or Citizen Police Academy will provide departments with another outreach tool, which helps members of the community to better understand the responsibilities of the law enforcement officer.

Budget

The cost of a DART firearms training simulator ranges between $6,900 and $12,000, with an average cost of just under $10,000.

These costs include all the necessary items to use the firearms simulator. While there are different software options, all systems come with DART Range and DART Creator software which provides the ability to load, edit, create, and run an infinite variety of courses.

A wide variety of laser training weapons are available for the system including dedicated laser training pistols and rifles with and without recoil, and options for using a department's existing service weapon(s) including pistols, rifles, and shotguns.

All DART systems include a soft-sided carry case; however, a hard-sided, wheeled travel case is available to offer additional protection.

Sole Source Discussion

For the purposes of creating a sole source justification for DART Range, the following details should be considered:

While virtually all other simulation systems use prerecorded video clips as the key component in their training systems, DART training is built around interactive 3D graphics - like those used in most military simulation and training programs. 3D graphics offer several advantages over prerecorded video movies including more accurate shot detection, true randomized responses to officer actions, and easier course creation. Based upon our research, Digimation is the only manufacturer of firearms simulation equipment and proprietary software based on interactive 3D graphics.

Digimation has also developed two proprietary software packages called DART Creator® and DART Studio®. These packages allow for the easy creation of unique training courses that can only be used on DART simulation equipment. DART Creator and DART Studio are the only known software packages allowing for the creation and display of interactive 3D graphic-based courses of fire. DART Creator software is included at no extra charge with all DART systems, while DART Studio can be added to any DART simulator at the time of purchase, or later as requested by the customer.

Finally, the DART system is the smallest full-featured firearms simulator available. The entire system measures just 14 x 12 x 10 inches. In addition, when compared to competitor pricing published in various GSA schedules, a complete DART system is between 5-25% of the cost of competing systems.

In summary:

1) DART simulators are exclusively built around a platform of interactive 3D graphics, which provides numerous advantages and futureproofing compared to prerecorded video movies.
2) DART is the only simulator to include DART Creator software, which can be used to create all new courses of fire and training content.
3) DART is the most compact simulator available.
4) No other simulator on the market requires less of an investment than DART.

Digimation is the manufacturer and only source for DART simulation equipment and capabilities.

COCOA COMMUNITY WATCH

SEE SOMETHING
SEND SOMETHING

Download the FREE APP:

Android Devices:

iOS Devices:

FOR EMERGENCIES: 911

NON-EMERGENCY:

321-639-7620 (OPTION 4)

OR

TEXT:

dropadime@cocoapolice.com

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E info@pipbrevard.com | www.PIPbrevard.com

Estimate
23194

Date: **6/29/20**

Cocoa Police Department
1226 West King Street
Cocoa FL 32926
Susan Lambert
Phone: 321-637-6305
Fax: 321-637-6353
E-Mail: slambert@cocoapolice.com

Estimates are honored for **30 days** from above date.

***Job will begin upon written approval. Email is accepted only if we personally respond that we have rec'd your email. Auto read and receive responses do not qualify.**

Quantity	Description	Amount
50	Reflective Aluminum Sign .040_3/4" Rounded Corners_Full Color Imprint_18" x 24"_One-Sided_Center-Top and Bottom Drilled Holes Typeset_setup sign per email sample_email proof (reg. $40)_NO CHARGE	$ 2,614.00

❑ **Price includes layout & design** ❑ ***Estimate is based on customer file / artwork**

Price is based on our understanding of job specifications and is subject to review upon receipt of art. *If your files take more than fifteen minutes to prepare for printing, a prorated, hourly file manipulation fee will be added. File manipulation is usually necessary when fonts and graphics are missing or when unexpected errors occur. Using PDF formatted files greatly reduces the likelihood of these problems, if created properly.

Sales Rep: Amanda
Taken by: Amanda

Account Type: COD

Cocoa Community Watch Signs

10% Discount

Customer Discount	**-$ 261.40**
SUBTOTAL	**$ 2,352.60**
TAX	
SHIPPING	
TOTAL	**$ 2,352.60**

SOUTHERN
TAPE & LABEL, INC.
P.O. Box 3466
Cocoa, Florida 32924-3466
Ph. (321) 632-5275
Fax (321) 631-2514

Date Thu, Jun 18, 2020
Estimate No. 53382
Account No. 1509
Contact Phone: 321-474-8742

Customer
Mike Cantaloupe 321-474-8742
Cocoa Police Department
1226 West King Street
Cocoa, FL 32922

In response to your inquiry, we submit the following quotation:

Application- 18 x 24 Full Color ACM Sign With Lam Reflective
Price Still good 6/2020 through 12/31/2020

Product Size- 24 X 18 Rectangle with 1 C. Radius

Colors- 4 Printed Colors of Full Color

Materials- Stock#8519 Lamination W/No Adhesive
Stock#551-1 Aluminum W/No Adhesive
Stock#412 White Reflectiv Misc W/Permanent Adhesive

Finishing- Finished Sheeted in Stacks of 25 Pieces
Labels are packed in Bulk

Quantity	**25**	**50**
Price Each	$40.80000	$32.14000
Total	$1,020.00	$1,607.00
Grand Total	$1,020.00	$1,607.00

Thank you for giving us the opportunity to quote your printing needs. This quote is valid for 90 days. Please refer to the quote number listed when placing an order or asking any questions. Quote was provided based upon the information given, if specifications change at order entry this quote will become invalid and a Customer Service Representative will contact you. Additional charges that are not included but may apply are freight charges, "Printing Trade Customs" of +/-

Thank You,

STL
Customer Service

House
Sales Representative

Susan Lambert

From: David <theproofisintheprinting@cfl.rr.com>
Sent: Tuesday, June 30, 2020 4:23 PM
To: Susan Lambert
Subject: Aluminum sign price quote

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Here is the quote Susan, for the aluminum signs. I apologize for the delay.

Description: 50 SF 24x18 Aluminum .080 Round Corners(2 holes) REFLECTIVE 4 colors
Estimated Time For Production: 10 working days
50 18.00 in x 24.00 in Aluminum .080 White Reflective SF 24"x18"

$58.52 each for a total of $2,926.00

1 Estes Freight Truck
1 Pallet 200lbs
$169.15
Subtotal $3095.15
Tax Exempt $0.00
Total $3095.15

Thank you!

A

David James
The Proof Is In The Printing
We'll proof it, we'll print it.
Click the logo above to view our website.
321.863.2036 Fax: 1-888-358-8637
ASI MEMBER
asi/302185

City of Cocoa Budget Adjustment Form FY 2020 - 20-086-T

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 06/29/20

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 74,847	141-0000-389.99-11		Cash Carry Forward	$ 0	$ 0	$ 74,847	$ 74,847
$ 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
$ 74,847	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 63,690	141-2100-521.64-00	PD18CS	Machinery & Equipment	$ 0	$ 0	$ 63,690	$ 63,690
$ 9,550	141-2100-521.64-00	PD19TR	Machinery & Equipment	$ 0	$ 63,690	$ 73,240	$ 73,240
$ 1,607	141-2100-521.52-00	PD14CR	Operating	$ 0	$ 0	$ 1,607	$ 1,607
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 74,847	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This amendment is necessary to bring funds into the budget to spend them on a FARO 3D scanner, a DART training system and some Community Watch signs. Agenda 20-388.

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 07/22/20 *RESOLUTION #:* 2020-182

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

6/29/20	Susan L. Lambert Digitally signed by Susan L. Lambert Date: 2020.06.29 16:50:41 -04'00'	7/1/20	Lea Malarae Digitally signed by Lea Malarae Date: 2020.07.01 11:36:38 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
6/30/20	Michael Cantaloupe Digitally signed by Michael Cantaloupe Date: 2020.06.30 15:01:34 -04'00'	7/9/20	Lora Howell Digitally signed by Lora Howell Date: 2020.07.09 08:07:42 -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 10/2/19 - IT

RESOLUTION NO. 2020-182

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; 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, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; 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 2019-2020 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 22nd day of July, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

RESOLUTION NO. 2020 -183

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 22nd day of July , 2020.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT "A"

To Resolution No. 2020-183

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of FARO 3D Scanner for the Police Department from FARO Technologies, Inc.

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

Matthew Furher
Acting City Manager

RESOLUTION NO. 2020-184

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 22nd day of July , 2020.

Jake Williams, Jr., Mayor

ATTEST:

Carie Shealy, MMC, City Clerk

EXHIBIT "A"

To Resolution No. 2020-184

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of DART System for the Police Department from Digimation/DART Range.

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

Matthew Furher
Acting City Manager

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8676390&GUID=50D6A946-3C24-4BAC-A4E8-6AE6E76EC622* is a secure document that has been embedded in this document. Double click the pushpin to view.



Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8676391&GUID=6B92EB54-8DA6-4A91-A38C-26E3A376D39D* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	20-411	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	7/6/2020			**In control:**	City Council
On agenda:	7/22/2020			**Final action:**	
Title:	Request Council to award Bid # B 20-12-COC to lowest and responsive bidder Expert Security Professionals for the replacement of the Police Department's fire alarm panel and related hardware in the amount of $37,951.95. Authorize the City Manager to issue the purchase order. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Addendum_1_B20-12-COC.pdf Addendum_2_B20-12-COC.pdf Addendum_3_B20-12-COC.pdf Addendum_5_B20-12-COC_CONVID-19.pdf Addendum_6_B20-12-COC.pdf Addendum_7_B20-12-COC.pdf Addendum4_B20-12-COC_CONVID-19.pdf ITB_B-20-12-COC_PD_Fire_Alarm_Replacement.pdf Public_Ad_Invitation_to_Bid.pdf Bid Summary ITB# B-20-12-COC PD Fire Alarm Replacement Project.pdf Bid Tabulation Sheet.pdf Notification of Award_B-20-12-COC-Filled.pdf Form of Agreement_B-20-12-COC.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 6, 2020
Agenda Date: July 22, 2020
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Request Council to award Bid # B 20-12-COC to lowest and responsive bidder Expert Security Professionals for the replacement of the Police Department's fire alarm panel and related hardware in the amount of $37,951.95. Authorize the City Manager to issue the purchase order.

BACKGROUND:

During a fire alarm inspection it was discovered that the Police Department does not have a Fire Alarm Panel that is compliant with current Florida Fire Prevention Code, specifically it does not have

an annunciator. The current panel is also proprietary in nature. Staff decided to competitively bid a replacement panel that is open source to provide for quicker and more cost effective service in the future.

Bid # B 20-12-COC was advertised on May 18, 2020. The bid closed on June 25, 2020 with three bids, the lowest and responsive being Expert Security Professionals.

Work includes: Remove the existing Fire Alarm panel and replace it with a new Silent Knight Addressable Fire System with Emergency Voice System model SK-6820 XL. This work will include: 3 each Voice Annunciators, 11 each pull stations, 2 each power supply expander, 9 each heat detectors, 102 each smoke detectors, 8 duct detectors, 18 each horn strobes, 46 each strobes, 1 each Water flow switch, 1 each tamper switch, 1 each 120v surge protector, and 1 each document box. No proprietary hardware or software is to be used.

STRATEGIC PLAN CONNECTION:

The Police Department is the headquarters for the Police. This project will update the facility's fire alarm system and bring it into compliance with the current Florida Fire Prevention Code.

BUDGETARY IMPACT:

Budgeted Yes
If not budgeted, is amendment/transfer attached? Choose an item.

Amount Requested $37,951.95
Account Number _001-3560-519.46-00
Account Name _Facilities - Repairs and Maintenance

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

If a P.O. Change Order is involved please complete the following:

Change Order Amount $_

Original Purchase Order _
Original P.O. Amount _$
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date _
Total amount in change orders to date _$

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Request Council to award Bid # B 20-12-COC to lowest and responsive bidder Expert Security Professionals for the replacement of the Police Department's fire alarm panel and related hardware in the amount of $37,951.95. Authorize the City Manager to issue the purchase order.

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

March 6, 2020

Addendum 1
To the Bidding/Contract Documents and Specifications:

ITB B-20-12-COC
PD Fire Alarm Replacement

To All Plan Holders:

The following changes, additions, replacements, clarifications and/or deletions are made a part of the Bidding Documents and Specifications for the **PD Fire Alarm Replacement** project, as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

1. This addendum includes and addresses the following:
    a. Due to an error of scheduling upon initial notice and invitation to bid a mandatory pre-bid meeting was not scheduled.
    b. Correction made: A pre-bid meeting will be held on Tuesday, March 17, 2020 at 1:30 p.m. in the Purchasing Conference Room.
    c. A site visit to the Police Department (1226 W. King Street) will be available after the meeting.

2. All other Bidding/Contract Documents and Specifications remain unchanged.

Please advise if you have additional questions or if further clarification is needed. I can be reached by phone or email at (321) 433-8833 or purchasing@cocoafl.org.

Heath Hancher
Purchasing & Contracts Division Manager

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

March 17, 2020

Addendum 2
To the Bidding/Contract Documents and Specifications:

ITB B-20-12-COC
PD Fire Alarm Replacement

To All Plan Holders:

The following changes, additions, replacements, clarifications and/or deletions are made a part of the Bidding Documents and Specifications for the **PD Fire Alarm Replacement** project, as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

1. This addendum includes and addresses the following:

    a. The mandatory pre-bid meeting scheduled for Tuesday, 3/17/20 at 1:30pm ET is **postponed** until further notice due to the CONVID-19 Virus. Notice will be sent to all plan holders with call in instructions to conduct a teleconference call discussing details of the bid. A site visit and walk-through will also be scheduled with each individual firm to minimize the number of personnel at one collective location in effort to reduce any potential person to person contamination.
    b. The closing date scheduled for Wednesday, 4/1/20 at 3:00pm ET is **changed** to Friday, 4/3/20 at 3:00pm ET and subject to change due to ongoing CONVID-19 updates.
    c. Bid opening for this ITB, tentatively scheduled for Friday, 4/3/20 at 3:00pm ET, will be conducted within City Council Chambers, publicly recorded with a live-feed on the City's web (www.cocoafl.org) to record the bid tabulation. The results of the bid tabulation will be posted on DemandStar (www.demandstar.com) and Vendor Link (www.vendorlink.com) for download. **Vendor will not attend the bid opening due to the nature of events ongoing with CONVID-19 in effort to adhere to national emergency recommendations of reducing personnel gatherings of 10 or less in one collective meeting venue.**

2. All other Bidding/Contract Documents and Specifications remain unchanged.

Please advise if you have additional questions or if further clarification is needed. I can be reached by phone or email at (321) 433-8833 or purchasing@cocoafl.org.

Heath Hancher
Purchasing & Contracts Division Manager

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

March 18, 2020

Addendum 3
To the Bidding/Contract Documents and Specifications:

ITB B-20-12-COC
PD Fire Alarm Replacement

To All Plan Holders:

The following changes, instructions, additions, replacements, clarifications and/or deletions are made a part of the Bidding Documents and Specifications for the **PD Fire Alarm Replacement** project, as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

1. This addendum includes instructions and addresses the following:

    a. Pre-Bid Meeting Scheduled: The Mandatory Pre-Bid Meeting will be conducted on **March 26th at 9:00am ET** via teleconference call as a preventative measure due to CONVID-19. Vendors must dial-in and follow the below instructions:

        i. **Dial: (321) 635-7600 – Enter Participant Code: 807-910-60**
        ii. Purchasing will announce the date / time and introduce the bid name, bid number and members present for the call.
        iii. Purchasing will ask for each caller to state their name, organization, contact number and email in an orderly fashion. This will be recorded on the Pre-Bid Sign-In Sheet and serve as a record of attendance, which will be available on DemandStar and Vendor Link for download.
        iv. The meeting will be turned over to the Project Manager to discuss important details of the bid and provide answers to any questions that may arise.
        v. Walk-thru's will be determined during the call and vendor time slots coordinated at that time. Unless postponed until later notice due to the current situation and CDC recommended social distancing, Purchasing will continue as set forth within this addendum.

2. All other Bidding/Contract Documents and Specifications remain unchanged. Any changes to this bid will be published via an Addenda and posted onto DemandStar and Vendor Link.

Please advise if you have additional questions or if further clarification is needed. I can be reached by phone or email at (321) 433-8833 or purchasing@cocoafl.org.

Heath Hancher
Purchasing & Contracts Division Manager

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

June 1, 2020

Addendum 5
To the Bidding/Contract Documents and Specifications:

ITB B-20-12-COC
PD Fire Alarm Replacement

To All Plan Holders:

The following changes, instructions, additions, replacements, clarifications and/or deletions are made a part of the Bidding Documents and Specifications for the **PD Fire Alarm Replacement** project, as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

1. This addendum includes instructions and addresses the following:

   A. PRE-BID MEETING RE-SCHEDULED.
   1) CHANGE FROM: 5/29/20 @ 10:00AM
   2) CHANGE TO: 6/5/20 @ 10:00AM
   B. CLOSING DATE EXTENDED.
   1) CHANGE FROM: 6/18/20 @3:00PM
   2) CHANGE TO: 6/25/20 @ 3:00PM

2. All other Bidding/Contract Documents and Specifications remain unchanged. Any changes to this bid will be published via an Addenda and posted onto DemandStar and Vendor Link.

Vendors are encouraged to continue to monitor their Vendor Link accounts for any updates pertaining to this bid opportunity. The Purchasing Division appreciates your patience under the circumstances the nation faces in effort to protect its' citizens during the CONVID-19 crisis.

Should there be additional questions or if further clarification is needed, please contact the Purchasing Division at (321) 433-8833 or purchasing@cocoafl.org.

Heath Hancher
Purchasing & Contracts Division Manager

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

June 5, 2020

Addendum 6
To the Bidding/Contract Documents and Specifications:

ITB B-20-12-COC
PD Fire Alarm Replacement

To All Plan Holders:

The following changes, instructions, additions, replacements, clarifications and/or deletions are made a part of the Bidding Documents and Specifications for the **PD Fire Alarm Replacement** project, as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

1. This addendum includes instructions and addresses the following:

   A. MANDATORY PRE-BID MEETING

   1) CHANGE FROM: MANDATORY – 6/5/20 @ 10:00AM

   2) CHANGE TO: NON-MANDATORY

   i. Walk-throughs may be coordinated through purchasing@cocoafl.org should vendors wish to conduct a site visit prior to bid closing date of 6/25/20.

2. All other Bidding/Contract Documents and Specifications remain unchanged. Any changes to this bid will be published via an Addenda and posted onto Vendor Link.

Vendors are encouraged to continue to monitor their Vendor Link accounts for any updates pertaining to this bid opportunity. The Purchasing Division appreciates your patience under the circumstances the nation faces in effort to protect its' citizens during the CONVID-19 crisis.

Should there be additional questions or if further clarification is needed, please contact the Purchasing Division at (321) 433-8833 or purchasing@cocoafl.org.

Heath Hancher
Purchasing & Contracts Division Manager

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

June 19, 2020

Addendum 7
To the Bidding/Contract Documents and Specifications:

ITB B-20-12-COC
PD Fire Alarm Replacement

To All Plan Holders:

The following response is made a part of questions to the Bidding Documents and Specifications for the **PD Fire Alarm Replacement** project, as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

A. This addendum includes instructions and addresses the following questions:

1. On page 4 and throughout the ITB, the bill of materials reference "Horn Strobes" but the system is specified to be a voice evacuation system. Please clarify if these devices are to be speaker strobes. **Speaker Strobes are required.**

2. If additional audible only devices are necessary to meet the requirements of any codes or standards, can we add a unit price of a speaker only in Section 100.7? **You may insert an alternative item meeting the salient characteristic to the base bid requirement. However, base requirements must be included into your response.** Assuming this would not be used for calculations of the lump sum bid, but in the event these devices are added after an award is made, unit prices for this device would already be listed. **Any additions after an award will prompt a change order to follow.**

3. On page 10, in section 11.3, there are liquidated damages stated in the amount of $964.00 per day. However, on page 48 of the ITB in section 200.2, Article II, there are liquidated damages stated in the amount of $500.00 per day. Please clarify what the liquidated damages will be. **Section 200.2 – Change: Liquidated damages for this bid will be $500.00 per day.**

4. Will the city be reviewing and sealing shop drawings prior to submitting for a permit or is the awarded contractor responsible for being the engineer of record? **The awarded contractor will be responsible.**

5. On page 31, in Section 100.6 within the table there is a section to include an Alternate. Please advise if the city is specifying any alternates that are to be included with the Grand Total amount. If not, is this space for any potential additional services and if so, is there any breakout required if offering multiple line items for this Alternate. **No additional work outside of the scope will be accepted. Section 100.6 addresses alternate like-in-kind materials may be proposed subject to the alternate material meets or exceeds the base bid materials listed.**

6. On page 32, in Section 100.7 within the table there is a line item for Document Box. Can the city clarify if this is hardware to be installed for system logbooks or if this is close out documentation related to the project to be delivered to the city. Additionally, should the entire cost of the performance bond be included in this item and if so, will it be necessary to break out the cost? **This is for the Fire Inspector to use while reviewing documents.**

7. Will floor plans be provided showing any as-built conditions of the fire alarm or where existing devices are located and how they were circuited (end of line resistors, device addresses, etc.)? **Yes, upon contract award.**

8. Are there any circuiting requirements for class and style with any new notification appliance circuits, or will circuit styles match what is existing? **Match existing circuit styles.**

9. Will the city indicate where any new devices are to be installed (voice annunciators, etc.)? **Yes, one (1) new annunciator.**

10. Will existing cabling be acceptable to be used for new devices if it meets the design requirements and equipment manufacturers requirements? **Yes.**

11. Is the existing system installed using a complete raceway system and if so, will any new cabling or devices be required to be installed in a full raceway system? **No, there is not a requirement for a new raceway system.**

12. Will we need to include any 120 VAC electrical cabling, raceway and circuits needed for any new control panels, power supply expanders or remote voice annunciators? **Yes, if required by code.**

13. Are there any programmed sequences that are not listed or that will need to be included as part of this ITB? Examples may include smoke damper control, outputs to 3rd party system such as a building automation system or access control system? **No, but there are relays for HVAC and elevators.**

14. What type of monitoring equipment is to be provided (DACT, IP, Cellular, Radio, etc.)? **None are required.**

15. Please clarify if monitoring is to be included with the ITB. **No.**

16. Downtime is likely for some or all the existing system during the project. Are there any expected timeframes that the system was expected to be down? Will the awarded contractor be responsible for any fire watch activities during planned and scheduled downtimes? **System will be down for short periods of time. Work needs to be conducted in phases to minimize the amount of downtime incurred.**

17. Are there limitations to working hours or days? Additionally, are there any areas or periods of time that work is limited or restricted? **Controlled areas require an appointment, which will be coordinated through the Project Manager.**

18. If any areas are restricted, will the city provide any necessary escorts and is there a cost for this service? **Yes. Escorts will be provided at no cost.**

19. On page 4, in section 6 there is a requirement to have CJIS Security Awareness Training. Is there a cost for this training? Additionally, when is the training conducted and who long

does it take to complete? **No cost for training. Training is web based and takes approximately 20 minutes to complete.**

20. As part of the above training, there is also a requirement for fingerprinting. Is there a fee for this service and if so, will the awarded contractor be responsible for this cost? **No.**

21. On page 5, in section 7 there is requirement for Minimum Qualifications, but there is nothing listed. Please clarify what the Minimum Qualifications are. **Contractor must be state licensed, insured and certified in the profession it is providing services. Contractor should be able to present its qualifications within its' response.**

All other Bidding/Contract Documents and Specifications remain unchanged. Any changes to this bid will be published via an Addenda and posted onto Vendor Link (www.myvendorlink.com). Vendors are encouraged to continue to monitor their Vendor Link accounts for any updates pertaining to this bid opportunity.

Should there be additional questions or if further clarification is needed, please contact the Purchasing Division at (321) 433-8833 or purchasing@cocoafl.org.

Heath Hancher
Purchasing & Contracts Division Manager

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

March 21, 2020

Addendum 4
To the Bidding/Contract Documents and Specifications:

ITB B-20-12-COC
PD Fire Alarm Replacement

To All Plan Holders:

The following changes, instructions, additions, replacements, clarifications and/or deletions are made a part of the Bidding Documents and Specifications for the **PD Fire Alarm Replacement** project, as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

1. This addendum includes instructions and addresses the following:

   A. BID CANCELLED UNTIL FURTHER NOTICE DUE TO CONVID-19.
   B. BID WILL BE RE-ADVERTISED AT A LATER DATE (TBD).

2. All other Bidding/Contract Documents and Specifications remain unchanged. Any changes to this bid will be published via an Addenda and posted onto DemandStar and Vendor Link.

Vendors are encouraged to continue to monitor their Vendor Link accounts for any updates pertaining to this bid opportunity. The Purchasing Division appreciates your patience under the circumstances the nation faces in effort to protect its' citizens during the CONVID-19 crisis.

Should there be additional questions or if further clarification is needed, please contact the Purchasing Division at (321) 433-8833 or purchasing@cocoafl.org.

Heath Hancher
Purchasing & Contracts Division Manager

Finance Department
Purchasing & Contracts Division
65 Stone Street, Cocoa, FL 32922
Phone: 321-433-8833 Fax: 321-433-8860

INVITATION TO BID

City of Cocoa – Police Department

Fire Alarm Replacement

ITB # B-20-12-COC

MAY 13, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

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1. Introduction / Overview

The City of Cocoa is seeking a contractor to remove and replace items related to the Fire Alarm System for the Police Department located at 1226 King Street, Cocoa, Florida 32922.

2. Purpose and Objective

The purpose of this project is to remove the existing Fire Alarm panel and replace it with a new Silent Knight Addressable Fire System with Emergency Voice System model SK-6820 XL. This work will include: 3 each Voice Annunciators, 11 each pull stations, 2 each power supply expander, 9 each heat detectors, 102 each smoke detectors, 8 duct detectors, 18 each horn strobes, 46 each strobes, 1 each Water flow switch, 1 each tamper switch, 1 each 120v surge protector, and 1 each document box. No proprietary hardware or software is to be used.

3. Project Timeline

The City of Cocoa's objective is to adhere to the timeline specified below without deviation unless circumstance predicate timeline amendments approved only by the Department Director and City Manager.

Action	Date
Bid Advertised (DemandStar)	May 18th, 2020
Public Ad (Newspaper):	May 21st, 2020
Deadline for Respondent Questions:	June 5th, 2020
Bid Submission Deadline:	June 18th, 2020
Bid Opening	June 18th, 2020
Presentations before Selection Committee (Optional):	N/A
City Council consideration of award	TBD
Notice of Award	TBD
Notification to Proceed	TBD
Permits Required	YES
Substantial Completion	30 Days Post Notice to Proceed
Final Completion/Closeout	45 Days Post Notice to Proceed

Table 1 - Project Timeline

4. Background

The Police Department is now over twenty years old and the recent Fire Inspection found numerous deficiencies including the lack of a voice annunciator. Funds were budgeted in the fiscal year 2020 for its replacement.

5. Scope of Services

Contractor is to provide all Fire Alarm System materials and labor to install, test, and connect to our monitoring service as a turnkey project. This work will comply with NFPA 1221 Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems.

The successful bidder shall be licensed and/or certified to perform this work with the State of Florida. The Contractor must be a Certified Fire Alarm Contractor. The Contractor will be of sufficient size and capability to complete this project in a timely fashion and within budget.

6. Technical Specifications

This work is consistent with replacing the existing Fire Alarm System's equipment within a two-story commercial building of 33,690 square feet. This Police Department is a controlled access building in all aspects in all areas except for the lobby; the successful bidder will be certified to work in this environment under Criminal Justice Information Services (CJIS). Each person working inside the Police Department will need to provide:

1) Fingerprints for a FDLE level background check
2) Complete CJIS Security Awareness training under the supervision of the Police Department
3) An Email Address

The purpose of this project is to remove the existing Fire Alarm panel and replace it with a new Silent Knight Addressable Fire System with Emergency Voice System model SK-6820 XL. This work will include installation of the following:

1) 1 each SK-6820 XL – Silent Knight Addressable Fire System Panel
2) 3 each Fire Alarm Remote Voice Annunciators
3) 11 each pull stations
4) 2 each power supply expander
5) 9 each Heat Detectors
6) 102 each smoke detectors
7) 8 each Duct Detectors
8) 18 each Horn Strobes
9) 46 each Strobes
10) 1 each Water Flow Switch
11) 1 each Tamper Switch
12) 1 each 120v surge protector
13) 1 each document box. No proprietary hardware or software is to be used.

7. Minimum Qualifications

The City wishes to assess the respondent's experience with services that are like those defined within the Scope of Services associated with this solicitation. To familiarize the City with the applicable work experience, each respondent shall provide the following information that documents the respondent's qualifications.

The following minimum respondent qualifications have been established. Subject to the City's right to waive minor irregularities, Proposers that do not meet the mandatory minimum qualifications will be deemed non-responsive and will not be considered for further evaluation.

The proposer shall provide proof of the above minimum qualification by furnishing copies and or written documentation to substantiate meeting the requirements.

8. Method of Source Selection

The City is using the Competitive Sealed Proposal methodology of source selection for this procurement, as authorized by Resolution Ord. No. 33-2006, § 3, 9-1-06 establishing and adopting the City Purchasing Policy. Each proposal will be reviewed to determine if the proposal is responsive to the invitation to bid/proposal. Proposals deemed to be non-responsive may be rejected without being evaluated by the Purchasing & Contracts Manager.

A responsive proposal is one which has been signed and submitted by the specified Proposal deadline and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be reason to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this invitation to bid/proposal do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

9. Evaluation of Proposal Procedures

All responses will be subject to a review and evaluation process set forth in the Florida Statutes. It is the intent of the City that all respondents to this ITB who meet the requirements contained in this solicitation shall be ranked, at the City's sole and absolute discretion, in accordance with the criteria and factors established in these documents. The City will consider all responsive and responsible responses received in its evaluation and award process.

9.1. Evaluation Factors

The City's evaluation factors will include consideration of, but will not be limited to the following:

a. Responsiveness of the respondent to satisfy the requirements of this ITB, especially the Scope of Services and Minimum Qualifications set forth in Section V;
b. The ability, qualification, capability, experience and skill of the respondent to perform the contract;
c. The qualifications and performance data on file with the City, together with those that may be submitted by the respondent regarding the proposed project;
d. Adequacy and ability of personnel available to perform the scope of services;
e. Past record experience on similar projects;

f. Whether the respondent is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act;
g. Willingness to meet time and budget requirements of the City;
h. Location of the respondent's offices in relation to the City of Cocoa;
i. Recent, current, and projected (within next five years) workloads of the respondent;
j. The sufficiency of the financial resources and ability of the respondent to perform the contract or service;
k. Whether the respondent has performed similar contracts within the time and budget specified, without delay or interference;
l. The character, integrity, reputation, judgment, experience and efficiency of the respondent;
m. The quality of performance of previous contracts with the City or any other agency or company relevant to the scope of services and the minimum qualifications;
n. The previous and existing experience and compliance by the respondent with the laws and ordinances relating to the scope of services;
o. The number and scope of conditions attached to the response to this ITB; and
p. Responsiveness of client references;

The number, frequency, and outcome of any professional malpractice and other claims related to services rendered that are made against the respondent in any administrative, license, court, or other legal proceeding within the last five (5) years; and Such other information as may be secured by the City. In addition, should the organization be selected for competitive negotiations, the fairness, competitiveness, and reasonableness of the rates, fees, and charges offered by the organization to provide the services required by this ITB shall be an evaluation factor.

9.2. Other Applicable Criteria

The following represent additional mandatory criteria (See Section VII Affidavit):

a. The respondent is licensed to practice in Florida and said license is in good standing.
b. The respondent has no legal or professional conflict of interest about any other work performed by the respondent for the City of Cocoa or for any other person or entity or with respect to the scope of services required by this ITB.
c. The respondent adheres to the instructions and requirements in this ITB in preparing and submitting its' proposal.

10. Presentations (NOT APPLICABLE)

~~In general, the City wishes to avoid the expense to the City and to respondents of unnecessary oral presentations. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked respondent can be clearly identified by review of the written submittals alone, then the Purchasing & Contracts Manager shall schedule one or more of the top ranked firm(s) for presentations or interviews.~~

~~If the City chooses to conduct oral presentations/interviews with one or more of the respondents, the presentations will be held before the perspective Department and Project Manager(s) at a duly noticed meeting which will be open to the public. Minutes of the meeting will be prepared and the meeting may be tape recorded at the City's discretion. The following general guidelines will be used during the presentations:~~

~~The City will establish the presentation/interview schedule and respondents will be notified at least seven (7) calendar days in advance of the date, time and place of the presentations/interviews. Respondents are required to be available for the presentation or interview, and top members of the Respondent's team that will be working on and supervising the project is expected to be present and be available for questions.~~

~~Oral Presentations or Interviews will be recorded for public record. Should Oral Presentations be required, the City will attempt to allot equal time for each respondent divided into three sequential parts:~~

~~a. Introductory presentation by the Respondent;~~
~~b. Questions and Answers between members of the Project Manager(s) and the Respondent;~~
~~c. Brief closing remarks by the Respondent.~~

~~The time allotted for the presentation will be deemed the maximum time and no firm will be penalized for using less than the allotted time. The City reserves the right to go over the allotted time at any presentation to the extent that the Project Manager(s) deems it necessary to continue the question and answer period of the presentation related to Respondent's relevant qualifications and the criteria and factors set forth in the ITB.~~

~~Oral presentations or Interviews will provide an opportunity for key members of the Respondent's team to demonstrate their, and their firms, ability to communicate succinctly, efficiently, effectively, creatively, and economically about the requirements of this ITB, and to demonstrate that their skills, qualifications, and character are compatible and consistent with the City's requirements and objectives set out in this ITB.~~

~~After the presentations/interviews, the Project Manager(s) will deliberate and prepare a recommended ranking of the qualifications of the Respondents that presented based on the written proposals and the presentations. The deliberations and recommendation may not occur at the presentation/interview session and will likely occur at subsequently noticed meeting of the Purchasing & Contracts Manager.~~

~~The final ranking will be submitted to the City Council as a recommendation only. The City Council has the right to accept, reject, or modify the recommendation as it deems in the best interests of the City of Cocoa. The City Council will render, at its sole and absolute discretion, the final decision on the ranking received from the Project Manager(s) and the award of any and all contracts under this ITB. The City Council's decision shall constitute the final decision of the City of Cocoa regarding this ITB.~~

11. Instructions to Bid/Proposers

11.1. Submission of Proposals

Sealed bid/proposals shall be received at the time and place designated herein and then publicly opened and read aloud, for furnishing all materials, transportation, labor, equipment and performing all operations required for the completion of the work herein specified and instructed within the contract documents.

11.2. Submittal Requirements

Sealed bid/proposal submittals must be received in the City's Procurement Division no later than the date and time as specified herein. Bid/proposal submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bid/proposals delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid/proposal submittals delivered incorrectly or to the wrong address or location. No exceptions will be made. The decision to refuse to consider a

bid/proposal that was received beyond the date/time established in the solicitation shall not be the basis of a protest.

Bid/proposals will be opened at 3:00 p.m. on the same day in the Purchasing Division Office, Cocoa City Hall, 3rd floor conference room. Potential bid/proposers may obtain one (1) set of Bid/proposal Documents from Vendor Link at www.vendorlink.com.

Bid/proposal submittals shall be delivered to the below address in a sealed envelope or packaging material, plainly marked on the outside with the Bid/proposal Number, Title and opening date:

City of Cocoa
Attn: Purchasing Division
65 Stone Street
Cocoa, Florida 32922

If submitted by mail, the bid/proposal submittal shall be enclosed in a sealed envelope or packaging material addressed to the Procurement Division. Bid/proposals submitted by mail must be received by the Procurement Division by the time specified herein for the opening thereof.

a. 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 Procurement Division when the services of the USPS are used, a proposer 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.
b. 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 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 Procurement Division until the next business day.

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

Bid/proposers shall submit their proposal within a sealed envelope in DUPLICATE one (1) original and one (1) copy of the forms, in addition to one electronic copy of the submittal on a USB drive or CD furnished herewith. The blank spaces shall be filled in correctly for each form or agreement for which the Bid/proposal is tendered. The Proposer shall state the price, typewritten or written in ink.

Proposals must be submitted in the following format:

1) **Submitted proposal within 1-2" bound folder or binder.**
2) **Must have front Title Cover**
    - **Title of Bid/proposal**
    - **Organization Name**
    - **Date submitted**
    - **Points of Contact, Phone, Email, Fax**
3) **Must have table of contents depicting each mandatory section required for submittal.**
    - **Each section must be tabbed / labeled in the order of the Checklist for Sealed Bid/proposals contained herewith, Para 12 and sub-para 12.1.**
    - **All mandatory bid/proposal forms must be filed within tabbed sections, signed, dated and notarized as applicable.**

Pursuant to the requirements of Section 287.133, Florida Statues, pertaining to the sworn statement on Public Entity Crimes and the Convicted Contractor List, a statement is no longer required as part of the bid/proposal submittal; however, bid/proposers are subject to the provisions of Section 287.133, Florida Statutes, whereby the State maintains a convicted contractor listing which excludes those suppliers from bid/proposal submittal for a period of thirty-six (36) months. Potential vendors will be required to complete and submit a form, provided herein, acknowledging compliance with Section 287.087, Florida Statutes, and Drug-Free Workplace.

11.3. (Public Ad) City of Cocoa Invitation to Bid/Proposal Legal Notice

Notice is hereby given that the City of Cocoa Florida will accept Sealed Proposals in the form of one (1) original and one (1) copy, bound within a 1-2" binder and one (1) USB drive at the office of the Purchasing Division for the City of Cocoa, located at 65 Stone St., Cocoa, Florida 32922, until **3:00pm, June 18th, 2020** and will be publicly opened and read aloud at 3:00pm that same day, at Cocoa City Hall, in the 3rd floor conference room, for the following:

City of Cocoa – Police Department Fire Alarm Replacement
ITB # B-20-12-COC
Documents available on Vendor Link
May 18th, 2020

The City of Cocoa is seeking a contractor to remove and replace items related to the Fire Alarm System for the Police Department located at 1226 King Street, Cocoa, Florida 32922.

The purpose of this project is to remove the existing Fire Alarm panel and replace it with a new Silent Knight Addressable Fire System with Emergency Voice System model SK-6820 XL. This work will include: 3 each Voice Annunciators, 11 each pull stations, 2 each power supply expander, 9 each heat detectors, 102 each smoke detectors, 8 duct detectors, 18 each horn strobes, 46 each strobes, 1 each Water flow switch, 1 each tamper switch, 1 each 120v surge protector, and 1 each document box. No proprietary hardware or software is to be used.

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. Copies of all documents, including blank bid/proposal forms, may be obtained from DemandStar by visiting their web site at Vendor Link at www.vendorlink.com. You may contact the City of Cocoa Purchasing Division in person, by phone: (321) 433-8833, fax: (321) 433-8860, or by email: purchasing@cocoafl.org.

Small Business Set Asides (i.e. Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening. There is a 5% bid bond required commensurate of the total base bid. Liquidated Damages for this project are $964.00 daily charge per calendar day. The City of Cocoa supports local contractors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date the bid is submitted. P.O. Boxes shall not be considered a physical business address. The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

Publish in The Florida Today Public Newspaper on:
May 21st, 2020

11.4. Conditions

The City has developed a standard of conditions and will adhere to as such. The selected Contractor shall submit a signed copy of the contract attached with this document as a part of the bid/proposal submittal. Contract will become effective once City Council approves and authorizes the City Manager to execute said contract. A contract(s) resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City Contract. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor.

I. City's Right to Inspect

The City or its authorized Agent shall have the right to inspect the Contractor's facilities/project site during and after each work assignment the Contractor is performing.

II. Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. Copies of the required licenses must be submitted with the Proposal response indicating that the entity proposing, as well as the team assigned to the City account, is properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use. If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (321) 433-8633.

III. Principals/Collusion

By submission of this Proposal, the undersigned, as Proposer, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

IV. Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

V. Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

VI. Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

VII. Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

VIII. Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

IX. Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

X. Cone of Silence / Lobbying

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 Commission 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.

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

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

Bid/proposers, respondents, potential vendors, service providers, lobbyists, consultants, or contractor representatives shall not contact any City Commission 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.

XI. Interpretations and Questions

All questions and inquiries concerning procedural matters shall be directed to the Purchasing Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing Division, in writing, by the date stipulated in the tentative schedule herewith. It is the Bid/proposer'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 the response after opening or for subsequent protest of award.

Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Procurement Division. Any oral communications will not be authoritative and will not be binding on the City. It is the sole responsibility of the Proposer to contact the Purchasing Division prior to submitting a bid/proposal submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid/proposal submittal. Addenda will be available to all proposers and will be uploaded on DemandStar and available for download.

XII. Single Proposal

Each Proposer must submit, with their proposal, the required forms included in this ITB. Only one proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same ITB. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

XIII. Protest Procedures

Any appeal or protest to the Invitation to Bid shall be governed by the City of Cocoa's Purchasing Policies and Procedures.

XIV. Public Entity Crime

A person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a bid/proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid/proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bid/proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted contractor list.

XV. Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this solicitation document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

XVI. Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time;
b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to submitting bid/proposals, ITB, and/or quotes; and,
c. immediate termination of any contract held by the individual and/or firm for cause.

XVII. Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et. seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

XVIII. Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

XIX. Florida Public Records Act

All material submitted regarding this solicitation becomes the property of the City. ITB documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this ITB and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 and 119.0701 et. seq.

XX. Compliance with the ITB

Proposals must be in strict compliance with this ITB. Failure to comply with all provisions of the ITB may result in disqualification.

XXI. Acknowledgment of Insurance Requirements

By providing the Insurance Requirements included in this solicitation, Proposer acknowledges these conditions include Insurance Requirements. It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection. Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's offer. The specific insurance requirements for this solicitation are included as part of this solicitation.

XXII. Acknowledgment of Bonding Requirements

By signing the Proposal, the Proposer acknowledges that they have read and understand the bonding requirements for this Proposal. Requirements for this solicitation are provided.

A Bid Bond is required and shall be submitted with Bid/proposal response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk in a sum equal to **5%** of the total base cost of the proposal. All checks shall be made payable to the City of Cocoa on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award.

Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond.

The Bid Bonds of the three (3) highest ranked proposers shall be held until the contract has been executed by the successful proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective proposers. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date.

No Bid/Proposals including alternates shall be withdrawn within one hundred and eighty (180) days after the Bid/Proposal closing date thereof. If a Bid/Proposal is not accepted within said time period, it shall be deemed rejected and the Bid Bond shall be released to the proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful proposer said alternates at a later time and approved by the Finance Director or designee, and the successful proposer. In lieu of a bid bond, the City will agree to increase the retainage withholding percentage to 20% versus the 10% standard.

XXIII. Performance and Payment Bond

Bonds shall be submitted with the executed contract by proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the proposer receiving an award.

The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than $500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety. All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

Bonds shall be written to City of Cocoa and provided to the Purchasing Division for record.

12. Checklist for Sealed Bid/Proposal

12.1. Preparation of Bid/Proposals

a. Bid/Proposers are expected to examine this bid/proposal form, attached drawings, specifications, if any and all instructions. Failure to do so will be at the Bid/Proposer's risk.
b. All prices and notations must be in ink or typewritten. No erasure marks permitted. Mistakes may be crossed out and corrections inserted adjacent and must be initialed and dated in ink by person signing bid/proposal. All bid/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
c. Each proposer shall furnish the information required on the Original City of Cocoa's bid/proposal forms and each accompanying sheet thereof, on which he/she makes an entry.
d. Unit price for each unit bid/proposal shall be shown. A total shall be entered in the amount column for each item bid/proposal. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.
e. The official clock to be used for submitting any bid/proposal documents is located at the City Hall's lobby. Submittal time for this bid/proposal expires at **3:00 p.m**. on the date stated in these documents.

Bid/Proposers are cautioned to please check their bid/proposal very carefully, using the following Checklist:

Insert	Description
Yes □ No □	Bid/proposal envelope prepared as specified (Sealed)
Yes □ No □	It is the bid/proposer's responsibility to obtain and acknowledge all such addenda's and incorporate that information into the bid/proposal response. Updates to this solicitation are available on Demand Star at www.demandstar.com or Vendor Link at www.vendorlink.com.
Yes □ No □	Submitted in Duplicate as requested one (1) Original, (1) Copy and (1) USB Drive.
	SECTION 100 – MANDATORY BID/PROPOSAL FORMS (Failure to submit required forms will result in disqualification)
Yes □ No □	Section 100.1 Invitation to Bid/Propose
Yes □ No □	Section 100.2 Scrutinized Company Certification
Yes □ No □	Section 100.3 Certification A (Debarment, suspension and other responsibility matters – Primary Covered Transactions)
Yes □ No □	Section 100.4 Certification B (Debarment, suspension, ineligibility and voluntary exclusions – Lower Tier Covered Transactions)
Yes □ No □	Section 100.5 Bid/Proposer's Certification
Yes □ No □	Section 100.6 Bid/Proposal Form/Schedule of Unit Pricing
Yes □ No □	Section 100.7 Bid/Proposal Form Worksheet
Yes □ No □	Section 100.8 Addendum Acknowledgement
Yes □ No □	Section 100.9 Bid Bond
Yes □ No □	Section 100.10 Business References
Yes □ No □	Section 100.11 Statement of Qualifications
Yes □ No □	Section 100.12 Listing of Subcontractors
Yes □ No □	Section 100.13 Non-Collusion Affidavit
Yes □ No □	Section 100.14 Drug free workplace certification signed

Yes □ No □	Section 100.15 Conflict of Interest Statement
Yes □ No □	Section 100.16 Public Records Act – F.S. §119
SECTION 200 – POST AWARD FORMS (Must be completed within 10 business days from date of award notification)	
Yes □ No □	Section 200.1 Notification of Award
Yes □ No □	Section 200.2 Form of Agreement
Yes □ No □	Section 200.3 Corporate Principle Certificate
Yes □ No □	Section 200.4 Certificate of Insurance Liability
Yes □ No □	Section 200.5 Certificate of Insurance for Worker's Compensation
Yes □ No □	Section 200.6 Affidavit Regarding Worker's Compensation
Yes □ No □	Section 200.7 Performance Payment Bond
Yes □ No □	Section 200.8 Notification to Proceed
SECTION 300 – POST WORK COMPLETION (Forms required upon completion of work or services)	
Yes □ No □	Section 300.1 Receipt and Release of Liens
Yes □ No □	Section 300.2 Consent of Surety for Final Payment
Yes □ No □	Section 300.3 Contractor Performance Evaluation
SECTION 400 – SPECIAL DISASTER RELIEF AND RECOVERY PROVISIONS (Projects assisted by Federal Financial Assistance Programs must complete this section or bid will be disqualified)	
Yes □ No □	Section 400.1 Special Disaster Relief and Recovery Provisions
	SECTION 500 – NO BID/PROPOSAL RESPONSE (Request completion if ITB is received and no intent to bid/propose)
Yes □ No □	Section 500.1 No Bid / Proposal Response

12.2. Proposer / Respondent Checklist

Important: Please review, read carefully, sign all required forms and agreements indicated within the aforementioned checklist and return with the Proposal. The Bid/Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Late proposals will not be considered.)

Proposer should check off each of the following items as the necessary action is completed:

- □ Are all mandatory forms accurately completed, signed, notarized, filed as instructed?
- □ Has the proposer provided an Original, Copy and USB file copy of the proposal?
- □ Is the mailing envelope properly addressed to?

Purchasing Division
City of Cocoa
65 Stone Street, Suite 303
Cocoa, Florida 32922

- Is the mailing envelope sealed and marked with?

ITB No. B-20-12-COC
Title: City of Cocoa – Police Department Fire Alarm Replacement
Due Date: June 18th, 2020 @ 3:00 pm

12.3. Questions, Discrepancies or Omissions

In case a proposer finds a document discrepancy or omission or is in doubt as to the meaning of any document, he/she should immediately notify the Office of the Purchasing Manager, 65 Stone St., Cocoa, Florida 32922, Phone: (321) 433-8833. Written instructions, in the form of an addendum, will then be issued to all Bid/Proposers that have received a Bid/Proposal Package. Should you have any technical or questions or questions about how to submit the bid/proposal, please contact Heath Hancher at (321) 433-8833 or email at **hhancher@cocoafl.org.**

SECTION 100 - Mandatory Bid/Proposal Forms

(Mandatory forms to be submitted with proposal, failure to submit forms will disqualify proposer from ITB)

City of Cocoa – Police Department

Fire Alarm Replacement

ITB # B-20-12-COC

MAY 13, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

Section 100.1 Invitation to Bid/Proposal

SUBMIT BID/PROPOSAL TO: CITY OF COCOA FINANCE DEPARTMENT PURCHASING DIVISION 65 Stone St. COCOA, FLORIDA 32922 Third Floor PH: 321-433-8833		INVITATION TO BID/PROPOSAL Bid/Proposal Holder Acknowledgement FORM NO. 00019	
	BUYER: Heath Hancher	TELEPHONE #: 321-433-8833	FAX #: 321-433-8860

MAILING DATE: June 12, 2020	BID/PROPOSAL TITLE: **PD Fire Alarm Replacement**	BID/PROPOSAL NUMBER: B-20-12-COC
BID/PROPOSAL SUBMITTAL DATE AND TIME: **3:00pm** **June 18th, 2020**	BID/PROPOSAL OPENING TIME AND LOCATION: 3:00 p.m. Purchasing Division Office, Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor, Room 311	**Bid/proposals Received After Submittal Date and Time Will Not Be Accepted.**

PRE BID/PROPOSAL LOCATION: A pre-bid meeting is *required* using recommended CDC social distancing and PPE (personal protective equipment) measures at 1226 King Street, Cocoa, Florida 32922.	TIME 10:00 AM	DATE: May 29th, 2020

PROPOSERNAME:	
MAILING ADDRESS:	
CITY-STATE-ZIP:	
EMAIL ADDRESS:	TELEPHONE NO: FAX NO:
AUTHORIZED SIGNATURE (MANUAL):	TITLE:
TYPED/PRINTED NAME:	DATE:

BID/PROPOSALDER'S CERTIFICATION

I certify that I have carefully examined the instructions to Bid/Proposal holder/general Conditions, Invitation to Bid/Proposal, Specification, and any other documents accompanying or made a part of this Invitation. I Further certify that all information contained in this bid/proposal is truthful to the best of my knowledge and belief and that I am duly authorized to submit this bid/proposal on behalf of the vendor/contractor and that the vendor/contractor is ready, willing, and able to perform if awarded the bid/proposal.

In compliance with this Invitation to Bid/proposal, and subject to all conditions herein, I hereby offer and agree to furnish the goods and /or services specified in the Invitation at the prices or rates quoted in my bid/proposal, including the following:

Bid/proposal prices will remain firm for a period of ninety (90) days in order to allow the City adequate time to evaluate the bid/proposals.

REASON FOR NO BID/PROPOSAL (Check all boxes that apply): □ Not enough bid/proposal response time □ Specification unclear □ Our company does not handle this item/service □ Our company does not submit bid/proposals to Municipalities □ Other: (please explain)	Method bid/proposal holder was informed (check appropriate box): □ Received invitation by direct mail □ Viewed bid/proposal posting on Internet home page □ Read legal ad in newspaper □ Viewed through bid/proposal reporting service □ Other: (please explain)

The City of Cocoa reserves the right to reject any or all bid/proposals / proposals or any portion thereof, with or without cause, to waive technical errors and informalities and to accept the bid/proposals / proposals which, in its' judgement, best serves the city. **Return this form with the required Bid/proposal submittal document as required.**

a. Bid/Proposal Terms & Explanation

a. SUBMISSION OF BID/PROPOSAL: All bid/proposals shall be submitted in a sealed envelope. The bid/proposal number, title and opening date shall be clearly displayed on the outside in the left-hand corner of the sealed envelope. The delivery of the said bid/proposal to the City of Cocoa Purchasing Department prior to the specified submittal date and time is solely and strictly the responsibility of the bid/proposal. Any bid/proposal received in the Purchasing Department after the specified date and time will not be accepted.

b. EXECUTION OF BID/PROPOSAL: Bid/Proposal must contain a manual signature of authorized representative in the spaces(s) provided. Bid/Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bid/proposal to any bid/proposal must be initialed. The company name and F.E.I.D. Number shall appear in space(s) provided.

c. BID/PROPOSAL OPENING: Bid/Proposal opening shall be public on the date and time specified. Bid/proposals must be submitted on forms or exact copy thereof, provided by the City of Cocoa. No other forms will be accepted. No bid/proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

d. BID/PROPOSAL TABULATION: Any proposer wishing to receive a copy of the bid/proposal tabulation is required to enclose a self-addressed envelope identified in the left-hand corner bid/proposal tabulation response.

e. CLARIFICATION/CORRECTION OF BID/PROPOSAL ENTRY: The City of Cocoa reserves the right to allow for the clarification to questionable entries and for the correction of OBVIOUS MISTAKES.

f. INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the designated buyer. Those interpretations which may affect the eventual outcome of this bid/proposal will be furnished in writing to all prospective bid/proposal holders. No interpretation shall be considered binding unless provided in writing by the designated buyer of the City of Cocoa. **Question cut-off date is June 5th, 2020 at 5:00pm.**

g. PRICING: Firm prices shall be bid/proposal and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Cocoa to secure area or inside delivery.

h. ADDITIONAL TERMS & CONDITIONS: The City of Cocoa reserves the right to reject bid/proposals containing any additional terms or conditions not specifically requested in the original specifications.

i. TAXES: The City of Cocoa is exempt from Federal Excise Taxes and all sales taxes. The City of Cocoa tax number is 15-04-048758-54C.

j. DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest new cost for the bid/proposal evaluation purposes.

k. MEETS SPECIFICATIONS: All equipment and accessories furnished under these specifications shall be new, the latest model in current productions, and shall be of good quality, workmanship and material. The proposer represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

l. BRAND NAMES: If items called by this initiation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bid/proposals/proposals offering "equal" products will be considered for award if such products are clearly identified in the bid/proposal and are determined by the City of Cocoa to meet fully the salient characteristic requirements listed in the specifications.

m. Unless the proposer clearly indicates in his bid/proposal that he is offering an "equal" product, the bid/proposal shall be considered as offering the same brand product referenced in the specification.

n. If the proposer proposes to furnish an "equal" product, the brand name, if any of the product shall be otherwise clearly identified. The evaluation of bid/proposals/proposals and the determination as to equality of the product offered shall be the sole responsibility of the City of Cocoa and will be based on information furnished by the proposer. The Purchasing Department is not responsible for locating or securing any information which is not identified in the bid/proposal and reasonably available to the Purchasing Department. To ensure that sufficient information is available the proposer shall furnish as a part of the bid/proposal any descriptive material necessary for the buyer to determine whether the product offered meets the specification, establish exactly what the proposer proposes to furnish and what the City of Cocoa would be bid/proposing itself to purchase by making an award.

o. SILENCE OF SPECIFICATIONS: The apparent silence of this specification and any supplemental specifications as to any details or the omission from same of any detailed descriptions concerning any point shall be regarded as meaning that only the best commercial practices as to correct type, size and design are to be used. All workmanship is to be first quality. All interpretation of this specification shall be made upon the basis of this statement.

p. ASSIGNMENT: Any purchase order issued pursuant to this bid/proposal and the monies which many become due hereunder are not assignable except with prior written approval of the City Manager.

q. LIABILITY: The supplier shall hold and save the City of Cocoa, its officers, agents and employees harmless against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.

r. PATENTS AND ROYALTIES: The proposer, without exception, shall indemnify and save the City of Cocoa and its employees from liability of any nature or kind, including cost and expense for or on account of any copyright, patent, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Cocoa. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid/proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

s. TRANING: Unless otherwise specified supplier(s) may be required at the convenience of and at no expense to the City of Cocoa to provide training to the City employees in the operation and maintenance of any item(s) purchased from this bid/proposal/proposal.

t. ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items and items not

delivered as per delivery date in bid/proposal and /or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violation of the stipulations may also result in the vendor's name being removed from the proposers list.

u. SAFETY WARRANTY: The selling dealer, distributor, supplier and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations and law concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

v. WARRANTY: The proposer agrees that, unless otherwise specified, the supplies and/or services furnished under this bid/proposal shall be covered by the most favorable commercial warranty the proposer gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein addition to and do not limit any rights afforded to the City of Cocoa by any other provision of this bid/proposal/proposal.

w. AWARDS: As the best interest of the City of Cocoa may require, the right is reserved to make award(s) by individual item, group of items, all or none, on a city-wide bases with one or more suppliers; to reject any and all bid/proposals or waive any minor irregularity or technicality in bid/proposals received. Proposers are cautioned to make no assumptions unless their bid/proposal has been evaluated as being responsive. All awards made as a result of this bid/proposal shall conform to applicable ordinances of the City of Cocoa.

x. All City of Cocoa permit fees are waived; contractor will be responsible for all State and County permit and impact fees.

y. DEFINITIONS:

I. BID/PROPOSALDER: The term BID/PROPOSALDER, used herein, refers to the dealer/manufacturer/business organization submitting a bid/proposal to the City of Cocoa in response to this invitation.

II. VENDOR: The term VENDOR, used herein, refers to the dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid/proposal/proposal.

I have read, understand and acknowledge the Terms and Explanations defined herewith.

_____	_____	_____
(Print Name & Title)	**(Signature)**	**(Date)**

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.2 Scrutinized Company Certification

Florida Statutes, Sections 287.135 and 215.473

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid/proposal 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 bid/proposal 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/proposal 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.

THIS CERTIFICATION FORM MUST BE COMPELTED AND INCLUDED IN THE BID/PROPOSAL RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER THE BID/PROPOSAL SUBMITTAL NON-RESPONSIVE.

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
c. For contracts of one million dollars are more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and
d. If awarded the Contract, the Vendor, owners, or principals will immediately notify the City in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

(Authorized Signature) _____

(Printed Name and Title) _____

(Name of Vendor) _____

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known
Or
Produced Identification

_____

Notary Public

Print Name: _____

My Commission expires:

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.3 Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
   b. Have not within a three-year period preceding this proposal, 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 a 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 for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
   d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary

participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Applicant:	Date:
Signature of Authorized Certifying Official:	Title:

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.4 Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:	Date:
Signature of Authorized Certifying Official:	Title:

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.5 Bid/Proposer Certification

1) I have carefully examined the Invitation to Bid/Proposal, Instructions to Proposers, General and/or Special Conditions, Vendor'' Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation;
2) I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quote in my bid/proposal. I agree that my bid/proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate all bid/proposals;
3) I agree to a bid/proposal by all condition of this bid/proposal and understand that a background investigation may be conducted by the City of Cocoa;
4) I certify that all information contained in this bid/proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid/proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid/proposal;
5) I further certify, under oath, that this bid/proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid/proposal for the same product or service; no officer, employee or agent of the City of Cocoa or of any other proposers interested in said bid/proposal; and that the undersigned executed this Bid/Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____	_____	_____
(Authorized Signature)	Name of Business	Phone & Fax Number
_____	_____	_____
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification

Notary Public: _____

Print Name: _____

My Commission expires: _____

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.6 Bid/Proposal Form & Schedule of Unit Pricing

Proposal of _____

(Name)

_____

(Address)

To provide The City of Cocoa – Police Department Fire Alarm Replacement

ITB # B-20-12-COC.

TO: Purchasing & Contracts Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Proposers:

The undersigned Proposer has carefully examined the scope of work and is familiar with the nature and extent of the services required. The undersigned agrees to do all the work called for by said specified services in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

	Base	Alternate	
+ Total (in numbers)	$ $ $ $		
= TOTAL BASE & ALTERNATE BID/PROPOSAL/PROPOSAL			

_____

(Grand Total Written in words)

The above amounts include salary cost, fringe benefits, overhead, operating margin and profit, all direct and indirect expenses. Please include above any other potential additional services that may be required and associated costs. (Attach the hourly and expense schedule for any additional work outside of the required scope of services)

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.7 Bid/Proposal Form Worksheet

Proposer acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of bid/proposals. Final payment for all Unit Price Bid/Proposal items will be based on actual quantities, determined as provided to complete the project as indicated in the contract documents.

Line Item	Item Description	Quantity	Unit of Issue	Unit Price	Extended Price	Remarks
1	Silent Knight Addressable Fire System Panel (SK-6820 XL)	01	EA			
2	Fire Alarm Remote Voice Annunciators	03	EA			
3	Pull Stations	11	EA			
4	Power Supply Expander	02	EA			
5	Heat Detectors	09	EA			
6	Smoke Detectors	102	EA			
7	Duct Detectors	08	EA			
8	Horn Strobes	18	EA			
9	Strobes	46	EA			
10	Water Flow Switch	01	EA			
11	Tamper Switch	01	EA			
12	120v Surge Protector	01	EA			
13	Document Box	01	EA			No proprietary hardware or software is to be used.
		Total Bid				

Table 2 Bid Form

Failure to complete the above will result in the bid/proposal being declared non-responsive.

Section 100.8 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.

Bid/Proposer Contractor Name:

_____

Mailing Address:

_____

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

_____ _____ FEIN:_____

Authorized Signatory Printed Name

_____ _____

Title Date

Failure to complete the above will result in the bid/proposal being declared non-responsive.

Section 100.9 Bid Bond

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned, _____ Full name and address or legal title of contractor_____ as Principal, and _____ Full name and address or legal title of Surety _____ of the City of COCOA State of Florida, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the CITY OF COCOA hereinafter called the Obligee, in the sum of _____ Dollars ($_____) Lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Proposal or **ITB # B-20-12-COC**, for the performance of:

City of Cocoa – Police Department Fire Alarm Replacement

NOW, THEREFORE, if the Principal shall not withdraw said Bid within city ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 2_____, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____
(Principal) (Seal)

_____ _____
(Witness) (Title)

_____
(Address)

_____
(Surety) (Seal)

_____ _____
(Witness) (Title)

_____
(Address)

Section 100.10 Business References

Proposer shall submit as a part of the bid/proposal package, three (3) business references. The Proposer must include name of the business, address, contact person, and telephone number. This list of references must be of similar nature and size preferably governmental/Municipalities.

Reference 1

Business Name	
Address	
Telephone Number	
Contact Person	

Reference 2

Business Name	
Address	
Telephone Number	
Contact Person	

Reference 3

Business Name	
Address	
Telephone Number	
Contact Person	

Optional Reference

Business Name	
Address	
Telephone Number	
Contact Person	

Failure to complete the above will result in the bid/proposal being declared non-responsive.

Section 100.11 Statement of Bid/Proposer's Qualifications

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The proposer may submit any additional information he desires.

a. Name of Bid/Proposer: _____

b. Permanent main office address: _____

c. When organized (Month/Year): _____

d. If a corporation, where incorporate (State): _____

e. How many years has business been engaged in the contracting business under the present firm or doing business as (DBA): _____

f. Past Performance (List past contracts of similar value and work previously awarded):

Contract Name	Contract No.	Customer	Value	Pop (Period of Performance)	Completion Date or On-Going

g. General scope of services company provides:

h. Has business ever failed to complete any work awarded? Yes ☐ No ☐
If yes, please specify cause and resolution:

i. Has business ever defaulted on a contract? Yes ☐ No ☐
If yes, please specify cause:

j. Provide an example of similar services in type to this project.
(Briefly describe scope of work, timeline, milestones and challenges)

k. Background and experience of the principal stakeholders and project managers assigned to this project.

Name	Position	Role in Project	Background	Years' Experience

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Cocoa in verification of the recitals comprising this Statement of Bid/Proposer's Qualifications.

_____	_____	_____
(Authorized Signature)	Name of Business	Phone & Fax Number
_____	_____	
(Printed Name and Title)	Business Mailing Address City, State, Zip	

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known
Or
Produced Identification

Notary Public: _____
Print Name: _____

My Commission expires: _____

Failure to complete the above will result in the bid/proposal being declared non-responsive.

Section 100.12 Listing of Subcontractors

The Proposer states that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bid/proposer shall not substitute subcontractors without approval from the Department Director.

Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.
Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.

Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.
Business name, address, phone, primary and alternate point of contact, email	**References**
Name:	1.
Address:	2.
City:	
State: zip:	
Phone: Primary POC: Alternate POC: Email:	3.

Failure to complete the above will result in the bid/proposal being declared non-responsive.

Section 100.13 Non-Collusion Affidavit of Bid/Proposer

State of Florida

County of _____ , being first duly sworn, deposes and says that:

He / She is _____ of _____, the Proposer that has submitted the attached Bid/Proposal;

He / She is fully informed respecting the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances respecting such Bid/Proposal;

Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal;

Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham Bid/Proposal in connection with the contract for which the attached Bid/Proposal has been submitted or to refrain from bid/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Bid/Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Bid/Proposal price or the Bid/Proposal price of any other Proposers , or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Cocoa or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owner's employees, or parties in interest, including this affiant.

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known
Or
Produced Identification

Notary Public: _____

Print Name: _____

My Commission expires: _____

Failure to complete the above will result in the bid/proposal being declared non-responsive.

Section 100.14 Drug Free Workplace Certification

In accordance with Florida Statues 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bid/proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing the bid/proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

a. Publish a statement notifying employees that the unlawful manufacture, distribution, Dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
b. Inform employees about the danger of drug abuse in the workplace, the business's policy 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/proposal a copy of the statement specified in subsection (1).
d. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, 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 contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____	_____
(Company)	(Print Name & Title)
_____	_____
(Signature)	(Date)

Failure to complete the above will result in the bid/proposal being declared non-responsive.

Section 100.15 Conflict of Interest Statement

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

I am the _____ Of _____ with a local office in

_____ and principal office in _____.
City and State City and State

The above-named entity is submitting an ITB for the City of Cocoa described as:

City of Cocoa

ITB # B-20-12-COC

Police Department Fire Alarm Replacement

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge and thereof the following;

a. The Affiant states that only one submittal for the above bid/proposal is being submitted and that the above-named entity has no financial interest in other entities submitting bid/proposals for the same project.

b. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid/proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

c. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

d. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

e. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Cocoa.

f. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Cocoa.

g. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Cocoa.

_____	_____	_____
(Authorized Signature)	Name of Business	Phone & Fax Number
_____	_____	_____
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known
Or
Produced Identification

Notary Public: _____

Print Name: _____

My Commission expires: _____

Failure to complete the above will result in the bid/proposal being declared non-responsive.

Section 100.16 Public Records – Florida Statute §119

The City of Cocoa is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

a. Keep and maintain public records required by the City in order to perform the service;
b. Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
c. 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 contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, 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 service. If the Contractor transfers all public records to the City upon completion of the contract, 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 contract, 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 that is compatible with the information technology systems of the City.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City Clerk. The Contractor agrees to make available to the City Clerk, during normal business hours and in Brevard County, all books of account, reports and records relating to this contract.

If the contractor has questions regarding the application of Chapter 119, Florida Statute, to the contractors' duty to provide public records to this contract, contact the custodian of public records at:

City of Cocoa
Attn: City Clerk's Office
65 Stone Street, City Hall
Cocoa, Florida 32922
cityclerk@cocoafl.org

_____
(Print Name & Title)

_____
(Signature & Date)

Failure to complete the above will result in the bid/proposal being declared non-responsive.

Signature acknowledges receipt and understanding of this form.

SECTION 200 - Post Award Forms

(Forms required within 10 business days from date of official award notification.)

City of Cocoa – Police Department

Fire Alarm Replacement

ITB # B-20-12-COC

MAY 13, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF AWARD

Department: Public Works Department – City of Cocoa	Division:
Bid/Proposal / ITB / ITB #: **PD Fire Alarm Replacement** **B-20-12-COC**	Project #
Awarded To:	Scope of Work or Services: The purpose of this project is to remove the existing Fire Alarm panel and replace it with a new Silent Knight Addressable Fire System with Emergency Voice System model SK-6820 XL. This work will include: 3 each Voice Annunciators, 11 each pull stations, 2 each power supply expander, 9 each heat detectors, 102 each smoke detectors, 8 duct detectors, 18 each horn strobes, 46 each strobes, 1 each Water flow switch, 1 each tamper switch, 1 each 120v surge protector, and 1 each document box. No proprietary hardware or software is to be used.
Address / City / State / Zip:	Phone / Fax #'s:
Purchase / Contract Amount:	Date of Recommended Award:
Date of Contractor Acknowledgement:	Date of City Council Approval:
Title / Position (Print)	Purchasing & Contracts Manager (Print):
Signature:	Signature:

Please complete the information required above.
Return the Notification of Award to the Purchasing Division when completed.
Thank you for the cooperation

Section 200.2 Form of Agreement

This Agreement made and entered into on the _____ day of _____, 20____ by and between _____ _____ , authorized and duly licensed to do business in the State of Florida, hereinafter called the Contractor, with an address of _____, and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City, with an address of 65 Stone Street, Cocoa, Florida 32922.
Witnessed that the Contractor and the City, for the Consideration herein-after named, agree as follows:

ARTICLE I. AGREEMENT.

The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid City of Cocoa – Police Department Fire Alarm Replacement **(ITB # B-20-12-COC),** and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

ARTICLE II. COMMENCEMENT AND COMPLETION OF WORK.

The Contractor will be required to commence work under this contract within _____ calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and substantially complete the work within **30** days and totally complete all work in its entirety within **45** days of Notice to Proceed or Purchase Order, (See Table 1 – Project Timeline). The City anticipates issuing the Notice to Proceed by ____. The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of five hundred dollars **($500.00)** per calendar day. All provisions regarding Contract Time are essential to the performance of this Contract. The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

ARTICLE III. CONTRACT SUM.

For Services rendered, the CITY shall pay the CONTRACTOR for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

_____	$ _____
(Written in Words)	(In Numerical Figures)

The CONTRACTOR agrees to accept the contract price as full compensation for performing all work, furnishing all materials, and performing all work embraced in the contract documents.

The Contractor acknowledges that Contractor studied, considered, and included in Contractor 's Total Bid all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

The Contractor acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by Contractor.

1) In addition to the acknowledgments previously made, the Contractor acknowledges that the Contractor 's Total Bid (original Contract Price) specifically considered and relied upon Contractor 's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.
2) The Contractor acknowledges that Contractor 's Total Bid (original Contract Price) considered and included all of Contractor 's costs relating to Contractor 's responsibilities to coordinate and sequence the Work of the Contractor with the work of the City, if any, with its own forces, the work of other contractors, if any, and the work of others at the Project site.

Payments will be made to the Contractor for actual quantities installed based on the Schedule of Unit Prices included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price Work, the Contract Price stated in the Agreement will include for all Unit Price Work an amount equal to the sum of the Unit Prices for each item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by Contractor to be adequate to cover all costs, including supplemental and administrative costs, and profit.

ARTICLE IV. PERFORMANCE AND PAYMENT BOND.

The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ _____ with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

ARTICLE V. PROGRESS PAYMENTS.

Partial payments calculated from materials stored on the job site and completed work in place and acceptable to the City at the unit bid prices will be made in accordance with the Florida Prompt Pay Act, Chapter 218, Part VII, Florida Statutes. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices will be utilized for pay purposes. Ten percent (10%) of the amount due and payable to the Contractor will be retained from each month's partial payment.

The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. City shall make final payment to Contractor within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until Contractor has delivered to City a complete release of liens arising out the contract, or receipt releases of lien fully covering all labor, materials and equipment for which a lien could be filed as provided in Article VIII below.

Also, the contractor shall: (1) provide satisfactory evidence that it has acquired title to the materials that it has been paid for and that the material will be used to perform this contract, and (2) provide a Consent of Surety for the progress payments.

Progress payments may be withheld if:

a. Work is found defective and not remedied;
b. Contractor does not make prompt and proper payments to subcontractors;
c. Contractor does not make prompts and proper payments for labor, materials, or equipment furnished him;
d. Another contractor is damaged by an act for which Contractor is responsible;
e. Claims or liens are filed on the job; or
f. In the opinion of the City that Contractor's work is not progressing satisfactorily.

Further, City may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if Contractor is behind schedule and it is anticipated by City that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the City's discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to Contractor in the next Progress Payment following the City's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by the General Conditions.

By making payments City does not waive claims including but not limited to those relating to:

a. Faulty work appearing after substantial completion has been granted;
b. Work that does not comply with the Contract Documents:
c. Outstanding claims of liens; or
d. Failure of Contractor to comply with any special guarantees required by the Contract Documents.

ARTICLE VI. REIMBURSABLE EXPENSES. NOT APPLICABLE

~~"Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Financial Operating Manual.~~

ARTICLE VII. ACCEPTANCE AND FINAL PAYMENT.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within thirty (30) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

ARTICLE VIII. CONTRACT DOCUMENTS.

The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. In case of any inconsistency in any of the documents bearing on the Agreement between the City and the Contractor, the inconsistency shall be resolved by giving precedence in the following order:

a. Agreement Exhibits and Addenda
b. Change Orders
c. Supplemental Terms and Conditions
d. General Terms and Conditions
e. Engineering Plans and Drawings
f. Contractor's Bid Submittal
g. [OTHER]

At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the City at its sole discretion will interpret the intent of the Contract Documents and the Contractor hereby agrees to abide by the City's interpretation and agrees to carry out the work in accordance with the decision of the City.

ARTICLE IX. LIBILITY INSURANCE.

A. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

B. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

C. AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

D. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

E. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

F. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.
It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.
However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then the exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

G. COMPREHENSIVE BUILDER RISK INSURANCE:

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk

insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

H. DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the contractor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

ARTICLE X. ATTORNEY FEES AND COSTS.

Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

ARTICLE XI. RIGHTS AT LAW RETAINED.

The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

ARTICLE XII. CONTROLLING LAW, VENUE, ATTORNEY'S FEES.

This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Brevard, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

ARTICLE XIII. FULLY NEGOTIATED AGREEMENT.

This agreement has been fully negotiated in an arm's length transactions and neither party has been coerced in any manner to execute this agreement. Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

ARTICLE XIV. SEVERABILITY.

If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

ARTICLE XV. VENUE AND GOVERNING LAW.

The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. Venue for any federal action or litigation shall be Orlando, Florida. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

ARTICLE XVI. MODFICATIONS TO AGREEMENT.

This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

ARTICLE XVII. NOTICES.

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Carie Shealy
City Clerk – City of Cocoa
65 Stone Street
Cocoa, FL 32922

For Contractor:

(Company)
(Address)
(City, State, Zip)
(Phone)

ARTICLE XVIII. BINDING EFFECT.

This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

ARTICLE XIX. WAIVER.

Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

ARTICLE XX. WAIVER OF JURY TRIAL.

The City and consultants have specifically waived the right to a jury trial concerning any disputes, which may arise concerning this agreement.

ARTICLE XXI. NON-WAIVER.

No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONTRACTOR's duties and obligations hereunder. ITB # B-20-12-COC, City of Cocoa – Police Department Fire Alarm Replacement.

ARTICLE XXII. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, Contractor shall be considered an independent contractor and not an employee of the City.

ARTICLE XXIII. CHANGE ORDERS.

Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to the Contractor performing, or not performing, the work specified in the change order.

ARTICLE XXIV. SOVEREIGN IMMUNITY.

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.

Contractor 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.

ARTICLE XXV. DEFAULT BY CONTRACTOR.

The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the 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 seven (7) calendar days, in which case the Contractor promptly takes and diligently pursues such action as are necessary therefore; or
b. Contractor is adjudicated bankrupt or makes any assignment for the benefit of creditors; or Contractor becomes insolvent, or is unable or unwilling to pay its debts; or
c. Contractor has acted negligently, as defined by general and applicable law, in performing the services hereunder; or
d. Contractor has committed any act of fraud upon the City; or
e. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

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

ARTICLE XXVI. TERMINATION.

Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if:

a. Contractor is in default pursuant to Article 20, Default by Contractor;
b. Contractor makes a general assignment for the benefit of its creditors;
c. Contractor fails to comply with any condition or provision of this Agreement; or
d. Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement.

This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

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

ARTICLE XXVII. INDEMNIFICATION.

To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the City and the State of Florida, Department of Transportation, including the City and Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating

to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, subcontractors, or independent contractors, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties.

The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included this indemnification provided herein.

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

ARTICLE XXVIII. COPORATE REPRESENTATIONS BY CONTRACTOR.

Contractor hereby represents and warrants to the City the following:

a. Contractor is duly registered 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 the Agreement.
b. The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

ARTICLE XXVIX. NO JOINT VENTURE.

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

ARTICLE XXX. THIRD PARTY RIGHT.

Nothing in this Agreement shall be constructed to give any rights or benefits to anyone other than City and Contractor.

ARTICLE XXXI. ASSIGNMENT.

a. Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any Moines due or to become due hereunder without the prior, written consent of City.
b. If upon receiving written approval from city, any part of this Agreement is subcontracted by Contractor, Contractor shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
c. If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor who shall take immediate steps to remedy the situation.
d. If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any work by the subcontractor, Contractor shall require the subcontractor to provide city and its affiliates with insurance coverage as set forth by the City.

ARTICLE XXXII. DESIGNATION OF PROJECT MANAGER.

a. **General Administration of Contract**. The primary function of the City is to provide the general administration of the contract. In performance of these duties and responsibilities, the authorized representative is the designated City Project Manager during the entire period of construction. The City may change the Project Manager during the term of this contract.
b. **Inspections, Opinions, and Progress Reports.** The City shall be kept familiar with the progress and quality of the work by Contractor and may make periodic visits to the work site. The City will not be responsible for the means of construction, or for the sequences, methods, and procedures used therein, or for the Contractor 's failure to perform the work in accordance with the Contract Documents.
c. **Access to Worksite for Inspections.** The City shall always be given free access to the worksite during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor.
d. **Interpretation of Contract Documents: Decisions on Disputes.** The City will be the initial interpreter of the contract document requirements and make decisions on claims and disputes between Contractor and City.
e. **Rejection and Stoppage of Work.** The City shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.
f. **Payment Certificates.** The City will determine the amounts owing to Contractor as the work progresses, based on Contractor 's applications and City 's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

ARTICLE XXXIII. PROGRESS MEETING.

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

ARTICLE XXXIV. RESPONSIBILITIES OF CONTRACTOR.

Contractor's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision and Construction**. Contractor shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. Contractor shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.
b. **Discipline and Employment.** Contractor shall always maintain strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.
c. **Furnishing of Labor, Materials, etc.** Contractor shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with the Contract Documents.
d. **Payment of Taxes: Procurement of Licenses and Permits.** Contractor shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. Contractor warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for Contractor to undertake the contract work.
e. **Guarantee.** The Contractor hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The Contractor shall remove, replace and/or repair at its own expense and at the convenience of the City any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents.

   Without limiting the generality of the foregoing, the Contractor warrants to the City, that all materials and equipment furnished under this Agreement will be of first-class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the contract, documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, Contractor will provide written guarantee for work and materials for one (1) calendar

year after acceptance by City. The one (1) period is not a limitation upon manufacturer warranties or Contractor's payment and performance Bond(s).

ARTICLE XXXV. PROHIBITION AGAINST CONTINGENT FEES.

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE XXXVI. PUBLIC RECORDS.

Pursuant to Chapter 119, Florida Statutes, Contractor 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 Contractor 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 Contractor. 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 Contractor 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.

Upon request by the City, the Contractor shall promptly supply copies of said Public Records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during normal business hours of the Contractor be open and freely exhibited to the City for the purpose of examination and/or audit. Failure by Contractor to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Contractor 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 Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the 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 Contractor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

ARTICLE XXXVII. FORCE MAJEURE.

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving Contractor's labor force); extraordinary breakdown of or damage to 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.

ARTICLE XXXVIII. FDOT CONFLICT OF INTEREST PROVISIONS. (NOT APPLICABLE)

~~The Contractor agrees as follows and agrees to include in each subcontract and shall require all subcontractors to include in each second tier subcontract the following:~~

a. ~~The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulation of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the FDOT-required attachment, Title VI Assurances, in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.~~
b. ~~The Contractor will comply with all requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the City pursuant thereto.~~
c. ~~A person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for construction or repair of a public building or public work; may not submit bids or leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted contractor list.~~
d. ~~In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Contractor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids or leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.~~

e. ~~An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the City.~~

f. ~~The Contractor shall not enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer, or employee of the City, the Contractor, or its subcontractor or the locality during tenure or for 2 years thereafter has any interest, direct or indirect.~~

ARTICLE XXXIX. INSPECTOR GENERAL.

The Parties agree to comply with s. 20.055(5). Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes, which provides: "It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

ARTICLE XL. FEDERALLY REQUIRED CONTRACT CLAUSES.

A. Equal Employment Opportunity

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

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Compliance with the Contract Work Hours and Safety Standards Act

1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work

Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

C. Clean Air Act

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.
3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

D. Federal Water Pollution Control Act

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

G. Procurement of Recovered Materials

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    a. Competitively within a timeframe providing for compliance with the contract performance schedule;
    b. Meeting contract performance requirements; or
    c. At a reasonable price.

2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

H. Access to Records

The following access to records requirements applies to this contract:

1) The contractor agrees to provide the City, the State of Florida, the federal funding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3) The Contractor agrees to provide the State of Florida, the federal funding agency, or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

I. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, procedures, and directives.

J. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

K. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

L. Compliance with the Davis-Bacon Act

1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

    a. Additionally, contractors are required to pay wages not less than once a week.
    b. The Contractor agrees to include these Davis-Bacon Act requirements in each subcontract.

M. Copeland "Anti-Kickback" Act

1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the City or any federal funding or state funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

CONTRACTOR
Signed and sealed by the Contractor is the presence of:

BY: _____
(Contractor)

ATTEST: _____

CITY OF COCOA
Signed and sealed by the City in the presence of:

BY: _____
(City Manager)

ATTEST: _____

Attachments:

a. ITB B-20-12-COC
b. Firm Response to ITB
c. Scope of Service
d. Bid/proposal Tabulation Sheet
e. Bid/proposal Form
f. Bid/proposal Summary, Notice of Award, Notice to Proceed

Approved by the City Council of the City of Cocoa at a meeting held on this _____ day of _____, 2020 under Agenda Item No. _____.

Section 200.3 Corporate Principle Certificate

I, _____, certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____ who signed the said Bid Bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

_____

Signature Title

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification

Notary Public: _____

Print Name: _____

My Commission expires: _____

Section 200.4 Certificate of Liability Insurance

Insert business's current Certificate of Insurance

Section 200.5 Certificate of Insurance for Workers' Compensation

This is to certify that _____,

Company has issued to _____,

of the City of _____, State of _____,

the following policy or polices: Workers' Compensation and Employer's Liability

Policy No. _____ effective on _____, 20 ____.

re _____ Policy No. _____

effective on _____, 20____ and expiring on _____

_____ 20___ re _____ limits _____

_____.

If at any time this coverage is to be cancelled, the undersigned will notify the insured and the City of Cocoa, Purchasing Department in writing thirty (30) days prior to cancellation of policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known
Or
Produced Identification

Notary Public: _____

Print Name: _____

My Commission expires: _____

Section 200.6 Affidavit Regarding Workers' Compensation

_____ being duly sworn according to law, deposes and says (it, he they) has accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and _____ insured (its, his, their) liability thereunder in accordance with the terms of said Laws with the _____ Company, under the terms of Policy No. _____ for a period from _____, 20____ to _____, 20____.

_____	_____	_____
(Authorized Signature)	Name of Business	Phone & Fax Number
_____	_____	_____
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification

Notary Public: _____

Print Name: _____

My Commission expires: _____

Section 200.7 Performance and Payment Bond

In compliance with the Florida Statutes Chapter 255.05 (1) (a)

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone St.
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	**City of Cocoa – Police Department Fire Alarm Replacement**
Project Address:	
Legal Description:	
Bid Number:	B-20-12-COC

BY THIS BOND, we _____ as Principal

and _____ a Corporation as Surety,

are bound to ___City of Cocoa_____, herein called Owner, in the sum

of $ _____, for payment of which we bind

ourselves, our heirs, Personal representatives, successors, and assigns, jointly and severally.

CONDITIONS OF THIS BOND if Principal:

a. Performs the contract dated _____, 20_____, between Principal and Owner for Sidewalk Improvements as specified for the Dixon Blvd and Forrest Ave location as the contract being made a part of this bond by reference, at the times and in the manner prescribed in this contract; and
b. Promptly makes payments to all claimants, as defined in section 255.05 (1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution if the work provided for the contract; and
c. Pays Owner all losses, damages, expenses, cost and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, and shall remedy any defects in the work due to faulty materials or workmanship or failure to properly maintain during the length of the Contract, and pay for all damage to other work, person, or property resulting there from, which shall appear within a period of one (1) year from the date of final acceptance of the work provided for in the Contract, then this bond is to be void; otherwise it remains in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 20_____.

CONTRACTOR AS PRINCIPAL

Company:

_____

(Corporate Seal)

Signature_____

Title_____

SURETY

Company:

_____

(Corporate Seal)

Signature_____

Title_____

APPROVED as to form and execution:

BY _____

Attorney to Board of
City Council Members
City of Cocoa, Florida

Any claims under this bond may be addressed to:
(Name and Address of Surety):

_____

_____

_____

_____

Phone _____

Telephone Number Name and Address of
agent or Representative in Florida if Different from above

_____

_____

_____

_____

Phone _____

Section 200.8 Notification to Proceed

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION TO PROCEED

This acknowledgment is to hereby officially notify vendor: _____, that Project #_____, corresponding to Bid/Proposal / ITB / ITB # B-20-12-COC, was approved by City Council on_____, and is permitted to proceed with the work specified within the scope of services required and in accordance with the schedule of rates, terms and general conditions defined herewith the original proposed award.

Department – Division Public Works – City of Cocoa	Vendor
Title / Position (Print)	Title / Position (Print)
Date:	Date:
Signature:	Signature:

Purchasing & Contracts Division

Title / Position (Print): Purchasing & Contracts Manager	Department Code No.
Signature	Date:

Please complete the information required above.
Return the Notification to Proceed to the Purchasing Division when completed.
Thank you for the cooperation

SECTION 300 - Post Work Completion

(Forms required to be submitted upon completion of work)

City of Cocoa – Police Department

Fire Alarm Replacement

ITB # B-20-12-COC

MAY 13, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

Section 300.1 Receipt and Release Liens

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned _____ of _____ was heretofore, on _____, 2_____, award a Contract by _____ for the Contract Price of $_____ to furnish all the materials and labor in the construction of a project entitled:

ITB # B-20-12-COC: City of Cocoa – Police Department Fire Alarm Replacement

in accordance with the plans and specifications therefore, as prepared by City of Cocoa, and the undersigned has completed said work and fully complied with said Contact and has heretofore received the sum of $ _____ as payment thereon.

That the undersigned has this date received from _____ the sum of $_____, representing the full balance due _____, as Contractor, under the terms of said Contract, and certified that said Contract has been fully performed in accordance with the terms thereof, and that _____ has paid in full all persons furnishing labor and/or materials in connection therewith, including all subcontractors and suppliers, and that there are no unpaid bills for labor performed or materials furnished in connection with said work or improvements.

That the undersigned, for value received, does hereby forever release and discharge the said _____ as described in the said Contract, from any and all liens, claims or demands whatsoever that _____ has or may have for work performed or materials furnished thereon by any subcontractor or supplier and that _____ will hold harmless the _____ from any and all loss liability arising or to arise by reason of any unpaid bills for labor performed or materials furnished on said project in connection with said work or improvements.

Contractor

_____

_____

Witnessed by

by

_____

Title

State of:

County of:

Before me, the undersigned authority, personally appeared _____, to me well known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the _____ day of _____, A.D., 2 _____.

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20___, by _____ the _____ of _____, a _____ (check one) □ who is personally known to me or □ who produced _____ as identification.

Personally Known Or Produced Identification

Notary Public: _____

Print Name: _____

My Commission expires: _____

Section 300.2 Consent of Surety for Final Payment

Project Name _____

Location _____

Project No. _____ Contract No. _____

Type of Contract _____

Amount of Contract $_____

Amount of Contract _____
(In Words)

_____
_____ (Dollars)

In accordance with the provisions of the above-named contract between the Owner and the Contract, the following named surety:
_____
_____
_____
_____ on the Payment Bond the following named Contractor:_____
_____
_____
_____ hereby approves of final payment to the contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner: as set forth in said Surety company's bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this

_____ day of _____ 20_____.

_____
(Name of Surety Company)

_____
(Signature of Authorized Representative)

(Affix Corporate Seal)

_____
(Title)

Section 300.3 Contractor Performance Evaluation

Contractor Name:
_____

Project Description: _____

Project No. _____ P.O. No. _____P.O. Value _____P.O. Status: ☐ Complete ☐ In Process

Project Manager: _____ Date: _____

		1	2	3	4	5	N/A
Quality of Contractors Work (And Subcontractors)							
1	Quality of Contractors Work	☐	☐	☐	☐	☐	☐
2	Quality of Supervisory Personnel	☐	☐	☐	☐	☐	☐
3	Quality of Workforce (including subcontractors)	☐	☐	☐	☐	☐	☐
4	Quality of Project Cleanliness	☐	☐	☐	☐	☐	☐
Compliance with Contract Documents							
5	Compliance with Contract Documents	☐	☐	☐	☐	☐	☐
6	Works within Scope of Work	☐	☐	☐	☐	☐	☐
7	Complies with Environment Requirements and Safety	☐	☐	☐	☐	☐	☐
Adherence to Project Schedule Including Project Completion							
8	Adherence to Project Schedule Including Project Completion	☐	☐	☐	☐	☐	☐
9	Response to Directive Immediately	☐	☐	☐	☐	☐	☐
10	Submission of Project Schedule and Updates	☐	☐	☐	☐	☐	☐
11	Submission of Shop Drawings / Phots	☐	☐	☐	☐	☐	☐
12	Notification of Possible Delays	☐	☐	☐	☐	☐	☐
13	Timeliness and Quality of Remedies for Deficiencies / Unacceptable Work	☐	☐	☐	☐	☐	☐
Quality of Contractor's Safety Program							
14	Quality of Contractor's Safety Program	☐	☐	☐	☐	☐	☐
15	Adherence to Work Safe Requirements	☐	☐	☐	☐	☐	☐
16	Adherence to Safety and Security Rules of City	☐	☐	☐	☐	☐	☐
Working Relationship of Contractors with Project Management							
17	Cooperation / Communication with Project Manager	☐	☐	☐	☐	☐	☐
18	Attendance at Project Meetings	☐	☐	☐	☐	☐	☐
Contractor's Ability to Work Within Allotted Cost							
19	Contractor's Ability to Work Within Allotted Cost	☐	☐	☐	☐	☐	☐
20	Accuracy of Contractor Billing	☐	☐	☐	☐	☐	☐
21	Ability to Control the Change and Cost of the Work	☐	☐	☐	☐	☐	☐
22	Contractor Brings Forward Innovative Ideas to Control or Reduce Cost or Increase Quality	☐	☐	☐	☐	☐	☐
23	Change Order Quotes are Reasonable and Timely, no Unresolved Issues	☐	☐	☐	☐	☐	☐

Comments:

SECTION 400 – Special Disaster Relief and Recovery Provisions (NOT APPLICABLE)

(Projects assisted by Federal Financial Assistance Programs must complete this section or bid will be disqualified)

City of Cocoa – Police Department

Fire Alarm Replacement

ITB # B-20-12-COC

MAY 13, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

Section 400.1 SPECIAL DISASTER RELIEF AND RECOVERY PROVISIONS (NOT APPLICABLE)

For the purposes of the City, as a sub-recipient, to obtain Federal assistance through grants, reimbursements, advances or other Federal financial assistance programs as a result of a disaster, solicitations and contract documents must include the provisions and forms in this Exhibit as required by the Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA). Contractor agrees to comply with the following contract provisions, as applicable for the parameters as outlined in each provision below:

1. **Indemnity of Funding Entities.** The Contractor agrees to indemnify and hold harmless the State of Florida, the Federal Government and its agencies, including but not limited to the Federal Emergency Management Agency (FEMA) and the City, and their officers, agents, employees and elected officials, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', employees' and subcontractors' acts or omissions associated with this Contract.

2. **Additional Remedies.** In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or in equity; in the event of breach or violation of the Contract, the Contractor shall be subject to debarment or suspension and from consideration for the award of additional contracts from the City.

3. **Termination for Cause.** In the event of breach of the Contract by Contractor, the City may terminate the Contract for cause upon written notice of termination to the Contractor. Prior to terminating the Contract, the City shall first provide written notice of the breach to the Contractor and allow the Contractor seven (7) calendar days to cure the breach. In the event of a termination by the City for cause, the City shall make payment for work properly performed prior to the effective date of termination, but shall not be liable for any other costs incurred related to termination or the Contract, including but not limited to, any orders for materials, supplies, or services placed prior to the effective date of termination which cannot be cancelled and which were not delivered or properly performed prior to termination. In addition, no compensation shall be paid to the Contractor for demobilization, disengagement, wind down or other cost incurred due to termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City. In the event of termination of the Contract, nothing herein shall be deemed to limit any remedies available to the City at law or in equity, including any ability to recover damages arising from the Contractor's performance or failure to perform under the Contract.

4. **Termination for Convenience.** The City reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the City to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. In the event of such termination, the City shall pay Contractor for those costs directly

attributable to work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City. No costs shall be paid which are recoverable in the normal course of the business in which Contractor is engage, nor shall the City pay any costs which can be mitigated through the sale of supplies or inventories. In the event of termination of the Contract, nothing herein shall be deemed to limit any remedies available to the City at law or in equity, including any ability to recover damages arising from Contractor's performance or failure to perform under the Contract.

5. **Equal Employment Opportunity**. The Contractor shall comply with the provisions of Section (C) of Appendix II of 2 CFR Part 200 entitled "Equal Employment Opportunity." The Contractor and its subcontractors shall also comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). To the extent that such Orders and regulations apply and require the inclusion of any language into the Contract (including but not limited to the language contained in 41 CFR 60-1.4(b) and 60-4.3 if required), such language shall be deemed included and made a part of the Contract as if fully reproduced therein.

6. **Anti-Kickback.** The Contractor and its subcontractors shall comply with and shall take no action which would violate the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).

7. **Davis-Bacon Act.** If the Contract is a construction contract in excess of two thousand dollars ($2,000.00) and if required by the applicable federal grant program legislation, the Contractor and its subcontractors shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). For purposes of clarification and mutual understanding, the Davis-Bacon Act does not apply to debris removal agreements unless done in conjunction with a construction project.

8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. If the Contract is in excess of $100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, a contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working

conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. Reporting Requirements; Patent and Copyrights. The Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of FEMA, and the State of Florida, Department of Community Affairs, pertaining to:

(i) Reporting;
(ii) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract; and
(iii) Copyrights and rights in data, applicable to contracts subject to payment or reimbursement from funding made pursuant to a Disaster Relief Funding Agreement (or similar agreement) with the City. The federal awarding agency (and, if applicable, any intermediary state agency) and the City shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for governmental purposes (i) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant, and (ii) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. The City, State of Florida, and federal government shall have the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award, and authorize others to receive, reproduce, publish or otherwise use such data for federal and other governmental purposes. The Contractor is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401.

10. Access to Records. The Contractor and its subcontractors shall permit access by the State of Florida, the City of Cocoa or any requesting Federal agency, the Comptroller General of the United States, the Inspectors General, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

11. Record Retention. Unless a different period is required by law, the Contractor and its subcontractors shall retain all records related to the Contract for five (5) years after receipt of final payment under the Contract and all other pending matters related to the Contract are closed. If any litigation, claim or audit is started before the expiration of the five (5) year period or other applicable retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Notwithstanding the preceding, to the extent allowed by law for work performed related to a disaster event for which the City has applied for reimbursement or

funding from FEMA, all records shall be retained for the longer of the period set forth above or five (5) years from the date of final closeout of the disaster by the federal agency.

12. **Environment Regulations.** If the Contract is in excess ($150,000.00), the Contractor and its subcontractors agree as follows: (a). to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), including Environmental Protection Agency regulations (40 CFR part 15). The Contractor and its subcontractors shall incorporate these requirements into all subcontracts in excess of one hundred fifty thousand dollars ($150,000.00).

13. **Energy Efficiency.** The Contractor and its subcontractors shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

14. **E-Verify Program**. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subcontractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract. The Contractor shall provide to the City, within thirty (30) days of the effective date of this Contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage). Contractor further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify Program on the same terms as Contractor. Contractor shall obtain from its subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the City upon request.

15. **Title VI Compliance.** Title VI of the Civil Rights Act, 42 U.S.C. 2000, provides in Section 601, that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." Contractor, for itself, its delegates, successors in interest, its assigns, and its subcontractors, and as a part of the consideration hereof, does hereby covenant and agree that:

    (i) It shall comply with Section 601 of Title VI of the Civil Rights Act, 42 U.S.C. 2000, set forth above; and
    (ii) It shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The failure by the Contractor to carry out these

requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the CITY deems appropriate as set forth below; and

(iii) In the furnishing of services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, creed, disability, national origin, religion or sex. In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach shall constitute a breach of the Contract and the CITY shall have the right to immediately terminate the Contract in whole or in part, without liability, or seek such other remedy (ies) as the CITY deems appropriate, including but not limited to suspension or debarment from future CITY contracts. In addition to the City, the United States shall also have the right to enforce such laws and regulations. This nondiscrimination agrees with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-7. Contractor shall require that all of its subcontractors agree and comply with the requirements of this paragraph.

16. Small, Minority, and Women's Business Enterprises. Contractor shall comply with the requirements of 2 CFR § 200.321 and take all necessary affirmative steps when subcontracting set forth in § 200.321(b) (1) - (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including but not limited to placing such firms when qualified on solicitation lists and soliciting them as potential sources whenever possible.

17. Debarment; Ineligibility. The Contract may not be awarded to a party listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989., p. 235). The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall not employ any subcontractor that is debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall include such requirement in writing in its subcontracts. In the event that Contractor or any of its subcontractors becomes debarred, suspended, proposed for debarment, ineligible or excluded from performing any work hereunder, the Contractor shall immediately cease, or cause its sub-contractor to cease, all work and notify the City in writing. The Contractor and its subcontractors shall each execute and submit to the City prior to performing any work hereunder a debarment certification in the form and content set forth in the Contract solicitation or as otherwise specified by the City.

18. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a

contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Contractor shall immediately notify City in writing and cease all work (or cause the applicable subcontractor to cease all work) in the event that it or a subcontractor is placed on the convicted vendor list.

19. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity. The Contractor shall immediately notify City in writing and cease all work (or cause the applicable subcontractor to cease all work) in the event that it or a subcontractor is placed on the discriminatory vendor list.

20. Lobbying -Byrd Anti-Lobbying Amendment – 31 U.S.C. § 1352, as amended ($100,00 or more)

The Contractor shall comply with the requirements of Appendix II to 2 CFR Part 200 regarding lobbying activities. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

The Contractor and its subcontractors shall execute and submit to the City, prior to performing any work hereunder, a lobbying certification in the form and content set forth herein or as otherwise specified by the City.

21. Fees and Commissions. The Contractor warrants that it has not:

(i) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration any company or person, other than bona fide personnel working solely for the Contractor, to solicit or secure this Contract;
(ii) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; and

(iii) Paid, or agreed to pay, or given or offered any fee, contribution, donation, commission, percentage, brokerage, consideration, gift, loan, or anything of value (Value) to any person, company, corporation, individual, organization or firm, other than bona fide personnel working solely for the Contractor, in connection with, consideration for, or contingent upon, or resulting from the award or making of this Contract.

The Contractor further warrants and agrees that no member of, or delegate to, the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom. It is understood and agreed to by Contractor that, for the breach or violation of this paragraph, the City shall have the right to immediately terminate this Contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of any Value.

22. American with Disabilities Act of 1990 (ADA). The Contractor and, as required, its subcontractors shall comply with the ADA, the regulations of the Federal government issued thereunder, and assurance by the City of Cocoa pursuant thereto.

23. Resource Conservation and Recovery Act of 1976. The Contractor and its subcontractors in performing work pursuant to this Contract shall comply with Section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962) and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247. These laws and regulations designate certain items that are or can be made with recovered materials. Pursuant to such requirements, for purchases of designated items exceeding $10,000 per year (or $10,000 in the preceding fiscal year), the Contractor and its subcontractors shall procure those designated items listed in the EPA regulations composed of the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, but the Contractor and its subcontractors are not required to procure such items if they are not reasonably available in a reasonable period of time, fail to meet reasonable performance standards, or are only available at an unreasonable price. In addition to EPA designated items, Contractor certifies that if any other products are expressly specified in the Contract by City to include a specified minimum content of recovered materials, the Contractor and its subcontractors shall use at least the minimum amount so specified in the Contract. For purchases of contractually specified recovered material items or EPA designated items above the established threshold limits ($10,000) per year, if any, procured by the Contractor or its subcontractors under this Contract, Contractor shall provide the CITY annually and upon final completion of the work, a report detailing the designated items procured and their percentage of recycled material used.

24. Subcontracting; Payment to Subcontractors. The Contractor shall self perform such percentage of the work related to a Disaster Event as may be required by the state or federal program providing reimbursement. With respect to all work under the Contract, the Contractor shall pay each of its subcontractors, for all work satisfactorily performed within 30 days from receipt of payment from the City. The Contractor further agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work

is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City.

25. State and Federal Law; Inclusion in Subcontracts. The Contractor and its subcontractors (of all tiers) shall comply with and be bound by the provisions of all applicable federal, state and local laws, rules, regulations and licensing requirements governing the work performed hereunder, including but not limited to the provisions of 2 CFR Chapter II Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). In addition, the Contractor and its subcontractors (of all tiers) shall comply with all laws, rules and regulations applicable to each program under which the City is eligible for funding for payment or reimbursement for work performed by the Contractor, including but not limited to, The Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5121), 2 CFR Chapter II Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and related regulations contained in Title 44 of the Code of Federal Regulations for disaster relief work. The Contractor shall physically incorporate a copy of this Exhibit and all attachments hereto, in all subcontracts of all tiers. In the event of any ambiguity or question by the Contractor or any of its subcontractors of any tier regarding the program under which the City is or will be seeking payment or reimbursement for any work, the Contractor shall immediately contact the City and request clarification from the City prior to proceeding with the work or authorizing a subcontractor to proceed with such work.

26. DHS Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. Seals and devices of the Federal Government, departments, bureaus, and independent agencies are not in the public domain and cannot be used for purposes other than official business without specific authorization of the agency involved. In addition, the FHWA seal and logo are for the official use of USDOT and not for the use of the private sector on its materials. To the public, such use would send a message that the USDOT favors or endorses an organization, its activities, its products its services, or its personnel (either overtly or tacitly), which it does not and cannot do. Whether the private sector partner/grantee/vendor/contractor is nonprofit or commercial is not a factor.

27. Compliance with Federal Law, Regulations, and Executive Orders. The contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

28. No Obligations by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

29. Program Fraud and False or Fraudulent Statements or Related Acts. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Section 400.2 Federal Non-Collusion/Lobbying Certification (NOT APPLICABLE)

This statement is submitted with Proposal, ITN, or Contract Number _____, titled _____ Services and Ancillary Preparation/Recovery Services by _____ whose business address [Name of entity submitting ssworn

statement] is _____and its Federal Employer Identification Number (FEIN) is _____. My name is _____ and my [Please print name of individual signing] relationship to the above is _____.

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

B. **LOBBYING CERTIFICATION.**
The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by **31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995)**. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each failure."

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

_____ _____

AUTHORIZED SIGNATORY Typed Name of AUTHORIZED SIGNATORY

_____ _____

Title Date

_____ _____

Witness Signature Typed Name of Witness

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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

Section 400.3 Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions (NOT APPLICABLE)

~~This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.~~

~~The Proposer certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:~~

~~A. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;~~

~~B. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;~~

~~C. Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and~~

~~D. Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.~~

~~The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Cocoa. The Proposer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City of Cocoa. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Cocoa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.~~

~~By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Certification Regarding Debarment,**~~

Suspension, and Other Responsibility Matters, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

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

_____ _____ FEIN: _____ DUNS: _____

Authorized Signatory Printed Name

_____ _____ CAGE Code: _____

Title Date As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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

Section 400.4 Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses (NOT APPLICABLE)

~~Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement~~

~~Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:~~

~~A. The subcontractor is bound by the terms of this Agreement;~~

~~B. The subcontractor is bound by all applicable state and federal laws and regulations; and~~

~~C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.~~

~~Grant Conditions and Federal Provisions~~

~~On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).~~

~~By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this~~ **~~Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses~~**~~, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Proposer.~~

~~Proposer/Contractor Name:~~ _____

~~Mailing Address:~~ _____

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

_____ _____ ~~FEIN:~~ _____ ~~DUNS:~~ _____

~~Authorized Signatory Printed Name~~

_____ _____ ~~CAGE Code:~~ _____

~~Title Date As issued through~~ ~~www.sam.gov~~

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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

Section 400.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSIONLOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS (NOT APPLICABLE)

~~(Compliance with 2 CFR Parts 180 and 1200)~~

~~It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.~~

~~Name of Consultant/Contractor:~~

~~By:~~ _____

~~Date:~~ _____

~~Title:~~ _____

~~Instructions for Certification~~

~~Instructions for Certification - Lower Tier Participants:~~

~~(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)~~

~~a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.~~

~~b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.~~

~~c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.~~

~~d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).~~

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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

SECTION 500 - No Bid/Proposal Response

(Request completion if ITB is received and no intent to bid/proposal)

City of Cocoa – Police Department

Fire Alarm Replacement

ITB # B-20-12-COC

MAY 13, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

Section 500.1 No Bid/Proposal Response to Invitation

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, Procurement Division, 65 Stone Street, Cocoa, Florida 32922

I/WE HAVE DECLINED TO SUBMIT A PROPOSAL FOR ITB # B-20-12-COC **PD Fire Alarm Replacement** for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	**Reason**
	Bid/proposal requirements too "restrictive".
	Insufficient time to respond to the Invitation to Bid/proposal.
	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

Final Page

Nothing Follows

City of Cocoa – Police Department

Fire Alarm Replacement

ITB # B-20-12-COC

MAY 13, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

City of Cocoa – Invitation to Public Bid

Notice is hereby given that the City of Cocoa Florida will accept Sealed Proposals in the form of one (1) original and one (1) copy, bound within a 1-2" binder and one (1) USB drive at the office of the Purchasing & Contracts Manager for the City of Cocoa, located at 65 Stone St., Cocoa, Florida 32922, until **3:00pm, June 18th, 2020** and will be publicly opened and read aloud shortly thereafter 3:00pm that same day, at Cocoa City Hall, in the 3rd floor conference room.

City of Cocoa - Police Department Fire Alarm Replacement
ITB # B-20-12-COC
Documents available on Vendor Link
May 18th, 2020

The City of Cocoa is seeking a contractor to remove and replace items related to the Fire Alarm System for the Police Department located at 1226 King Street, Cocoa, Florida 32922.

The purpose of this project is to remove the existing Fire Alarm panel and replace it with a new Silent Knight Addressable Fire System with Emergency Voice System model SK-6820 XL. This work will include: 3 each Voice Annunciators, 11 each pull stations, 2 each power supply expander, 9 each heat detectors, 102 each smoke detectors, 8 duct detectors, 18 each horn strobes, 46 each strobes, 1 each Water flow switch, 1 each tamper switch, 1 each 120v surge protector, and 1 each document box. No proprietary hardware or software is to be used.

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.vendorlink.com. You may contact the City of Cocoa Purchasing Division in person, by phone: (321) 433-8833, fax: (321) 433-8860, or by email: purchasing@cocoafl.org.

Small Business Set Asides (i.e. Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening. There is a 5% bid bond required commensurate of the total base bid. Liquidated Damages for this project are $964.00 daily charge per calendar day. The City of Cocoa supports local contractors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date the bid is submitted. P.O. Boxes shall not be considered a physical business address. The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

Publish in The Florida Today Public Newspaper on:
May 21st, 2020

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

BID SUMMARY

To: Director, Public Works

From: Purchasing & Contracts Division

Date: June 25, 2020

Re: ITB: B-20-12-COC PD Fire Alarm Replacement Project

Bids for the subject offering were opened on June 25, 2020 at 3:00pm. Purchasing published ITB# 20-12-COC via Vendor Link (www.myvendorlink.com) for a period of 30-days. There was a total of twenty-eight (28) plan holders, nine-hundred forty-eight (948) matching vendors and three (3) respondents.

1. Expert Security Professionals – Tampa, FL ($37,951.95)
2. RedWire Inc. – Tallahassee, FL ($44,568.92)
3. Mc2 Inc. – Orlando, FL ($68,800.00)

THE APPARENT LOW BIDDER IS: Expert Security Professionals ($37,951.95)

I have enclosed copies of all quotations for your review and recommendation of award. Any correspondence related to this subject, should be forwarded to my attention for retention and forward to Purchasing for file.

After reviewing the enclosed quotations please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review quotations and select recommendation for award.
- ➔ Verify Insurance Requirements are current.
- ➔ Obtain copies of all necessary licenses.
- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:

    - Copy of Approved City Clerk's Journal and Agenda
    - Bid Tabulation Sheet
    - Original contract and Form of agreement
    - All specifications for the awarded quotation
    - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

CITY OF COCOA
BID TABULATION SHEET

PD Fire Alarm Replacement

ITB# B-20-12-COC

Bid Opening: 6-25-20 3:00PM

Note: The Bid Tabulation Sheet is used to document the initial screening of bid pricing, not material contents. Results of the initial bid opening documented within this form DOES NOT constitute an award. After proper evaluation of bid packages to validate material contents an award will be determined and notice sent to the awardee via email from the Purchasing and Contracts Division.

VENDOR	Base Price	Alternate Price	Total Bid (Base + Alternate)
EXPERT SECURITY PROFESSIONALS	$ 37,951.95	$ -	$ 37,951.95
REDWIRE	$ 44,568.92	$ -	$ 44,568.92
MC2	$ 68,800.00	$ -	$ 68,800.00

VENDOR	Base Price	Alternate Price	Total Bid (Base + Alternate)

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF AWARD

Department: Public Works	Division: 3560 - Facilities
Bid / RFP / RFQ #: B-20-12-COC PD Fire Alarm Replacement Project	Project #
Awarded To: Expert Security Professionals	Scope of Work or Services: The purpose of this project is to remove the existing Fire Alarm panel and replace it with a new Silent Knight Addressable Fire System with Emergency Voice System model SK-6820 XL. This work will include: 3 each Voice Annunciators, 11 each pull stations, 2 each power supply expander, 9 each heat detectors, 102 each smoke detectors, 8 duct detectors, 18 each horn strobes, 46 each strobes, 1 each Water flow switch, 1 each tamper switch, 1 each 120v surge protector, and 1 each document box. No proprietary hardware or software is to be used.
Address / City / State / Zip: 3904 Corporex Park Dr., Suite 150 Tampa, FL 33619	Phone / Fax #'s: 813-468-8683 Email: sgriffin@myespsecurity.com
Purchase / Contract Amount: Base: $37,951.95	Date of Award Notification: 07/22/2020
Date of Vendor Acknowledgement:	Date of City Council Approval: 07/22/2020
Title / Position (Print) STEVEN GRIFFIN, Commercial Sales Consultant	Purchasing Division Manager (Print or Stamp): Heath Hancher, PmP, CPPM
Signature:	Signature:

Please complete the information required above.
Return the Notification of Award to Purchasing & Contracts Division when completed.
Thank you for your cooperation

Section 200.2 Form of Agreement

This Agreement made and entered into on the _____ day of _____, 20____ by and between EXPERT SECURITY PROFESSIONALS, authorized and duly licensed to do business in the State of Florida, hereinafter called the Contractor, with an address of 3904 CORPOREX PARK DR., SUITE 150, TAMPA, FL 33619, and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City, with an address of 65 Stone Street, Cocoa, Florida 32922.

Witnessed that the Contractor and the City, for the Consideration herein-after named, agree as follows:

ARTICLE I. AGREEMENT.

The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid City of Cocoa – Police Department Fire Alarm Replacement **(ITB # B-20-12-COC),** and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

ARTICLE II. COMMENCEMENT AND COMPLETION OF WORK.

The Contractor will be required to commence work under this contract within **10** calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and substantially complete the work within **30** days and totally complete all work in its entirety within **45** days of Notice to Proceed or Purchase Order, (See Table 1 – Project Timeline). The City anticipates issuing the Notice to Proceed by **TBD**. The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of five hundred dollars **($500.00)** per calendar day. All provisions regarding Contract Time are essential to the performance of this Contract. The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

ARTICLE III. CONTRACT SUM.

For Services rendered, the CITY shall pay the CONTRACTOR for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

Thirty-Seven Thousand Nine Hundred Fifty-One and Ninety-Five Cents **$37,951.95**

(Written in Words) (In Numerical Figures)

The CONTRACTOR agrees to accept the contract price as full compensation for performing all work, furnishing all materials, and performing all work embraced in the contract documents.

The Contractor acknowledges that Contractor studied, considered, and included in Contractor 's Total Bid all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

The Contractor acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by Contractor.

1) In addition to the acknowledgments previously made, the Contractor acknowledges that the Contractor 's Total Bid (original Contract Price) specifically considered and relied upon Contractor 's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.
2) The Contractor acknowledges that Contractor 's Total Bid (original Contract Price) considered and included all of Contractor 's costs relating to Contractor 's responsibilities to coordinate and sequence the Work of the Contractor with the work of the City, if any, with its own forces, the work of other contractors, if any, and the work of others at the Project site.

Payments will be made to the Contractor for actual quantities installed based on the Schedule of Unit Prices included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price Work, the Contract Price stated in the Agreement will include for all Unit Price Work an amount equal to the sum of the Unit Prices for each item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by Contractor to be adequate to cover all costs, including supplemental and administrative costs, and profit.

ARTICLE IV. PERFORMANCE AND PAYMENT BOND.

The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of **$37, 951.95** with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

ARTICLE V. PROGRESS PAYMENTS.

Partial payments calculated from materials stored on the job site and completed work in place and acceptable to the City at the unit bid prices will be made in accordance with the Florida Prompt Pay Act, Chapter 218, Part VII, Florida Statutes. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices will be utilized for pay purposes. Ten percent (10%) of the amount due and payable to the Contractor will be retained from each month's partial payment.

The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. City shall make final payment to Contractor within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until Contractor has delivered to City a complete release of liens arising out the contract, or receipt releases of lien fully covering all labor, materials and equipment for which a lien could be filed as provided in Article VIII below.

Also, the contractor shall: (1) provide satisfactory evidence that it has acquired title to the materials that it has been paid for and that the material will be used to perform this contract, and (2) provide a Consent of Surety for the progress payments.

Progress payments may be withheld if:

a. Work is found defective and not remedied;
b. Contractor does not make prompt and proper payments to subcontractors;
c. Contractor does not make prompts and proper payments for labor, materials, or equipment furnished him;
d. Another contractor is damaged by an act for which Contractor is responsible;
e. Claims or liens are filed on the job; or
f. In the opinion of the City that Contractor's work is not progressing satisfactorily.

Further, City may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if Contractor is behind schedule and it is anticipated by City that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the City's discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to Contractor in the next Progress Payment following the City's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by the General Conditions.

By making payments City does not waive claims including but not limited to those relating to:

a. Faulty work appearing after substantial completion has been granted;
b. Work that does not comply with the Contract Documents:
c. Outstanding claims of liens; or
d. Failure of Contractor to comply with any special guarantees required by the Contract Documents.

ARTICLE VI. REIMBURSABLE EXPENSES. NOT APPLICABLE

~~"Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Financial Operating Manual.~~

ARTICLE VII. ACCEPTANCE AND FINAL PAYMENT.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within thirty (30) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

ARTICLE VIII. CONTRACT DOCUMENTS.

The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. In case of any inconsistency in any of the documents bearing on the Agreement between the City and the Contractor, the inconsistency shall be resolved by giving precedence in the following order:

a. Agreement Exhibits and Addenda
b. Change Orders
c. Supplemental Terms and Conditions
d. General Terms and Conditions
e. Engineering Plans and Drawings
f. Contractor's Bid Submittal
g. [OTHER]

At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the City at its sole discretion will interpret the intent of the Contract Documents and the Contractor hereby agrees to abide by the City's interpretation and agrees to carry out the work in accordance with the decision of the City.

ARTICLE IX. LIBILITY INSURANCE.

A. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

B. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

C. AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

D. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

E. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

F. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.
It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.
However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then the exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

G. COMPREHENSIVE BUILDER RISK INSURANCE:

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk

insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

H. DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the contractor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

ARTICLE X. ATTORNEY FEES AND COSTS.

Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

ARTICLE XI. RIGHTS AT LAW RETAINED.

The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

ARTICLE XII. CONTROLLING LAW, VENUE, ATTORNEY'S FEES.

This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Brevard, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

ARTICLE XIII. FULLY NEGOTIATED AGREEMENT.

This agreement has been fully negotiated in an arm's length transactions and neither party has been coerced in any manner to execute this agreement. Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

ARTICLE XIV. SEVERABILITY.

If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

ARTICLE XV. VENUE AND GOVERNING LAW.

The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. Venue for any federal action or litigation shall be Orlando, Florida. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

ARTICLE XVI. MODFICATIONS TO AGREEMENT.

This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

ARTICLE XVII. NOTICES.

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Carie Shealy
City Clerk – City of Cocoa
65 Stone Street
Cocoa, FL 32922

For Contractor:

EXPERT SECURITY PROFESSIONALS
3904 CORPOREX PARK DR., SUITE 150
TAMPA, FL 33619
(813) 468-8683 OR 813-806-7000

ARTICLE XVIII. BINDING EFFECT.

This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

ARTICLE XIX. WAIVER.

Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

ARTICLE XX. WAIVER OF JURY TRIAL.

The City and consultants have specifically waived the right to a jury trial concerning any disputes, which may arise concerning this agreement.

ARTICLE XXI. NON-WAIVER.

No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONTRACTOR's duties and obligations hereunder. ITB # B-20-12-COC, City of Cocoa – Police Department Fire Alarm Replacement.

ARTICLE XXII. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, Contractor shall be considered an independent contractor and not an employee of the City.

ARTICLE XXIII. CHANGE ORDERS.

Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to the Contractor performing, or not performing, the work specified in the change order.

ARTICLE XXIV. SOVEREIGN IMMUNITY.

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.

Contractor 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.

ARTICLE XXV. DEFAULT BY CONTRACTOR.

The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the 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 seven (7) calendar days, in which case the Contractor promptly takes and diligently pursues such action as are necessary therefore; or
b. Contractor is adjudicated bankrupt or makes any assignment for the benefit of creditors; or Contractor becomes insolvent, or is unable or unwilling to pay its debts; or
c. Contractor has acted negligently, as defined by general and applicable law, in performing the services hereunder; or
d. Contractor has committed any act of fraud upon the City; or
e. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

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

ARTICLE XXVI. TERMINATION.

Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if:

a. Contractor is in default pursuant to Article 20, Default by Contractor;
b. Contractor makes a general assignment for the benefit of its creditors;
c. Contractor fails to comply with any condition or provision of this Agreement; or
d. Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement.

In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination. This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

ARTICLE XXVII. INDEMNIFICATION.

To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the City and the State of Florida, Department of Transportation, including the City and Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating

to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, subcontractors, or independent contractors, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties.

The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included this indemnification provided herein.

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

ARTICLE XXVIII. COPORATE REPRESENTATIONS BY CONTRACTOR.

Contractor hereby represents and warrants to the City the following:

a. Contractor is duly registered 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 the Agreement.
b. The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

ARTICLE XXVIX. NO JOINT VENTURE.

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

ARTICLE XXX. THIRD PARTY RIGHT.

Nothing in this Agreement shall be constructed to give any rights or benefits to anyone other than City and Contractor.

ARTICLE XXXI. ASSIGNMENT.

a. Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any Moines due or to become due hereunder without the prior, written consent of City.
b. If upon receiving written approval from city, any part of this Agreement is subcontracted by Contractor, Contractor shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
c. If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor who shall take immediate steps to remedy the situation.
d. If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any work by the subcontractor, Contractor shall require the subcontractor to provide city and its affiliates with insurance coverage as set forth by the City.

ARTICLE XXXII. DESIGNATION OF PROJECT MANAGER.

a. **General Administration of Contract**. The primary function of the City is to provide the general administration of the contract. In performance of these duties and responsibilities, the authorized representative is the designated City Project Manager during the entire period of construction. The City may change the Project Manager during the term of this contract.
b. **Inspections, Opinions, and Progress Reports.** The City shall be kept familiar with the progress and quality of the work by Contractor and may make periodic visits to the work site. The City will not be responsible for the means of construction, or for the sequences, methods, and procedures used therein, or for the Contractor 's failure to perform the work in accordance with the Contract Documents.
c. **Access to Worksite for Inspections.** The City shall always be given free access to the worksite during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor.
d. **Interpretation of Contract Documents: Decisions on Disputes.** The City will be the initial interpreter of the contract document requirements and make decisions on claims and disputes between Contractor and City.
e. **Rejection and Stoppage of Work.** The City shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.
f. **Payment Certificates.** The City will determine the amounts owing to Contractor as the work progresses, based on Contractor 's applications and City 's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

ARTICLE XXXIII. PROGRESS MEETING.

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

ARTICLE XXXIV. RESPONSIBILITIES OF CONTRACTOR.

Contractor's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision and Construction**. Contractor shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. Contractor shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.
b. **Discipline and Employment.** Contractor shall always maintain strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.
c. **Furnishing of Labor, Materials, etc.** Contractor shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with the Contract Documents.
d. **Payment of Taxes: Procurement of Licenses and Permits.** Contractor shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. Contractor warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for Contractor to undertake the contract work.
e. **Guarantee.** The Contractor hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The Contractor shall remove, replace and/or repair at its own expense and at the convenience of the City any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents.

   Without limiting the generality of the foregoing, the Contractor warrants to the City, that all materials and equipment furnished under this Agreement will be of first-class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the contract, documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, Contractor will provide written guarantee for work and materials for one (1) calendar

year after acceptance by City. The one (1) period is not a limitation upon manufacturer warranties or Contractor's payment and performance Bond(s).

ARTICLE XXXV. PROHIBITION AGAINST CONTINGENT FEES.

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE XXXVI. PUBLIC RECORDS.

Pursuant to Chapter 119, Florida Statutes, Contractor 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 Contractor 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 Contractor. 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 Contractor 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.

Upon request by the City, the Contractor shall promptly supply copies of said Public Records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during normal business hours of the Contractor be open and freely exhibited to the City for the purpose of examination and/or audit. Failure by Contractor to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Contractor 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 Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the 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 Contractor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

ARTICLE XXXVII. FORCE MAJEURE.

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving Contractor's labor force); extraordinary breakdown of or damage to 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.

ARTICLE XXXVIII. FDOT CONFLICT OF INTEREST PROVISIONS. (NOT APPLICABLE)

~~The Contractor agrees as follows and agrees to include in each subcontract and shall require all subcontractors to include in each second tier subcontract the following:~~

a. ~~The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulation of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the FDOT-required attachment, Title VI Assurances, in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.~~
b. ~~The Contractor will comply with all requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the City pursuant thereto.~~
c. ~~A person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for construction or repair of a public building or public work; may not submit bids or leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted contractor list.~~
d. ~~In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Contractor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids or leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.~~

e. ~~An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the City.~~

f. ~~The Contractor shall not enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer, or employee of the City, the Contractor, or its subcontractor or the locality during tenure or for 2 years thereafter has any interest, direct or indirect.~~

ARTICLE XXXIX. INSPECTOR GENERAL.

The Parties agree to comply with s. 20.055(5). Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes, which provides: "It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

ARTICLE XL. FEDERALLY REQUIRED CONTRACT CLAUSES.

A. Equal Employment Opportunity

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

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Compliance with the Contract Work Hours and Safety Standards Act

1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work

Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

C. Clean Air Act

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.
3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

D. Federal Water Pollution Control Act

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

G. Procurement of Recovered Materials

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    a. Competitively within a timeframe providing for compliance with the contract performance schedule;
    b. Meeting contract performance requirements; or
    c. At a reasonable price.

2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

H. Access to Records

The following access to records requirements applies to this contract:

1) The contractor agrees to provide the City, the State of Florida, the federal funding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3) The Contractor agrees to provide the State of Florida, the federal funding agency, or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

I. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, procedures, and directives.

J. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

K. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

L. Compliance with the Davis-Bacon Act

1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

    a. Additionally, contractors are required to pay wages not less than once a week.
    b. The Contractor agrees to include these Davis-Bacon Act requirements in each subcontract.

M. Copeland "Anti-Kickback" Act

1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the City or any federal funding or state funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

CONTRACTOR
Signed and sealed by the Contractor is the presence of:

BY: _____
(Contractor)

ATTEST: _____

CITY OF COCOA
Signed and sealed by the City in the presence of:

BY: _____
(City Manager)

ATTEST: _____

Attachments:

a. ITB B-20-12-COC
b. Firm Response to ITB
c. Scope of Service
d. Bid/proposal Tabulation Sheet
e. Bid/proposal Form
f. Bid/proposal Summary, Notice of Award, Notice to Proceed

Approved by the City Council of the City of Cocoa at a meeting held on this _____ day of _____, 2020 under Agenda Item No. _____.

Legislation Details (With Text)

File #:	20-421	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	7/8/2020			**In control:**	City Council
On agenda:	7/22/2020			**Final action:**	
Title:	Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for Fiscal Year 2021, pending the final approval of the City of Cocoa Fiscal Year 2021 budget. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ANR MUNICIPAL SERVICES AGREEMENT 2021.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 8, 2020
Agenda Date: July 22, 2020
Prepared By: Chief Michael Cantaloupe
Through: N/A
Requested Action:
Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for Fiscal Year 2021, pending the final approval of the City of Cocoa Fiscal Year 2021 budget.

BACKGROUND:

The Cocoa Police Department wishes to continue its partnership with Alliance for Neighborhood Restoration of Brevard to continue the initiative with the Cocoa Police Athletic League which focuses on at-risk youth. Alliance for Neighborhood Restoration of Brevard provides the Executive Director and staff to oversee the day to day operations of the programs that make up the Cocoa Police Athletic League. These programs include, but are not limited to, basketball, bowling, after school programs, and the Youth Development Council. City staff is seeking to continue supporting the operation of the Alliance for Neighborhood Restoration programs and to retain staff, who are responsible for running the programs for our at-risk youth. These programs and services provided to the community are essential to our crime prevention efforts, specially focused on at-risk youth. This contract is from October 1, 2020 through September 30, 2021 pending final approval of the Fiscal Year 2020 budget.

STRATEGIC PLAN CONNECTION:

This agenda item addresses the strategic issue of reducing Crime by providing programs for our at-

risk youth. This partnership with Alliance for Neighborhood Restoration of Brevard advances that goal.

BUDGETARY IMPACT:

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

Amount Requested	$61,764.00
Account Number	001-2100-521.34-00
Account Name	Contract Services

PREVIOUS ACTION:

The City Council has previously approved Municipal Service Agreements with the Alliance for Neighborhood Restoration of Brevard. Since 2003, the Diamond Square Community Redevelopment Agency has provided support to ANR; and following the expiration of the Project Safe Neighborhood grant in 2009, the City has supported ANR.

RECOMMENDED MOTION:

Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for Fiscal Year 2021, pending the final approval of the City of Cocoa Fiscal Year 2021 budget..

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MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("**City**") and the **ALLIANCE FOR NEIGHBORHOOD RESTORATION OF BREVARD, INC.,** a Florida nonprofit corporation ("Service Provider").

RECITALS:

WHEREAS, the Service Provider is a not for profit Florida corporation, which is actively involved in assisting the City of Cocoa Police Department in implementing innovative programs and strategies that address the needs of the residents of the City of Cocoa; and

WHEREAS, Service Provider also desires to assist the City with the Cocoa Police Athletic League for the benefit of the children of Cocoa; and

WHEREAS, the services provided by Service Provider have been instrumental in assisting the Cocoa Police Department deter gang participation, substance abuse and criminal activities and have helped facilitate better relations between the Cocoa Police Department and neighborhood residents; and

WHEREAS, the Service Provider is a not for profit community service organization located within the City of Cocoa; and

WHEREAS, the City Council believes the programs and services to be provided through Service Provider will continue to benefit all residents of the City and desires to continue the established programs that are focused on assisting the City's at risk-youth; and

WHEREAS, the Service Provider has requested a contribution from the City to offset the costs associated with providing the programs and services necessary to meet the needs and desires of the residents of the City; and

WHEREAS, the City of Cocoa acknowledges that funding is scarce and limited, and as such, the City desires to assume funding while the Service Provider researches and identifies alternative funding mechanisms; and

WHEREAS, the parties agree that the funds provided herein are for the sole purpose of serving the paramount public purpose of deterring gang-related activities, substance abuse, and other criminal activities within the City of Cocoa and to eliminate and reduce other negative factors that adversely affect the quality of life including, but not limited to, slum and blight; and

WHEREAS, the parties recognize this Agreement is necessary to ensure that the funds provided by the City to the Service Provider ultimately serve the aforesaid paramount public purpose; and

WHEREAS, the parties agree that the services provided by the Service Provider hereunder are for the benefit of the public health, safety, welfare, convenience and morals of the citizens of the City of Cocoa; and

WHEREAS, the City of Cocoa recognizes there is a reduction in funding from Diamond Square.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration which the parties agree has been exchanged and received the parties agree as follows:

1.0 **Recitals.** The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by this reference.

2.0 **Definitions.** For purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise:

(a) "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Service Provider to provide the Municipal Services stated herein using the funds provided in paragraph 4.0.

(b) "City" is the City of Cocoa, Florida, a Florida Municipal Corporation.

(c) "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, whichever is later, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not be effective against any party until said date.

(d) "Funds" shall mean the monies paid by the City to the Service Provider in accordance with paragraph 4.0 of this Agreement.

(e) "Public-Record" is as described in Section 119.011(1), Florida Statutes.

(f) "Service Provider" is the Alliance for Neighborhood Restoration of Brevard, Inc., a Florida non-profit corporation.

(g) "Work" or "Municipal Services" shall be used interchangeably and shall refer to the performance of the services outlined in paragraph 5.0 of this Agreement.

(h) "Wrongfully Expended Funds" is defined in paragraph 15.0 of this Agreement.

3.0 **Engagement: Term of Agreement.** The City hereby engages the Service Provider and the Service Provider agrees to perform the Municipal Services outlined in paragraph 5.0 of this Agreement and under the terms and conditions herein. The Term of this Agreement shall commence on the Effective Date and shall end on September 30, 2021.

4.0 **Payment of Funds.** The City agrees to pay the Service Provider a maximum of Sixty- one Thousand Seven- Hundred Sixty-Four and 00/100 Dollars ($61,764.00) annually during the term of this Agreement. Payment shall be made in maximum, monthly installments of Five Thousand One Hundred Forty-Seven Dollars ($5,147.00) depending on the Service Provider's performance under this Agreement and depending on the Service Provider's financial needs which are necessary to perform the services provided hereunder. The City shall be sole judge, in good faith, of Service Provider's performance and financial needs required under this Agreement and any payment made by the City under this Agreement shall be at the City's sole discretion. Funding shall be determined based on the monthly reports prepared

and provided by the Service Provider pursuant to paragraph 7.0 of this Agreement. Notwithstanding the City's commitment to the Service Provider hereunder, the source of such monies will lawfully be made from fund budgeted and appropriated for such purpose during the City's current fiscal year. Should the City fail to budget, appropriate or otherwise make available funds to fulfill its obligation under this Agreement, this Agreement shall be deemed terminated at the end of the then current term. The City agrees to provide the Service Provider with notice of non-appropriation at its earliest opportunity.

Unless otherwise specifically agreed in writing by the City, there shall be no other funds paid to the Service Provider for the performance of the work under this Agreement.

5.0 **Municipal Services.** In consideration of the Funds provided hereunder, the Service Provider agrees to perform the following municipal services;

5.1 Organize and coordinate anti-gang, and gun reduction activities including community outreach.

5.2 Continue to use the community resource trailer in cooperation and collaboration with the Cocoa Police Department to facilitate community relations and engagement with the citizens of the City of Cocoa.

5.3 Use the PAL Center as a drug-free area for educational, cultural and anti-gang, anti-drug, anti-gun activities where role playing, small group sessions, lectures, meetings and seminars may be held.

5.4 In partnership with the City of Cocoa and the Cocoa Police Department, host a Drug-Free Youth Summit and plan and coordinate a National Night Out.

5.5 Lead the Cocoa Police Athletic League in partnership with the City of Cocoa through the following events: Youth Directors Council, Basketball, After School educational programs and other similar Pal-related activities.

5.6 Research, identify and secure additional outside funding sources for the purposes of sustaining and continuing the Municipal Services in the City of Cocoa.

5.7 Upon mutual agreement in writing, any other related services consistent with the municipal purpose stated hereunder.

6.0 **Professionalism and Standard of Care.** The Service Provider shall perform and carry out in a professional manner, all Municipal Services required to be performed by this Agreement. Service Provider shall also use the degree of care and skill in performing the Municipal Services that are ordinarily exercised under similar circumstances by reputable members of Service Provider's profession working in the same or similar locality as Service provider.

7.0 **Submittal of Progress Reports.** On a monthly basis, the Service Provider shall submit to the City a written progress report as to the status of all Municipal Services set forth in this Agreement, the success of the project, the monthly financial needs of the Service Provider, and the steps the Service Provider has taken to research, identify and secure additional outside funding sources. The report shall in

a sufficient manner demonstrate the need for monthly funds under this Agreement and shall demonstrate that any funds expended were used to provide Municipal Services to the residents of Cocoa. If the detail is not sufficient in the City Manager's reasonable discretion to permit the City to determine the Municipal Services performed or the manner in which it is being performed, the City may seek more detail from the Service Provider.

8.0 **Warranty of Professional Services.** The Service Provider (for itself and any of its employees, Service Providers, partners, and agents used to perform the Municipal Services) hereby warrants unto the City that all of its employees (and those of any of its Service Providers, partners, and agents used to perform the Municipal Services) have sufficient experience to properly complete the Municipal Services specified herein or as may be performed pursuant to this Agreement. In pursuit of any Municipal Services, the Service Provider shall supervise and direct the Municipal Services, using its best skill and attention and shall enforce strict discipline and good order among its employees. The Service Provider shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority hearing on the performance of the Municipal Services.

9.0 **Work is a Private Undertaking.** With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the City and Service Provider is such that the Service Provider is an independent Service Provider and not an agent of the City. The Service Provider, its Service Providers, partners, agents, and their employees are independent Service Providers and not employees of the City. Nothing in this Agreement shall be interpreted to establish a relationship other than that of an independent Service Provider, between the City, on one hand, and the Service Provider, its Service Providers, partners, employees, or agents, during or after the performance of the Work under this Agreement.

10.0 **Compliance Monitoring.** Service Provider agrees that City control and monitoring of the Funds being provided hereunder is necessary to insure that the Service Provider is expending said Funds in furtherance of the public purposes declared by the City under this Agreement.

11.0 **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable 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 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 Service Provider; provided, to the extent allowed by law, that the foregoing shall not include 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) which relate to Service Provider's business generally and do not specifically relate to the services provided to the City under this Agreement. 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, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO 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, Florida 32922.

Service Provider is required to and agrees to comply with 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 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. 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 for the duration of the Agreement term. Upon completion of the Agreement, Service Provider shall transfer to the City, at no cost, 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 the public records be transferred, 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. 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; provided that nothing in this section shall require Service Provider to grant direct access (i.e., password protected access) to its proprietary computer systems to 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 records to the City or allow the records to be inspected or copied within a reasonable time; provided that nothing in this section shall require Service Provider to grant direct access (i.e. password protected access) to its proprietary computer systems. 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, Service Provider may be subject to penalties under Section 119.10, Florida Statutes. Service Provider acknowledges that if a civil action is filed against 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. 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 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.

12.0 **Audit and Inspections.** All the Service Provider's records with respect to any matters covered by this Agreement shall be made available to the City, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Service Provider within thirty (30) days after receipt by the Service Provider. Failure of the Service Provider to comply with the above audit requirements will constitute a material breach of this Agreement and may result, at the sole discretion of the City, in the withholding of future Funds or the immediate return to the City the Funds provided by this Agreement.

13.0 **Civil Rights.** The Service Provider agrees to comply with any and all federal, state and local civil rights laws, including, but not limited to Title VI of the Civil Rights Act of 1964 as amended; Title VII of Civil Rights Act of 1968 as amended; Section 109 of Title I of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age and Discrimination Act of 1975; Executive Order 11063; and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

14.0 **Nondiscrimination.** The Service Provider will not discriminate against any employee, applicant for employment, clients, or service beneficiaries because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to providing Municipal Services under this Agreement. The Service Provider will take affirmative action to insure that all employment practices and assistance to clients are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Service provided setting forth the provisions of this nondiscrimination clause.

15.0 **Representation and Warranties.** Service Provider represents and warrants that it shall use all Funds received from the City under this Agreement for the sole purpose of performing the Municipal Services provided in paragraph 5.0 herein. In the event the Service Provider fails to expend such Funds for said purpose (Wrongfully Expended Funds), the Service Provider shall fully reimburse the City the Wrongfully Expended plus interest calculated at maximum rate allowable under Florida Law per annum. If the City must take any legal action to collect any Wrongfully Expended Funds, the Service Provider shall

be liable for all costs incurred by the City to collect such Funds, including, but not limited to, reasonable attorney's fees, filing fees and other costs.

16.0 **Severability.** Should any paragraph or any part of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other paragraph or any part of any paragraph in this Agreement.

17.0 **Choice of Law: Venue.** This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such State shall govern the validity and interpretation of this Agreement and the performance due hereunder.

The parties agree that venue shall be exclusively in Brevard County, Florida, for all State Court Actions or disputes which arise out of or based upon this Agreement, and in Orlando, Florida for all Federal Court actions or disputes which arise out of or are based upon this Agreement.

18.0 **Integration; Modification.** The drafting, execution, and delivery of this Agreement by the Parties have been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

19.0 **Attorney's Fees.** Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

20.0 **Headings.** All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

21.0 **Waiver.** Any waiver by City of any breach or violation of the Service Provider's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation.

22.0 **Corporate Representations.** Service Provider makes the following representations to the City:

22.1 Service Provider is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the functions, responsibilities, and obligations in this Agreement.

22.2 The undersigned signatory for the Service Provider has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by the Service Provider has been duly authorized by the Board of Directors and/or the President

of the Service Provider. In support of said representation, the Service Provider agrees to provide a copy to the City of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

23.0 **No Joint Venture.** No provision contained herein shall be construed as creating a joint venture between the parties.

24.0 **City's Right of Inspection.** The City is hereby granted the right of entry onto the Service Provider's property used to perform the Municipal Services for purposes of determining the Service Provider's compliance with this Agreement. The Service Provider hereby agrees to fully cooperate with the City in permitting the City to conduct said inspections.

25.0 **Notices.** Communications and details concerning this Agreement shall be directed to the following contact representatives:

ATTN: City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8680

ATTN: Delores McLaughlin
P.O. Box 727
Cocoa, Florida 32922
(321) 504-9595

Anthony A. Garganese, City Attorney
Garganese, Weiss & D'Agresta, P.A.
P.O. Box 2873
Orlando, Florida 32802-2873
(407) 425-9566

The foregoing addresses and representatives may be amended by any party at any time during the term of this Agreement by providing the other party written notice of said amendment.

26.0 **Time of Performance/Term.** Time is of the essence under this Agreement. Municipal Services provided by the Service Provider shall begin immediately upon execution of this Agreement. If the Service Provider has failed to expend all the Funds appropriated within the Term of this Agreement, the City, at its sole discretion, may require the Service Provider to immediately return to the City any and all Funds not properly expended or extend the term of this Agreement to allow the Service Provider additional time to properly expend the Funds pursuant to this Agreement.

Paragraphs 5.0, 11.0, 12.0, 26.0, 28.0, and 33.0 shall survive the termination of this Agreement.

27.0 **Termination.** Either party may terminate this Agreement for convenience with at least three (3) days written notice to the other party. If this Agreement is terminated for convenience, the Funds

provided under Paragraph 4.0 shall be considered earned up to the date of termination on a pro-rated basis. The Service Provider shall return the pro-rated remaining Funds to the City within seven (7) days of termination of this Agreement. In addition, the City may terminate this Agreement for cause if the Service Provider materially fails to comply with any term of this Agreement or discontinues (in the sole opinion of the City) providing the Municipal Services while Funds have not been completely and properly expended or through the non-appropriation of funds. In such case, where the Agreement is to be terminated for cause (other than non-appropriation of funds), the City shall provide the Service Provider with at least thirty (30) days written notice to cure the default prior to termination. If the default has not been cured to the satisfaction of the City, within the thirty (30) days, termination shall be effective on the thirty-first (31st) day, without further action of the City. If the City terminates this Agreement for cause, it can elect any remedy provided by law, including, but not limited to, immediately requiring repayment of any and all of the Funds provided in Paragraph 4.0 herein. In addition, the City may declare the Service Provider ineligible for any further participation in any future Fund which are provided by the City for Municipal Services or other similar funds or grants provided by the City.

28.0 **Indemnification and Hold Harmless.** For all Municipal Services And Work performed pursuant to this Agreement, the Service Provider agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its employees, attorneys and officers, from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from, or out of the following: (a) the acts, errors, omissions, international or otherwise, arising out of or resulting from the Service Provider's and its employees, partners, Service Providers, and agents performance of the Municipal Services and Work being performed under this Agreement; (b) the Service Provider's, and its employees, partners, Service Providers, and agents failure to comply with the provisions of any federal, state or local laws, ordinance, or regulations applicable to the Service Provider's and its employees, partners, Service Providers, and agents performance under this Agreement; (c) any fraud and misrepresentation conducted by the Service Provider and its employees, partners, Service Providers, and agents in obtaining the Funds provided under this Agreement; (d) the Service Provider's and its employees, partners, Service Providers, and agents failure to properly expend the Funds pursuant to this Agreement

The indemnification provided above shall obligate the Service Provider to defend at its own expense or to provide for such defense, at the option of the City, any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers which may result from the Municipal Services and Work performed under this Agreement whether the Municipal Services and Work are performed by the Service Providers, its employees, Service Providers, partners, and agents or anyone directly or indirectly employed by the Service Provider. In all events, the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein.

29.0 **Assignment.** This Agreement shall not be assigned by the Service Provider.

30.0 **Bankruptcy.** The Service Provider hereby warrants and guarantees unto the City that it has not filed for bankruptcy or is subject to appointment of a receiver as of the Effective Date hereof. If the

Service Provider has filed or files for bankruptcy, should be adjudged bankrupt, is subject to appointment of a receiver, or makes a general assignment for the benefit or creditors, the City, upon not less than three (3) days written notice to the Service Providers, without prejudice to other remedies or rights that the City may have, may terminate this Agreement and require immediate repayment of Funds not expended by the Service Provider pursuant to this Agreement or Wrongfully Expended Funds.

31.0 **No City Obligation for Future Funds.** No provision in this Agreement shall be construed as requiring the City to provide additional funds for Municipal Services in the future, other than as specifically provided herein.

32.0 **Insurance Requirements.** During the Term of this Agreement, the Service Provider shall maintain, at its own expense, the following insurance coverage:

32.1 *Worker's compensation insurance* in accordance with the applicable provisions of Florida law.

32.2 *Professional liability insurance* for all corporate officers and directors of the Service Provider with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.

32.3 *Commercial general liability insurance* with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.

32.4 *Automobile liability insurance* in an amount not less than $250,000 for injuries to any one (1) person, $250,000 on account of any one (1) accident, and in an amount of not less than $250,000 for property damage.

Service Provider shall provide a copy of all insurance certificates to the City prior to receiving the payment of Funds from the City. Should the Service Provider fail to provide the insurance certificates or fails to obtain coverage in the aforementioned amounts, the City shall have the right to suspend the payment of the Funds until such time as the Service Provider complies with the requirements of this Paragraph 32.0 or terminate this Agreement if the Service Provider unreasonable delays compliance.

33.0 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, *Florida Statutes,* or other limitations imposed on the City's potential liability under State or Federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000). This paragraph shall survive termination of this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the day and year the last party signs this Agreement as stated below.

WITNESS:

Print Name: _____

ALLIANCE FOR NEIGHBORHOOD RESTORATION OF BREVARD, INC.

By: _____

Date: _____

ATTEST:

_____
Carie Shealy, City Clerk, MMC

CITY OF COCOA:

_____
by: Jake Williams Jr., Mayor

Date: _____

Legislation Details (With Text)

File #:	20-432	**Version:**	2	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	7/13/2020			**In control:**	City Council
On agenda:	7/22/2020			**Final action:**	
Title:	Approve a six (6) month extension to the London Cove Preliminary Subdivision application from August 9, 2020 to February 9, 2021. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	London Cove permit extension letter (revised).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 13, 2020
Agenda Date: July 22, 2020
Prepared By: Dodie Selig, AICP, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve a six (6) month extension to the London Cove Preliminary Subdivision application from August 9, 2020 to February 9, 2021.

BACKGROUND:

On July 8, 2020, staff received a letter from Dave Schmitt, the engineer for the London Cove project. The letter requests that the London Cove Preliminary Subdivision application be extended for a period of six (6) months. The project is generally located just west of the Publix Shopping Center on SR524. The property owner has been in contact with a developer for the rear of the property and they had put the subdivision on hold during those talks. At this time it appears they are in agreement with the new developer and are therefore ready to resume the London Cove project. As the Preliminary Subdivision was approved on August 9, 2019, this extension would give the applicant until February 9, 2021 to finish the site work and apply for the Final Subdivision.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a six (6) month extension to the London Cove Preliminary Subdivision application from August 9, 2020 to February 9, 2021.

DAVE SCHMITT ENGINEERING INC.

July 8, 2020

Sandra Leone
Community Development Planner
City of Cocoa
65 Stone Street
Cocoa, FL. 32922

CITY OF COCOA
JUL - 8 2020
RECEIVED
PLANNING & ZONING DIVISION

Re: London Cove – PZ18-00100002
DSE Job: DB-3
Permit Extension

Sent Via Email: sleone@cocoafl.org

Dear Sandra Leone,

We are requesting the approval of London Cove to be extended 6 months which would extend the August 9th timeframe to February 9th, 2021. Also, as requested, we are stressing the importance of getting the project without having to start over with our client.

If you have any questions or concerns, please do not hesitate to contact our office at (407) 207-9088.

Sincerely,

Dave Schmitt, P.E.
Dave Schmitt Engineering, Inc.

Cc: Matthew Stiefeld, Demetree Builders
Robert Horne, Project Management Advisors, Inc.
File

12301 Lake Underhill Road, Suite 241, Orlando, FL 32828
• Phone: (407) 207-9088 • FAX: (407) 207-9089
www.dseorl.com

Legislation Details (With Text)

File #:	20-358	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	6/19/2020			**In control:**	City Council
On agenda:	7/22/2020			**Final action:**	
Title:	Informational item related to City Council's request to discuss the addition of an agenda review meeting.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 11, 2020
Agenda Date: July 22, 2020
Prepared By: Matthew Fuhrer, Interim City Manager
Through:
Requested Action:
Informational item related to City Council's request to discuss the addition of an agenda review meeting.

BACKGROUND:

At the May 20th regular City Council meeting staff was requested to bring back information related to the addition of a City Council agenda review meeting. The purpose of the meeting would be to allow for members of City Council to have additional discussion with staff as well as other members of the board. City staff researched other jurisdictions locally as well as around the state to determine if an agenda review meeting is held, what the format is and when it occurs in relation to the meeting.

Survey of Space Coast Jurisdictions

Jurisdiction	Individually Meet with City Manager	Individually Meet with Staff *	Council Member Agenda Review Meeting
Palm Bay	Prior to City Council Meeting	No	No
Melbourne	Prior to City Council Meeting	No	No

Indian Harbour Beach	Prior to City Council Meeting	No	No
Satellite Beach	Prior to City Council Meeting	No	No
Cocoa Beach	Prior to City Council Meeting	No	No
Palm Shores	No	No	No
Cape Canaveral	Prior to City Council Meeting	No	No

*It is important to note that while none of the Space Coast jurisdictions have formal scheduled individual City Council and staff meetings, almost all offer the meetings or conduct them based on the complexity of the items on the agenda.

Current City of Cocoa Practice

The City of Cocoa City Council members have the discretion to meet with the City Manager in advance of each City Council meeting to review the upcoming agenda. Should additional information be requested a meeting is coordinated with the appropriate staff member to assist. Items with significant operational or community impact may be scheduled for a City Council workshop for presentation and discussion on a case by case basis.

City of Orlando
The City of Orlando hosts an agenda review meeting that occurs directly before the regular City Council meeting. One primary purpose of the meeting is to allow for public comment on the consent agenda. This meeting is typically up to 3 hours in length prior to the City Council meeting.

Winter Haven
The City of Winter Haven hosts an agenda review meeting that occurs at varied times (one week to two weeks) in advance of the regular City Council Meeting. The meeting discussion is based on the level of interest or complexity of the agenda.

Through the overall review of other local government practices, it would suggest that each local government is somewhat unique and the majority are consistent with the City's current practice.

Items for Consideration

- The addition of an agenda review meeting provides an opportunity for City Council Members to have additional conversation related to upcoming agenda items and inform each other of their perspective.

- The additional review meeting may allow for the regular City Council Meetings to progress more efficiently due to member discussion in advance.

- Public transparency may be enhanced through the use of agenda review meetings as there would be more opportunity for the public to understand City Council perspective and more detailed staff reporting.

- Should all members of City Council attend the agenda review meetings it could be ensured

that all members have received the same information.

- Staff works to provide each member of City Council accurate and consistent information in advance of each meeting. In the event that City Council members would miss an agenda review meeting they may not be privy to all the information exchanged at the meeting and between members.

- City Council meetings and workshops are currently hosted in the evening hours to accommodate members of the public as well as City Council members that work a regular schedule outside of their duties as City Council members. Should additional meetings or the timing of meetings be altered it may impact the interest of prospective City Council members within the community due to the time commitments associated with the position.

- While the meetings would be limited to staff that have specific items for discussion, the addition of an agenda meeting would result in additional time requirements for staff that still need to fulfill their regular duties.

- Currently the internal procedure for agenda items with a financial impact have a submission date of 2 ½ weeks prior to the City Council meeting. These items are typically finalized 6 days in advance of the City Council meeting. In order to accommodate an agenda review meeting the timeline would need to be adjusted and submissions would either need to be made sooner or delayed until the next meeting.

- Council always has the ability to schedule workshop meetings, on a case-by-case basis, when Council determines that an agenda item requires more review and discussion before final action.

- Some agenda items, such as quasi-judicial land use matters, are not appropriate for agenda review meetings because of required due process hearing procedures.

In addition to the regular City Council meetings, the City as a matter of practice hosts a number of City Council workshops throughout the year. These workshops are scheduled for matters that require significant presentation and discussion in advance of producing an agenda item or information for the City Council to review. Outside of the workshops there are approximately 28 City Council meetings per year including the annual budget process. The formal meetings are outside of town hall meetings, city meetings and community meetings members wish to attend.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:

Enter text here, same as Requested Action

Legislation Details (With Text)

File #:	20-400	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	7/1/2020			**In control:**	City Council
On agenda:	7/22/2020			**Final action:**	
Title:	Approve Resolution No. 2020-175, Establishing the Rolled-Back Rate, adopt a Proposed Tentative Millage Rate and set the date, time, and place for the first Public Hearing to consider the FY2021 Budget. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2020-175 Establising the Rolled Back Rate and Setting the Millage Rate 072220.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 1, 2020
Agenda Date: July 22, 2020
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve Resolution No. 2020-175, Establishing the Rolled-Back Rate, adopt a Proposed Tentative Millage Rate and set the date, time, and place for the first Public Hearing to consider the FY2021 Budget.

BACKGROUND:

Florida Statues 200.065 TRIM (Truth-In Millage) Compliance Regulations provides that municipalities shall adopt a Proposed Millage Rate, establish the Rolled-back rate and set the date, time, and place of the first two public hearings. At the public hearings, City Council will consider the Proposed Millage Rate and the Tentative Budget.

Annually, by July 1, the Brevard County Property Appraiser certifies to each taxing authority the taxable value of real property within the jurisdiction of the taxing authority (City). The Certification of Taxable Value (DR-420 Form) provided by the Property Appraiser reflects this year's property calculation on which next fiscal year's ad valorem revenues will be calculated. In addition, the Property Appraiser also certifies the Tax Increment Adjustment Worksheet (DR-420TIF Forms) for each Community Redevelopment Agency (CRA) in the City. By August 4 of each year, the City shall advise the Property Appraiser of the Proposed Millage Rate, the current year's Rolled-back Rate and the date, time, and place of the first Budget Public Hearing. The attached resolution allows the City to comply with the statutory requirements.

The City of Cocoa's current millage rate is 5.9790. The City Council has the following options to adopt a proposed millage rate.

- 12.8857 is the Maximum Millage Rate that is 10% over the majority vote maximum millage rate and requires a two-thirds (2/3) vote of the City Council; however, Florida Statutes sec. 200.081 limits a municipality to a maximum of 10 mills, except for voter approved levies.
- 11.7143 is the Majority Vote Maximum Millage Rate, adjusted for the change in per capita Florida personal income (1.0322) and requires a majority vote of the City Council; however, Florida Statutes sec. 200.081 limits a municipality to a maximum of 10 mills, except for voter approved levies.
- 5.9790 is the Current Millage Rate that can be maintained with a majority vote of the City Council.
- 5.8274 is the Rolled-back Rate that requires a majority vote of the City Council.
- Any Rate up to the Maximum Millage Rate (10 mills) is allowed by state law.

Please Note: The Proposed Millage Rate established by the City Council will allow the Council to adopt a millage rate during a Public Hearing to be held on September 9, 2020 at or below the rate approved via Resolution 2020-175 at the regular City Council meeting on July 22, 2020. This rate can be reduced, but cannot be increased unless taxpayers are re-noticed at the City's expense and the millage adoption process starts over.

The City of Cocoa's current year gross taxable value for FY2021 is $1,166,698,204, which is $66,935,957 or approximately 6% higher than last fiscal year's final gross taxable value. The projected total Ad Valorem tax revenue for FY2021 is $6,975,689, and staff is recommending maintaining the millage rate at the current rate of 5.9790, which is consistent with the City's Strategic Plan Goal to *Maintain Long-Term Fiscal Sustainability* and is supported by the General Fund financial analysis performed by Stantec. The current millage rate of 5.9790 enables the City to achieve long-term fiscal sustainability.

The City is required to budget a minimum of 95% of $6,975,689, which equals $6,626,904 and results in an increase of $410,846 in ad valorem revenue over the FY2020 budget.

On September 9, 2020, at 6:00 in City Council Chambers, located at 65 Stone St. Cocoa, Florida, the City will hold the First Public Hearing on the Tentative Millage Rate and FY2021 Proposed Budget.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability - Through our strategic planning process, the City committed to developing a financially sustainable revenue base and control expenses to support and deliver high quality municipal services. Toward that end, the City retained Stantec Consulting to develop a long-term financial analysis model, of which the analysis indicated the need for the City to maintain its current millage, as one of many recommendations, to place the City on a path of fiscal sustainability over the short-term (5 years) and long-term (10 years).

BUDGETARY IMPACT:

As presented above, the City is required to budget a minimum of 95% of $6,975,689, which equals

$6,626,904 and results in an increase of $410,846 in budgeted ad valorem revenue over the Fiscal-Year 2020 Budget. Of note, payment to the two (2) CRA's with a 5.9790 millage rate, budgeted at 95% is as follows:

Cocoa/Downtown $811,297
Diamond Square $167,263

Total dedicated to the two (2) CRA's: $978,560

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:
Approve Resolution No. 2020-175, Establishing the Rolled-Back Rate, adopt a Proposed Tentative Millage Rate and set the date, time, and place for the first Public Hearing to consider the FY2021 Budget.

RESOLUTION NO. 2020-175

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ESTABLISHING THE ROLLED-BACK MILLAGE RATE; ADOPTING A PROPOSED TENTATIVE MILLAGE RATE; AND SETTING THE DATE, TIME AND PLACE OF A PUBLIC HEARING TO CONSIDER THE PROPOSED TENTATIVE MILLAGE RATE AND TENTATIVE BUDGET FOR FISCAL YEAR 2021; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute 200.065 expressly provides that municipalities shall adopt a Proposed Tentative Millage rate; and

WHEREAS, Florida Statute 200.065 requires that within 35 days of certification of value, each taxing authority shall advise the property appraiser of its proposed tentative millage rate, of its rolled-back millage rate and of the date, time and place at which public hearings will be held to consider the proposed tentative millage rate and tentative budget; and

WHEREAS, Florida Statute 200.65 provides that at the time of the adoption of the proposed tentative millage rate, the municipality shall set the date, time and place for a public hearing to consider the proposed tentative millage and the tentative budget; and

WHEREAS, Florida Statute 200.65 further requires that within 80 days of the certification of value, but not earlier than 65 days after the certification the governing body of each taxing authority shall hold a public hearing on the tentative budget and proposed tentative millage rate.

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

SECTION 1. The rolled-back millage rate to be used for millage calculation for the City of Cocoa, Florida for Fiscal Year 2021 is set at 5.8274 mils.

SECTION 2. The proposed tentative millage rate for the City of Cocoa, Florida for the Fiscal Year 2021 is 5.9790 mils which is 2.60% greater than the computed rolled-back rate of 5.8274.

SECTION 3. A public hearing shall be held in the City of Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida on September 9, 2020 at 6:00 p.m. to consider the proposed tentative millage rate and the tentative budget for Fiscal Year 2021.

SECTION 4. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 5. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida including, but not limited to Resolution No. 2020-175.

ADOPTED BY THE City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 22nd day of July 2020.

_____
Jake Williams Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	20-410	**Version:** 1	**Name:**	August Special Events	
Type:	Informational Item		**Status:**	Council Busines	
File created:	7/6/2020		**In control:**	City Council	
On agenda:	7/22/2020		**Final action:**		
Title:	Seek Council direction on permitting special events at City facilities.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2020 Fall A_C Safety Plan.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 6, 2020
Agenda Date: July 22, 2020
Prepared By: Samantha Senger, APR, APIO, Asst. to City Manager/PR Specialist
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Seek Council direction on permitting special events at City facilities.

BACKGROUND:

At the June 10, 2020 Cocoa City Council meeting, staff sought Council direction on moving forward with public special events at City facilities. Council requested a safety plan from each organizer that planned a special event at City facilities for the months of July and August to see how the organizer planned to keep the public safe and help prevent the spread of the coronavirus.

For the month of August, the only special event that is requesting a permit to host a public special event at this time is Dirty Oar Brewing Company who is requesting to host their Anniversary Celebration on Sunday, August 23, 2020 at Riverfront Park with an estimated attendance of 500 people. They will have vendors and a band on the main stage.

Their plan to help keep the public safe and stop the spread of COVID-19 is to post signage alerting all attendees to practice social distancing, the booths will have a good deal of space between them, everyone working the event will be required to wear masks and those attending will be encouraged to do so through advertising and signage and we will provide hand sanitizer throughout the venue.

Historic Cocoa Village Main Street is seeking approval for their Fall Arts & Craft Fair October 17-18, 2020. Their safety plan is attached to this agenda.

Currently, the State of Florida is in Phase 2 of the re-opening plan set out by Governor DeSantis. In

this phase of the plan, mass gatherings are limited to 50 people for indoor functions. Outdoor gatherings, it is encouraged to practice social distancing.

STRATEGIC PLAN CONNECTION:

Marketing of City facilities for recreational/event purposes to promote and enhance the image of Cocoa.

BUDGETARY IMPACT:

No budgetary impact other than public special events were included in revenue projections for Leisure Services.

PREVIOUS ACTION:

Council requested that all requests for public special events requesting to host their event at City facilities present to Council their plan to keep the public safe and continue to slow the spread of COVID-19.

RECOMMENDED MOTION:

Staff is seeking Council direction on permitting two large special events with a plan in place to help keep attendees safe and slow the spread of COVID-19.

Historic Cocoa Village Main street
Fall Art & Craft Fair, Oct. 17-18, 2020
Safety Plan

July 17, 2020

Layout

The Art & Craft Fair is normally sited outdoors, on the streets of Cocoa Village including Brevard Ave., Delannoy Ave, Oleander, Harrison, Church and Orange Streets, covering roughly 85,000 SF.

The layout will be expanded to approximately 185,000 SF by including a portion of Harrison Park, all of Riverfront Park and the walkways of Taylor Park. This will allow the spacing of exhibitor tents at a distance of approximately ten (10) feet from one another. Best efforts will also be employed to stagger the spacing of those tents that are located in the street so that each has an empty space directly across from them. The effort to stagger tents will be complicated by the presence of exhibitors with multiple spaces but organizers will do the best they can to maintain the staggered layout.

Please see Fall Art & Craft Layout attached.

Registration

- All registration personnel will be masked, entry will be controlled and social distancing of exhibitors will be required.

Exhibitor Requirements

- All exhibitors will be required to wear masks and to maintain a supply of hand sanitizer for customer use.
- PPE supplies will be available to those exhibitors that require them

Attendee Requirements

- Use of face masks will be encouraged
- Safety information in the Show Guide will include the location of handwashing stations etc.

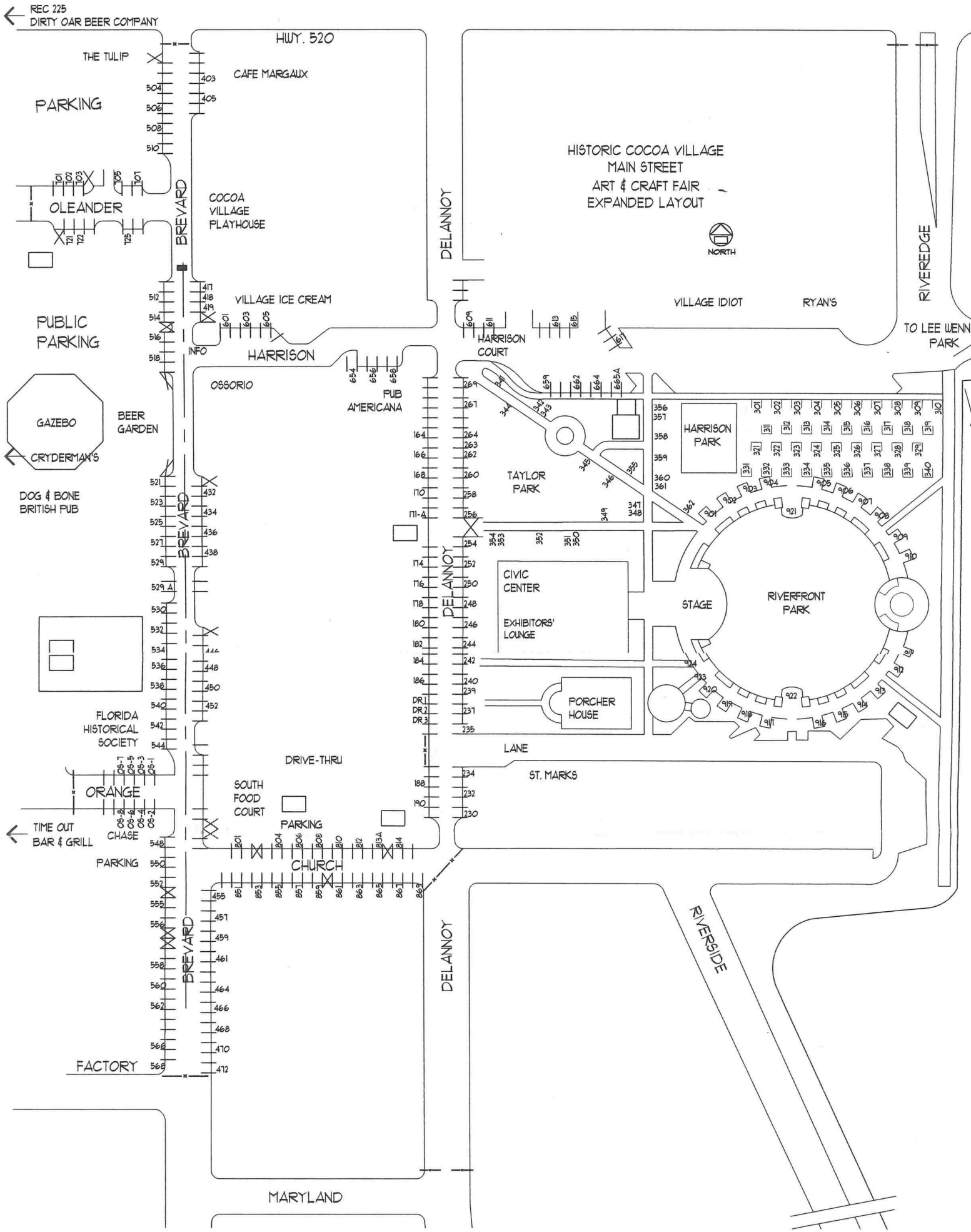
Public Safety

- Hand washing stations will be provided at strategic locations around the Fair grounds.
- At least one additional officer will be needed from Cocoa PD to cover the additional square footage and two V-Cops will be requested for crowd monitoring.

Pedestrian Traffic Management

- Appropriate signage will be employed for both way finding and for safety remainders.

Allan Chapman
Executive Director
Historic Cocoa Village Main Street


REC 225
DIRTY OAR BEER COMPANY
HWY. 520
THE TULIP
CAFE MARGAUX
PARKING
HISTORIC COCOA VILLAGE
MAIN STREET
ART & CRAFT FAIR
EXPANDED LAYOUT
NORTH
OLEANDER
COCOA
VILLAGE
PLAYHOUSE
BREVARD
DELANNOY
RIVEREDGE
VILLAGE ICE CREAM
VILLAGE IDIOT
RYAN'S
PUBLIC
PARKING
INFO
HARRISON
HARRISON
COURT
TO LEE WENN
PARK
OSSORIO
PUB
AMERICANA
GAZEBO
BEER
GARDEN
CRYDERMAN'S
TAYLOR
PARK
HARRISON
PARK
DOG & BONE
BRITISH PUB
CIVIC
CENTER
EXHIBITORS'
LOUNGE
STAGE
RIVERFRONT
PARK
PORCHER
HOUSE
FLORIDA
HISTORICAL
SOCIETY
LANE
ST. MARKS
DRIVE-THRU
ORANGE
SOUTH
FOOD
COURT
PARKING
TIME OUT
BAR & GRILL
CHASE
PARKING
CHURCH
RIVERSIDE
FACTORY
MARYLAND

Legislation Details (With Text)

File #:	20-319	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	6/4/2020			**In control:**	City Council
On agenda:	7/22/2020			**Final action:**	

Title: City Council consideration to Approve a Resolution increasing residential recycling fees, $1.02 per residential customer per month, per Waste Management's request, effective August 2020 Billing. Also included in the Resolution, Foregoing the customer passthrough of the CPI Increase (.7%) to Garbage, Greenwaste and Recycling Charges, to Commercial and Residential Customers inside the City Limits of Cocoa, for Fiscal Year 2021. Approve related Budget Resolution amending the Fiscal Year 2020 Budget to increase the Recycling Revenue and Expense Accounts for August and September 2020, BAF# 20-082. (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments: City of Cocoa Recycling Extraordinary Cost June 2020.pdf
WM Budget Resolution FY 2020.pdf
BAF 20-082-A -PW-WM Rate Increase (7-22-20) Agenda 20-319.pdf
RESOLUTION 2020-____ No Passthrough
RESOLUTION 2020-____ Waste Mgt Recycling Fee Increase. No Passthrough

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 26, 2020
Agenda Date: July 22, 2020
Prepared By: Cheryl Meisenzahl, Contract Technician
Through: Bryant Smith III, P.E., CFM, Public Works Director
Requested Action:
City Council consideration to Approve a Resolution increasing residential recycling fees, $1.02 per residential customer per month, per Waste Management's request, effective August 2020 Billing. Also included in the Resolution, Foregoing the customer passthrough of the CPI Increase (.7%) to Garbage, Greenwaste and Recycling Charges, to Commercial and Residential Customers inside the City Limits of Cocoa, for Fiscal Year 2021. Approve related Budget Resolution amending the Fiscal Year 2020 Budget to increase the Recycling Revenue and Expense Accounts for August and September 2020, BAF# 20-082.

BACKGROUND:

The City of Cocoa Council entered into an agreement with Waste Management for collection of waste within the City of Cocoa on January 9, 2007, ending on December 31, 2011. The first of two (2), five (5) year renewals was adopted by City Council on July 26, 2011. The second, and final, five (5) year renewal was adopted by City Council on February 9, 2016. The current contract covers the collection

of refuse, recycling and green waste streams for residential customers and waste dumpster container services for commercial customers. Services not included are: commercial recycling, construction and demolition debris pick up, hazardous waste collection and collection of green waste on vacant lots. Commercial green waste is not included with the commercial dumpster charge; however, the service is available upon request by the customer at an additional charge.

Since entering into the Agreement, circumstances have resulted in the costs of processing, transportation and marketing services for Recyclable Materials to increase dramatically. Recently, changes in laws governing these activities outside of Waste Management's control have produced significant adverse results. As outlined in the attached letter, Waste Management respectfully requests an increase of $1.02 per residential customer per month. This will bring the current charge of $2.28/month for recycling up to $3.30/month. There are approximately 5,500 residential recycling accounts, thus generating an increase of $5,610.00 per month totaling $16,830 for the remainder of Fiscal Year 2020.

Per our Agreement, Waste Management may petition the City to adjust the rates based on unusual and unanticipated increases in the cost of doing business, including but not limited to, a change in low or any changes of collection regulations. The request is supported by documentation that highlights the increase in operating costs and the reasons thereof. (See attached letter from Waste Management dated June 1, 2020.) The Contractor's request must be made within a reasonable time and shall contain reasonable proof and justification to support the need for the rate adjustment. The City may request from Waste Management, and Waste Management shall provide, such further information within its possession as may be reasonably necessary in making its determination. The City Council shall approve or deny the request (without penalty), in whole or in part, as its sole and absolute discretion, within sixty (60) days of receipt of the request and all other additional information required by the City.

Staff is also requesting that City Council forego the customer passthrough of the CPI increase of .7% for Garbage Recycling, and Greenwaste for both Commercial and Residential accounts, within the City of Cocoa's City Limits, for FY2021.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Budget Adjustment Form #20-082

Amount Requested	$16,830
Account Number	001-0000-343.41-20
Account Name	Recycling Revenue Account

Amount Requested	$16,830

Account Number	001-3550-534.34-03
Account Name	Recycling Expense Account

PREVIOUS ACTION:

The City of Cocoa Council entered into an agreement with Waste Management for collection of waste within the City of Cocoa on January 9, 2007, ending on December 31, 2011. The first of two (2), five (5) year renewals was adopted by City Council on July 26, 2011. The second, and final, five (5) year renewal was adopted by City Council on February 9, 2016.

RECOMMENDED MOTION:

City Council consideration to Approve a Resolution increasing residential recycling fees, $1.02 per residential customer per month, per Waste Management's request, effective August 2020 Billing. Also included in the Resolution, Forego the customer passthrough of the CPI Increase (.7%) to Garbage, Greenwaste and Recycling Charges, to Commercial and Residential Customers inside the City Limits of Cocoa, for Fiscal Year 2021. Approve related Budget Resolution amending the Fiscal Year 2020 Budget to increase the Recycling Revenue and Expense Accounts for August and September 2020, BAF #20-082.

powered by Legistar™

Waste Management Inc. of Florida
3303 Lake Drive
Cocoa, FL 32926

June 1, 2020

Mr. Matthew Fuhrer
Interim City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Re: Adverse Impacts to Recycling Operations

Dear Mr. Fuhrer:

Waste Management Inc. of Florida ("WM") is writing to share with you a review of issues that have had negative impacts on our Recyclable Materials operations, and to begin a dialogue with you regarding adjustments to the Solid Waste Agreement ("Agreement") to help address those impacts.

Since entering into the Agreement, uncontrollable circumstances have resulted in the costs of providing processing, transportation and marketing services for Recyclable Materials to increase dramatically. The primary driver of these significant adverse changes has been changes in laws governing these activities, which were outside of WM's control.

Most noteworthy were changes in laws and regulations imposed by the People's Republic of China. In accordance with the Law of the People's Republic of China on Prevention and Control of Environmental Pollution by Solid Waste, starting in 2017, the government of China adopted standards that have had a devastating impact on the recycling industry. See, for example, National Standards of the People's Republic of China GB 16487.4-2017 related to paper recyclables. The biggest impact of this standard was that it established a new quality specification of 0.3% contamination by weight for any imported wastepaper. The prior standard had been 10% contamination.

For plastics, the contamination specification was established at 0.5%. See National Standards of the People's Republic of China GB 16487.12-2017 related to plastic recyclables. The prior standard had been 10% contamination. Even worse, in 2018, Announcement No. 6 of the

Announcement on Adjustment to the Catalogue for the Administration of Import Solid Waste banned the import of "scraps of plastics," effective December 31, 2018.

More nations have followed China's lead, including domestically. Moreover, there has been growing concern over the issue of plastic waste in the environment, and the impact of plastics transported to less developed countries. This has led WM's parent, Waste Management, Inc., to adopt a policy in August 2019 that its operating subsidiaries would no longer ship collected and processed plastics outside of North America.

Processing Costs

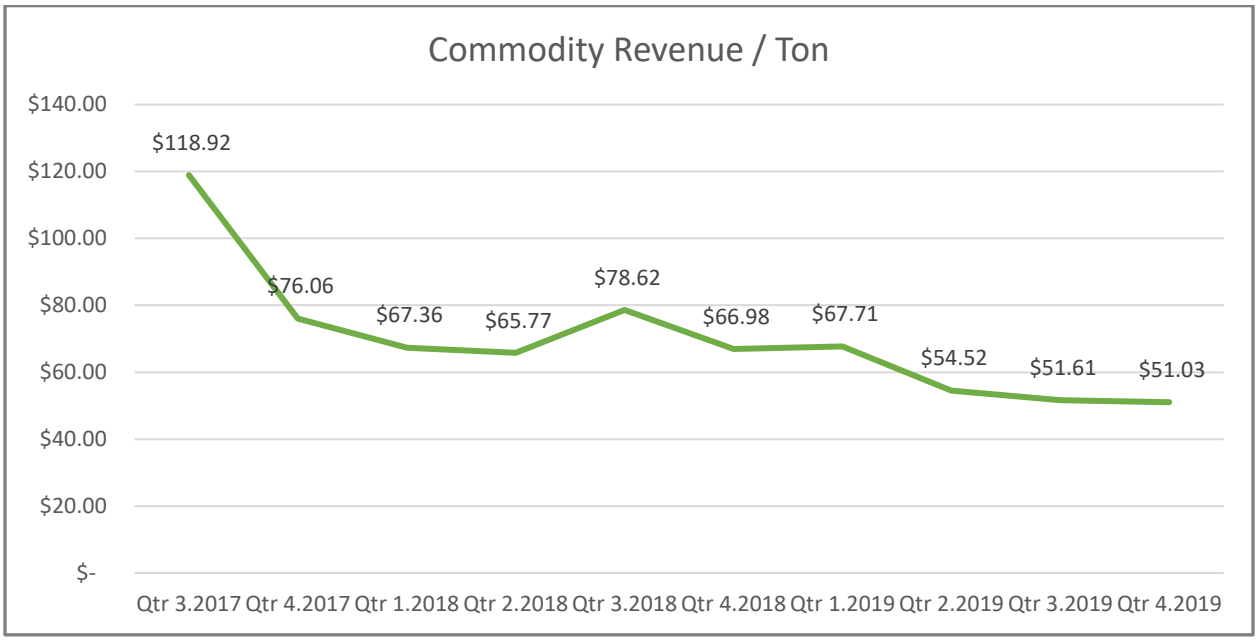
The adoption of more stringent quality specifications has increased the cost of processing collected Recyclable Materials. In order to meet the new specifications, the material has had to undergo additional sorting, which has reduced the tons per hour of material that can be processed and readied for market at our Cocoa Material Recovery Facility (MRF). It has also increased labor costs due to the need for additional hand sorting.

Loss of Commodity Value

The series of events discussed above has resulted in large reductions in commodity values, and current trends are not encouraging. This can best be seen by looking at commodity values for paper products, which nationally make up about 60% of Recyclable Materials received and processed. The largest paper commodity is mixed paper. Prices have fallen dramatically from $88.00 per ton in 2017 to **negative $5.00-20.00** per ton in November 2019. This means that WM must pay to have this material recycled following processing. The second commodity is cardboard, which has similarly fallen from well above $100.00 per ton to $30-35 per ton in November 2019. One example of this loss of value is in the Southeast, where values have plummeted from $180.00 per ton in 2017 to $30.00 per ton in 2019, but that same trend generally exists throughout the United States.

To demonstrate the overall loss of commodity value specific to your community, the following table is presented. This sets forth the revenue per ton of all residential Recyclable Materials collected and processed at the Cocoa Material Recovery Facility from 3Q 2017 through 4Q 2019. This is the destination for Residential Recyclable Materials or Commercial Recyclable Materials collected in the City of Cocoa.

Cocoa Material Recovery Facility



As seen above, overall commodity values have declined by a staggering $67.89 per ton from October 2017 through December 2019, an approximately 57% reduction. For the City of Cocoa, based on the tonnage of Recyclable Materials collected, monthly revenue for Residential Recyclable Material has decreased by $1.02 per customer per month.

The fee that WM pays for processing and marketing of recyclables is based on a calculation of commodity value less processing cost. Currently, the processing costs significantly exceed commodity value, which means that WM has to pay a tipping fee for processing and marketing to the Material Recovery Facility. Since January 2017, for the City of Cocoa, based on the tonnage of Recyclable Materials collected, the cost to WM for processing and marketing for Residential Recyclable Materials has increased by $1.02 per customer per month.

Our company carefully evaluates market conditions and has provided guidance that commodity values are not likely to recover significantly in the foreseeable future, as supply will continue to outstrip demand. These events have proven devastating for the recyclables industry, and at this point, WM's recycling operations are marginally sustainable.

As a result, WM respectfully requests an extraordinary increase of $1.02 per Residential customer per month. WM wants to make it clear that the purpose of this request is to align the rates with our recycling costs on a going forward basis, and not to retroactively recover prior increased costs or decreased commodity revenues. The attachment on page 5 outlines current market-viable single stream Recyclable Materials for the City's review.

I will be calling you soon to discuss this matter and next steps. Thank you in advance for your consideration.

Sincerely,

Dina Reider-Hicks

Dina Reider-Hicks
Government Affairs Manager

WASTE MANAGEMENT

Attachment

RECYCLABLES SPECIFICATIONS

RECYCLABLES must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green – empty*	Magazines, glossy inserts and pamphlets

Non-Recyclables include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Hazardous/Medical Waste or containers which contained such materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any paper Recyclable materials or pieces of paper Recyclables less than 4” in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

* These materials may be deemed Recyclables upon written consent of Contractor, which may be withdrawn upon notice to City if there is no commercially viable market.

RESOLUTION NO. 2020-179

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; 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, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; 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 2019-2020 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 22nd day of July, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2020 - 20-082-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3550 | DATE PREPARED: 06/26/20

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 11,220	001-0000-343.41-20		Recycling Revenue Account	$ 216,789	$ 216,789	$ 228,009	$ 67,972
$ 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
$ 11,220	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 11,220	001-3550-534.34-03		Recycling Expense Account	$ 1,900,000	$ 1,900,000	$ 1,911,220	$ 595,860
$ 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
$ 11,220	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Due to increasing costs of providing processing, transportation and marketing services for Recyclable Materials, Waste Management has requested an increase of $1.02 per residential customer per month. There are approximately 5,500 residential recycling accounts which will result in a $5,610 monthly increase. The budget needs to be amended for the remaining two (2) months of FY2020 if increase is approved by City Council. Agenda 20-319

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 07/22/20 *RESOLUTION #:* _____

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

6/26/20	Cheryl Meisenzahl Digitally signed by Cheryl Meisenzahl Date: 2020.06.26 13:15:10 -04'00'	6/29/20	Lea Malarae Digitally signed by Lea Malarae Date: 2020.06.29 09:16:44 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
6/26/20	Bryant Smith Digitally signed by Bryant Smith Date: 2020.06.26 13:29:01 -04'00'	7/14/20	Lora Howell Digitally signed by Lora Howell Date: 2020.07.14 10:13:12 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

RESOLUTION NO. 2020-180

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, FORGOING PASSTHROUGH CHARGING CUSTOMERS THE CPI ADJUSTMENT DUE WASTE MANAGEMENT IN FISCAL YEAR 2020/21; PROVIDING FOR SEVERABILITY, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND AN EFFECTIVE DATE.

WHEREAS, Section 9-37 of the Cocoa Code provides that the City may establish and collect service charges for inspecting, collecting, hauling and disposing of solid waste, special waste, sludge, construction and demolition debris or any other waste; and

WHEREAS, the City Council recognizes that Waste Management has delivered written notice to the City, dated May 29, 2020, stating that it is contractually entitled to a 0.07% increase in rates for the upcoming new fiscal year 2020/2021, however, the City Council desires to forego passthrough charging such increase to the customers; and

WHEREAS, the City Council finds that this Resolution serves a public purpose and is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. Fiscal Year 2020/21 Rate Increase – No Passthrough Charging to Customers. The City shall forego passthrough charging solid waste customers the contractual CPI adjustment (0.07% increase) in rates and charges which will be owed Waste Management in fiscal year 2020/21.

Section 2. 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 3. Applicability; 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 4. Effective date. This Resolution shall become effective immediately upon adoption.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 22nd day of July, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

RESOLUTION NO. 2020-181

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, APPROVING AN INCREASE IN WASTE MANAGEMENT RESIDENTIAL RECYCLING FEES EFFECTIVE AUGUST 2020 DUE TO UNCONTROLLABLE CIRCUMSTANCES; PROVIDING FOR SEVERABILITY, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND AN EFFECTIVE DATE.

WHEREAS, Section 9-37 of the Cocoa Code provides that the City may establish and collect service charges for inspecting, collecting, hauling and disposing of solid waste, special waste, sludge, construction and demolition debris or any other waste; and

WHEREAS, uncontrollable circumstances, including changes in applicable laws, have resulted in an increase in the costs associated with providing processing, transportation and marketing services for recyclable materials; and

WHEREAS, the adoption of more stringent quality specifications of recyclable materials has resulted in large reductions in commodity; and

WHEREAS, overall commodity values have declined $67.89 per ton from October 2017 through December, 2019, an approximate 57% decrease; and

WHEREAS, based on the tonnage of recyclable materials collected, monthly revenue for residential recyclable material has decreased by $1.02 per customer per month; and

WHEREAS, based on the tonnage of recyclable materials collected, the cost to Waste Management for processing and marketing residential recyclable materials has increased by $1.02 per customer per month; and

WHEREAS, the City Council finds that this Resolution serves a public purpose and is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. Recycling Rate Amendment. The City Council hereby approves an increase in the current residential recycling fee of $2.28/month to $3.30/month effective August, 2020.

Section 2. **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 3. **Applicability; 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 4. **Effective date.** This Resolution shall become effective immediately upon adoption.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 22nd day of July, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	20-322	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	6/4/2020			**In control:**	City Council
On agenda:	7/22/2020			**Final action:**	
Title:	Requesting approval of a one-time benefit of COVID Leave Accruals for City employees and the proposed leave sellback program included in the pending Fiscal Year 2021 Budget.				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	Emergency Responder List (Exempt from FFCRA).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 15, 2020
Agenda Date: July 22, 2020
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Requesting approval of a one-time benefit of COVID Leave Accruals for City employees and the proposed leave sellback program included in the pending Fiscal Year 2021 Budget.

BACKGROUND:

It is the City of Cocoa's intent to provide equity to those who worked or teleworked during the Governor's Safer at Home Order during the hours worked within payroll periods of April 6 - May 3, 2020. This time period also corresponds with the implementation of the Federal Family First Coronavirus Response Act which established provisions for required leave after meeting certain criteria with the exception of those designated to be "Emergency Responders." At the Special City Council Meeting of April 2, 2020, City Council approved a list of "emergency responders" by position.

After the Emergency Responder list was adopted by City Council it was realized by staff there were a few positions left off inadvertently. These additional positions were determined to be critical to the City's operations and should be added to the Emergency Responder list:

- Senior Stock Clerk
- Stock Clerk
- Field Supervisors (PW, UT, Sellars, Dyal)
- Asst to Building Official/Building Inspector
- Building Inspector

On May 29, 2020, a meeting was held with each of the City's five bargaining groups to inform them of a proposed COVID Leave benefit. Additionally, Interim City Manager created a separate citywide announcement of the proposed benefit. Additionally, the Interim City Manager informed by separate memo, the City will be transitioning to a bi-weekly payroll system at the beginning of Fiscal Year 2021 (on separate agenda item). To help bridge employees during this transition, an option was given to all employees of selling back up to a week of vacation and/or the new COVID Leave in October 2020, which would be proposed in the Fiscal Year 2021 budget.

Since the initial meeting with the Unions, there were ongoing discussions held to help determine the administration of the new COVID Leave and the sellback program. There is now agreement by all unions and staff is ready to implement the benefit program. When this was initially discussed, the total long-term impact of COVID was not realized and it is the City's intention this will be one-time benefit.

The City will provide COVID Leave hours based on the actual hours worked during the payroll periods. In determining hours worked, the City will utilize relative collective bargaining agreements and/or city policy. The total eligible hours vary based on position and type of work as recorded through the time-keeping system during April 6 - May 3, 2020.

Position Category	**Maximum COVID Leave Hours**
Firefighters & District Chiefs (50 hr. Workweek)	100
Police (Lt, Sgt, Officers, & Dispatchers)	80
LIUNA Employees designated as "Emergency Responders", Facility Attendants, Building personnel, and Field Supervisors	80
General Employees, Police/Fire Chiefs, Deputy/Commanders, and other LIUNA employees for Regular/On-Site Hours	40
Telework	20
Disaster Leave (HD)	0

Those employees who worked combinations of regular hours, telework, and/or disaster leave will receive a prorated portion of each applicable category based on the hours they worked during the Safer at Home Order. The maximum hours are based on full-time positions. Part-time employees will receive the equivalent based on their hours worked during this period.

The use of COVID Leave hours will not count towards hours worked when used i.e. will not count towards overtime. COVID Leave Hours not used as of September 30, 2022 will be swept from leave accruals.

Scenario 1: General employee teleworked 2 days/week and worked on-site 3 days/week. The employee regularly works 40 hours per week. Total potential work hours for PPE 4/5/20 to 5/3/20 = 160 hours.

Telework Hours Worked: Hours Worked: 64/160 = 40%
40% x 20 Telework hours comp time eligible= 8 hours
On-Site Hours Worked: 96/160=60%
60% x 40 On-Site hours comp time eligible = 24 hours

Total COVID Comp Leave Time = 32 hours

Scenario 2: General employee worked on-site 3 days/week and did not work two days/week. The employee regularly works 40 hours per week. Total potential work hours for PPE 4/5/20 to 5/3/20 = 160 hours.
On-Site Hours Worked: 96/160 = 60%
60% x 40 = 24 hours
Disaster Leave Hours Paid: 64/160=40%
40% x 0 = 0 hours (no comp time eligible for HD hours)

Total COVID Comp Leave Time = 24 hours

Administrative Services and Finance are working on the final details of the sellback program. If all eligible employees sold back 1 week of their comp time, the estimated budgetary impact citywide (General Fund, Enterprise Funds) is approximately $530,000, (including benefits) should all employees sell back the maximum of 40 hours. The budget for the sellback will be split in the appropriate funds. About 60% of the average payroll is in General Fund. With an estimated cost of $530,000, the impact to General Fund would be $319,000. The impact to the Utility Fund is approximately $207,000. The cost of this employee benefit is included in the FY2021 Proposed Budget. City Council will adopt the final budget at the regularly scheduled meeting on September 23, 2020.

Upon City Council approval, the COVID Leave hours will be added to employee leave accruals and notices will be provided soon to employees to inform them of their available balance and options to sellback leave in early October 2020. The leave time will support employees who may have exceeded their leave accruals to care for themselves and family members. This is a one-time offering to instill equity for the various working schedules and conditions during the Governor's Safer at Home Order.

STRATEGIC PLAN CONNECTION:

The City of Cocoa provides citizens with a variety of services to meet their basic needs as well as enhance their living and visitation experience. The delivery of these services is dependent upon the employees of the City who have direct and indirect contact with the citizens and visitors. Offering this benefit will help retain a qualified workforce while the City continues to overcome challenges associated with COVID-19.

BUDGETARY IMPACT:

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

The estimated costs for an employee sell-back up to 1 week of comp time is included in the FY2021 Proposed Budget.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:
Requesting approval of a one-time benefit of COVID Leave Accruals for City employees and the proposed leave sellback program included in the pending Fiscal Year 2020 Budget.

City of Cocoa

Families First Coronavirus Response Act

Emergency Responder Positions

All Sworn Police Positions Communications Dispatcher	All certified Fire personnel Department Directors/City Manager
Apprentice Operator Backflow Technician Certified Operator “C” Certified Operator “B” Certified Operator “A” Crew Leader In Utilities; Public Works On Call Customer Service Field Representative Custodial Worker/Janitorial Attendant Public Works Electrician I Electrician II Environmental Analyst I Environmental Analyst II	Heavy Equipment Operator Industrial Electrician I Industrial Electrician II Maintenance Worker I Maintenance Worker II Mechanic I Mechanic II Meter Reader Sludge Equipment Operator Utility Line Locator Utility Mechanic I Utility Mechanic II Valve Operator

Legislation Details (With Text)

File #:	20-365	**Version:** 1	**Name:**		
Type:	Ordinance		**Status:**	City Business	
File created:	6/22/2020		**In control:**	City Council	
On agenda:	7/22/2020		**Final action:**		
Title:	Approve Ordinance No. 08-2020 to adopt a new limited-duration Lien Amnesty Program, which provides an incentive for eligible property owners to bring their properties into compliance with the City Code by offering a supplementary expedited method to receive code enforcement lien reductions and releases of liens.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Draft Ordinance ___-2020 Lien Amnesty Program - 4-24-20 Draft.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 22, 2020
Agenda Date: July 22, 2020
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Michael Cantaloupe, (Police Chief)
Requested Action:
Approve an Ordinance to adopt a new limited-duration Lien Amnesty Program, which provides an incentive for eligible property owners to bring their properties into compliance with the City Code by offering a supplementary expedited method to receive code enforcement lien reductions and releases of liens.

BACKGROUND:

Members of city council expressed the desire to add a Lien Amnesty Program to the current City of Cocoa Code ordinance. Council was presented information gathered from the research of several operational programs currently being used in surrounding municipalities. Individual members of Council held discussions with the City Manager and Staff, regarding the information and requirements of the program for use in the city of Cocoa. With that direction staff working with the City Attorney's office drafted the proposed ordinance for the program which is contained in this agenda item.

The proposed Lien Amnesty Program will allow for an administrative reduction of outstanding liens which are outlined in the ordinance. Once it is determined that the current lien meets the criteria outlined in the ordinance the applicant would need to fill out an application and submit it to City of Cocoa Police Department Code Enforcement Division. Once processed and approved a lien reduction as outlined in the ordinance would be applied. This would allow the applicant to pay the

reduced amount and remove the lien from their property in a much shorter time-frame. Upon adoption staff will work with the City Attorney's office to develop the application paperwork necessary.

The Ordinance requires that the Council establish the initial duration of the amnesty program which will be codified in the City Code. Extensions and new durations can be established by Council thereafter by Resolution. Staff recommends an initial duration of no more than 18 months from the effective date of the Ordinance, and thereafter, Council can reevaluate the program at that time and whether an extension should be adopted.

STRATEGIC PLAN CONNECTION:

Image, Economic Development, and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The lien Amnesty program was brought to City Council for direction/Discussion.

RECOMMENDED MOTION:

Approve an Ordinance to adopt a new limited-duration Lien Amnesty Program, which provides an incentive for property owners to bring their properties into compliance with the City Code by offering a onetime expedited method to receive code enforcement lien reductions and releases of liens.

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ORDINANCE NO. 08-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 6, ARTICLE II OF THE CITY CODE, RELATING TO CODE ENFORCEMENT; CREATING A NEW LIEN AMNESTY PROGRAM; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City Council desires to create a new limited-duration Lien Amnesty Program, which provides an incentive for property owners to bring their properties into compliance with the City Code by offering a quick method to receive code enforcement lien reductions and releases of lien; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** Chapter 6, Article II, Division 1 of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Chapter 6, Article II, Division 1. It is intended that the text in Chapter 6, Article II, Division 1 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance.):

CHAPTER 6 – BUILDINGS, CONSTRUCTION AND PROPERTY REGULATIONS

*** * ***

ARTICLE II. – CODE ENFORCMENT

*** * ***

DIVISION 1. – GENERALLY

*** * ***

Section 6-707.5. – City Lien Amnesty Program.

(a) *Creation of Lien Amnesty Program.* In addition to the procedures established in Section 6-707 above, related to satisfaction or release of code enforcement liens, the City Council intends to create a City of Cocoa Lien Amnesty Program, which shall operate as a supplementary method for certain eligible property owners with code enforcement liens affecting their property to come into compliance with the City Code, to obtain a quick reduction of their unpaid liens, and to obtain a release of lien from the City.

(b) *Eligible Liens for Reduction and Release.* Where a certified copy of an order imposing a penalty or fine, as described above in Section 6-705, has been recorded in the public records and has become a lien against the land and/or property, an eligible property owner may apply for participation in the Lien Amnesty Program to reduce and release the lien, except as otherwise provided in this Section. The Lien Amnesty Program is designed solely for reduction and release of code enforcement liens, except that nuisance abatement liens, special assessment liens, and other city costs for reasonable repairs and abatement actions shall not be reduced and must be paid in full upon submittal of an application for participation in the Lien Amnesty Program. Utility liens are not eligible for reduction and release under the Lien Amnesty Program.

(c) *Program Duration.* The Lien Amnesty Program shall operate on a limited-duration basis, from _____ to _____, and as either extended or renewed at times designated by resolution adopted by the City Council.

(d) *Eligibility of Property Owners.* Property owners seeking to participate in the Lien Amnesty Program shall meet the following criteria:

(1) The property owner must have brought the property for which an application is submitted into compliance with all City Codes and Ordinances for which a violation was found by the code enforcement board, as determined by an inspection of the property by Code Enforcement staff, and have no pending code enforcement or nuisance cases affecting such property.

(2) The property owner must have brought all other properties owned in the City into compliance with all City Codes and Ordinances for which a violation has been found by the code enforcement board, as determined by an inspection of the properties by Code Enforcement staff, and have no pending code enforcement or nuisance cases affecting such properties.

(3) The property owner may not be the respondent in a pending foreclosure action instituted by the City.

(4) The property for which an application is submitted must be used as either a single-family residence, townhome or individually-owned condominium, except that owners of such properties are not eligible if the property is currently the subject of a rental agreement. Vacant, multi-family residential, and homeowner's association or condominium association commonly-owned properties are not eligible for participation in the Lien Amnesty Program.

(5) Where the code enforcement board has found a repeat violation, the property owner shall not be eligible for participation in the Lien Amnesty Program. A "repeat violation" shall be defined as provided in section 162.04, Florida Statutes, as adopted or hereafter amended.

(6) The property owner must be current on their property taxes and have no past due utility bills or other outstanding permit or business tax receipt fees owed to the City.

(e) *Procedure for Participation in Lien Amnesty Program.*

(1) The property owner must submit an application for participation in the Lien Amnesty Program to the City of Cocoa Police Department, Code Enforcement Division. The application shall be accompanied by an administrative fee established by the City Manager, which shall offset the City's costs associated with releasing an eligible lien and other city administrative costs for the Lien Amnesty Program. The application shall also be accompanied by a cashier's check or money order made payable to the City of Cocoa for all of the City's liens for repair and abatement costs that remain outstanding. This amount may be obtained by consulting with the City's Code Enforcement staff prior to submitting an application. For properties with multiple liens, a separate application and administrative fee shall be submitted for each lien. Application forms may be obtained from the City of Cocoa Police Department, Code Enforcement Division. The application shall contain the following information:

a. Code Enforcement Case Number;

b. Property address or Tax Parcel ID number associated with the lien and owner address and contact information;

c. A list of all other property addresses or Tax Parcel ID numbers for other properties owned by the property owner in the City; and

d. Whether the City Code Enforcement staff has inspected the property and determined that the property is in compliance and date of compliance inspection.

(2) Upon reviewing the application and making an initial determination that the property owner and liens requested to be reduced appear to be eligible for participation in the Lien Amnesty Program, Code Enforcement staff shall schedule an inspection of all properties owned by the property owner in the City with either code enforcement liens currently attached, if code enforcement has not already determined the violations to be in compliance, or with pending code enforcement or nuisance cases on the properties.

(3) If the property owner is found to be in compliance, Code Enforcement staff shall notify the property owner of the reduced lien amount that must be paid, in accordance with the formula established in subsection (f) below, in order for the City to release the lien. The property owner must submit the reduced lien payment within 30 days of the Code Enforcement staff mailing the notification. Upon receipt of the payment, the City Manager or his or her designee shall record a release of lien in the official records. Should the property owner fail to make the payment, the property shall remain subject to the full value of the code enforcement lien, except that any nuisance abatement liens, special assessment liens, and other city costs for reasonable repairs and abatement actions may be released or partially released to the extent that they were paid upon submittal of the application for participation in the Lien Amnesty Program.

(f) *Calculation of lien reductions.* The following formula shall be used to determine the reduced lien amount that must be paid in order to release the code enforcement lien. Should the City Council desire to renew the Lien Amnesty Program in the future, the City Council may adjust the formula as it deems necessary in its resolution renewing the Program.

(1) Liens recorded between January 1, 2000 and December 31, 2012, the lesser of a 90 percent reduction or $2,500.00, plus the City's administrative costs associated with the code enforcement case.

(2) Liens recorded between January 1, 2013 and December 31, 2019, the lesser of a 95 percent reduction or $2,000.00, plus the City's administrative costs associated with the code enforcement case.

(3) Liens recorded on or after January 1, 2020, the reduced lien payment shall be solely the City's administrative costs associated with the code enforcement case.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ___ day of _____, 2020.

_____

Jake Williams Jr., Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	20-397	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	7/1/2020			**In control:**	City Council
On agenda:	7/22/2020			**Final action:**	
Title:	Approve a Resolution Amending the FY20 Budget, Budget Adjustment Form #20-087-A to complete City Council Chambers audiovisual technology upgrades in the amount of $74,696.17 by IM Solutions, Inc. utilizing the Canaveral Port Authority's contract for Professional Services PUR-RFQ-18 -1. (Chief Technology Officer)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	24262001-200708 - COC Chamber Upgrades r04 7-9-2020.pdf Budget Resolution FY 2020 20-397.pdf BAF 20-087-A -IT-IM Solutions Chamber Upgrades (7-22-20) Agenda 20-397.pdf PUR-RFQ-18-1 -IT Continuing Contract - IM Solutions Executed.pdf PUR-RFQ-18-1-Request-For-Qualifications.pdf 200707 - COI from IM Solutions for City of Cocoa.pdf CPA Authorization to Utilize Contract PUR-RFQ-18-1.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 26, 2020
Agenda Date: July 22, 2020
Prepared By: Robert Beach, Chief Technology Officer
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Approve a Resolution Amending the FY20 Budget, Budget Adjustment Form #20-087-A to complete City Council Chambers audiovisual technology upgrades in the amount of $74,696.17 by IM Solutions, Inc. utilizing the Canaveral Port Authority's contract for Professional Services PUR-RFQ-18-1.

BACKGROUND:

When the City of Cocoa opened City Hall in 2009, it equipped the Council Chambers with an analog audiovisual system installed by AVI Systems. Over the years, this system has been modified to incorporate digital audiovisual technologies to fix issues, enhance performance, and add capabilities. This resulted in a system that is neither analog nor digital, but a hybrid. The City has been experiencing a greater quantity of quality issues with the audiovisual output that is streamed through its Granicus and YouTube feeds. Although various repairs have been attempted to resolve these quality issues, the streamed product is still far short of what is acceptable.

The City brought in IM Solutions, Inc., a firm which the City has utilized in the past and specializes in audiovisual technology, to perform an investigation into what was causing these quality issues and it determined that the hybrid (analog/digital) nature of the current existing system to be the main issue. Meeting audio is being converted from analog to digital and back to analog in some instances which results in a poor-quality output. The hybrid nature of the existing system creates multiple opportunities for noise and signal degradation to be introduced into the feed, thus producing the quality broadcast.

Based on their findings, IM Solutions, Inc. recommends replacing the majority of the existing system and upgrading it to an all-digital format. This will involve removing the majority of the existing system and replacing hardware utilized to produce the audio and video signals for broadcast. System components planned for replacement include the video transceivers, switches, distribution amplifiers, presentation system, matrix switcher, cross converter and scaler, dais and control room monitors, digital signal processors, input and output cards, phone system interface, ADA hearing assist system, equipment rack, patch panels, and cabling and management hardware. Additionally, they will be installing a new wireless microphone system to support workshop style meetings and a system to integrate the City's phone system into the chamber's audio system. Components that will not be replaced include the dais and side microphones, ceiling speakers, projector and projection screen, cameras, and Tricaster. The Tricaster is the appliance that allows us to merge live video switching, broadcast graphics, virtual sets, special effects, audio mixing, recording, social media publishing, and web streaming into our final streamed output.

The outcome of this project will result in a fully digital City Council Chambers and vastly improve the quality of the final streamed video. The project will take 30-60 days to complete once scheduled.

This project was budgeted in FY20 General Fund Contingency, however unexpected costs assigned for this project, used the majority of Contingency. Therefore, Funds for this project will be needed from General Fund Balance, account 001-0000-389.99-50 and will be moved into the appropriate expense accounts to cover hardware, professional services, freight, and training. Details are outlined in the Budgetary Impact section of this item.

STRATEGIC PLAN CONNECTION:

Upgrading the audiovisual technology in the City Council Chambers will improve civic engagement.

BUDGETARY IMPACT:

City Council Chambers audiovisual upgrades
Amount Requested:

Budget Amendment Form # 20-087-A

FY 2020:

$31,725	001-1600-513.31-00	Professional Services
$999	001-1600-513.42-00	Postage & Freight
$40,833	001-1600-513.52-00	Operating Supplies
$1,140	001-1600-513.55-00	Training

Source of Funds: General Fund Balance Reserves
Amount: $74,697
Account Number: 001-0000-389.99-50

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution Amending the FY20 Budget, Budget Adjustment Form #20-087-A to complete City Council Chambers audiovisual technology upgrades in the amount of $74,696.17 by IM Solutions, Inc. utilizing the Canaveral Port Authority's contract for Professional Services PUR-RFQ-18-1.

imsolutions
Technology for Business Success

Current Date:	7/8/2020
Valid Through:	8/7/2020
Job Number:	24262001
System Designer:	TJS
Revision:	r04
Tax Rate:	0.00%

Client: City of Cocoa
Project Title: Chamber Audio Visual Upgrades

BRAND	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
Chamber Audiovisual Upgrades				
Video / Production				
Aurora Multimedia	Video Transceiver - Wall Plate	$ 734.85	2	$ 1,469.70
Aurora Multimedia	Video Transceiver	$ 573.85	10	$ 5,738.50
Netgear	Network Switch, 52 Port POE+ (760 Watts)	$ 770.00	1	$ 770.00
Kanex Pro	1 x 8 HDMI Distribution Amplifier	$ 166.75	1	$ 166.75
Dell	23" Diagonal 1080P Monitor	$ 132.00	7	$ 924.00
Crestron	Wireless Presentation System	$ 1,035.00	1	$ 1,035.00
Newtek	NDI Converter (For Production Graphics Source)	$ 551.08	1	$ 551.08
IMS	Custom Adapter and Turn Around Kit for Enabling PTZ Camera Control on Tricaster Work Surface	$ 300.00	1	$ 300.00
Matrix Switch	HD-SDI Matrix Switcher w/ RS232	$ 1,315.88	1	$ 1,315.88
Decimator	SDI / HDMI Cross Coverter and Scaler / Frame Rate	$ 302.50	2	$ 605.00
Local Purchase	32" TV / Monitor 1080P (For 2nd Production Monitor)	$ 220.00	1	$ 220.00
Sanus	Full Motion Mount for 2nd 32" Production Monitor	$ 74.79	1	$ 74.79
		Subtotal		$ 13,170.70
Audio				
Biamp	Tesira DSP	$ 3,864.00	1	$ 3,864.00
Biamp	4 Channel Input Card w/ AEC	$ 209.30	7	$ 1,465.10
Biamp	4 Channel Output Card	$ 185.15	3	$ 555.45
Biamp	Dante Card	$ 849.85	1	$ 849.85
Biamp	Phone Interface Card	$ 366.85	1	$ 366.85
Shure	MX Wireless Desktop Base Transceiver	$ 388.70	6	$ 2,332.20
Shure	MX Wireless Hand Held Mic	$ 420.90	1	$ 420.90
Shure	10 Inch Gooseneck - Cardioid (Panel)	$ 88.55	5	$ 442.75
Shure	15 Inch Gooseneck - Cardioid (Podium)	$ 118.45	1	$ 118.45
Shure	MX WAP x 8 Channels	$ 2,282.75	1	$ 2,282.75
Shure	Networked Charging Station - 8 Channel (Desktop Base Requires 2 Slots)	$ 1,190.25	2	$ 2,380.50
Shure	Wind Screen For Existing MX Microphones - 4 Pack	Complimentary	2	Complimentary
OFE - Various	All Existing Power Amplifiers, Speakers, Audio Monitors	X	1	X
		Subtotal		$ 15,078.80
Optional - hearing Assist System (Based on Occupancy)				
Listen Tech	72 MHz RF Transmitter	$ 588.32	1	$ 588.32
Listen Tech	Universal Antenna	$ 72.33	1	$ 72.33
Listen Tech	Rack Mount Kit for Transmitter	$ 51.47	1	$ 51.47
Listen Tech	Intelligent DSP RF Receiver	$ 133.52	9	$ 1,201.68
Listen Tech	Universal Ear Speaker	$ 13.91	10	$ 139.10
Listen Tech	Charging Station	$ 272.55	3	$ 817.65
Listen Tech	Neck Loop	$ 45.21	3	$ 135.63
Listen Tech	Signage Kit	$ 16.69	1	$ 16.69
		Subtotal		$ 3,022.87

BRAND	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
Control				
Crestron	Control Processor	$ 1,035.00	1	$ 1,035.00
Crestron	10 Inch Touch Panel	$ 1,380.00	2	$ 2,760.00
Crestron	Desktop Stand for Touch Panel	$ 143.75	2	$ 287.50
Local Purchase	Wireless Router for Access by BYOD Control or Service Technician	$ 110.00	1	$ 110.00
		Subtotal		$ 4,192.50
Infrastructure				
Middle Atlantic	Rack Shelf	$ 46.00	2	$ 92.00
ICC	24 Port Patch Panel	$ 64.40	2	$ 128.80
OFE	Existing Rack and Power Management Hardware	X	1	X
		Subtotal		$ 220.80
IMS	Bulk Cable Patch Cables, Cable Management, Terminations and Misc Hardware	$ 2,826.70	1	$ 2,826.70
	Shipping	$ 998.80	1	$ 998.80
IMS	Installation Labor - Includes Demo of Equipment Being Replaced and Relocation of Primary AV Rack to Production Booth	$ 19,000.00	1	$ 19,000.00
IMS	Control and DSP Programming	$ 8,000.00	1	$ 8,000.00
	Subtotal Chamber Audiovisual Upgrades			**$ 66,511.17**
Project Support and Management				
IMS	Project Management, Customer and Trades Coordination, Site QA and Supervision; Equipment Shipping, Receiving and Logistics,Submittals	$ 4,725.00	1	$ 4,725.00
IMS	As-Built Documents to Included Final Equipment List Block Diagram, and Manuals.	$ 1,520.00	1	$ 1,520.00
IMS	User Training / On-Site Production Assistance for First Commission Meeting	$ 1,140.00	1	$ 1,140.00
IMS	Lift Rental - 19' Small - Month	$ 800.00	1	$ 800.00
IMS - Optional	Optional Regular Maintenance Plan - 2 Years; Semi-Annual; 6 Hours per Visit = 24 Hours x $95	$ 2,280.00	0	$ -
	Subtotal Project Support and Management			**$ 8,185.00**
Total				
	Subtotal (Material and Labor)			**$ 73,697.37**
	Tax			**$ -**
	Shipping Subtotal			**$ 998.80**
	Total			**$ 74,696.17**

Comments

Proposal labor rates and % materials mark-up per Canaveral Port Authority contract# PUR-RFQ-15-7

This Proposal does not include sales tax. Please provide a tax exempt or re-sale certificate to avoid having applicable sales taxes added to final invoice.

All information and concepts contained herein are the sole property of IM Solutions and any use or dissemination thereof is strictly prohibited without the written permission of IM Solutions

IMS has not included electrical infrastructure, should electrical work be necessary, IMS is a Lic. Electrical Contractor and can supply you with a quote to perform the necessary electrical work.

RESOLUTION NO. 2020-178

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; 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, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; 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 2019-2020 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 22nd day of July, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2020 - 20-087-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1103 | DATE PREPARED: 07/01/20

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 74,697	001-0000-389.99-50		Fund Balance Reserves	$ 1,816,523	$ 2,441,845	$ 2,516,542	$ 2,516,948
$ 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
$ 74,697	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 31,725	001-1600-513.31-00		Professional Services	$ 295,150	$ 231,394	$ 263,119	$ 56,169
$ 999	001-1600-513.42-00		Postage & Freight	$ 625	$ 625	$ 1,624	$ 1,624
$ 40,833	001-1600-513.52-00		Operating Supplies	$ 925	$ 925	$ 41,758	$ 41,733
$ 1,140	001-1600-513.55-00		Training	$ 0	$ 0	$ 1,140	$ 1,140
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 74,697	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Funds need to be moved into appropriate accounts to cover the City Council Chambers upgrades. This was budgeted in the Contingency account however the budget was reallocated to a different propose. It has been determined that this upgrade can not wait until next fiscal year and needs to be done immediately. Agenda 20-397

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 07/22/20 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

7/2/20	Lea Malarae Digitally signed by Lea Malarae Date: 2020.07.02 11:38:07 -04'00'	7/2/20	Lea Malarae Digitally signed by Lea Malarae Date: 2020.07.02 14:12:28 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
7/2/20	Matthew Fuhrer Digitally signed by Matthew Fuhrer Date: 2020.07.02 13:09:06 -04'00'	7/14/20	Lora Howell Digitally signed by Lora Howell Date: 2020.07.14 10:30:46 -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 #: _____

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into on the last date signed below (the "Effective Date"), by and between **CANAVERAL PORT AUTHORITY**, a political subdivision of the State of Florida, whose address is 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920 (hereinafter referred to as the "Owner"), and IM Solutions, whose address is 2801 South Harbor City Blvd, Melbourne, FL 32901 (hereinafter called "Consultant"). The Owner and Consultant, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WHEREAS, the Owner desires to obtain On-Demand Information Technology related services on a continuing contract and as-needed basis from duly qualified professional consultants for Owner assigned projects related to a wide variety of information technology service disciplines (the "Continuing Service Projects");

WHEREAS, the Owner issued Request for Qualifications number PUR-RFQ-18-1 ("RFQ"), and Consultant submitted a responsive proposal (the "Proposal");

WHEREAS, Consultant was one of the entities chosen by the Owner to furnish the professional services solicited in the category(ies) of :

CATEGORY 2: Network & wireless architecture, planning and administration

CATEGORY 6: Audio Visual Systems

WHEREAS, Owner and Consultant desire to enter into this Agreement to memorialize the terms under which Consultant will provide professional consulting services on Continuing Service Projects during the Term of this Agreement, should Owner accept Consultant's proposal for an assigned project (as detailed below).

NOW THEREFORE, the Owner and Consultant, for and in consideration of the provisions, mutual promises, covenants and conditions herein, agree as follows:

I. SCOPE OF SERVICES

1. Consultant will furnish to the Owner, to the Owner's satisfaction, the professional consulting services for Continuing Service Projects identified in **Exhibit A** to this Agreement (the "Services"), including all professional staff, materials, equipment, supplies, and other resources necessary to perform the Services, as and when directed and assigned to do so by the Owner's Director of the Information Technology department or such other person(s) whom the Owner designates in writing to give such direction.

2. After assignment of a specific Continuing Service Project by Owner's designated representative, Consultant will consult with Owner's representative to determine and define the Owner's requirements and intentions for such project. Consultant shall then provide to Owner's representative a detailed proposal for the services contemplated by the assigned project. The proposal shall include a detailed description of the scope and cost (unit rates, hourly rates, etc.) of the services to be performed by Consultant for the assigned project, a total price for the Consultant's services, and a schedule for the timely and successful completion of the Consultant's

services for the assigned project. The proposal rates shall not exceed applicable rates provided in **Exhibit C** (the "Fee Schedule"). The proposal shall identify the number of hours of services by category of personnel performing the services. The categories must accurately reflect the type of service to be performed and not merely the job description of the employee performing the service.

3. If the Owner accepts Consultant's proposal, the Owner shall issue a Purchase Order for the Consultant's services for the assigned project. Consultant's proposal for the project, the Purchase Order, and this Agreement shall govern the relationship between the Owner and Consultant for the assigned project. If there is any conflict between this Agreement and a Purchase Order, any such conflict shall be resolved by first looking to this Agreement and then looking to the Purchase Order. Consultant acknowledges and agrees that Owner is not required or obligated in any manner whatsoever to accept Consultant's proposal(s) or award any specific amount of work, if any, pursuant to this Agreement.

4. **Contract Documents:** This Agreement shall consist of this Continuing Contract for IT Consulting Services, any written change orders or other modifications thereto, all exhibits referenced herein, all Purchase Orders issued pursuant to this Agreement (including all subsequent modifications thereto), the Owner's RFQ, Consultant's Proposal. With respect to any conflicts between this Agreement, the Owner's RFQ, and Consultant's Proposal, any such conflict shall be resolved by first looking to this Agreement, second looking to the Consultant's Proposal, and third to the RFQ.

II. TIME OF COMPLETION

Consultant shall commence its Services for an assigned project upon receipt of a Notice to Proceed and a Purchase Order issued by the Owner for the assigned project. Time is of the essence in the performance of Consultant's services for assigned projects. Consultant shall diligently and in a timely manner perform Services for assigned projects to ensure timely completion of Consultant's Services in accordance with the schedule accepted by the Owner for the assigned Project.

III. COMPLIANCE WITH LAWS AND OTHER REQUIREMENTS

In the performance of its Services, Consultant shall be familiar with and shall comply with all applicable federal, state, and local laws, statutes, rules and regulations, and lawful orders of governmental, public and quasi-public authorities and agencies having jurisdiction over any assigned project or in any way affecting the Services. Consultant shall also be familiar with and shall furnish its Services in accordance with the applicable professional standard of care under Florida law.

IV. COMPENSATION TO CONSULTANT

The Owner shall pay Consultant for the Services authorized by a Purchase Order and satisfactorily completed and furnished to the Owner in accordance with the following:

1. The Fee Schedule of Consultant (**Exhibit C**) and Consultant's proposal. No additional fee shall be payable to Consultant under this Agreement or any Purchase

Order for Services for an assigned project if the actual cost of the Services exceeds the amount in Consultant's proposal for the assigned project. No overtime payment shall be approved by the Owner unless authorized by the Owner in writing prior to the performance of the overtime work. Overtime rates shall be agreed upon prior to the performance of the work. **Exhibit C** may be modified only by a written Change Order to this Agreement executed by the Owner and Consultant.

2. Upon receipt of written approval of the Owner, Consultant may engage the services of other professionals when necessary to complete the Consultant's Services authorized by a Purchase Order. In these circumstances, Consultant shall bill the Owner only for the actual and reasonable amounts that Consultant paid to such other professionals, and Consultant shall not be entitled to any mark-up on the fee for services of other professionals.

3. Consultant shall also be reimbursed at cost, without mark-up, for the following actual and necessary costs and expenses reasonably and properly incurred by Consultant in furtherance of furnishing Services under this Agreement, provided that Consultant furnishes to Owner supporting documentation and/or receipts:

   a. Automobile travel (excluding travel between any of the Consultant's offices or between any Subconsultant's offices) shall be in accordance with section 112.061, Florida Statutes.

   b. Other travel and per diem expenses when requested by the Owner and documented in accordance with section 112.061, Florida Statutes, and in accordance with the Owner's Reimbursement Policies and Procedures attached hereto as **Exhibit B**.

   c. Reproductions when purchased from a third party and for which Consultant receives an invoice or a receipt showing payment. Reproductions shall include, but not be limited to, prints, transparencies, maps, aerial or other photographs, film developing, or any other form of prints. In-house reproductions when requested by the Owner to be supplied to a third party.

   d. Tools and equipment rental when requested by the Owner.

   e. Special items of postage or overnight deliveries when specifically requested by the Owner to be sent to a third party.

   f. Any other special expenses incurred at the request of the Owner that can be documented to be for the benefit of executing any specific Purchase Order.

4. If the total amount to be paid to Consultant in connection with any assigned project exceeds the threshold amount provided in section 287.017, Florida Statutes, as may be amended, for CATEGORY FOUR purchases (which threshold amount at the time of executing this Agreement is $195,000.00), Consultant shall execute and furnish to the Owner a Truth-in-Negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of the issuance of each Purchase Order. The original Purchase Order price and any additions thereto will be adjusted to exclude any significant sums that the Owner determines the Purchase Order amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

5. For each assigned project, Consultant shall submit an invoice, no more frequently than on a monthly basis, covering the Services for the assigned project and describing

the Services performed and expenses incurred during the applicable period. Consultant's invoices shall be submitted with detail satisfactory to the Owner and sufficient for a proper pre-audit and post-audit of said invoices.

6. Consultant agrees to keep and maintain all of its direct personnel expense records, Consultant expense records and other expense records pertaining to Continuing Service Projects and its record of accounts between Consultant and the Owner pertaining to Continuing Service Projects on a generally recognized and acceptable accounting basis. Consultant further agrees to keep and maintain accurate time records to within the nearest one-tenth (1/10) of an hour for each time entry, of all Services performed by employees of Consultant. All of the foregoing records and documentation shall be retained by Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date a Purchase Order is completed, or such longer time as may be required by this Agreement or law, whichever is later. These records and documentation shall be available to the Owner or the Owner's designated representatives for inspection and copying at all reasonable times.

V. SUBCONSULTANTS

If Consultant, as part of the performance of its Services hereunder, desires to or does commission other consultant(s) ("Subconsultant"), then the following provisions shall apply:

1. Consultant shall obtain the Owner's written consent prior to engaging the services of any proposed Subconsultant;
2. Owner shall not be liable to Consultant in any manner arising out of the Owner's non-consent to a proposed Subconsultant;
3. All Subconsultants shall be qualified to perform any services contemplated by this Agreement and any Subconsultant agreement between Consultant and the Subconsultant;
4. Consultant shall direct and coordinate the services and work product of any and all Subconsultants commissioned by Consultant, including, but not limited to, reviewing and approving any services produced or furnished by any and all Subconsultants before furnishing same to the Owner;
5. Consultant shall bear full responsibility under this Agreement for all services performed by or for Consultant and any Subconsultant(s) of any tier, including, but not limited to, each Subconsultant's errors, omissions, and deficiencies, and nothing herein or any Subconsultant agreement shall in any way relieve Consultant from any of its duties under this Agreement;
6. The costs of all Subconsultants' services in the performance of any Services performed on a time-and-materials or cost-reimbursable basis shall be billed without Consultant markup;
7. The Owner shall have no obligation to pay, or be responsible in any way, for the payment of any monies to any Subconsultant, except as may otherwise be required by applicable law;
8. Consultant shall, at a minimum, incorporate into all Subconsultant agreements provisions that are substantially similar to those provisions contained herein, and, to the extent of the Services to be performed by the Subconsultant, to assume toward

Consultant all obligations that the Consultant assumes toward the Owner in this Agreement; and

9. Owner shall be a third party beneficiary of all obligations under any Subconsultant agreement between Consultant and any Subconsultant; however, nothing contained herein or therein shall create any contractual relationship between the Owner and any Subconsultant or any obligation of the Owner to any Subconsultant.

VI. REPRESENTATIONS

Consultant hereby represents to the Owner that:

1. Consultant has the education, experience, skill, and knowledge necessary to perform the Services under this Agreement and as required by Owner's RFQ;

2. Consultant is, and all of its Subconsultants of any tier shall be, authorized to do business in the State of Florida, qualified, and properly licensed, if applicable, to perform their respective scopes of the Services contemplated by this Agreement, Purchase Order, or Subconsultant agreement, and shall maintain said licenses through the Term of this Agreement;

3. Consultant will, upon request of the Owner, promptly provide satisfactory evidence of Consultant's and its Subconsultants' (of any tier) qualifications necessary to perform any Services contemplated by this Agreement, Purchase Order or Subconsultant agreement, and it is understood by Consultant that the Owner may, at any time, require Consultant to cease, and Consultant shall thereafter immediately cease, the utilization of any person employed in connection with the performance of the Services who, in the sole opinion of the Owner, is unfit or unqualified, for the proper performance of his or her duties;

4. Consultant has the necessary financial resources and corporate approvals to execute, perform, and fulfill its obligations under this Agreement;

5. The Consultant Work Product shall not call for the use of or infringe any patent, trademark, service mark, copyright, intellectual property, or other proprietary interest claimed or held by any person absent prior written consent from the Owner and such other person; and

6. Consultant shall perform the Services in accordance with generally accepted professional standards and in the most expeditious and economical manner, and consistent with the best interests of the Owner.

VII. ERRORS AND OMISSIONS

1. Consultant shall, at its own expense and without any expense to the Owner, promptly correct or revise any errors, omissions, or deficiencies in the Services or Consultant Work Product produced pursuant to this Agreement and, promptly thereafter, provide to the Owner such corrected Services or Consultant Work Product.

2. Consultant shall be obligated and responsible to the Owner for, and Consultant shall promptly and forthwith pay to the Owner upon demand of the Owner, any and all damages and additional costs and/or expenses incurred, sustained, or paid by the Owner, or for which the Owner may otherwise become liable, caused by or on account

of any and all errors, omissions, or deficiencies made by Consultant or any Subconsultant of any tier in the performance of the Services under this Agreement and any Purchase Order.

VIII. INDEMNITY

To the fullest extent permitted by applicable law, Consultant shall indemnify and hold harmless the Owner, and the Owner's officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Consultant and persons employed or utilized by Consultant in the performance of this Agreement. The foregoing obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any sub-consultant or other individual or entity under any contract, workers' compensation acts, disability benefits acts, or other employee benefit acts.

IX. INSURANCE

1. **Types and Limits of Insurance Require:** Consultant agrees to maintain, on a primary basis and at its sole expense the following insurance coverages, limits, including endorsements described herein during the term of performance of services. The requirements contained herein, as well as Owner's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Agreement.

   i. **Commercial General Liability:** Consultant agrees to maintain Commercial General Liability coverage with a limit of not less than One-Million Dollars ($1,000,000.00) Each Occurrence combined single limit for bodily injury and property damage. Consultant agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, Contractual Liability or Cross Liability. Coverage must also include Premises and/or Operations Coverages.

   ii. **Business Automobile Liability**: Any Consultant coming on the to port property to conduct business or provide services, agrees to maintain Business Automobile Liability coverage at a limit of not less than Three Hundred Thousand Dollars ($300,000.00) Each Occurrence combined single limit for property damage and bodily injury. Coverage shall include liability for Owned, Non-Owned, Hired and Any Auto if applicable.

   iii. **Worker's Compensation Insurance and Employers Liability**: Any Consultant coming on the to port property to conduct business or provide services, agrees to maintain Worker's Compensation Insurance per Chapter 440, Florida Statutes, as amended from time to time, "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Policy shall include Employers Liability Insurance with minimum limits of Five Hundred Thousand Dollars ($500,000.00) each accident. Note: Elective exemptions or coverage through an employee leasing arrangement will satisfy this requirement but must receive prior approval by Canaveral Port Authority Risk Management Department in writing.

iv. **Professional Liability Insurance/Cyber-Technology E&O:** Professional Liability insurance coverage is required for all Enterprise & Datacenter managed services, architecture, planning, and administration, Network & wireless architecture, planning, administration, Electronic/Physical Security Systems, and Business/ERP Systems professionals with minimum limits of One Million Dollars ($1,000,000.00) per claim. Any deductible shall not exceed Fifty Thousand Dollars ($50,000.00) unless otherwise approved by Owner. Coverage shall remain in force for at least one year after the completion of services.

v. **Crime/Fidelity coverage with third party coverage**: To cover Owner for losses related to employee theft, dishonesty, or fraud. Coverage limit no less than One-Million Dollars ($1,000,000.00) and is required for all Enterprise & Datacenter managed services, architecture, planning, and administration, Network & wireless architecture, planning, administration, Electronic/Physical Security Systems, and Business/ERP Systems professionals.

vi. **Additional Insured**: Consultant agrees to endorse Canaveral Port Authority as additional insured with either a CG 2020 Additional Insured — Owners, Lessees, or Consultants or CG 2026 Additional Insured — Owners, Lessees, or Consultants –Scheduled Person Organization endorsement, or similar endorsements, to the Commercial General Liability.

vii. **Waiver of Subrogation**: Consultant agrees by entering into this Contract to a Waiver of Subrogation in favor of Canaveral Port Authority for each required policy herein. When required by the insurer or should a policy condition not permit Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others or its equivalent.

viii. **Contractor's Bond**: The Canaveral Port Authority may require the Consultant to provide financial assurances that the project be satisfactorily complete within the given timeframe.

2. **Evidence of Insurance**: The Consultant shall file with the Owner prior to commencing any Services under this Agreement, and at such other times requested by the Owner, a Certificate(s) of Insurance evidencing the insurance coverage required herein. Any Acceptance of Certificates of Insurance by Owner shall in no way relieve Consultant of any duty or responsibility under this Agreement. Prior to commencing any Services under this Agreement and thereafter upon the Owner's request, Consultant shall promptly furnish or cause to be furnished to the Owner complete copies of all policies of insurance procured and maintained by Consultant and its Subconsultants of any tier in connection with Consultant's insurance obligations under this Agreement. Failure to comply within 15 days may result in termination of the award and agreement. The Certificates of Insurance shall be forwarded directly to the following:

Canaveral Port Authority
Risk Management Department
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920

3. **Subconsultants' Insurance**: Consultant shall require and ensure that its Subconsultants of any tier procure and maintain insurance in like form and amounts.

4. **Notice of Cancelation and Renewal of Insurance**: The insurance policies shall provide a specific endorsement that the insurance policy shall not be canceled or reduced in an amount or coverage below the requirements of this Agreement, without at least thirty (30) days' advanced written notice to the Owner as Additional Insured. In the event any insurance coverage expires prior to the completion of the Services, renewal Certificates of Insurance shall be furnished to Owner by no later than thirty (30) days prior to the date of expiration.

X. MISCELLANEOUS PROVISIONS:

1. **Equal Employment Opportunity:** In connection with performing its obligations under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, ethnicity, age, creed, color, gender, religion, physical disability, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, ethnicity, age, creed, color, gender, religion, physical disability, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall insert this provision in all Subconsultant agreements pertaining to the Services under this Agreement except for any subcontract agreement for standard commercial supplies or raw materials necessary to perform the Services.

2. **Prohibited Interests:** No member, officer, or employee of the Owner during his or her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in this Agreement, any Purchase Order issues pursuant to the Agreement, or the proceeds thereof.

3. **No Third-Party Beneficiaries:** This Agreement gives no rights or benefits to anyone other than the Owner and Consultant, and there are no third-party beneficiaries to this Agreement.

4. **Assignment**: This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by Consultant without the prior written consent of Owner. Any attempted assignment, transfer, or encumbrance by Consultant without Owner's prior written consent shall be null and void.

5. **Audit:** Owner shall be entitled to audit the books and records of Consultant to the extent such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Consultant for a period of five (5) years from the date of final payment under this Agreement unless a shorter time is authorized in writing.

6. **Severability and Waiver**: In the event any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and binding upon the parties. A waiver by either party of any breach of any

provision, term, condition or covenant of this Agreement shall not be construed by the other party as a waiver of any subsequent breach.

7. **Governing Law:** This Agreement is governed by and must be construed and interpreted in accordance with the law of the State of Florida without regard to its choice of law provisions.

8. **Jurisdiction and Venue:** With respect to any claim or cause of action, whether in law or equity and regardless of the nature of the claim or cause of action, arising out of or relating to this Agreement or the Services performed under this Agreement, the party's consent to the sole and exclusive jurisdiction and venue in a court of competent jurisdiction located in Brevard County, Florida. The parties waive any objection to the jurisdiction or venue of any such claim or cause of action and waive any objection based upon *forum non conveniens* or any other law providing for change or transfer of venue.

9. **Dispute Resolution:** Before filing any lawsuit against the other party to this Agreement, the parties shall use their best efforts to resolve amicably any dispute or claim arising out of or relating to this Agreement.

10. **Prohibition Against Contingent Fees:** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, 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 Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

11. **Public Records:** Unless exempt from public access by Article I, section 24(a) of the Florida Constitution or section 119.07, Florida Statutes, Consultant shall, in accordance with section 119.07, Florida Statutes, allow public access to all documents, papers, letters, or other material made or received by Consultant in conjunction with this Agreement. Consultant's failure to do so shall constitute cause for the Owner to terminate this Agreement.

12. **Attorneys' Fees:** In any action or legal or equitable proceeding to enforce any part or provision of this Agreement or any Purchase Order issued pursuant to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the prevailing party's its reasonable attorneys' fees, costs and disbursements, at the trial and appellate levels.

13. **Binding Effect:** The Owner and Consultant, respectively, bind themselves, their successors and permitted assigns to the other party to this Agreement, and this Agreement shall be binding upon, will inure to the benefit of, and will be enforceable by and against The Owner and Consultant and their respective successors and permitted assigns. Neither the Owner nor Consultant shall assign this Agreement in any fashion without the written consent of the other.

14. **Independent Contractor:** Consultant expressly acknowledges that Consultant is an independent contractor, that it is not the representative or agent of the Owner and has no authority to act for or on behalf of the Owner or to bind the Owner to any agreement or in any other manner.

15. **Entire Agreement:** This Agreement, as modified by Purchase Orders consistent with this Agreement, represents the entire and integrated understanding and agreement between the Owner and Consultant pertaining to the subject matter thereof and supersedes all prior negotiations, representations, agreements and understandings of the parties, whether written or oral. This Agreement may be amended only by written instrument executed by both the Owner and Consultant.

XI. TERM OF AGREEMENT

1. **Term:** This Agreement shall be effective upon the Effective Date set forth above and, unless previously terminated as set forth below, shall continue in effect for (1) year from that date. Unless otherwise terminated or cancelled, this Agreement will automatically renew, effective upon the anniversary date of the Effective Date, each year for a total of no more than four (4) one (1)-year periods. Any renewal of this Agreement is contingent upon satisfactory performance evaluations by the Owner and subject to the availability of funds. Costs for renewal may not be changed. The initial one-year term of this Agreement along with any authorized renewals is referred to in this Agreement as the "Term" of this Agreement.

2. **Extension Period:** In the event authorized services are scheduled to end because of the expiration of this Agreement, the Consultant shall continue the service upon the request of the Owner. The extension period shall not extend for more than ninety-(90) days beyond the expiration date of the existing Agreement. The Consultant shall be compensated for the service at the rate in effect when this extension clause is invoked by the Owner.

3. **Termination:**

   (A) The Owner may terminate this Agreement for convenience, without cause and without prejudice to any other right or remedy of the Owner, upon thirty (30) calendar days' written notice to Consultant.

   (B) The Owner may terminate this Agreement for cause, without prejudice to any other right or remedy of the Owner, if Consultant fails to substantially perform its obligations in accordance with this Agreement; the applicable professional standard(s) of care; or all lawful and reasonable directives or instructions of the Owner.

   (C) Consultant may terminate this Agreement for cause, without prejudice to any other right or remedy of Consultant, if the Owner fails to substantially perform its obligations under this Agreement and fails to cure any such nonperformance within thirty (30) days of Owner's receipt of written notice of said nonperformance.

   (D) Upon termination, Consultant will be paid for all authorized Services satisfactorily performed and authorized expenses incurred up to the termination date. The Owner will thereafter have no further obligation to Consultant for payment of

compensation under this Agreement. Consultant shall not be paid on account of any loss of anticipated profits or revenue or other economic loss arising out of or resulting from the termination.

(E) Any Purchase Order issued pursuant to this Agreement may also be terminated as set forth herein. Unless otherwise stated in any written notice of termination of a Purchase Order, the termination of the Purchase Order shall not operate to terminate this Agreement. Unless stated otherwise in any written notice of termination of this Agreement, any termination of this Agreement shall also constitute a termination of any Purchase Order issued pursuant to this Agreement.

(F) Termination or non-renewal of the Agreement or a Purchase Order will not relieve the Consultant of any obligations for any deliveries required to be delivered prior to the termination or non-renewal. Termination or non-renewal of the Agreement will not relieve the Consultant of any obligations for liabilities resulting from any acts committed by the Consultant prior to the termination of the Agreement.

3. **Suspension, Delay, or Interruption of Services:**

(A) The Owner may suspend, delay, or interrupt the Services of Consultant under a Purchase Order for the convenience of the Owner. In such event, Consultant's schedule for assigned project shall be equitably adjusted. An adjustment to the Consultant's schedule for the period of any suspension, delay, or interruption of Services for any assigned project shall be Consultant's sole and exclusive remedy for any suspensions, delays, or interruptions to the performance of Consultant's Services and for any other time impacts arising in connection with the performance of the Consultant's Services under this Agreement, and Consultant shall not be entitled, under any circumstances, to any monetary or other damages for delay or other time impact.

(B) If Continuing Service Projects are abandoned or suspended by the Owner, the Owner shall pay Consultant for all authorized Services satisfactorily performed and authorized expenses incurred up to the date of abandonment or suspension. The Owner will thereafter have no further obligation to Consultant for payment of compensation under this Agreement unless and until Continuing Service Projects are resumed by the Owner, and, then, payment for resumed Services shall be made in accordance with the payment provisions of this Agreement and Florida law. Unless the Owner authorizes in writing, Consultant shall not perform any Services, and shall not be entitled to receive payment from the Owner on account of any services performed, during the period of suspension or after abandonment. Consultant shall not be paid on account of any loss of anticipated profits or revenue or other economic loss arising out of or resulting from the abandonment or suspension.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in triplicate, on the dates set forth below.

CANAVERAL PORT AUTHORITY

By: _____
Micah Loyd
Chairman

[CORPORATE SEAL]

Date: March 27, 2019

Attest _____
Robert Harvey
Secretary/Treasurer

By: _____
IM Solutions, Inc.

Name: William Davis

Title: CTO /VP

[CORPORATE SEAL]

Date: 03/04/19

Attest _____
Allson Muschett
Office Manager

EXHIBIT A – SCOPE OF SERVICES

The Scope of Work required by the Canaveral Port Authority (CPA) on a continuing contract basis to perform general professional services to accomplish routine and recurring work as outlined below:

CATEGORY 2 – NETWORK & WIRELESS ARCHITECHTURE, PLANNING, AND ADMINISTRATION

To provide strategic direction and project expertise for short-term or long-term IT projects. To assist staff to plan, design, develop, install, test, update, implement, and support new and existing systems or applications where applicable. Services and related items may be required for urgent, unplanned, or necessary work. Upon request, firms shall provide a varied range of services pertaining to the scope of work for each project to support Port Canaveral's Information Technology Department.

The scope of work may include one or more of the following services: IT Governance, IT Architecture, IT Strategy, IT Security (Cybersecurity), IT Design, Project Management, Project Scheduling, Quality Assurance, Audit Services, Business Process Improvement, Server Administration, Disaster Recovery Planning, IT Infrastructure Library (ITIL), Systems Programming (e.g. server, storage, messaging, network, phones, etc.), Systems Analysis, Computer Operations / Helpdesk Support, Communications Engineering, Network Engineering, Wireless Engineering (Licensed and Unlicensed Frequencies), Communications / Cable Work, Technical Writing/Documentation, Training, and Other Services.

The CPA IT Director will have authority to approve work on a specific project through the use of Project Directive Purchase Orders. The Project Directive Purchase Orders will define the scope of work, maximum cost, schedule, terms of payment, deliverables, work site, personnel or sub-consultant to be utilized, and other pertinent details. Projects in excess of $100,000 will be brought to the Board of Commissioners for consideration of approval.

CATEGORY 6 – AUDIO VISUAL SYSTEMS

To provide strategic direction and project expertise for short-term or long-term IT projects. To assist staff to plan, design, develop, install, test, update, implement, and support new and existing systems or applications where applicable. Services and related items may be required for urgent, unplanned, or necessary work. Upon request, firms shall provide a varied range of services pertaining to the scope of work for each project to support Port Canaveral's Information Technology Department.

The scope of work may include one or more of the following services: IT Design, Project Management, Web Application Development, Programming, Audio Visual System Design and Implementation, Drafting, Training, and Other Services.

The CPA IT Director will have authority to approve work on a specific project through the use of Project Directive Purchase Orders. The Project Directive Purchase Orders will define the scope of work, maximum cost, schedule, terms of payment, deliverables, work site, personnel or sub-consultant to be utilized, and other pertinent details. Projects in excess of $100,000 will be brought to the Board of Commissioners for consideration of approval.

EXHIBIT B - CANAVERAL PORT AUTHORITY

REFERENCE IV. 3. COMPENSATION TO CONSULTANT – Reimbursement Policy and Procedures

Attachments:

- CPA Policy #POL-2016-001-FIN-3, Travel and Reimbursement of Expenses Incurred on Official Business of CPA
- Florida Statutes 112.061 Per diem and travel expenses of public officers, employees, and authorized persons.
- CPA Travel Procedures and Contractor Voucher for Reimbursement of Traveling Expenses. All reimbursable travel must have prior approval by Canaveral Port Authority.

These policies and procedures apply to all Consultants under this Continuing Contract with the Canaveral Port Authority in addition to the CPA Purchase Order Terms and Conditions.

EXHIBIT C – FEE SCHEDULE

Attach Consultant's fee schedule for each service awarded. Hourly rates not to exceed the maximum hourly rate from the Consultant's response to PUR-RFQ-18-1, Attachment 1 and 2.

CATEGORY 2 - Network & wireless architecture, planning, administration

	Job Title/Description	Can You Provide? (Yes or No)	MAXIMUM HOURLY RATE (FOR EMPLOYEES)
1	Enterprise IT Architect		
2	IT Strategy Specialist		
3	IT Security Specialist (Cybersecurity)		
4	IT Design Specialist	Y	$ 125
5	Project Manager		
6	Project Scheduler		
7	Auditor		
8	Management /Business Analyst / Administrative Assistant	Y	
9	Disaster Recovery Planning Specialist		
10	IT Infrastructure Library (ITIL) Specialist		
11	Programmer	Y	$ 125
12	Systems Programmer (e.g. – servers, storage, messaging, etc)	Y	$ 125
13	Systems Analyst	Y	$ 135
14	Database Administrator	Y	$ 125
15	Computer Operator /Computer Helpdesk		
16	Communications Engineer	Y	$ 125
17	Network Engineer	Y	$ 135
18	Wireless Engineer (Licensed and Unlicensed Frequencies)		
19	Technical Writer		
20	Trainer		
21	UPS & Power Systems Specialist	Y	$115
22	Other Services 1:_____		
23	Other Services 2:_____		
24	Other Services 3:_____		
25	Other Services 4:_____		
26	Materials & Equipment - % mark up above cost	15%	

CATEGORY 2 - Network & wireless architecture, planning, administration			
Managed routers and switches (Extreme Networks): Remote network monitoring, management, configuration changes, troubleshooting, and replacing any failures on the routers or switches.	Y	3	IMS frequently uses Extreme switchesas the backbone for systems requiring video streaming, AVB formats, and control
Managed licensed and unlicensed wireless equipment (Antaira, Ceragon, Extreme) Ability to provide design, management, configuration changes, troubleshooting, and replacing licensed and unlicensed wireless equipment.	N		
Managed security and firewall (Palo Alto): Remote monitoring, management, configuration changes, troubleshooting, and replacing any failures on the firewall. Managed security services for all external traffic, intrusion detection, virus protection, denial of service attacks, unauthorized access, security threat analysis, and security audits (PCI, etc.).	N		
VOIP and communications: Ability to provide design, management, configuration changes, troubleshooting, and replacing VOIP systems. Also provide consulting services.	Y	4	We have extensive experience with video communication and streaming technology systems. Modest experience with VoIP. Lines: Cisco, Polycom, Starleaf, Shoretel

Services	Provided to Existing Customers (Yes/No)	Level of Expertise (1-5)	Response
Internet Service Provider: ISP services for all inbound and outbound traffic. Includes monitoring of traffic and bandwidth utilization. Ability to provide "burstable bandwidth" to ensure the necessary level of response time during peak periods.	Y	3	IMS is a reseller for several providers for SD WAN solutions, monitoring,
Workload analysis and capacity planning: Ability to proactively provide these services.	Y	3	IMS has working realtionships with Hyland Perceptive Enterprise and Kofax and has implemented workflow management software
Architecture planning: Ability to provide architecture planning including options for co-location and / or leased equipment as components of our environment come up for replacement.	N		
UPS and IT power systems: Ability to provide design, audit, management, configuration changes, troubleshooting, and installation of UPS and IT power systems.	Y	3	Licensed Electrical Contractor and Design Engineer for AV & IT Systems. Lines: Tripplite; APC, SurgeX, Generac, Schneider Electric

CATEGORY 6 - Audio Visual Systems			
1	IT Design Specialist	Y	$ 125
2	Project Manager	Y	$ 115
3	Project Scheduler	Y	$ 95
4	Programmer	Y	$ 125
5	Systems Programmer (e.g. – servers, storage, messaging, etc)	Y	$ 135
6	Systems Analyst	Y	$ 125
7	Database Administrator	Y	$ 125
8	Computer Operator /Computer Helpdesk	Y	$ 95
9	Audio/Visual Technician	Y	$ 95
10	Technical Writer	Y	$ 115
11	Trainer	Y	$ 95
12	Other Services 1: Production Support	Y	$ 95
13	Other Services 2:		
14	Other Services 3:		
15	Other Services 4:		
16	Materials & Equipment - % mark up above cost	15%	

Services	Provided to Existing Customers (Yes/No)	Level of Expertise (1-5)	Response
CATEGORY 6 - Audio Visual Systems			
Audio Visual (Spinetix, Crestron, AMX, Belden, Triple Play, Granicus): Ability to provide design, project management, implementation, customization, configuration changes, troubleshooting, and training services. Recent experiences includes conference room, board room, theater, and large facility signage and entertainment systems	Y	5	We have extensive experience in all the services and technologies listed. We have full time master Crestron Programmer and DMC-E on staff. We have done numerous projects of the types described. We are CTS-I and CTS-D AVIXA certified. Recently introduced Triple Play to Line Up for CT-3

Canaveral Port Authority (CPA)
PURCHASE ORDER TERMS AND CONDITIONS

The following terms and conditions are applicable to this order entered into by and between the Canaveral Port Authority (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS No modifications of this order shall be binding upon Buyer unless approved in writing by Buyer or authorized representative of Buyer. Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at Seller's expense.

ASSIGNMENT Any assignment of this order, performance of work hereunder, in whole or in part, or monies due to become due hereunder, shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignee of Seller under any assignment not consented to in writing by Buyer.

TERMINATION Buyer reserves the right to terminate this order in whole or in part for default if Seller fails to perform in accordance with any of the requirements of this order. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. At any time during the term of this order at Buyer's written request, or upon the termination or expiration of this order for any reason, Seller shall, and shall instruct all authorized employees and subcontractors to, promptly and securely return or destroy any and all Personally Identifiable Information (PII), whether in written, electronic or other form of media.

F.O.B. In those cases where prices stated are not F.O.B. destination, Seller is required to prepay charges and list on invoice.

C.O.D. No C.O.D shipments will be accepted.

TERMS By accepting this order, the Seller agrees that payment terms shall be Net 30 days unless otherwise stated. Payment will be made in accordance with Buyer's policies and procedures.

INVOICING Seller must render an original invoice in duplicate to the Finance Department address stated on the front of this order.

TAX Buyer is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the Buyer may not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Buyer, nor shall any Seller be authorized to use the Buyer's Tax Exemption number in acquiring such materials.

ORDER NUMBER Order number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning this order.

COMPLIANCE

- **A.** Seller shall observe and comply with all Federal, State, local and municipal laws, ordinances rules and regulations that would apply to this order/contract.
- **B.** Seller shall comply, when applicable, with the provisions set forth by the "Contract Work Hours and Safety Standards Act" (40 U.S.C. 327-330) as supplemented by U.S. Department of Labor (29 CFR Part 5).
- **C.** Seller shall provide access to pertinent records relative to order/contract for a period of three (3) years after the last receipt of payment is made under this order/contract, whichever occurs last.
- **D.** If Seller has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, Seller shall at all times be in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including promptly implementing all procedures and practices to remain compliant with PCI DSS at Seller's sole cost and expense.

INSPECTION All commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at Seller's expense.

LITIGATION VENUE The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in the 18th Judicial Circuit in and for Brevard County, Florida, and that all litigation between them in the federal courts shall take place in the U.S. District Court in and for the Middle District of Florida.

PAYMENT CHANGES Payments will only be made to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company and approved by an authorized official for Buyer.

ANTI-DISCRIMINATION Sellers doing business with Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age, with regard to, but not limited to, the following: employee practices, rates of pay or other compensation methods and training selection.

UNIFORM COMMERCIAL CODE The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Seller and Buyer for any terms and conditions not specifically stated in this order.

LEGAL RESPONSIBILITY By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and local laws, statutes, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY-COPYRIGHT/PATENT/TRADEMARK Sellers shall save and hold harmless Buyer, its employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INSURANCE If the Seller is required to go on Buyer's property to perform work or services, the Seller shall assume full responsibility and expense to obtain all necessary insurance as required by Buyer.

INDEMNIFICATION To the extent authorized by law, Seller shall indemnify, save and hold harmless Buyer, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees, agents, subcontracts or assignees pursuant to the terms of this order.

OCCUPATION SAFETY AND HEALTH Seller compliance required under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Material Safety Data Sheet (MSDS).

REPRESENTATIVES All parties to the order agree that the representatives' names herein are, in fact, bona fide and possess full and complete authority to bind said parties.

CONFIDENTIAL INFORMATION Florida law provides that agency records shall at all times be open for personal inspection by any person. *s.119.01, F.S.*, "The Public Records Law". Information and materials received by Buyer in connection with all Sellers' response shall be deemed to be public records subject to public inspection in accord with Chapter 119 F.S. However, Florida law provides for certain exemptions to its public records law. Therefore, if the Seller believes any of the information contained in his or her response is exempt from Florida's public records law, then the Seller must in his or her response, specifically identify the material which is deemed to be confidential or exempt and cite the legal authority for the exemption; otherwise, Buyer will treat all materials received as public records.

E- VERIFY All Sellers shall be advised that upon negotiations and subsequent contract execution (the "Contract"), the Buyer shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Buyer during the term of the Contract to perform employment duties within Florida; and

2. all persons, including subcontractors, assigned by the Buyer to perform work pursuant to the Contract between Buyer and the selected Seller.

ORDER OF PRECEDENCE If order is pursuant to a specific contract, solicitation or bid, the terms and conditions of that contract, solicitation or bid will supersede purchase order terms and conditions, but only when there is conflict between the two.

DATA HANDLING, SECURITY AND PRIVACY REQUIREMENTS:

Authorized Access At a minimum, Seller's safeguards for the protection of PII shall include: Limiting access of PII to authorized employees and subcontractors; (2) securing business facilities, data centers, paper files, servers back-up systems and computing equipment, including but not limited to all mobile devices and other equipment with information storage capability; (3) implementing network, device, application, database and platform security; (4) securing information transmission, storage and disposal; (5) implementing authentication and access controls within media, applications, operating systems and equipment; (6) Encrypting PII transmitted over public or wireless networks; (7) strictly segregating PII from information Seller or its other customers so data is not comingled; (8) implementing appropriate personnel security and integrity procedures and practices, including but not limited to, conducting background checks consistent with applicable law; and (9) providing privacy and information security training to Seller's employees and subcontractors.

Unauthorized Disclosure: Seller agrees and covenants that it shall:

- **A.** Keep and maintain all PII in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;
- **B.** Use and disclose PII solely and exclusively for the purpose for which the PII, or access to it, is provided pursuant to the terms and conditions of this agreement;
- **C.** Not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for Seller's own purposes or for the benefit of anyone other the Buyer; and
- **D.** Not transfer any PII to or from different countries without the express prior written consent of the Buyer.

Data Breach Notification Seller agrees and covenants that it shall notify Buyer of an actual or potential Security Breach as soon as practicable, but no later than one business day after the Seller becomes aware of an actual or potential Security Breach and that notification will be done with a live person and not via email or voicemail.

Audit Rights Upon Buyer's written request and no less than one month following such written request, Seller shall permit Buyer to conduct or oversee an audit of Seller's facilities and practices to confirm compliance with this order as well as any applicable laws and industry standards. Seller is not required to permit Buyer to conduct or oversee more than one audit per calendar year, unless there has been an actual or potential Security Breach.

Personally Identifiable Information (PII) is defined as information: (i) that directly identifies an individual or (ii) by which an agency intends to identify specific individuals in conjunction with other data elements.

The National Institute of Standards and Technology (NIST) defines PII as: Full name, Face (sometimes), Home address, Email address, National identification number (e.g., Social Security number in the U.S.), Passport number, Vehicle registration plate number, Driver's license number, Face, fingerprints, or handwriting, Credit card numbers, Digital identity, Date of birth, Birthplace, Genetic information, Telephone number, Login name, screen name, nickname, or handle.

The European Unions' General Data Protection Regulation (GDPR) defines personal data as: Any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

GDPR would only apply to captured, stored or processed personal information for a resident/citizen of the EU such as employee or vendor data. If GDPR does apply, the definition of personal data extends to include things like:

First name or first initial + last name, Physical address, E-mail address, Telephone number, Date of birth, Username, Social security number, Driver's license number/state ID card number, Passport number, License plate number, Account number/credit or debit card number, Employee ID number, Biometric data (e.g., fingerprint, facial geometry, voice recognition, etc.), Photograph, video or audio file (of individual), Social media account credentials/identifiers, Any information that provides a precise geolocation of an individual (e.g., GPS, latitude/longitude coordinates, IP address location, zip+4, etc.), Any individually identifiable information regarding medical history, treatment or diagnosis by a health care professional, or payment for health services, Any device ID or other persistent identifier, IP address.

GDPR further extends personal data to a special category of data that may need special attention such as:

Children's data, Political Affiliation or opinion, Sexual Orientation, Commission or Alleged commission of a crime, Trade union membership, Genetic or Biometric data, Racial or Ethnic, Physical or Mental Health or Condition, Religious Belief.

PUR-RFQ-18-1

Request for Qualifications

for

ON-DEMAND INFORMATION TECHNOLOGY PROFESSIONAL SERVICES FOR THE CANAVERAL PORT AUTHORITY

RFQ Issue Date:	**December 6, 2018**
RFQ Due Date:	**January 4, 2019 @ 2:00PM**
Prepared By:	**The Canaveral Port Authority**
Checked By:	**The Canaveral Port Authority**
Approved By:	**The Canaveral Port Authority**
Published Date:	**12/5/18, 12/12/18, 12/19/18**

Canaveral Port Authority
445 Challenger Road
Cape Canaveral, FL 32920
(321) 783-7831

On-Demand Information Technology Professional Services
for the Canaveral Port Authority
PUR-RFQ-18-1

REQUEST FOR QUALIFICATIONS

The Canaveral Port Authority is seeking qualifications from firms interested in providing On-Demand Information Technology Professional Services (PUR-RFQ-18-1) to the Canaveral Port Authority, Cape Canaveral, Florida.

Effective December 5, 2018, Proposal Qualification Packets can be downloaded directly from the CPA website https://www.portcanaveral.com/Business/Current-Solicitations via the eBuilder link. Direct all inquiries to Karen Pappas at (321) 783-7831, extension 219 or kpappas@portcanaveral.com. This solicitation is governed by CPA Policy POL-2016-002-PUR-3, Establishment of a Limited Communications Period with Respect to Procurement Procedures.

Sealed written Qualification Proposals will be received by the undersigned at the Canaveral Port Authority, Maritime Purchasing Center, 399 Challenger Rd., Cape Canaveral, Florida until **January 4, 2019 at 2:00 PM-EST (Eastern Standard Time).** The Maritime Purchasing Center is open week days from 8 a.m. to 12 noon and from 1 p.m. to 5 p.m. (**DO NOT LEAVE SEALED PROPOSALS WITH THE WAREHOUSE)**. Also by the specified date and time, an electronic copy of the Proposal must be uploaded through eBuilder.

A selection committee meeting will be held on January 11, 2019 at 2:00 P.M. for the purpose of reviewing proposals and preparing a final ranking/selections. Presentations are not anticipated for this solicitation. The final ranking/selections will be presented to the Canaveral Port Authority Board of Commissioners for approval at their January 23, 2019 meeting. The selection committee meeting will be held in the Maritime Purchasing Center, 399 Challenger Rd, Cape Canaveral, FL and will be open to the public.

It is anticipated that more than one firm may be selected. The Owner reserves the right to reject all proposals with or without cause, to waive technical errors and informalities, and to accept the proposal that best serve the Owner.

The Canaveral Port Authority

By_____
Karen Pappas
Director, Procurement

Publish on: December 5, 12 & 19, 2018
Florida Today – Brevard Edition

1. BACKGROUND:

1.1. Brief Overview of the Project

The Information Technology Division is soliciting Statements of Qualifications (SOQ) from qualified consultants to provide information technology services on an on-demand/as-needed basis, including, but not limited to, services for consulting, networking, telecommunications, specialized systems, hardware, software, security, project management, administration and other services needed to support the Port Authority's Information Technology needs.

1.2. The Canaveral Port Authority

Port Canaveral is the ocean gateway to Central Florida. As a cargo port, we facilitate goods in and out of our region for businesses and consumers. As a cruise port and recreation destination, we attract visitors who spread their time and dollars across Central Florida. Our growth strengthens the region and a strong regional economy helps us grow.

Port Canaveral was one of the world's busiest cruise ports with over 4 million multi-day cruise passenger movements in the 2018 fiscal year and with more growth already on our reservation books for 2019. Our cruise activity, which includes multi-day cruise operations by our three (soon to be four) home-ported cruise lines plus port-of-calls and gaming/daily cruises, has more economic impact by far than any other Port business. Port Canaveral is in the process of transforming its cargo line of business with significant investments in container and automobile faculties. The Canaveral Port Authority's cargo terminals include container, dry and liquid bulk, breakbulk, warehouse and automobile facilities.

1.3. The Information Technology Department

The Information Technology Department (ITD) supports 250 users and 25 facilities in a campus computing environment. In addition there is a significant amount of technology deployed throughout the exterior site. The ITD includes, but is not limited to, the following responsibilities:

- Electronic/Physical Security Systems – CCTV, Access Control Systems, Situational Awareness Systems and other Port security systems;
- IT Infrastructure – Service desk, user support services, servers, storage, messaging, network, redundant power systems, and computer operations;
- Applications – Billing, financial, payroll, POS, PMIS, GIS, building automation systems, other Port Authority applications and databases;
- Telecommunications – including, but not limited to, telephones, cellular services, cabling, data circuits, and other telecommunications;
- Audio Visual – including, but not limited to, control panels, conference and board room systems, theatre systems, public address systems, entertainment and signage systems;
- IT Security; and
- IT Administration.

2. PROJECT DESCRIPTION:

2.1 Goals and Objectives

The objective of this RFQ is to provide the Port Authority with additional Information Technology (IT) capabilities by establishing continuing contracts with on-demand consultant(s) that can quickly provide services and systems to meet the Port Authority's technology needs when Port staff or expertise is not available. Services and related items may be required for urgent, unplanned, or necessary work.

2.2 Scope of Work

The following items will be part of the scope of work for this project:

SERVICE CATEGORIES: One or more contractors may be selected for the following service categories:

CATEGORY 1 - Enterprise & Datacenter managed services, architecture, planning, and administration

CATEGORY 2 - Network & wireless architecture, planning, administration

CATEGORY 3 - Low Voltage & Fiber Optic Systems

CATEGORY 4 - Electronic/Physical Security Systems

CATEGORY 5 - Business/ERP Systems

CATEGORY 6 - Audio Visual Systems

SERVICES: Services Listed by category in Attachment 1.

ASSIGNMENT OF WORK: After approval of agreements by the Board of Commissioners, the IT Director will have authority to approve work on a specific project through the use of Project Directive Purchase Orders. The Project Directive Purchase Orders will define the scope of work, maximum cost, schedule, terms of payment, deliverables, work site, personnel or sub-consultant to be utilized, and other pertinent details. Projects in excess of $100,000 will be brought to the Board of Commissioners for consideration of approval.

3. REQUEST FOR QUALIFICATION REQUIREMENTS

3.1 Minimum Requirement

- The Bidder must possess relevant expertise and experience providing these services to organizations of similar size and scope of IT environment (refer to section 1.3 for definition of organizations IT landscape/size).
- The Bidder must provide references of recently providing these services to organizations of similar size and scope of IT environment.

- The Bidder's technical resources must be properly trained and provide certifications or adequate references as to their skill level.
- The Bidder must possess active partnerships with the manufacturer(s) whose products will be supported.

4. CONTRACT PERIOD:

The contract term shall commence upon the date of contract execution by both parties and have a base term of one year with up to four one-year renewals. At the sole discretion of the CPA, rate adjustments may be considered during renewals.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Port. The extension period shall not extend for more than ninety-(90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the Port.

COMMUNICATIONS AND QUESTIONS

This solicitation is governed by CPA Policy POL-2016-002-PUR-3, Establishment of a Limited Communications Period with Respect to Procurement Procedures. Proposers should read this policy carefully and conduct themselves accordingly. Improper communications may result in disqualification from the solicitation process.

Failure by a potential respondent to ask questions or request changes by the dates indicated shall constitute the respondent's acceptance of the requirements set forth in this process.

Submission of all questions through eBuilder is required. No answers given in response to questions submitted shall be binding upon this solicitation process unless released in writing through eBuilder. **The deadline for questions is December 28, 2018.**

SUBMITTAL REQUIREMENTS

Firms interested in providing the required professional services shall submit **one (1)** original, marked "ORIGINAL", and **five (5)** copies, marked "COPY" of their submittal package. Also by the specified date and time, an electronic copy (tabbed pdf format) of the submittal package must be uploaded through eBuilder. **DO NOT** include the financial statement information in the electronic copy uploaded to eBuilder.

DELIVERY OF QUALIFICATIONS PACKAGE

All qualification packages, whether mailed or delivered in person, shall be submitted neatly organized in bound files with divider tabs. Packages shall be submitted in a single sealed envelope or box that clearly bears on the outside, the title of the solicitation as identified below, due date and time, and the respondent's name, address and telephone number. Respondent shall also upload an electronic version of their qualification package to eBuilder (see Submittal Requirements section).

QUALIFICATION PACKAGE FOR: ON-DEMAND INFORMATION TECHNOLOGY PROFESSIONAL SERVICES for the CANAVERAL PORT AUTHORITY

QUALIFICATION NUMBER: PUR-RFQ-18-1

QUALIFICATION DUE DATE: January 4, 2019 @ 2:00PM EST

QUALIFICATION PACKAGE FROM: (Name of Firm)

CONTACT: (Name of Person representing Firm)

CONTACT PHONE & E-MAIL: (Phone number & e-mail address of Contact)

Deliver To: Karen Pappas, Director Procurement
Canaveral Port Authority
Maritime Purchasing Center
399 Challenger Road
Cape Canaveral, FL 32920

Hand-carried packages must be turned in at the Canaveral Port Authority, Maritime Purchasing Center, 399 Challenger Rd., Cape Canaveral, Florida 32920. The Maritime Purchasing Center is open weekdays from 8 a.m. to 12 noon and from 1 p.m. to 5 p.m. **(DO NOT LEAVE SEALED PACKAGES WITH THE WAREHOUSE).**

The responsibility for delivering the Qualification Package to the Canaveral Port Authority on or before the stated time and date is solely the responsibility of the Proposer. The Canaveral Port Authority is not responsible for delays caused by the mail service or any other occurrence. Delivery of a package to any Canaveral Port Authority location other than the Maritime Purchasing Center does not constitute official receipt by the Canaveral Port Authority.

Proposal time is scrupulously observed. Under no circumstances will late packages be accepted. Any late packages will be returned to the Proposer unopened. Proposer shall not include information or responses to qualification requests for more than one project in any one envelope or box.

Failure to provide the required copies and information may result in the proposal not being considered. Each respondent should ensure that they have received and read any/all addenda and amendments to this process before submitting their proposal. All questions/answers and addenda are issued through eBuilder**.**

ECONOMY OF PRESENTATION

Each qualifications package shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the conditions and requirements of this RFQ. Submittals shall be indexed by subject, typed on letter size paper and individually bound. Fancy bindings, colored displays, and promotional material are not desired. Elaborate and verbose proposals are discouraged. Special and elaborate printing of proposals

beyond that, which is normal for your profession, is discouraged. Information in addition to that specifically requested (i.e. videotapes, photographs, in-depth Firm history, lengthy and repetitive resumes, etc.) is strongly discouraged. The information requested should be submitted in a concise, easy to read format. Emphasis in each qualifications package must be on completeness and clarity of content. To expedite the evaluation of qualifications packages, it is **mandatory** that Respondents follow the format and instructions contained herein. The Canaveral Port Authority is not liable or responsible for any costs incurred by any Respondent in responding to this RFQ including, without limitation, costs for presentations and/or demonstrations if requested. Applications that do not comply with the instructions including information outlined in the Qualification Package Guidelines will not be considered. All information received will be maintained with the project file and cannot be returned.

PROPOSAL PACKAGE GUIDELINES - GENERAL

1. To facilitate analysis of its qualifications package, the Respondent shall prepare its qualifications package in accordance with the instructions outlined in this section. If the Respondent's qualifications package deviates from these instructions, such qualifications package may, in the Port's sole discretion, be rejected. In the instance where a specific requirement(s) may not apply to the project in question, a statement must be inserted at the tab location stating the reason(s) of non-applicability.

2. The Canaveral Port Authority emphasizes that the Respondent concentrate on accuracy, completeness, and clarity of content.

3. Cross Referencing - To the greatest extent possible, each section shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the proposal package. Information required for evaluation of proposals, which is not found in its designated section, will be assumed to have been omitted from the proposal package.

4. Glossary of Abbreviations and Acronyms - Each section shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. If no abbreviations and/or acronyms are used, then a glossary is not required.

5. Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least three-quarter inch (3/4") margins on all sides. Pages shall be numbered sequentially by section. Maximum number of pages shall not exceed **60 pages**, including tables of contents, text, photos, charts, glossaries and appendices. Covers and backs will not be considered part of the 60 page count. Divider tabs will not count as pages provided no additional information or company propaganda is included on those pages.

6. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as two pages. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics; and not for pages of text.

7. Binding and Labeling - All sections of the qualifications package should be bound (spiral or notebook), with section tabs, which shall permit the proposal package to lie flat when

opened. Staples shall not be used.

QUALIFICATION PACKAGE GUIDELINES – REQUIRED TABBED SECTIONS

Tab 1 **Cover Transmittal Letter**

Provide a narrative which introduces the firm and team highlighting the special strengths of the firm to perform the work requested in this RFQ. The letter should be signed by an authorized principal of the proposing consulting firm.

Tab 2 **Table of Contents**

Tab 3 **Firm Qualifications, Experience and References**

a. Provide **Consultant Description Form(s)** to include information on prime firm and all proposed subconsultants.
b. For each service identified in Attachment 1, state "Yes" or "No" if your firm can provide the service.
c. For each service identified in Attachment 2, state "Yes" or "No" if your firm can provide the service. If you do provide the service please rate your level of expertise on a scale of 1 to 5 (1 indicates that you have some level of experience, 5 indicates that you are fully proficient with providing this service and have certification level engineers on staff specific to this area of expertise). Please provide a written response to adequately explain any experience related to the service provided.
d. Provide a narrative describing the firm's qualifications to perform the work, described in Attachment 1 and 2, including:
    - Information demonstrating your firm's relevant expertise and recent experience providing these services to organizations of similar size and scope of IT environment;
    - At least three client references, with contact names and information;
e. Provide a list of the bidder's active partnerships with the manufacturer(s) whose products will be supported.

Tab 4 **Personnel and Staffing**

The Bidder's technical resources must be properly trained and provide certifications or adequate references as to their skill level. Provide a brief description of all key personnel and technical staff (including vendors, partners or subconsultants) to be involved and their relationship to the services to be provided.

a. Include names, titles, licenses, certificates, fields of expertise, and relevant experience for all proposed personnel and staff in the following areas where applicable:
    - Windows Servers
    - IIS / Web master
    - Microsoft SQL cluster / DBA skills
    - Office365 Implementation & Administration
    - Exchange

- PCI Compliance
- VMware
- Citrix
- Extreme Networks
- Palo Alto
- Unitrends
- NetApp
- Netsuite ERP
- SalesForce
- Telephony infrastructure
- Mitel
- Specific experience working with local telephony and network service providers
- Qognify VMS
- AMX
- Crestron
- Spinetix

b. Complete resumes for only the services list below should be provided in **Tab 6**:

- IT Security Specialist
- Electronic Security Systems Specialist (Qognify VMS, Analytics, and Continental Access Control)
- Certified Unitrends Engineer
- Certified Netapp Storage Architect/Engineer (OnTap, FAS Storage Arrays, FlexPod)
- Certified VMware Enterprise Architect (ESXi)
- Certified Citrix Enterprise Architect (CloudBridge & XenDesktop)
- Certified Microsoft Exchange/Office365 Specialist
- Database Administrator
- Communication Engineer
- Network Engineer (Extreme Networks and Palo Alto Experience required)
- NetSuite/ERP Specialist
- SalesForce Certified Specialist

Tab 5 **Rates, Fees and Budget Control**

For each service in Attachment 1, provide the maximum hourly rate. In addition, include hourly rates for all proposed team members. Discuss any budget control measures of your firm and proposed subconsultants. **Include Attachment 1 and 2 in this tab.**

Tab 6 **Resumes for all Proposed Staff**

Tab 7 **Insurance (non-scored)**

Contractor agrees to maintain, on a primary basis and at its sole expense the following insurance coverages, limits, including endorsements described herein during the term of performance of services. The requirements contained herein, as well as Canaveral Port Authority review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement.

1. **Commercial General Liability:** Contractor agrees to maintain Commercial General Liability coverage with a limit of not less than One-Million Dollars ($1,000,000.00) Each Occurrence combined single limit for bodily injury and property damage. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual Liability or Cross Liability. Coverage must also include Premises and/or Operations Coverages.
2. **Business Automobile Liability**: Any Contractor coming on the to port property to conduct business or provide services, agrees to maintain Business Automobile Liability coverage at a limit of not less than Three Hundred Thousand Dollars ($300,000.00) Each Occurrence combined single limit for property damage and bodily injury. Coverage shall include liability for Owned, Non-Owned, Hired and Any Auto if applicable.
3. **Worker's Compensation Insurance** and Employers Liability: Any Contractor coming on the to port property to conduct business or provide services, agrees to maintain Worker's Compensation Insurance per Chapter 440, Florida Statutes, as amended from time to time, "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Policy shall include Employers Liability Insurance with minimum limits of Five Hundred Thousand Dollars ($500,000.00) each accident. Note: Elective exemptions or coverage through an employee leasing arrangement will satisfy this requirement but must receive prior approval by Canaveral Port Authority Risk Management Department in writing.
4. **Professional Liability Insurance/Cyber-Technology E&O:** Professional Liability insurance coverage is required for all Enterprise & Datacenter managed services, architecture, planning, and administration, Network & wireless architecture, planning, administration, Electronic/Physical Security Systems, and Business/ERP Systems professionals with minimum limits of One Million Dollars ($1,000,000.00) per claim. Any deductible shall not exceed Fifty Thousand Dollars ($50,000.00) unless otherwise approved by CPA. Coverage shall remain in force for at least one year after the completion of services.
5. **Crime/Fidelity coverage with third party coverage**: To cover a CPA for losses related to employee theft, dishonesty, or fraud. Coverage limit no less than One-Million Dollars ($1,000,000.00) and is required for all Enterprise & Datacenter managed services, architecture, planning, and administration, Network & wireless architecture, planning, administration, Electronic/Physical Security Systems, and Business/ERP Systems professionals.

6. **Additional Insured**: Contractor agrees to endorse Canaveral Port Authority as additional insured with either a CG 2020 Additional Insured — Owners, Lessees, or Contractors or CG 2026 Additional Insured — Owners, Lessees, or Contractors –Scheduled Person Organization endorsement, or similar endorsements, to the Commercial General Liability.
7. **Waiver of Subrogation**: Contractor agrees by entering into this Contract to a Waiver of Subrogation in favor of Canaveral Port Authority for each required policy herein. When required by the insurer or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others or its equivalent.
8. **Contractor's Bond**: The Canaveral Port Authority may require the contractor to provide financial assurances that the project be satisfactorily complete within the given timeframe.
9. **Certificates of Insurance**: Contractor agrees to provide CPA a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Contractor must provide proof of insurance in a timely fashion. Failure to comply within 15 days may result in termination of the award and agreement.

Tab 8 **Non-Collusion Clause (non-scored)**
Complete the non-collusion clause form included in this package.

Tab 9 **Public Entity Crimes (non-scored)**
Complete the sworn statement on public entity crimes form included in this package.

Tab 10 **Conflict of Interest Disclosure Form (non-scored)**
Complete the conflict of interest form included in this package.

Tab 11 **Certificate Regarding Debarment (non-scored)**
Complete the certificate regarding debarment included in this package.

SELECTION PROCESS

It is anticipated that the Canaveral Port Authority will select multiple consultants for this on-demand continuing services contract. Proposers are not expected to perform work in all services listed in the Attachments, however, proposers need to specify the services they are responding to and be specific to their interest, expertise, and concentration for that service. Proposers will only be scored on the services they specify. The Canaveral Port Authority may decide to contract for only certain professional services if it is determined to be beneficial to do so by the CPA.

One or more contractors may be selected for the following service categories:

CATEGORY 1 - Enterprise & Datacenter managed services, architecture, planning, and administration

CATEGORY 2 - Network & wireless architecture, planning, administration

CATEGORY 3 - Low Voltage & Fiber Optic Systems

CATEGORY 4 - Electronic/Physical Security Systems

CATEGORY 5 - Business/ERP Systems

CATEGORY 6 - Audio Visual Systems

A selection committee comprised of staff members as appointed by the CEO shall meet to review the proposals against the evaluation criteria outlined in the **Exhibit A** and prepare proposed rankings/selections per service category for all proposals.

Upon completion of the evaluation, rating and ranking/selections, the selection committee may choose to conduct oral presentation(s) with the proposer(s) which the selection committee deems to warrant further consideration based on the best-rated proposals providing the highest quality of service to the CPA. Upon completion of the oral presentation(s), the selection committee will re-evaluate, re-rate and re-rank/select the proposals remaining in consideration based upon the written documents combined with the interviews conducted.

The final rankings/selections shall be submitted to the Canaveral Port Authority Board of Commissioners for consideration and approval with a recommendation to proceed to contract. The CPA reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the CPA.

TERMS AND CONDITIONS

1. The Canaveral Port Authority Board of Commissioners has the sole discretion and reserves the right to cancel this RFQ, to reject any and all submittals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the Canaveral Port Authority to do so.

2. The Canaveral Port Authority Board of Commissioners reserves the right to make award to the response deemed to be most advantageous to the Port.

3. The Canaveral Port Authority Board of Commissioners reserves the right to award the Contract to the next most qualified Firm if the successful Firm does not begin the contracted services within the prescribed fifteen (15) days or if an acceptable fee cannot be negotiated.

4. The successful Firm shall not discriminate against any person in accordance with federal, state, or local law.

5. The Canaveral Port Authority Board of Commissioners reserves the right to award the Contract to a single Firm.

6. Firms will be notified in writing as to whether or not they have been selected for this

Contract.

7. By submitting a proposal on this solicitation, Respondents agree to the General Terms and Conditions provided within this RFQ document and the Purchase Order Terms and Conditions (IT Rev 12/6/18) attached to this RFQ document (**Attachment 3**).

DISCLOSURE OF PROPOSAL CONTENT All material submitted becomes the property of the Canaveral Port Authority and may be returned only at the Port's option. The Canaveral Port Authority has the right to use any or all ideas presented in any reply to this Request for Qualification.

EXPENSES INCURRED This invitation does not commit the Canaveral Port Authority to award a contract. Nor shall the Canaveral Port Authority be responsible for any cost or expense incurred by any Respondent in preparing and submitting a reply, nor for any cost or expense incurred by any Respondent prior to the execution of a contract agreement.

AMERICANS WITH DISABILITIES ACT Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings and meetings should contact the Canaveral Port Authority Purchasing Department; Karen Pappas, 445 Challenger Road, Suite 301 Cape Canaveral, FL 32920. kpappas@portcanaveral.com, phone 321-783-7831, extension 219.

SCHEDULE

Wednesday	December 5, 12 & 19, 2018	**Legal Advertisements**
Friday	January 4, 2019	**Responses to RFQ due 2:00 PM (EST)**
Friday	January 4, 2019	**Submittals Distributed to Selection Committee Members for Review**
Friday	January 11, 2019	**Selection Committee Meeting to Review Proposals and Prepare Final Rank/Selections (no oral presentations are anticipated)**
Wednesday	January 23, 2019	**Approval of Final Ranking/Selections - Canaveral Port Authority Board of Commissioners Meeting**

Consultant Description Form

PRIME CONSULTANT:

Contract Title: _____

Business Name: _____ Award Total: $ _____

Average Three Year Gross Revenue: $_____

Address: _____

Port/State/Zip: _____

Telephone: ( ) _____ FAX: ( ) _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ Award Total: $ _____

Services to be provided: _ Average Three Year Gross Revenue: $_____

_____

Address: _____

Port/State/Zip: _____

Telephone: ( ) _____ FAX: ( ) _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ Award Total: $ _____

Services to be provided: _ Average Three Year Gross Revenue: $_____

_____

Address: _____

Port/State/Zip: _____

Telephone: ( ) _____ FAX: ( ) _____

Contact Person/Title: _____

Email address: _____

Consultant Description Form

SUBCONSULTANT:

Business Name: _____ Award Total: $ _____

Services to be provided: _ Average Three Year Gross Revenue: $_____

_____

Address: _____

Port/State/Zip: _____

Telephone: ( ) _____ FAX: ( ) _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ Award Total: $ _____

Services to be provided: _ Average Three Year Gross Revenue: $_____

_____

Address: _____

Port/State/Zip: _____

Telephone: ( ) _____ FAX: ( ) _____

Contact Person/Title: _____

Email address: _____

SUBCONSULTANT:

Business Name: _____ Award Total: $ _____

Services to be provided: _ Average Three Year Gross Revenue: $_____

_____

Address: _____

Port/State/Zip: _____

Telephone: ( ) _____ FAX: ( ) _____

Contact Person/Title: _____

Email Address: _____

NON-COLLUSION CLAUSE

By signing this offer, the Proposer certifies that this offer is made independently and free from collusion. Proposer shall disclose below, to the best of his or her knowledge, any Canaveral Port Authority officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1), Florida Statutes, who is an officer or director, of, or has a material interest in the Proposer's business and who is in a position to influence this procurement. Any Canaveral Port Authority officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest in he or she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this proposer.

Failure of a Proposer to disclose any relationship described herein shall be reason for disqualification and/or termination in accordance with the provisions of the Canaveral Port Authority.

NAME	RELATIONSHIPS
_____	_____
	_____
	_____
_____	_____
	_____
	_____

If the Proposer does not indicate any relationship by leaving the above section blank, it shall be deemed to be an affirmation by the Proposer that no such relationship exists.

_____	_____
Signature	Company Name
_____	_____
Print Name of Certifying Official	Business Address
	_____
	City, State, Zip Code

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined" in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or
    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for

the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this _____day of _____, 20____.

Personally known _____ _____

Or Produced identification _____Notary Public – State of _____

_____ My Commission Expires _____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

CONFLICT OF INTEREST CERTIFICATE

Proposer must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

_____	_____
Signature	Company Name
_____	_____
Name of Official (type or print)	Business Address
	_____
	City, State, Zip Code

SECTION II

I hereby certify that the following named City official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections prior to bid opening.

Name	Title or Position	Date of Filing
_____	_____	_____
_____	_____	_____

_____	_____
Signature	Company Name
_____	_____
Print Name of Certifying Official	Business Address
	_____
	City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.111 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Pubic Official _____

Position Held _____

Position or Relationship with Proposer _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR§215.13.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application 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 a 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 for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph **(1)** (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Company Name: _____

Project: _____

_____
Authorized Signature

Address: _____

_____
Printed or Typed Name

_____

_____
Title

EXHIBIT A

RFQ SELECTION EVALUATION CRITERIA

PROJECT: On-Demand Information Technology Services

SCORING GUIDELINES:

Rater's Score: (Range 0-5) - 0=not included/non responsive; 1= Serious Deficiencies; 2=Marginal Abilities; 3=Adequate, 4=Well Qualified; 5=Exceptionally Qualified.

Weighing Factor: A range of 1 through 6, with 1 being of relative lower importance and 6 being relative highest importance. Each number (1 through 6) may be used more than once; however, in establishing weights, the total of all the weighing factors (A –D) must equal 20.

Weighted Score= Rater's Score multiplied by (x) Weighing Factor. Totals should be calculated for each criterion. Total score = Sum of all weighted scores.

CRITERIA TO BE RATED		RATER'S SCORE	WEIGHING FACTOR	WEIGHTED SCORE
A. Firm Qualifications, Experience and References	Scoring to be rated based on TAB 3 response		**6**	
B. Personnel and Staffing	Scoring to be rated based on response to TABS 4 & 6		**6**	
C. Rates, Fees and Budget Control	Scoring to be rated based on response to TAB 5		**5**	
D. Clarity and Comprehensiveness of the Proposal	Is the proposal clear, comprehensive, and understandable? Does it Include all information requested in TABS 1-11		**3**	
	Maximum points possible=100		**A+B+C+D =20**	**Total Points=**

ATTACHMENT 1

CATEGORY 1 - Enterprise & Datacenter managed services, architecture, planning, and administration

	Job Title/Description	Can You Provide? (Yes or No)	MAXIMUM HOURLY RATE (FOR EMPLOYEES)
1	Enterprise IT Architect		
2	IT Strategy Specialist		
3	IT Security Specialist (Cybersecurity)		
4	IT Design Specialist		
5	Project Manager		
6	Project Scheduler		
7	Quality Assurance Specialist		
8	Auditor		
9	Management /Business Analyst / Administrative Assistant		
10	Certified Microsoft Exchange Server Specialist		
11	Certified Microsoft Enterprise Messaging Administrator		
12	Back Up and Recovery Specialist		
13	Disaster Recovery Planning Specialist		
14	IT Infrastructure Library (ITIL) Specialist		
15	Programmer		
16	Systems Programmer (e.g. – servers, storage, messaging, etc)		
17	Systems Analyst		
18	Database Administrator		
19	Computer Operator /Computer Helpdesk		
20	Technical Writer		
21	Trainer		
22	UPS & Power Systems Specialist		
23	SharePoint Administrator		
24	Other Services 1:_____		
25	Other Services 2:_____		
26	Other Services 3:_____		
27	Other Services 4:_____		
28	Materials & Equipment - % mark up above cost		

CATEGORY 2 - Network & wireless architecture, planning, administration

	Job Title/Description	Can You Provide? (Yes or No)	MAXIMUM HOURLY RATE (FOR EMPLOYEES)
1	Enterprise IT Architect		
2	IT Strategy Specialist		
3	IT Security Specialist (Cybersecurity)		
4	IT Design Specialist		
5	Project Manager		
6	Project Scheduler		
7	Auditor		
8	Management /Business Analyst / Administrative Assistant		
9	Disaster Recovery Planning Specialist		
10	IT Infrastructure Library (ITIL) Specialist		
11	Programmer		
12	Systems Programmer (e.g. – servers, storage, messaging, etc)		
13	Systems Analyst		
14	Database Administrator		
15	Computer Operator /Computer Helpdesk		
16	Communications Engineer		
17	Network Engineer		
18	Wireless Engineer (Licensed and Unlicensed Frequencies)		
19	Technical Writer		
20	Trainer		
21	UPS & Power Systems Specialist		
22	Other Services 1:_____		
23	Other Services 2:_____		
24	Other Services 3:_____		
25	Other Services 4:_____		
26	Materials & Equipment - % mark up above cost		

CATEGORY 3 - Low Voltage & Fiber Optic Systems			
1	IT Design Specialist		
2	Project Manager		
3	Project Scheduler		
4	Communications Engineer		
5	Communication Electrician / Cable Worker		
6	IT Infrastructure Construction/Craft Worker		
7	Drafting Technician		
8	Technical Writer		
9	Trainer		
10	IT Facilities Cleaning Services		
11	UPS & Power Systems Specialist		
12	Other Services 1:_____		
13	Other Services 2:_____		
14	Other Services 3:_____		
15	Other Services 4:_____		
16	Materials & Equipment - % mark up above cost		

CATEGORY 4 - Electronic/Physical Security Systems

1	IT Security Specialist		
2	Security Systems Specialist (CCTV, Access Control, Situational Awareness, and other physical security systems)		
3	IT Design Specialist		
4	Project Manager		
5	Project Scheduler		
6	Auditor		
7	Management /Business Analyst / Administrative Assistant		
8	Programmer		
9	Systems Programmer (e.g. – servers, storage, messaging, etc)		
10	Systems Analyst		
11	Database Administrator		
12	Computer Operator /Computer Helpdesk		
13	Technical Writer		
14	Trainer		
15	Building Automation Systems Specialist		
16	Other Services 1:_____		
17	Other Services 2:_____		
18	Other Services 3:_____		
19	Other Services 4:_____		
20	Materials & Equipment - % mark up above cost		

CATEGORY 5 - Business/ERP Systems

1	IT Governance Specialist		
2	Enterprise IT Architect		
3	IT Strategy Specialist		
4	IT Security Specialist (Cybersecurity)		
5	IT Design Specialist		
6	Project Manager		
7	Project Scheduler		
8	Quality Assurance Specialist		
9	Auditor		
10	Management /Business Analyst / Administrative Assistant		
11	Organizational Change Management Specialist		
12	Human Resources System Specialist		
13	Supply Chain System Specialist		
14	Finance/ERP System Specialist		
15	Business Process Specialist		
16	Business Analyst		
17	Business Intelligence Specialist		
18	Geographic Information System (GIS) Specialist		
19	Webmaster		
20	Web Application Developer		
21	Disaster Recovery Planning Specialist		
22	IT Infrastructure Library (ITIL) Specialist		
23	Programmer		
24	Systems Programmer (e.g. – servers, storage, messaging, etc)		
25	Systems Analyst		
26	Database Administrator		
27	Computer Operator /Computer Helpdesk		
28	Graphics Designer (e.g. - for web page design)		
29	Technical Writer		
30	Trainer		
31	GIS Specialist		
32	SharePoint Administrator		
33	Other Services 1:_____		
34	Other Services 2:_____		
35	Other Services 3:_____		
36	Other Services 4:_____		
37	Materials & Equipment - % mark up above cost		

CATEGORY 6 - Audio Visual Systems			
1	IT Design Specialist		
2	Project Manager		
3	Project Scheduler		
4	Programmer		
5	Systems Programmer (e.g. – servers, storage, messaging, etc)		
6	Systems Analyst		
7	Database Administrator		
8	Computer Operator /Computer Helpdesk		
9	Audio/Visual Technician		
10	Technical Writer		
11	Trainer		
12	Other Services 1:_____		
13	Other Services 2:_____		
14	Other Services 3:_____		
15	Other Services 4:_____		
16	Materials & Equipment - % mark up above cost		

Services Qualifications

Proposers are only required to complete the sections of this table for the service categories their company will provide to Canaveral Port Authority. Include this attachment with your proposal.

Services	Provided to Existing Customers (Yes/No)	Level of Expertise (1-5)	Response
For each of the services listed below, provide the following information: **Provided to Existing Customers:** Do you provide this service for existing customers? **"Yes"** or **"No"** **Level of Expertise:** If you do provide the service please rate your level of expertise on a scale of 1 to 5 (1 indicates that you have some level of experience, 5 indicates that you are fully proficient with providing this service and/or have certification level engineers on staff specific to this area of expertise). **Response:** Please provide a written response to adequately explain any experience related to the service provided.			
CATEGORY 1 - Enterprise & Datacenter managed services, architecture, planning, and administration			
Managed application servers (MS Windows): Remote monitoring of the OS, connectivity, troubleshooting and resolving hardware issues, s/w updates, patch management, configuration, capacity planning, monitoring and performance tuning services.			
Managed database cluster (MS SQL Server): remote database performance management, application monitoring, alerting, patching, failover and load balancing. There are 3 SQL instances currently running on the cluster.			
Managed virtual server environment (VMware 5.x-6.x): Remote monitoring of the OS, connectivity, troubleshooting and resolving hardware issues, s/w updates, patch management, configuration, capacity planning, monitoring & performance tuning services.			

Services	Provided to Existing Customers (Yes/No)	Level of Expertise (1-5)	Response
Application monitoring: Application monitoring outside of the standard server monitoring (e.g., windows services, web services, web sites, etc.).			
Managed SAN storage (NetApp): Remote management of this device and provision space as needed.			
Managed backups & restore services (Unitrends): Daily, weekly and monthly backups. Verify the successful disk to disk and disk to tape backups and providing status notifications to customer. Providing data and file restore services.			
Managed DR (Netapp, NetApp FlexPod, VMware 5.x-6.x, Citrix CloudBridge VPX, Citrix NetScaler VPX, Citrix XenDesktop): Ability to replicate data to a colo site utilizing referenced technologies. Remote monitoring, management, configuration changes, and troubleshooting of DR Solution.			
UPS and IT power systems: Ability to provide design, audit, management, configuration changes, troubleshooting, and installation of UPS and IT power systems.			
Workload analysis and capacity planning: Ability to proactively provide these services.			

Services	Provided to Existing Customers (Yes/No)	Level of Expertise (1-5)	Response
Architecture planning: Ability to provide architecture planning including options for co-location and / or leased equipment as components of our environment come up for replacement.			
CATEGORY 2 - Network & wireless architecture, planning, administration			
Managed routers and switches (Extreme Networks): Remote network monitoring, management, configuration changes, troubleshooting, and replacing any failures on the routers or switches.			
Managed licensed and unlicensed wireless equipment (Antaira, Ceregon, Extreme) Ability to provide design, management, configuration changes, troubleshooting, and replacing licensed and unlicensed wireless equipment.			
Managed security and firewall (Palo Alto): Remote monitoring, management, configuration changes, troubleshooting, and replacing any failures on the firewall. Managed security services for all external traffic, intrusion detection, virus protection, denial of service attacks, unauthorized access, security threat analysis, and security audits (PCI, etc.).			
VOIP and communications: Ability to provide design, management, configuration changes, troubleshooting, and replacing VOIP systems. Also provide consulting services.			

Services	Provided to Existing Customers (Yes/No)	Level of Expertise (1-5)	Response
Internet Service Provider: ISP services for all inbound and outbound traffic. Includes monitoring of traffic and bandwidth utilization. Ability to provide “burstable bandwidth” to ensure the necessary level of response time during peak periods.			
Workload analysis and capacity planning: Ability to proactively provide these services.			
Architecture planning: Ability to provide architecture planning including options for co-location and / or leased equipment as components of our environment come up for replacement.			
UPS and IT power systems: Ability to provide design, audit, management, configuration changes, troubleshooting, and installation of UPS and IT power systems.			
CATEGORY 3 - Low Voltage & Fiber Optic Systems			
Belden Certified Cabling Contractor: Ability to provide and install Belden structured cabling, components, and equipment. Provide copy of current Belden certification.			
Corning Certified Cabling Contractor: Ability to provide and install Corning fiber optic cabling, components, and equipment. Provide copy of current Corning certification.			

Services	Provided to Existing Customers (Yes/No)	Level of Expertise (1-5)	Response
CATEGORY 4 - Electronic/Physical Security Systems			
Public Safety Security Systems (Qognify VMS, Axis IP Cameras, Continental Access Control, Video Analytics & Sensors): Ability to provide design, management, configuration changes, troubleshooting, cleaning, and replacing CCTV, access control systems, situational awareness systems and other Port security systems.			
CATEGORY 5 - Business/ERP Systems			
Business analysis, process, and intelligence: Ability to proactively provide these services.			
Business Systems (NetSuite ERP, finance, payroll, procurement, HRIS, POS, PMIS, and other business systems): Ability to provide design, project management, implementation, customization, API/web services programming, configuration changes, troubleshooting, and training services.			

Services	Provided to Existing Customers (Yes/No)	Level of Expertise (1-5)	Response
CATEGORY 6 - Audio Visual Systems			
Audio Visual (Spinetix, Crestron, AMX, Belden, Triple Play, Granicus): Ability to provide design, project management, implementation, customization, configuration changes, troubleshooting, and training services. Recent experiences includes conference room, board room, theater, and large facility signage and entertainment systems			

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/07/2020

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: Trina Demonbreun	
Williams and Stazzone Insurance	PHONE (A/C, No, Ext): (800) 868-1235	FAX (A/C, No): (321) 868-2003
6549 N Wickham Road	E-MAIL ADDRESS: tdemonbreun@wsins.com	
Unit 101	INSURER(S) AFFORDING COVERAGE	NAIC #
Melbourne FL 32940	INSURER A : Travelers	19046
INSURED	INSURER B : Technology Insurance Company	42376
Im Solutions, Inc	INSURER C :	
2801 S Harbor City Blvd	INSURER D :	
	INSURER E :	
Melbourne FL 32901	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL207742296 **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 [ ] PRO-JECT [ ] LOC [ ] OTHER:			ZPP-16N7111A	12/23/2019	12/23/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Damage to Premises	$ 1,000,000 $ $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 300,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA-4P378372	12/23/2019	12/23/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] **UMBRELLA LIAB** [X] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-4P922787	12/23/2019	12/23/2020	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC3868031	04/01/2020	04/01/2021	[ ] 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	Auto Physical Damage			BA-4P378372	12/23/2019	12/23/2020	comp $500 coll$500	ACV per schedule

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

E&0 POLICY#TK1551117E carrier USLI policy period 4/10/2020 to 4/10/2021 Coverage ea claim lim$2,000,000 ded $2500 Agg limit $2,000,000
The Certificate Holder is listed as Additional Insured with respect to the General Liability when required by written contract.

CERTIFICATE HOLDER

City of Cocoa Building Dept
603 Brevard Avenue
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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Robert Beach

From: Karen Pappas <kpappas@portcanaveral.com>
Sent: Friday, July 10, 2020 11:37 AM
To: Robert Beach
Cc: Heath Hancher; Bill Davis; Alison Muschett
Subject: RE: Request to Utilize Continuing Contract for Professional Services

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Hi Rob,

The Canaveral Port Authority authorizes the City of Cocoa to piggyback off of our Continuing Contract for Professional Services (PUR-RFQ-18-1) Category 6: Audio Visual Systems.

Please let me know if you require any additional information.

Thank you,

Karen

Karen Pappas
Director, Procurement & Materials Management
Tel: (321) 394-3219 | Mob: (321) 432-1426
kpappas@portcanaveral.com | www.portcanaveral.com
Canaveral Port Authority | 445 Challenger Road | Cape Canaveral | FL | 32920

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This electronic mail contains information which may be privileged, confidential, or otherwise protected from disclosure. It is intended only for the individual(s) named. If you are not an addressee; any disclosure, copy, distribution, or use of the contents of this electronic mail is prohibited. If you have received this electronic mail in error, please notify the sender by reply electronic mail or at the telephone number listed above and destroy the original message and all copies.Rev.100507a

From: Robert Beach <rbeach@cocoafl.org>
Sent: Friday, July 10, 2020 8:41 AM
To: Karen Pappas <kpappas@portcanaveral.com>
Cc: Heath Hancher <hhancher@cocoafl.org>; Bill Davis <bill.d@im.solutions>; Alison Muschett <alison.m@im.solutions>
Subject: RE: Request to Utilize Continuing Contract for Professional Services
Importance: High

CAUTION - EXTERNAL NON-CPA EMAIL

Dear Ms. Pappas,

Thank you for taking the time to speak with me on Tuesday regarding your contract with IM Solutions, Inc. for Continuing Contract for Professional Services (PUR-RFQ-18-1-COC) Category 6: Audio Visual Systems. We would like to

request your authorization for the City of Cocoa to piggyback off of this contract to work with IM Solutions, Inc. under your contracted terms and conditions.

A simple acknowledgment in the affirmative to this email message will suffice. Again, thank you very much for your help and I appreciate your time today!

Kind regards,

Thanks!
Rob

Robert Beach
Chief Technology Officer
65 Stone St., Cocoa, FL 32922
(321) 433-8550 I rbeach@cocoafl.org



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PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone.

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Legislation Details (With Text)

File #:	20-422	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	7/10/2020			**In control:**	City Council
On agenda:	7/22/2020			**Final action:**	
Title:	Approve, as recommended, the proposed Fiscal Year 2021 benefit renewal for medical, dental, vision, life, and disability insurance; and to authorize the City Manager to sign related agreements. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	benefits, insurance, medical				
Code sections:					
Attachments:	061520 - Cocoa - Dental Evaluation.pdf 061620 - Cocoa - Vision Evaluation.pdf 062120 - Cocoa - Life Disability Renewal Evaluation.pdf 071420 - Cocoa - ASO ISL Renewal Evaluation.pdf 071420 - Cocoa - Executive Summary.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 13, 2020
Agenda Date: July 22, 2020
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Approve, as recommended, the proposed Fiscal Year 2021 benefit renewal for medical, dental, vision, life, and disability insurance; and to authorize the City Manager to sign related agreements.

BACKGROUND:

Medical Health Plan

The City transitioned to a self-funded medical plan beginning in Fiscal Year 2016. With self-insurance, the City pays an administrative fee to the medical carrier to administer the plan and provide network access to doctors and medical care. All medical claims are paid directly by the City up to a point of reinsurance, that is purchased as a separate policy. The administrative and reinsurance fees account for approximately 20% of the plan's expenses with the remaining 80% being medical claims. The City's current reinsurance policy has a $125,000 deductible on each claim each fiscal year.

In Fiscal Year 2019, the City consolidated from three medical plans to two, the Core and Buy-Up Plans. This was implemented due to the high claims experience of the Buy-Up Basic and Premier

plans versus the Core Plan. In Fiscal Year 2020, the City made plan changes by consolidating to one single medical plan and other plan changes that assisted in a lower increase. Additionally, City Council approved to absorb the increase (11.4%) for employees with dependent coverage, which resulted in a $600,000 total citywide budgetary impact.

The City Staff monitors claims experience through the City's benefit broker on a continuous basis and our current renewal data shows that although some high claimants will not continue on the plan for the FY 2021 renewal, an increase is still warranted. The City had planned to advertise a Request for Proposals (RFP) for the medical plan administrator for the FY2021 renewal period, however, when COVID-19 hit the City operations, it was decided to wait another year. COVID has impacted our medical plan in a positive way, with an estimated twenty percent (20%) reduction from months April to May 2020. According to Gehring Group, it is not certain how long the City's medical plan will benefit from this claim reduction as there are different medical opinions in the industry. Additionally, medical inflation in Florida trends 8.3% per year on average due to rising medical costs. The City's initial renewal estimate had a 13.5% increase when reviewed in May, with using claims through April 2020. Due to COVID trend reductions, it was decided to delay the renewal with using claims through May. This wait enabled the City's increase to only be 7.5% overall.

Historically, the City has paid 100% for employee coverage and 50% of dependent/family coverage for medical, dental, and vision plans. This split is part of the City's Employee Handbook and two of the City's collective bargaining agreements. When the City "absorbs" the increase of dependent coverage, it increases City contributions on dependent coverage which results in the City not following the policy split. Moreover, this results in a larger dependent rate increase the following year when the City returns to the customary policy. As a comparison, the City absorbed the increase of the Core Plan in FY2016, which resulted in a higher increase for employees with the rate changes in FY2017.

Under Florida Statute 112.0801, retirees and covered dependents may continue under the same group plan as active employees. The cost of the premiums for retirees vary based on their eligibility under the City's resolution and the retirees bare the full premium cost of any covered dependents. An analysis provided by Gehring Group shows medical claims of the retiree population are exceeding the per employee per month average which continues to impact the City's group medical plan. For example, for the prior plan year, average per month employee claims were $1,189 and retiree claims averaged $1,704 per month. For the first half of our current year in FY2020, retiree claims are up to a monthly average of $2,022 and our employees are currently only experiencing a monthly average of $874.

The City has an Insurance Task Force (ITF) committee comprised of different departmental and union representatives with the purpose to bring forth any concerns related to the City's benefit plans and to make recommendations on the insurance plans offered by the City. To plan for the Fiscal Year 2021 renewal, an initial ITF meeting was held on June 22, 2020 to review current medical claim reports and three options for the health plan renewal. At that meeting, it was requested to bring back a fourth option, and then the committee would make a vote on all four options at the July 8 meeting. At the July 8 meeting, the committee requested to hold a third meeting, which was initially scheduled for July 13.

A summary of the plan options evaluated by Staff and the ITF committee include:

Option	Impact to Employee Contributions	Additional Changes
1. Renew at 7.5%	Return to formula of 100% single, 50% dependent	None
2. Renew at 7.5% increase	Share increase at 7.5% for dependent tiers	Transition dental and vision to 100% voluntary with no City contributions
3. Renew at 7.5% increase	City absorbs increase	Transition dental and vision to 100% voluntary with no City contributions
4. Renew at 7.5% increase	Share increase at 7.5% got dependent tiers	Transition vision to 100% voluntary with no City contributions; Add $100 Rx Brand Deductible

Just prior to holding the third ITF meeting, the options were discussed further between Staff and Gehring Group the budgetary impact of maintaining the current level of coverage for medical, dental, and vision plans, with absorbing the full medical rate increase of 7.5%. The impact of the City absorbing the increase two years in a row will have a larger impact on the renewal in FY2022 when renewal evaluations are done in order for the City to return to the 50% dependent contribution rates.

The summary of the annual financial impact for the City's budget is highlighted below for each benefit type based on current enrollment. Note: there was a change to all premiums based on Gehring Group's commission being removed, which is now paid separately by the City in a separate budget line instead of being built into the City's insurance rates and paid by the carriers.

Medical Plan Renewal - A summary of the annual premiums in this table show the overall change to the City's employer paid premiums for medical. Built into the plan funding, is the City's administration fees, stop loss fees, and anticipated pharmacy rebates.

	FY20 Annual	FY21 Annual	Premium Change	Percent Change
City	$4,977,452	$ 5,401,822	$424,370	8.5%
Employee	$699,242	$ 699,242	$0	0%
Total	$5,676,694	$ 6,101,064	$424,370	7.5%

Medical Administrative Fee (Cigna) -The administrative fee covers claims processing and access to the plan's network. The City is utilizing Cigna's new MotivateMe wellness program to incentivize healthy behavior and encourage employees to do preventive health care and screenings. This program allows the City to design different goal categories and these points are then converted to a wellness prize. In future plan years, the City would like to possibly offer individual Health Savings Account (HSA). The MotivateMe administrative fee is $1.45 per employee per month, which is built into the monthly administration fee.

The monthly administration fee for Fiscal Year 2021 is $44.05 per employee and will increase to $44.93 in Fiscal Year 2022. The FY2021 annual cost is estimated at $228,355, which represents a

10.2% decrease from FY2020 due to commissions being removed. These fees are built into the plan funding under our self-insured plan.

Specific Stop Loss - The City purchases an insurance policy to protect the City for large medical and prescription claims. There were three renewal options for deductible levels reviewed by City Staff, that include deductible levels of $125,000, $150,000, and $175,000. Staff recommends increasing the deductible of claims from $125,000 to $150,000. This means the City incurs the claims cost up to the $150,000 deductible level and the City would receive reimbursements for all claims exceeding this level. For the previous fiscal year 2019, the City's stop loss policy totaled $879,181 in premiums and the reimbursements totaled $1,221,424. The renewal for FY21 includes a 14.1% decrease, from $189.60 per employee per month to $162.90 per employee per month. The estimated annual cost (based on current enrollment) is $844,474. The decrease is due to the City changing the per claim deductible and the removal of the commission rates. These fees are built into the plan funding under our self-insured plan.

State Reserve Requirements - To ensure plan funding, the state of Florida (s.112.08, F.S.) requires self-funded groups to hold a minimum of sixty (60) days of claims and funds for potential incurred but not reported (IBNR) claims in reserves. The 60-days of claims estimates at $854,309 and the IBNR liability estimate is $309,081, totaling $1,163,390. These amounts were filed and accepted with the State of Florida by the actuary in June 2020.

Dental Plan - Cigna has provided a five percent decrease to the City's dental rates option with no changes to the plan. This decrease is a direct relation to the commissions being removed. The estimated annual premium, based on current enrollment is $357,826, of which $284,663 is the estimated City's annual premium.

Vision Plan - Effective FY2019 the City secured a rate guarantee under Eyemed through September 30, 2022. However, with the commissions being reduced from the premiums, this is reflected as a rate decrease. The estimated annual premium based on current enrollment is $63,261, of which $51,657 is the estimated City's annual premium.

The following life insurance and disability plans were quoted by Cigna with a two-year rate guarantee through September 30, 2022:

- Basic Life/Accidental Death and Dismemberment (AD&D) (City paid benefit) -The rate premium is $.0.253 per $1,000 of coverage for Employee Life and Employee AD&D rate is $.04 per $1,000. The estimated annual cost is $73,176, which is based on the current annual employee salaries.

- Supplemental Life Insurance (Employee paid benefit) - The rate premium is $.254 per $1,000 of coverage for Supplemental Employee Life and Employee AD&D rate is $.04 per $1,000. The retiree life insurance will remain at $.250 per $1000. The estimated annual cost to enrolled employees is $55,896, which is based on the current annual employee salaries.

- Short-Term Disability (STD) (Employee paid benefit) - The rates vary by age bracket and is shown the attached renewal summary. The estimated annual cost to enrolled employees is $37,098, which is based on the current annual employee salaries.

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- Long-Term Disability (LTD) (City paid benefit) - The rate is $.0.359 per $100 of payroll. The annual estimate, based on current payroll is $71,015.

Employee Assistance Program (EAP) - The EAP is included again under Cigna at no cost.

Flexible Spending Account (FSA) - The City is currently in a three-year rate guarantee with TASC through September 30, 2021, which is $3.65 per month per covered member. There are currently 112 employees participating in the benefit plan. The enrollment fluctuates based on open enrollment participation.

In summary, City Staff is requesting approval as recommended the proposed Fiscal Year 2021 benefit renewal for medical, absorbing the full increase on dependent coverage, and renewal for the dental, vision, life insurance, and disability plans; and authorize the City Manager to sign related agreements.

STRATEGIC PLAN CONNECTION:

Containing the City's health insurance cost while maintaining the same levels of coverage helps attract and retain qualified employees long-term.

BUDGETARY IMPACT:

Budgeted: Included in Proposed FY21 Budget

Provider	Plan (# Members)	FY2020 Annual City Cost	FY2021 Annual City Cost	Difference
Cigna	Core (442)	$4,977,452	$5,401,822	$ 424,370
Cigna	Dental (585)	$299,672	$284,663	($15,009)
TBD	Vision (588)	$56,712	$51,657	($5,055)
Cigna	Basic Life/AD&D	$78,670	$73,176	($5,494)
Cigna	Long Term Disability	$77,147	$71,015	($6,132)
	Total City Plan Cost	**$5,489,653**	**$5,882,333**	**$392,680**
Cigna	Medical ASO Fees	$254,275	$228,355	($25,920)
Cigna	Specific Stop Loss	$982,886	$844,474	($138,412)
	Total Fixed Costs	**$1,237,161**	**$1,072,829**	**($164,332)**

The fixed costs referenced above for the Medical ASO fees and Stop Loss policy are built into the medical plan funding.

State Reserve Requirements: It is required to fund reserves of 60-days of claims estimates at $854,309 and the IBNR liability estimate is $309,081, totaling $1,163,390.

The amounts above are estimates based on current enrollment of current employees and retirees. The medical plan includes current employees and retirees under age 65. These numbers do not include the City's Medicare Advantage Plan with United Healthcare which is on a calendar year renewal, which will be presented on a separate City Council agenda item.

PREVIOUS ACTION:

At a regular Council meeting on July 10, 2019, Council approved the proposed Fiscal Year 2020 benefit renewal for medical, dental, vision, life, and disability insurance; and to authorize the City Manager to sign related agreements.

At a regular Council meeting on July 10, 2018, Council approved, as recommended by the Employee Insurance Task Force (ITF) and City administration, the proposed fiscal year 2019 benefit renewal for medical (which eliminates the Buy-Up Premier Plan), dental, flexible spending, and life insurances with associated providers; made a final determination to select EyeMed as the City's vision carrier; and authorized the City Manager to sign related agreements.

At a regular Council meeting on July 11, 2017, Council approved the proposed fiscal year 2018 benefit renewal for medical, dental, vision, flexible spending, and life insurances with associated providers and authorize the City Manager to sign related agreements.

RECOMMENDED MOTION:

Approve, as recommended, the proposed Fiscal Year 2021 benefit renewal for medical, dental, vision, life, and disability insurance; and to authorize the City Manager to sign related agreements.

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City of Cocoa
Dental Renewal Evaluation
Effective Date: October 1, 2020

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current		Renewal	
SCHEDULE OF BENEFITS		**Cigna Dental PPO**		**Cigna Dental PPO**	
Plan Basics		***In Network***	***Out of Network***	***In Network***	***Out of Network***
Annual Benefit Maximum		$1,500		$1,500	
Deductibles					
Single		$25	$25	$25	$25
Family		$50	$50	$50	$50
Deductible Waived for Preventative Services		Yes	Yes	Yes	Yes
Benefits					
Preventative		100%	100%	100%	100%
Basic		80%	80%	80%	80%
Major		50%	50%	50%	50%
Orthodontic (Children & Adult)		50%		50%	
Service Information					
Out of Network Benefits Payable Level		80th Percentile		80th Percentile	
Waiting Period (Timely Entrants)		None		None	
Orthodontic Lifetime Max		$2,000		$2,000	
Rate Guarantee		**$44,104**		**9/30/2021**	
Monthly Premium					
Employee	382	$31.72		$30.13	
Employee + One	99	$79.71		$75.72	
Employee + 2 or More	104	$109.44		$103.97	
Monthly Premium	**585**	**$31,390**		**$29,819**	
Annual Premium		**$376,681**		**$357,826**	
$ Increase (Decrease)		**-**		**-$18,855**	
% Increase (Decrease)		**-**		**-5.0%**	

City of Cocoa
Vision Renewal Evaluation
Effective Date: October 1, 2020

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current		Renewal	
SCHEDULE OF BENEFITS		**EyeMed**		**EyeMed**	
Frequency		***In Network***	***Out of Network***	***In Network***	***Out of Network***
Exam		12 Months		12 Months	
Lenses		12 Months		12 Months	
Frames		24 Months		24 Months	
Exams					
Eye Exam		$0	Up to $40	$0	Up to $40
Retinal Imaging		Up to $39	Not covered	Up to $39	Not covered
Contact Lens Exams (Fit/Follow Up)					
Standard Contact Lens		Up to $40	Not Covered	Up to $40	Not Covered
Premium Contact Lens		10% off retail	Not Covered	10% off retail	Not Covered
Lenses and Frames					
Single Lenses		$0	Up to $30	$0	Up to $30
Bifocal Lenses		$0	Up to $50	$0	Up to $50
Trifocal Lenses		$0	Up to $70	$0	Up to $70
Contact Lenses (Conventional)		Up to $150 15% off balance over $150	Up to $150	Up to $150 15% off balance over $150	Up to $150
Contact Lenses (Disposable)		Up to $150	Up to $150	Up to $150	Up to $150
Contact Lenses (Medically Necessary)		$0	Up to $210	$0	Up to $210
Frames		Up to $150 20% off balance over $150	Up to $105	Up to $150 20% off balance over $150	Up to $105
Rate Guarantee		**Expires 9/30/2022**		**Expires 9/30/2022**	
Monthly Premium					
Employee	384	$6.32		$5.68	
Employee + Family	204	$16.86		$15.15	
Monthly Premium	**588**	**$5,866**		**$5,272**	
Annual Premium		**$70,396**		**$63,261**	
$ Increase		**N/A**		**-$7,135**	
% Increase		**N/A**		**-10%**	

City of Cocoa
Basic Life Insurance Renewal Evaluation
Effective: October 1, 2020

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

	Current	Renewal
	Cigna	**Cigna**
Basic Life and AD&D Benefit		
Class 1: Mayor & Council Members	$50,000	$50,000
Class 2: All other Full-Time Employees	1 X Annual Salary to a Max of $100,000	1 X Annual Salary to a Max of $100,000
Class 4: Executives	2 X Annual Salary to a Max of $200,000	2 X Annual Salary to a Max of $200,000
Features		
Waiver of Premium	Included	Included
Conversion Privileges	Included	Included
Accelerated Benefit	75% to Plan Maximum	75% to Plan Maximum
Age Reduction Schedule	65% at age 65 50% at age 70 35% at age 75	65% at age 65 50% at age 70 35% at age 75
Rate Guarantee	**Expires 9/30/2020**	**9/30/2022**
Employee Volume	$20,812,250	$20,812,250
Employee Life Rate / $1,000	$0.275	$0.253
Employee AD&D Rate / $1,000	$0.040	$0.040
Monthly Premium	**$6,555.86**	**$6,097.99**
Annual Premium	**$78,670.31**	**$73,175.87**
$ Increase / Decrease	**-**	**-$5,494**
% Increase / Decrease	**-**	**-7.0%**

City of Cocoa
Supplemental Life Insurance Renewal Evaluation
Effective: October 1, 2020

GEHRING GROUP®
EMPLOYEE BENEFITS | RISK MANAGEMENT

	Current	Renewal
	Cigna	**Cigna**
Optional Employee Life Benefit		
Class 1: Mayor & Council Members	$50,000 / $75,000 / $100,000	$50,000 / $75,000 / $100,000
Class 2: All other Full-Time Employees	Up to 3X Salary, not to exceed $300,000	Up to 3X Salary, not to exceed $300,000
Class 3: Retirees (after 2/1/03)	$10,000	$10,000
Class 4: Executives	Up to 3X Salary, not to exceed $300,000	Up to 3X Salary, not to exceed $300,000
Optional Dependent Life Benefit		
Family Benefit	Spouse: $5,000 Child(ren): $5,000	Spouse: $5,000 Child(ren): $5,000
Spouse Benefit	Up to $50,000, not to exceed 50% of EE Amount.	Up to $50,000, not to exceed 50% of EE Amount.
Child(ren) Benefit	14 Days to 6 Months: $500 6 Months to 19 Years: $10,000	15 Days to 6 Months: $500 6 Months to 19 Years: $10,000
Retiree Life Rate / $1,000	**$0.250**	**$0.250**
Family Rate / Dependent Unit	**$1.370**	**$1.370**
Spouse Life Rate / $1,000	**$0.310**	**$0.294**
Spouse AD&D Rate / $1,000	**$0.040**	**$0.040**
Child(ren) Life Rate / Child	**$0.200**	**$0.184**
Rate Guarantee	**Expires 9/30/2020**	**9/30/2022**
Employee Volume	**$15,545,950**	**$15,545,950**
Employee Life Rate / $1,000	**$0.276**	**$0.254**
Employee AD&D Rate / $1,000	**$0.040**	**$0.040**
Monthly Premium	**$4,913**	**$4,571**
Annual Premium	**$58,950**	**$54,846**
$ Increase / Decrease	**-**	**-$4,104**
% Increase / Decrease	**-**	**-7.0%**

City of Cocoa
Long Term Disability Insurance Renewal Evaluation
Effective Date: October 1, 2020

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

	Current	Renewal
	Cigna	**Cigna**
Benefits		
Eligibility	All Active Employees working 30 + hours per week	All Active Employees working 30 + hours per week
Benefit	60%	60%
Max. Monthly Benefit	$6,000	$6,000
Elimination Period	90 Days	90 Days
Definition of Disability	24 Month Own Occupation	24 Month Own Occupation
Benefit Duration	SSNRA	SSNRA
Waiver of Premium	Included	Included
Rate Guarantee Period	**Expires 9/30/2020**	**9/30/2022**
Premium		
Estimated Volume	**$1,648,440**	**$1,648,440**
LTD Rate / $100 Monthly Payroll	**$0.390**	**$0.359**
Monthly Premium	**$6,429**	**$5,918**
Annual Premium	**$77,147**	**$71,015**
$ Increase / Decrease	**-**	**-$6,132**
% Increase / Decrease	**-**	**-7.9%**

City of Cocoa
Voluntary Short Term Disability Evaluation
Effective Date: October 1, 2020

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

	Current		Renewal	
	Cigna		**Cigna**	
Eligibility	All Active Employees Working 30 + hours Per Week		All Active Employees Working 30 + hours Per Week	
Benefit	60%		60%	
Maximum Weekly Benefit	$1,000		$1,000	
Elimination Period for Accident	0 Days		0 Days	
Elimination Period for Sickness	7 Days		7 Days	
Benefit Duration	13 Weeks		13 Weeks	
Rate Guarantee	**Expires 9/30/2020**		**9/30/2022**	
Monthly Rates	***Age Bracket***	***Rate/$10***	***Age Bracket***	***Rate/$10***
Rates per $10 of Weekly Benefit	Under 25	$0.300	Under 25	$0.276
	25-29	$0.300	25-29	$0.276
	30-34	$0.300	30-34	$0.276
	35-39	$0.300	35-39	$0.276
	40-44	$0.300	40-44	$0.276
	45-49	$0.350	45-49	$0.322
	50-54	$0.400	50-54	$0.368
	55-59	$0.530	55-59	$0.488
	60-64	$0.650	60-64	$0.598
	65-69	$0.740	65-69	$0.681
	70-74	$0.810	70-74	$0.745
	75+	$0.880	75+	$0.809

City of Cocoa
Administrative Services & Reinsurance Evaluation
Effective Date: October 1, 2020

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current	Renewal	Renewal Alternate
		2019-2020 Self-Funded	2020-2021 Self-Funded	2020-2021 Self-Funded
Wellness Funds		$25,000	$25,000	$25,000
Medical Administration Fees				
Admin Fee		$25.70	$20.70	$20.70
Network Access Fee		$21.90	$21.90	$21.90
MotivateMe Fee		$1.45	$1.45	$1.45
Total PEPM ASO Fee	432	**$49.05**	**$44.05**	**$44.05**
Rate Guarantee		9/30/2020	$44.05 9/30/2022 $44.93 9/20/2023	$44.05 9/30/2022 $44.93 9/20/2023
Annual Administration Cost		**$254,275**	**$228,355**	**$228,355**
$ Increase / (Decrease)		**N/A**	**-$25,920**	**-$25,920**
% Increase / (Decrease)		**N/A**	**-10.2%**	**-10.2%**
Individual Stop Loss		**$125,000**	**$125,000**	**$150,000**
Contract Basis		**12/36**	**12/36**	**12/36**
Composite Rate PEPM	432	$189.60	$194.54	$162.90
Laser Claim(s)		None	None	None
Annual Premium		**$982,886**	**$1,008,495**	**$844,474**
$ Increase / (Decrease)		**N/A**	**$25,609**	**-$138,413**
% Increase / (Decrease)		**N/A**	**2.6%**	**-14.1%**

Total Fixed Costs	**$1,237,162**	**$1,236,851**	**$1,072,829**
$ Increase / (Decrease)	**N/A**	**-$311**	**-$164,333**
% Increase / (Decrease)	**N/A**	**0.0%**	**-13.3%**

City of Cocoa
Pharmacy Renewal Evaluation
Effective Date: October 1, 2020

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current	Renewal
Pharmacy - Discounts, Fees, and Rebate Sharing		**Cigna**	**Cigna**
Admin Fees	**Description**		
Per Script Administrative Fee (Retail and HD)	Per paid script	$0.00	$0.00
PEPM Administrative Fee	PEPM	$0.00	$0.00
Annual Consultant Fee	Total paid per year	$0.00	$0.00
Clinical Program Fee	PEPM	$0.00	$0.00
Retail Discounts and Fees (30 day)			
Retail Brand Discount	AWP	19.20%	**19.25%**
Retail Generic Discount*	AWP	77.00%	**77.25%**
Retail Dispensing Fee Brand	Per script	$1.40	**$1.25**
Retail Dispensing Fee Generic	Per script	$1.40	**$1.25**
Retail Discounts and Fees (90 day)			
Retail Brand Discount	AWP	24.00%	**24.25%**
Retail Generic Discount*	AWP	80.00%	**80.25%**
Retail Dispensing Fee Brand	Per script	$0.00	$0.00
Retail Dispensing Fee Generic	Per script	$0.00	$0.00
Mail Order Discounts and Fees			
Cigna Home Delivery Brand Discount	AWP	24.00%	**24.25%**
Cigna Home Delivery Generic Discount*	AWP	80.00%	**80.25%**
Cigna Home Delivery Dispensing Fee (including specialty)	Per script	$0.00	$0.00
Specialty Discounts and Fees			
Specialty Retail Brand Dispensing fee	Per script	$1.40	**$1.25**
Rebate Sharing			
Retail 30	Per Brand	$72.55	**$99.97**
Retail 90	Per Brand	$248.52	**$279.18**
Mail Order	Per Brand	$304.34	**$745.55**
Estimated Rebates**		*100% to Client*	*100% to Client*
Estimated Retail 30 day		**$135,966**	**$153,613**
Estimated Retail 90 day		**$21,408**	**$27,830**
Estimated Mail Order		**$87,807**	**$99,110**

Total Estimated Rebates		**$245,181**	**$280,554**
Estimated $ Increase/(Decrease) to Rebates		**N/A**	**$35,373**
Estimated % Change to Rebates		**N/A**	**14.4%**

**Discounts include non-specialty generic drugs. Retail and Home Delivery Specialty Generic drugs are priced according to the Specialty Product List.*

***Estimated Rebates based on Cigna's rebate sharing methodology.*

City of Cocoa
Employee Benefits Executive Summary
Effective Date: October 1, 2020

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current				Renewal				
MEDICAL		**2019-2020 Cigna**				**2020-2021 Cigna**				
Core Plan		**Total Monthly**	**Employer Monthly**	**Employee Monthly**	**Employee Per Pay (24)**	**Total Monthly**	**Employer Monthly**	**Employee Monthly**	**Employee Per Pay (24)**	**Per Pay Change**
Employee Only	316	$776.28	$776.28	$0.00	$0.00	$834.31	$834.31	$0.00	$0.00	$0.00
Employee + One	76	$1,522.57	$1,187.91	$334.66	$167.33	$1,636.39	$1,301.73	$334.66	$167.33	$0.00
Employee + Family	50	$2,240.76	$1,584.04	$656.72	$328.36	$2,408.27	$1,751.55	$656.72	$328.36	$0.00
Total Medical Premium	**442**									
Annual Premium		**$5,676,694**	**$4,977,452**	**$699,242**		**$6,101,064**	**$5,401,822**	**$699,242**		
$ Increase / Decrease		**-**	**-**	**-**		**$424,370**	**$424,370**	**$0**		
% Increase / Decrease		**-**	**-**	**-**		**7.5%**	**8.5%**	**0.0%**		
DENTAL		**Cigna**				**Cigna**				
DPPPO		**Total**	**Employer**	**Employee**	**EE Per Pay**	**Total**	**Employer**	**Employee**	**EE Per Pay**	**Change**
Employee Only	382	$31.72	$31.72	$0.00	$0.00	$30.13	$30.13	$0.00	$0.00	$0.00
Employee + One	99	$79.71	$55.71	$24.00	$12.00	$75.72	$52.92	$22.80	$11.40	-$0.60
Employee + Family	104	$109.44	$70.58	$38.86	$19.43	$103.97	$67.05	$36.92	$18.46	-$0.97
Total Dental Premium	**585**	**Expires 09/30/2020**				**Expires 09/30/2021**				
Annual Premium		**$376,681**	**$299,672**	**$77,009**		**$357,826**	**$284,663**	**$73,163**		
$ Increase / Decrease		**-**	**-**	**-**		**-$18,855**	**-$15,009**	**-$3,847**		
% Increase / Decrease		**-**	**-**	**-**		**-5.0%**	**-5.0%**	**-5.0%**		
VISION		**EyeMed**				**EyeMed**				
Vision		**Total**	**Employer**	**Employee**	**EE Per Pay**	**Total**	**Employer**	**Employee**	**EE Per Pay**	**Inc**
Employee Only	384	$6.32	$6.32	$0.00	$0.00	$5.68	$5.68	$0.00	$0.00	$0.00
Employee + Family	204	$16.86	$11.27	$5.59	$2.80	$15.15	$10.41	$4.74	$2.37	-$0.43
Total Vision Premium	**588**	**Expires 9/30/2022**				**Expires 9/30/2022**				
Annual Premium		**$70,396**	**$56,712**	**$13,684**		**$63,261**	**$51,657**	**$11,604**		
$ Increase / Decrease		**-**	**-**	**-**		**-$7,135**	**-$5,054**	**-$2,081**		
% Increase / Decrease		**-**	**-**	**-**		**-10.1%**	**-8.9%**	**-15.2%**		
BASIC LIFE/AD&D		**Cigna**				**Cigna**				
Benefits Volume		$20,812,250				$20,812,250				
Life Rate / $1,000		$0.275				$0.253				
AD&D Rate / $1,000		$0.040				$0.040				
		Expires 9/30/2020				**Expires 9/30/2022**				
Total Life/AD&D Premium		**Total**	**Employer**	**Employee**		**Total**	**Employer**	**Employee**		
Annual Premium		**$78,670**	**$78,670**	**$0**		**$73,176**	**$73,176**	**$0**		
SUPPLEMENTAL LIFE/AD&D		**Cigna**				**Cigna**				
Benefits Volume		$15,545,950				$15,545,950				
Supplemental Retiree Life	35	$0.250				$0.250				
Supplemental EE Life Rate		$0.276				$0.254				
Supplemental EE AD&D Rate		$0.040				$0.040				
		Expires 9/30/2020				**Expires 9/30/2022**				
Total Supp. Life/AD&D Premium		**Total**	**Employer**	**Employee**		**Total**	**Employer**	**Employee**		
Annual Premium		**$60,000**	**$0**	**$60,000**		**$55,896**	**$0**	**$55,896**		
LONG TERM DISABILITY		**Cigna**				**Cigna**				
LTD Benefits Volume		$1,648,440				$1,648,440				
LTD Rate / $100 ***(Includes EAP)***		$0.390				$0.359				
		Expires 9/30/2020				**Expires 9/30/2022**				
Total LTD Premium		**Total**	**Employer**	**Employee**		**Total**	**Employer**	**Employee**		
Annual Premium		**$77,147**	**$77,147**	**$0**		**$71,015**	**$71,015**	**$0**		
SHORT TERM DISABILITY		**Cigna**				**Cigna**				
STD Benefits Volume		$87,684				$87,684				
STD Rate / $10		Age Banded Rates				Age Banded Rates				
		Expires 9/30/2020				**Expires 9/30/2022**				
Total STD Premium		**Total**	**Employer**	**Employee**		**Total**	**Employer**	**Employee**		
Annual Premium		**$39,050**	**$0**	**$39,050**		**$37,098**	**$0**	**$37,098**		
Total Benefits Premium		**Total**	**Employer**	**Employee**		**Total**	**Employer**	**Employee**		
Annual Premium		**$6,378,638**	**$5,489,652**	**$888,986**		**$6,759,335**	**$5,882,333**	**$877,002**		
$ Increase / Decrease		**-**	**-**	**-**		**$380,697**	**$392,681**	**-$11,984**		
% Increase / Decrease		**-**	**-**	**-**		**6.0%**	**7.2%**	**-1.3%**		

Enrollment and Benefits Volume as of June 1, 2020
Per pay change is based on calculation of 24 pay periods

Legislation Details (With Text)

File #:	20-435	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	7/15/2020			**In control:**	City Council
On agenda:	7/22/2020			**Final action:**	
Title:	Requesting settlement authority for the tentative settlement agreement between City of Cocoa Firefighter Stephen Register and the City of Cocoa authorizing the payment of the Workers' Compensation settlement. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 15, 2020
Agenda Date: July 22, 2020
Prepared By: Lorne M. Stinnett, Human Resources Manager
Through: Tammy B. Gemmati, PHR, Administrative Services Director
Requested Action:
Requesting settlement authority for the tentative settlement agreement between City of Cocoa Firefighter Stephen Register 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.

Firefighter Register has reached a settlement agreement in the amount of $85,000 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. An estimate for workers' compensation claims settlement is included in the Adopted Budget each year in the Workers Comp Fund/Workers' Compensation account #520-1801-513.24-00, therefore there is no budgetary impact to this settlement. As a condition of this settlement, Mr. Register will immediately resign 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.

STRATEGIC PLAN CONNECTION:

Approval of this item helps provide financial stability to our self-insured Workers' Compensation fund, and will allow the City to control related expenses.

BUDGETARY IMPACT:

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

Amount Requested	$85,000
Account Number	520-1801-513.24-00
Account Name	Workers' Compensation

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Requesting settlement authority for the tentative settlement agreement between City of Cocoa Fire Fighter Stephen Register and the City of Cocoa authorizing the payment of the Workers' Compensation settlement

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Legislation Details (With Text)

File #:	20-437	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	7/16/2020			**In control:**	City Council
On agenda:	7/22/2020			**Final action:**	
Title:	Approval of Bi-weekly payroll policy, effective the first payroll period of Fiscal Year 2021. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	City Bi-Weekly Payroll Notice (5-29-20).pdf IAFF Bi-weekly Pay Notice (5-29-20).pdf LIUNA Bi-Weekly Payroll Notice (5-29-20).pdf PBA Lt Bi-Weekly Notice (5-29-20).pdf PBA Rank and File Bi-Weekly Notice (5-29-20).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 16, 2020
Agenda Date: July 22, 2020
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Approval of Bi-weekly payroll policy, effective the first payroll period of Fiscal Year 2021.

BACKGROUND:

On May 29, 2020, the City provided notice to all City employees and bargaining representatives the City's intent to transition to a bi-weekly payroll at the beginning of Fiscal Year 2021. This notice is consistent with current City of Cocoa Employee Handbook adopted July 12, 2011, Section 3.8, which requires a minimum of a 30-day notice to change to a bi-weekly payroll period.

After the initial union meetings prior to the May 29, 2020 announcement, there were additional follow-up discussions and meetings with bargaining representatives from LIUNA and IAFF that were very fluid and open, to address any immediate concerns. Through these meetings, City Staff were able to address one of the concerns regarding payroll corrections due to a two-week payroll versus one week. In the event there is a payroll error and the employee notifies payroll by the close of business on the first day of the payroll period, the City will work to provide a check correcting the error for errors in excess of $150.00. Should the employee be overpaid the City will continue to utilize the current practice of repayment, taking into account the amount of the correction.

Effective at the start of payroll period September 28, 2020, the City of Cocoa will be transitioning to a bi-weekly payroll period. Operating a bi-weekly payroll system will enable Human Resources and Finance to operate more efficiently. As you may all be aware, bi-weekly payroll has been discussed over the years as a goal to help improve efficiency and accuracy. Currently, the City's payroll calendar consists of 52 payroll periods with 48 payrolls for benefit deductions. With the bi-weekly payroll, there will be 26 payroll periods and 24 payrolls with benefit deductions.

City administration understands this change will be difficult for employees due to being on a weekly payroll for so long. To help with this transition, the City is organizing financial education meetings utilizing a partnership with Community Credit Union to offer online education, workshops, and individual employee meetings. Due to COVID impacts, we are taking high safety precautions and will follow CDC guidelines for the meetings.

Additionally, to ease the financial impact of the change to a biweekly payroll, there was a separate agenda item for City Council to approve on this Council meeting, offering a COVID Leave program and the opportunity to sell back up to a week of accrued COVID Comp leave and/or vacation leave that will be paid during the payroll transition period. The anticipated date for the sellback will occur on October 2, 2020.

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

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

There is minimal budgetary impact for the transition to a biweekly payroll. There will be reductions in the costs of wiring payroll-related liabilities. The change in these costs will be absorbed in the FY2021 budget.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of Bi-weekly payroll policy, effective the first payroll period of Fiscal Year 2021.

City Manager's Office
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8660 I Fax: (321) 433-8690

Memorandum

To: City of Cocoa Employees

From: Matthew Fuhrer, Interim City Manager

Date: May 29, 2020

Re: Bi-Weekly Pay Conversion

Effective at the start of payroll period September 28, 2020, the City of Cocoa will be transitioning to a bi-weekly payroll period. As written in the City's Employee Handbook, Section 3.8, this memorandum shall serve as official notice from the City. As you may all be aware, bi-weekly payroll has been discussed over the years as a goal to help improve efficiency and accuracy.

The City will be offering a leave incentive program to allow employees the opportunity to sell back up to a week of accrued COVID Comp leave and/or vacation leave that will be paid during the transition period.

Additionally, a financial education program is being planned under the City's wellness program that will take place over the next few months to provide budgetary and savings education.

Further details of these programs will be released in the near future that will include a sell back form for each employee to make their election and a schedule for the wellness education.

City Manager's Office
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8660 I Fax: (321) 433-8690

Memorandum

To: IAFF Bargaining Members

From: Matthew Fuhrer, Interim City Manager

Date: May 29, 2020

Re: Bi-Weekly Pay Conversion

Effective at the start of payroll period September 28, 2020, the City of Cocoa will be transitioning to a bi-weekly payroll period. As written in the City's Employee Handbook, Section 3.8, this memorandum shall serve as official notice from the City. As you may all be aware, bi-weekly payroll has been discussed over the years as a goal to help improve efficiency and accuracy.

The City will be offering a leave incentive program to allow employees the opportunity to sell back up to a week of accrued COVID Comp leave and/or vacation leave that will be paid during the transition period.

Additionally, a financial education program is being planned under the City's wellness program that will take place over the next few months to provide budgetary and savings education.

Further details of these programs will be released in the near future that will include a sell back form for each employee to make their election and a schedule for the wellness education.

City Manager's Office
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8660 I Fax: (321) 433-8690

Memorandum

To: LIUNA Bargaining Members

CC: Ronnie Burris, LIUNA Business Manager

From: Matthew Fuhrer, Interim City Manager

Date: May 29, 2020

Re: Bi-Weekly Pay Conversion

Effective at the start of payroll period September 28, 2020, the City of Cocoa will be transitioning to a bi-weekly payroll period. As written in the City's Employee Handbook, Section 3.8, this memorandum shall serve as official notice from the City. As you may all be aware, bi-weekly payroll has been discussed over the years as a goal to help improve efficiency and accuracy.

The City will be offering a leave incentive program to allow employees the opportunity to sell back up to a week of accrued COVID Comp leave and/or vacation leave that will be paid during the transition period.

Additionally, a financial education program is being planned under the City's wellness program that will take place over the next few months to provide budgetary and savings education.

Further details of these programs will be released in the near future that will include a sell back form for each employee to make their election and a schedule for the wellness education.

City Manager's Office
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8660 I Fax: (321) 433-8690

Memorandum

To: PBA Lieutenants

CC: Al Boettjer, Central Florida PBA Chief Negotiator

From: Matthew Fuhrer, Interim City Manager

Date: May 29, 2020

Re: Bi-Weekly Pay Conversion

Effective at the start of payroll period September 28, 2020, the City of Cocoa will be transitioning to a bi-weekly payroll period. As written in the City's Employee Handbook, Section 3.8, this memorandum shall serve as official notice from the City. As you may all be aware, bi-weekly payroll has been discussed over the years as a goal to help improve efficiency and accuracy.

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Additionally, a financial education program is being planned under the City's wellness program that will take place over the next few months to provide budgetary and savings education.

Further details of these programs will be released in the near future that will include a sell back form for each employee to make their election and a schedule for the wellness education.

City Manager's Office
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8660 I Fax: (321) 433-8690

Memorandum

To: PBA R/F Bargaining Members

CC: Al Boettjer, Central Florida PBA Chief Negotiator

From: Matthew Fuhrer, Interim City Manager

Date: May 29, 2020

Re: Bi-Weekly Pay Conversion

Effective at the start of payroll period September 28, 2020, the City of Cocoa will be transitioning to a bi-weekly payroll period. As written in the City's Employee Handbook, Section 3.8, this memorandum shall serve as official notice from the City. As you may all be aware, bi-weekly payroll has been discussed over the years as a goal to help improve efficiency and accuracy.

The City will be offering a leave incentive program to allow employees the opportunity to sell back up to a week of accrued COVID Comp leave and/or vacation leave that will be paid during the transition period.

Additionally, a financial education program is being planned under the City's wellness program that will take place over the next few months to provide budgetary and savings education.

Further details of these programs will be released in the near future that will include a sell back form for each employee to make their election and a schedule for the wellness education.

Legislation Details (With Text)

File #:	20-440	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	7/17/2020			**In control:**	City Council
On agenda:	7/22/2020			**Final action:**	
Title:	City Council discussion related to naming a specific structure or area within the City of Cocoa. (Interim City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 17, 2020
Agenda Date: July 22, 2020
Prepared By: Matthew Fuhrer, Interim City Manager
Through:
Requested Action:
City Council discussion related to naming a specific structure or area within the City of Cocoa

BACKGROUND:

A member of City Council requested an inventory of parks and or facilities that are available to be named after Cocoa citizen Captain Edward A. Lanni due to his contributions socially or economically toward the advancement of the City of Cocoa community. Captain Edward A. Lanni is a Cocoa Citizen who has contributed numerous volunteer hours to the City of Cocoa and is a retired Master Mariner from the United States Merchant Marine. Currently a column within the Riverfront Park rotunda is named for Captain Ed Lanni.

City of Cocoa Code of Ordinances Chapter 2, Article 1, Section 2-9 establishes the method and procedure for naming certain city buildings, streets and parks. The authority to name city buildings, parks and streets is solely vested in the City Council and recommendations may come forth by the following means.

- The City Council
- The City Manager may make a recommendation to the City Council based on the City Manager's own initiative
- Any person or entity wishing to assist the City Council in determining the name of a city building, park or street shall submit an assistance petition to the City Manager for evaluation and a recommendation by the City Manager

Naming Guidelines:

1. Recognized geographic names
2. Natural historic features
3. Significant historic contributions to the city, State of Florida, or United States
4. Significant material or financial contributions to the city
5. Persons of historic service to the city
6. Persons of outstanding civic service to the city
7. Documented community support for the name

Ed Lanni Civic Contributions/Service to the City

City of Cocoa Volunteer of the Year
Board Member Cocoa Community Redevelopment Agency- November 1998 to Present
Space Coast Transportation Planning Organization Citizen Advisory Committee- Until 2018
Member of the Charter Review Committee- 2010
Member of the Cemetery Committee- 2012
Civic contributions through other private organizations within the City of Cocoa

Available Areas/Amenities for Consideration

- Promenade
- Promenade Overlook (2)
- Day Slips (2)
- T-Dock
- Riverfront Connector
- Any others identified

Based on City Council discussion, an official Resolution will be brought back to City Council to formalize the naming.

STRATEGIC PLAN CONNECTION:

Image and Civic Engagement - the naming of parks/facilities would promote civic engagement and civic pride if named for iconic contributory residents or civic groups.

BUDGETARY IMPACT:

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:

Enter text here, same as Requested Action

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Legislation Details (With Text)

File #:	20-386	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	6/26/2020			**In control:**	City Council
On agenda:	7/22/2020			**Final action:**	
Title:	To authorize the Interim City Manager to execute a multi-year contract between the City of Cocoa and Orange Lien Data, LLC for Lien Search Services.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FRSData, LLC Contract.pdf Lien Search Agreement Extension.pdf Orange Lien Agreement to Provide Services- 2020.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 26, 2020
Agenda Date: July 22, 2020
Prepared By: Jessica Dovale, Utility Support Service Manager
Through: Rebecca Bowman, Finance Director
Requested Action:
To authorize the Interim City Manager to execute a multi-year contract between the City of Cocoa and Orange Lien Data, LLC for Lien Search Services.

BACKGROUND:

The City currently contracts with Orange Lien Data, LLC, to conduct lien searches at the request of a customer on behalf of the City. The customer may initiate a lien search, for a nominal fee, on a property inside the City that includes code liens and violations, open permits or assessments or on a property inside the City's water distribution network that includes water/sewer liens through the City's website or by contacting Orange Lien Data, LLC.

Orange Lien Data, LLC receives the request and customer's payment, performs a real-time records check against the City's database, returns the results that include both lien debt and non-lien debt, in accordance with Chapter 119 Florida Statutes, to both the customer and the City simultaneously, and remits a portion of the payment to the City.

Orange Lien retains $12.50 per transaction and the remaining portion of the transaction fee, ranging in $35-45, is received by the City. On average Orange Lien processes 460 lien search requests each month generating approximately $9,500 in revenue monthly. The City does not routinely expend any staff resources or expense to facilitate lien searches.

Staff is requesting Council to authorize the Interim City Manager execute a five (5) year contract starting October 1, 2020 and expiring September 30, 2025, with two one (1) year renewals.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

TOTAL COST FOR THE MULTI-YEAR CONTRACT: $0

PREVIOUS ACTION:

On June 22, 2018, Council approved the City Manager to renew the existing Orange Lien Data, LLC, (formerly FRS Data, LLC) contract for an additional two (2) years from October 15, 2018, to October 15, 2020.

RECOMMENDED MOTION:

To authorize the Interim City Manager to execute a multi-year contract between the City of Cocoa and Orange Lien Data, LLC for Lien Search Services

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Lien Search Agreement
Between City of Cocoa and FRS Data, LLC

This Agreement ("**Agreement**") to Provide Services is made by and between FRS Data, LLC, a Florida limited liability company, located at 317 Northlake Blvd., Suite 1000, Altamonte Springs, FL 32701 ("**FRS**"), and the City of Cocoa, a Florida municipal corporation ("**City**"), 65 Stone Street, Cocoa, Florida 32922. FRS and the City may also be referred to in the singular as "Party" and in the Plural as "Parties".

RECITALS

WHEREAS, the City desires to retain FRS to perform the Services described herein;

WHEREAS, FRS desires to provide the Services described herein and agrees to do so under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

DEFINITIONS

Effective Date: Shall mean the date on which this Agreement is signed by the last Party as indicted on the signature page of this Agreement.

Days: Shall mean calendar days unless otherwise specified.

Section I
PROFESSIONAL SERVICES

The Parties agree to perform the Services described below in accordance with the specifications, terms, and conditions, including compensation and expenses, set forth herein.

FRS shall respond to requests for information from third-party organizations (including, but not limited to title companies) for City lien information on behalf of the City ("**Services**"). The City will provide the information necessary to complete reports to FRS on a weekly basis.

Section II
ASSIGNMENT

This Agreement may not be assigned by either Party without prior written consent of the other Party. It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

Section III
PAYMENTS

FRS shall charge third-party organizations requesting lien information a $30.00 flat fee for each lien search transaction requeested. FRS shall be entitled to a portion of this fee in the amount of $12.50 for this service, and the City shall be entitled to the $17.50 difference for each such transaction. FRS shall mail City a check for all payments due to City on a monthly basis along with appropriate documentation showing the number of lien searches performed and the total amounts due to, and collected by FRS under this Agreement each month.

FRS shall require payment upon ordering from all third-party requestors except those whose credit has been established with FRS. Any invoice not paid by a third-party organization within thirty (30) days shall be deemed past due and subject to interest at 1.5% per month. The parties agree that this late charge is a reasonable estimate of the damage FRS will incur if amounts due are not paid on time, and FRS shall be entitled to keep this 1.5% fee in its entirety.

Section IV
LITIGATION

If FRS is requested to produce documents, witnesses, or general assistance pursuant to litigation, arbitration, or mediation in support of the City in an action where FRS is not an adverse party, the City shall reimburse FRS for all direct expenses and time in accordance with FRS's current Rate Schedule provide appropriate documentation and/or receipts are provided by FRS to the City.

Section V
PERFORMANCE WARRANTY

FRS warrants that all Services provided hereunder will conform to the requirements set forth by the City, and will be performed consistent with generally prevailing professional and industry standards. The City shall notify FRS in writing of any deficiencies under this section and provide FRS with thirty (30) days to cure the deficiency.

Section VI
DISCLAIMER AND LIMITATIONS OF LIABILITY

With the exception of the express warranties in this Agreement, FRS makes NO OTHER WARRANTY, EXPLESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section VII
INTELLECTUAL PROPERTY

All rights to patents, trademarks, copyrights, and trade secrets owned by FRS remain the property of FRS. FRS does not grant the City any right or license to any such intellectual

property. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FRS shall indemnify, hold harmless and defend the City, its officers, agents, officials, representatives, and employees against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of FRS, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees with respect to any intellectual property, patent and/or copyright infringements.

Section VIII
CONFIDENTIALITY

Subject to Section XVIII of this Agreement, FRS shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished to FRS by the City under this Agreement.

Section IX
INDEMNIFICATION

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FRS shall indemnify, hold harmless and defend the City, its officers, agents, officials, representatives, and employees against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of FRS, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees with respect to FRS's responsibilities under this Agreement.

The City will indemnify FRS for any losses due to incorrect information it negligently or willfully provided to FRS. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the state or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

Section X
FORCE MAJEUR

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot;

war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

Section XI
ENTIRE AGREEMNT

This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either Party except to the extent incorporated herein.

Section XII
DELIVERY OF COMMUNICATIONS

All notices and other communications required by this Agreement shall be writing and shall be delivered either by personal delivery, by mail, or e-mail. If delivered by mail, notices shall be sent by Express Mail or by certified or registered mail, return receipt requested, with postage and charges prepaid. Electronic mail is an acceptable means of communication and all e-mail communications shall be sent to the e-mail addresses below.

All notices and other written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

FRS Data, LLC
317 Northlake Blvd., Suite 1000
Altamonte Springs, FL 32701
ATTN: Stewart Holley
info@frsdata.com

The City
City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8680

Section XIII
DISPUTE RESOLUTION

Parties' Good Faith Attempt to Resolve Disputes. The Parties agree that every dispute or difference between them arising under this Agreement, including a failure to reach a decision as described in this Agreement, shall be first attempted to be settled by a meeting of the Parties attempting to confer and resolve the dispute in a good faith manner.

Section XIV
GOVERNING LAW & JURISDICTION

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.

Section XV
ATTORNEY'S FEES AND COSTS

The prevailing Party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

Section XVI
TERM OF AGREEMENT

This Agreement is effective from the date of execution for a period of three (3) years unless terminated by the Parties as allowable hereunder. The City has the option of extending the contract for up to two (2) additional years at its sole discretion with written notice to FRS.

Section XVII
TERMINATION

This Agreement may be terminated, with or without cause, by either party with (30) days prior written notice to the other party, without penalty. In the event of such termination each party shall be entitled to payment for outstanding Services provided prior to the termination date.

Section XVIII
PUBLIC RECORDS

In accordance with section 119.0701, Florida Statutes, FRS agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. FRS agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. FRS also agrees to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law. FRS shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, FRS shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the FRS upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If FRS does not comply with a public records request, the City shall have the right to enforce the provisions of this Paragraph. In the event that FRS fails to comply with the provisions of this Paragraph, and the City is required to enforce the provisions of this Paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to FRS's failure to comply with the provisions of this Paragraph, the City shall be entitled to

collect from FRS prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against FRS. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of FRS's failure to comply with the provisions of this Paragraph. This Paragraph shall survive the termination of this Agreement.

Section XIX
MISCELLANEOUS

a) The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be constructed as part of this Agreement.

b) If any provision in this Agreement is determined by a competent authority to be unenforceable, all other provisions of this Agreement shall continue in full force and effect. Similarly, if any provision is determined to be unenforceable due to terms exceeding that which is allowable under the law, that provision shall be enforced to the fullest extent allowable under the law.

c) The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be constructed as waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver occurred.

d) FRS is an independent contractor, and neither FRS nor FRS's staff shall be deemed employees of The City.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Digital or electronic signatures shall have the same force and effect as an original.

The parties to this Agreement have caused it to be executed on the date indicated below.

FRS Data, LLC

By: _____
Stewart Risinger Holley
Title Managing Member

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 19th day of OCT 2015, by Stewart Risinger Holley as Managing member of FRS Data, LLC, a Florida limited liability company, [X] who is personally known to me or [ ] who has produced _____ as identification.

VALERIE STRMISKA
MY COMMISSION # FF 108696
EXPIRES: April 23, 2018
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, State of Florida
My commission expires: 4/23/2018.

CITY:

CITY OF COCOA, FLORIDA:

By: _____
John A. Titkanich, AICP,
City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

Lien Search Agreement Extension
to Agreement Executed October 15, 2015
Between the City of Cocoa and FRS Data, LLC

THIS AGREEMENT is made and entered into this **10th day July of 2018**, by and between Orange Lien Data, LLC (f/k/a FRS Data, LLC*) whose address is 424 E Central Blvd., Suite 376 Orlando, FL 32801, hereafter referred to as "Orange Lien" and the City of Cocoa, whose address is 65 Stone Street, Cocoa FL 32922, a Florida municipal corporation, hereafter referred to as the "City".

Extension Provisions

WHEREAS, the City elects to exercise Section XVI (TERM OF AGREEMENT) to extend said agreement for a period of two (2) additional years beginning October 15, 2018 through October 15, 2020.

All other matters to said agreement remain the same.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Digital or electronic signatures shall have the same force and effect as an original.

The parties to this Agreement have caused it to be executed on the date indicated above.

Orange Lien Data, LLC

By: _____
David M. Harrington
Title: Managing Member

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 26th day of June 2018, by David M. Harrington as Managing Member of Orange Lien Data, LLC a Florida Limited Liability Company, (X) who is personally known to me or ( ) who has produced _____ as identification.

By: _____
NOTARY PUBLIC, State of Florida
My commission expires: 7/4/2021

KRISTIE PEDERSON
MY COMMISSION # GG120992
EXPIRES: July 04, 2021

CITY:
CITY OF COCOA, FLORIDA:

By: _____
John A. Titkanich, AICP
City Manager

*FRS Data, LLC changed name to Orange Lien Data, LLC on August 1, 2017.

ORANGE
LIEN DATA

Giving You More Time to Manage Your Department

The City of Cocoa
65 Stone Street
Cocoa, FL 32922

May 3rd, 2018

Dear Valued Client,

Subject: Lien Search Agreement Extension Request

I am writing this letter on behalf of Orange Lien Data, f/k/a FRS Data to request an extension of our agreement period for 2 years. Our current agreement expires on the 19th of October 2018. The extension, if granted, would set the new expiration date to the 19th of October 2020.

We hope that our service to you these past 3 years has exceeded your expectations and we look forward to continuing to service you for the next 2 years.

We are looking forward to hearing from you soon. In case of any queries, kindly contact Allison Smith directly at 407.670.8520.

Sincerely,

David M. Harington
Managing Member
Orange Lien Data, LLC

Section III
PAYMENTS

FRS shall charge third-party organizations requesting lien information a $30.00 flat fee for each lien search transaction requeested. FRS shall be entitled to a portion of this fee in the amount of $12.50 for this service, and the City shall be entitled to the $17.50 difference for each such transaction. FRS shall mail City a check for all payments due to City on a monthly basis along with appropriate documentation showing the number of lien searches performed and the total amounts due to, and collected by FRS under this Agreement each month.

FRS shall require payment upon ordering from all third-party requestors except those whose credit has been established with FRS. Any invoice not paid by a third-party organization within thirty (30) days shall be deemed past due and subject to interest at 1.5% per month. The parties agree that this late charge is a reasonable estimate of the damage FRS will incur if amounts due are not paid on time, and FRS shall be entitled to keep this 1.5% fee in its entirety.

Section IV
LITIGATION

If FRS is requested to produce documents, witnesses, or general assistance pursuant to litigation, arbitration, or mediation in support of the City in an action where FRS is not an adverse party, the City shall reimburse FRS for all direct expenses and time in accordance with FRS's current Rate Schedule provide appropriate documentation and/or receipts are provided by FRS to the City.

Section V
PERFORMANCE WARRANTY

FRS warrants that all Services provided hereunder will conform to the requirements set forth by the City, and will be performed consistent with generally prevailing professional and industry standards. The City shall notify FRS in writing of any deficiencies under this section and provide FRS with thirty (30) days to cure the deficiency.

Section VI
DISCLAIMER AND LIMITATIONS OF LIABILITY

With the exception of the express warranties in this Agreement, FRS makes NO OTHER WARRANTY, EXPLESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section VII
INTELLECTUAL PROPERTY

All rights to patents, trademarks, copyrights, and trade secrets owned by FRS remain the property of FRS. FRS does not grant the City any right or license to any such intellectual

property. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FRS shall indemnify, hold harmless and defend the City, its officers, agents, officials, representatives, and employees against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of FRS, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees with respect to any intellectual property, patent and/or copyright infringements.

Section VIII
CONFIDENTIALITY

Subject to Section XVIII of this Agreement, FRS shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished to FRS by the City under this Agreement.

Section IX
INDEMNIFICATION

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FRS shall indemnify, hold harmless and defend the City, its officers, agents, officials, representatives, and employees against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of FRS, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees with respect to FRS's responsibilities under this Agreement.

The City will indemnify FRS for any losses due to incorrect information it negligently or willfully provided to FRS. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the state or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

Section X
FORCE MAJEUR

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot;

war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

Section XI
ENTIRE AGREEMNT

This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either Party except to the extent incorporated herein.

Section XII
DELIVERY OF COMMUNICATIONS

All notices and other communications required by this Agreement shall be writing and shall be delivered either by personal delivery, by mail, or e-mail. If delivered by mail, notices shall be sent by Express Mail or by certified or registered mail, return receipt requested, with postage and charges prepaid. Electronic mail is an acceptable means of communication and all e-mail communications shall be sent to the e-mail addresses below.

All notices and other written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

FRS Data, LLC
317 Northlake Blvd., Suite 1000
Altamonte Springs, FL 32701
ATTN: Stewart Holley
info@frsdata.com

The City
City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8680

Section XIII
DISPUTE RESOLUTION

Parties' Good Faith Attempt to Resolve Disputes. The Parties agree that every dispute or difference between them arising under this Agreement, including a failure to reach a decision as described in this Agreement, shall be first attempted to be settled by a meeting of the Parties attempting to confer and resolve the dispute in a good faith manner.

Section XIV
GOVERNING LAW & JURISDICTION

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.

Section XV
ATTORNEY'S FEES AND COSTS

The prevailing Party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

Section XVI
TERM OF AGREEMENT

This Agreement is effective from the date of execution for a period of three (3) years unless terminated by the Parties as allowable hereunder. The City has the option of extending the contract for up to two (2) additional years at its sole discretion with written notice to FRS.

Section XVII
TERMINATION

This Agreement may be terminated, with or without cause, by either party with (30) days prior written notice to the other party, without penalty. In the event of such termination each party shall be entitled to payment for outstanding Services provided prior to the termination date.

Section XVIII
PUBLIC RECORDS

In accordance with section 119.0701, Florida Statutes, FRS agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. FRS agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. FRS also agrees to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law. FRS shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, FRS shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the FRS upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If FRS does not comply with a public records request, the City shall have the right to enforce the provisions of this Paragraph. In the event that FRS fails to comply with the provisions of this Paragraph, and the City is required to enforce the provisions of this Paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to FRS's failure to comply with the provisions of this Paragraph, the City shall be entitled to

collect from FRS prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against FRS. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of FRS's failure to comply with the provisions of this Paragraph. This Paragraph shall survive the termination of this Agreement.

Section XIX
MISCELLANEOUS

a) The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be constructed as part of this Agreement.

b) If any provision in this Agreement is determined by a competent authority to be unenforceable, all other provisions of this Agreement shall continue in full force and effect. Similarly, if any provision is determined to be unenforceable due to terms exceeding that which is allowable under the law, that provision shall be enforced to the fullest extent allowable under the law.

c) The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be constructed as waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver occurred.

d) FRS is an independent contractor, and neither FRS nor FRS's staff shall be deemed employees of The City.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS

Lien Search Agreement
Between City of Cocoa and FRS Data, LLC

This Agreement ("**Agreement**") to Provide Services is made by and between FRS Data, LLC, a Florida limited liability company, located at 317 Northlake Blvd., Suite 1000, Altamonte Springs, FL 32701 ("**FRS**"), and the City of Cocoa, a Florida municipal corporation ("**City**"), 65 Stone Street, Cocoa, Florida 32922. FRS and the City may also be referred to in the singular as "Party" and in the Plural as "Parties".

RECITALS

WHEREAS, the City desires to retain FRS to perform the Services described herein;

WHEREAS, FRS desires to provide the Services described herein and agrees to do so under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

DEFINITIONS

Effective Date: Shall mean the date on which this Agreement is signed by the last Party as indicted on the signature page of this Agreement.

Days: Shall mean calendar days unless otherwise specified.

Section I
PROFESSIONAL SERVICES

The Parties agree to perform the Services described below in accordance with the specifications, terms, and conditions, including compensation and expenses, set forth herein.

FRS shall respond to requests for information from third-party organizations (including, but not limited to title companies) for City lien information on behalf of the City ("**Services**"). The City will provide the information necessary to complete reports to FRS on a weekly basis.

Section II
ASSIGNMENT

This Agreement may not be assigned by either Party without prior written consent of the other Party. It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Digital or electronic signatures shall have the same force and effect as an original.

The parties to this Agreement have caused it to be executed on the date indicated below.

FRS Data, LLC

By: _____
Stewart Risinger Holley
Title Managing Member

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 19th day of OCT 2015, by Stewart Risinger Holley as Managing member of FRS Data, LLC, a Florida limited liability company, [X] who is personally known to me or [ ] who has produced _____ as identification.

VALERIE STRMISKA
MY COMMISSION # FF 108698
EXPIRES: April 23, 2018
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, State of Florida
My commission expires: 4/23/2018.

CITY:

CITY OF COCOA, FLORIDA:

By: _____
John A. Titkanich, AICP,
City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

ORANGE
LIEN DATA

Orange Lien Data, LLC
424 E. Central Blvd., Suite 376
Orlando, FL 32801
6.27.2018

Jessica Dovale
Utility Customer Service Manager
City of Cocoa
65 Stone St
Cocoa, FL 32922

Dear Jessica Dovale:

Please find the Executed Lien Search Agreement Extension between the City of Cocoa and Orange Lien Data attached. Once executed, please forward us a copy at your convenience.

Thank you so much for your continued trust in Orange Lien Data. Should you need anything further or have any questions, please feel free to reach out.

Sincerely,
Adri Silverman

Service Agreement

This Agreement ("Agreement") to Provide Services is made by and between ORANGE LIEN Data, LLC, ("ORANGE LIEN"), 424 E. Central Blvd, #376, Orlando, FL 32801 and The City of Cocoa a municipal corporation ("The City"), 65 Stone Street, Cocoa, FL 32922. ORANGE LIEN and The City may also be referred to in the singular as "Party" and in the Plural as "Parties".

RECITALS

WHEREAS, The City desires to retain ORANGE LIEN to perform the Services described herein;

WHEREAS, ORANGE LIEN desires to provide the services described herein and agrees to do so under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

DEFINITIONS

Days: Shall mean calendar days unless otherwise specified.

Section I
PROFESSIONAL SERVICES

The Parties agree to perform the Services described below in accordance with the specifications, terms, and conditions, including compensation and expenses, set forth herein.

Services: ORANGE LIEN shall respond to requests for information from third-party organizations for information on behalf of The City. The City will automatically provide information on debts owed the City for code enforcement, whether a lien has been filed or not, utility and permit fees and any other debt owed the City from its constituents, on a weekly basis.

Section II
ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns provided that it may not be assigned by either Party without consent of the other Party and that consent shall not be reasonably withheld. It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

Section III
PAYMENTS

Payment for the Services shall be paid by the requesting third-party organization directly to ORANGE LIEN. The City is not responsible for payment of the Service Fee. Any invoice not paid within thirty (30) days shall be deemed past due and subject to interest at 1.5% per month. The parties agree that this late charge is a reasonable estimate of the damage ORANGE LIEN will incur if amounts due are not paid on time. Fees shall be $35.00 per Lien Search Report and $45.00 per rushed Lien Search Report; either can be modified at the discretion of the City. A rushed Lien Search Report shall be serviced within 24 hours of the request, excluding weekends and holidays. The total Service Fee for ORANGE LIEN shall be $12.50 per Lien Search Report generated by ORANGE LIEN. ORANGE LIEN will collect the entire lien search fee on behalf of the City and will retain $12.50 as payment for producing report. The remainder shall be remitted to the City.

The total contract price for the Services shall be $12.50 per report completed by ORANGE LIEN to be paid by the requesting entity, **or according to an agreement between ORANGE LIEN and The City, to be set forth on the last page of this Agreement.** Payment upon ordering is required for all third-party requestors except those whose credit has been established with ORANGE LIEN. Any invoice not paid within thirty (30) days shall be deemed past due and subject to interest at 1.5% per month. The parties agree that this late charge is a reasonable estimate of the damage ORANGE LIEN will incur if amounts due are not paid on time.

Section IV
LITIGATION

If ORANGE LIEN is requested to produce documents, witnesses, or general assistance pursuant to litigation, arbitration, or mediation in support of the City, and to which ORANGE LIEN is not an adverse party, The City shall reimburse ORANGE LIEN for all direct expenses and time in accordance with ORANGE LIEN's current Rate Schedule provided appropriate documentation and/or receipts are provided by ORANGE LIEN to the City.

Section V
PERFORMANCE WARRANTY AND REMEDY

ORANGE LIEN warrants that all Services provided hereunder will conform to the requirements set forth by The City, and will be performed consistent with generally prevailing professional and industry standards. The City shall notify ORANGE LIEN in writing of any deficiencies under this section and provide ORANGE LIEN with thirty (30) days to rectify the deficiency(ies).

Section VI
DISCLAIMER AND LIMITATIONS OF LIABILITY

With the exception of the express warranties in this Agreement, ORANGE LIEN makes NO OTHER WARRANTY, EXPLESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION,

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section VII
INTELLECTUAL PROPERTY

All rights to patents, trademarks, copyrights, and trade secrets owned by ORANGE LIEN remain the property of ORANGE LIEN. ORANGE LIEN does not grant the City any right or license to any such intellectual property. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ORANGE LIEN shall indemnify, hold harmless and defend the City, its officers, agents, officials, representatives, and employees against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of ORANGE LIEN, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees with respect to any intellectual property, patent and/or copyright infringements.

Section VIII
CONFIDENTIALITY

ORANGE LIEN shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished to ORANGE LIEN by The City under this Agreement.

Section IX
INDEMNIFICATION

ORANGE LIEN will indemnify The City for all loses due to errors committed by ORANGE LIEN that are transmitted to third-parties when ORANGE LIEN received accurate information from The City to create reports.

The City will indemnify ORANGE LIEN for any losses due to incorrect information negligently or willfully provided by The City to ORANGE LIEN.

Section X
FORCE MAJEUR

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by suck 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.

Section XI

ENTIRE AGREEMNT

This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either Party except to the extent incorporated herein.

Section XII
DELIVERY OF COMMUNICATIONS

All notices and other communications required by this Agreement shall be writing and shall be delivered either by personal delivery, by mail, or e-mail. If delivered by mail, notices shall be sent by Express Mail or by certified or registered mail, return receipt requested, with postage and charges prepaid. Electronic mail is an acceptable means of communication and all e-mail communications shall be sent to the e-mail addresses below.

All notices and other written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

ORANGE LIEN Data, LLC
424 E. Central Blvd., #376
Orlando, FL 32801
ATTN: Stewart Holley
Email: info@Orangelien.com

The City of Cocoa

Address: 65 Stone Street, Cocoa, FL 32922
ATTN: Jessica Dovale
Email: jdovale@cocoafl.org

Section XIII
DISPUTE RESOLUTION

Parties' Good Faith Attempt to Resolve Disputes. The Parties agree that every dispute or difference between them arising under this Agreement, including a failure to reach a decision as described in this Agreement, shall be settled first by a meeting of the Parties attempting to confer and resolve the dispute in a good faith manner.

Section XIV
GOVERNING LAW & JURISDICTION

This Agreement shall be governed in accordance with the laws of the State of Florida, County of Seminole. Each Party (a) consents to the exclusive jurisdiction and venue of the state courts located in Seminole County, Florida; (b) waives any objection it might have to jurisdiction or venue of such forum or that the forum is inconvenient; and (c) agrees not to bring any such action in any other jurisdiction or venue to which either Party might be entitled by domicile or otherwise.

Section XV
ATTORNEY'S FEES AND COSTS

The prevailing Party shall have the right to collect from the other Party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

Section XVI
TERM OF AGREEMENT

This Agreement is effective from October 1, 2020 for a period of five (5) years through September 30, 2025, unless terminated by the Parties as allowable hereunder. This Agreement can be renewed twice for a period of one (1) year term each. upon the date of initial term expiration or until terminated by either party pursuant to Section XVII of this Agreement.

Section XVII
TERMINATION

This Agreement may be terminated by either party on not less than thirty (30) days' prior written notice to the other party, without penalty. In the event of such termination each party shall be entitled to payment for outstanding Services provided prior to the termination date.

This Agreement may be terminated by written notice by either Party for material breach of this Agreement, provided the terminating Party has given the breaching Party at least fourteen (14) days written notice of, and opportunity to cure such breach. Termination for breach does not constitute waiver of any other rights or remedies that non-breaching party may have for breach of this Agreement

Section XVIII
PUBLIC RECORDS

In accordance with section 119.0701, Florida Statutes, ORANGE LIEN agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. ORANGE LIEN agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. ORANGE LIEN also agrees to provide the public with access to public records on the same terms and conditions the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law. ORANGE LIEN shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, ORANGE LIEN shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the ORANGE LIEN upon termination of

this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If ORANGE LIEN does not comply with a public records request, the City shall have the right to enforce the provisions of this Paragraph. In the event that ORANGE LIEN fails to comply with the provisions of this Paragraph, and the City is required to enforce the provisions of this Paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to ORANGE LIEN"S failure to comply with the provisions of this Paragraph, the City shall be entitled to collect from ORANGE LIEN prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against ORANGE LIEN. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of ORANGE LIEN"S failure to comply with the provisions of this Paragraph. This Paragraph shall survive the termination of this Agreement.

Section XIX
MISCELLANEOUS

a) The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be constructed as part of this Agreement.

b) If any provision in this Agreement is determined by a competent authority to be unenforceable, all other provisions of this Agreement shall continue in full force and effect. Similarly, if any provision is determined to be unenforceable due to terms exceeding that which is allowable under the law, that provision shall be enforced to the fullest extent allowable under the law.

c) The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be constructed as waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver occurred.

d) ORANGE LIEN is an independent contractor, and neither ORANGE LIEN nor ORANGE LIEN's staff shall be deemed employees of The City.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Digital or electronic signatures shall have the same force and effect as an original.

The parties to this Agreement have caused it to be executed on the date indicated below.

_____
Stewart Holley
ORANGE LIEN Data, LLC
Date: _____

ATTEST BY: _____

_____
Matt Furer, Interim City Manager
City of Cocoa
Date: 7/22/2020

ATTEST BY: _____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	20-434	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	7/15/2020			**In control:**	City Council
On agenda:	7/22/2020			**Final action:**	
Title:	Approve renewal of United Healthcare Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2021 to December 31, 2021 and payments to eligible retirees for Medicare Part B reimbursement. (Administrative Services Director)				
Sponsors:					
Indexes:	benefits, insurance, medical, retiree				
Code sections:					
Attachments:	2009-150(Amending resolution 2008-133 to include a 100_ health ins. premium (3).pdf 2020 Medicare Part B Rates.pdf 071220 - Cocoa - 2021 UHC Medicare Rate Page and Benefit Summary.pdf 071220 - Cocoa - 2021 UnitedHealthcare Renewal Packet.pdf 071420 - Cocoa - Medicare Retiree UHC Renewal Evaluation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 15, 2020
Agenda Date: July 22, 2020
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Approve renewal of United Healthcare Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2021 to December 31, 2021 and payments to eligible retirees for Medicare Part B reimbursement.

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 five calendar plan renewals with UHC covering the 2016 - 2020 plan years.

The Medicare Advantage Plan with UHC for the 2020 calendar plan year is $393.19 per covered member, which includes the regulatory ACA Insurer Fee of $32.03. All prior years from 2019 and prior, the ACA Insurer Fee was waived by Congress, which was a cost savings to the plan. The ACA Insurer Fee is one of many fees implemented by Congress and intended to help fund implementation of the Affordable Care Act (ACA). For the 2021 renewal, Congress has reverted back to waiving the fee, which is reflected as a rate reduction. There was a slight increase to the base premium bringing it to $369.60. However overall, there is a premium decrease in the 2021 proposed rate for the City's plan. Below is a summary of the 2021 renewal for your reference:

Premium/Fee	**2020**	**2021**
Base Premium	$361.16	$369.60
Insurer Fee	$32.03	N/A
Total Monthly Premium	$393.19	$369.60

This equates to a total annual premium of $386,899 based on the current enrollment of 95 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.
There are two areas that are changing with the plan renewal for next year (please see page 7 in the renewal packet document for additional information.):

1. The hearing aid benefit is changing to In-Network only starting January 1, 2021
    - The current routine hearing benefit provides hearing aid coverage
    - To help improve access to high-quality, cost-effective hearing benefit solutions, routine hearing aid benefits will be available exclusively through UHC Hearing. Retirees who do not have local access to a UHC Hearing provider can purchase hearing aids through Home Delivery.
    - Members can continue to see out-of-network providers to access their hearing exam benefit
2. UnitedHealthcare is changing their fitness vendor in 2021 to Renew Active.

The annual premium costs do not include the quarterly reimbursements of Medicare Part B to eligible retirees. The current 2020 standard Medicare Part B premium amount is $144.60 per month. Medicare sets the Part B rates on a calendar year basis and the 2021 calendar year rates have not been set. The total annual costs for Part B reimbursements in FY 2021 will be approximately $154,868 and have been included in the proposed FY21 budget.

This brings the estimated budgetary impact for the Medicare Advantage Plan with UHC and the Part B Reimbursements to $531,861.

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 2020-2021 plan year.

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

In the proposed budget for FY 2021 estimated, however, the amount may change throughout the year based on enrollments.

Amount Requested	$387,945
Account Number	001-1600-513.23-00
Account Name	Life/Health Insurance Retirees

Amount Requested	$143,916
Account Number	421-4010-536.23-02
Account Name	Life/Health Insurance Retirees

This renewal is a multi-year expenditure that will include three months of Fiscal Year 2022. 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 budget in these account lines also includes the retiree coverage for dental and vision plans.

PREVIOUS ACTION:

Council approved, at the regular Council meeting held on July 24, 2019, the multi-year renewal with United Healthcare for Medicare Advantage Health Insurance Plans for eligible retirees 65 and over from January 1, 2020 to December 31, 2020.

RECOMMENDED MOTION:

Approve renewal of United Healthcare Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2021 to December 31, 2021 and payments to eligible retirees for Medicare Part B reimbursement.

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

2020

The standard Part B premium amount in 2020 will be $144.60. Most people will pay the standard Part B premium amount. If you modified adjusted gross income as reported on your IRS tax return from 2 years ago is above a certain amount, you'll pay the standard premium amount and an Income Related Monthly Adjustment Amount (IRMAA). IRMAA is an extra charge added to your premium.

If your yearly income in 2018 (for what you pay in 2020) was			**You pay each month (in 2020)**
File individual tax return	**File joint tax return**	**File married & separate tax return**	
$87,000 or less	$174,000 or less	$87,000 or less	$144.60
above $87,000 up to $109,000	above $174,000 up to $218,000	Not applicable	$202.40
above $109,000 up to $136,000	above $218,000 up to $272,000	Not applicable	$289.20
above $136,000 up to $163,000	above $272,000 up to $326,000	Not applicable	$376.00
above $163,000 and less than $500,000	above $326,000 and less than $750,000	above $87,000 and less than $413,000	$462.70
$500,000 or above	$750,000 and above	$413,000 and above	$491.60

UnitedHealthcare

UnitedHealthcare Group Medicare Advantage (PPO)

Plan: City of Coca Medicare Advantage Plan

City of Cocoa

1/1/2021 - 12/31/2021

Medicare Covered Services

Benefit Name	In Network Services	Out Network Services
Annual Medical Deductible	None	None
Annual Medical Out-of-Pocket Maximum 1	$1,500	
Is Annual Medical Out-of-Pocket Maximum 1 combined for IN and OUT of network?	Yes	Yes
Physician Services		
Primary Care Physician Office Visit (includes Non-MD office visits)	$10	$10
Specialist Office Visit	$20	$20
Telemedicine	$0	$0
Annual Routine Physical Exam	$0	$0
Inpatient Services		
Inpatient Hospital Stay	$250 Per Admit	$250 Per Admit
Skilled Nursing Facility Care - Prior hospital stay requirement waived	Yes	Yes
Skilled Nursing Facility Care - Benefit Period	100 Days	
Skilled Nursing Facility Care	$0 Per Day	$0 Per Day
Day Range 1	Days 1 - 20	Days 1 - 20
Day Range 2	$0 Per Day Days 21 - 100	$0 Per Day Days 21 - 100
Inpatient Mental Health in a Psychiatric Hospital - Benefit Period	Unlimited	
Inpatient Mental Health Lifetime Maximum	190 Days	
Inpatient Mental Health/ Substance Abuse in a Psychiatric Hospital	$250 Per Admit	$250 Per Admit
Outpatient Services		
Outpatient Surgery	$100	$100
Outpatient Hospital Services	$100	$100
Outpatient Mental Health/Substance Abuse - Individual Visit	$20	$20
Outpatient Mental Health/Substance Abuse - Group Visit	$10	$10
Partial Hospitalization (Mental Health Day Treatment) per day	$55	$55
Comprehensive Outpatient Rehabilitation Facility (CORF)	$10	$10
Occupational Therapy	$10	$10
Physical Therapy and Speech/Language Therapy	$10	$10
Kidney Dialysis	$0	$0
Medicare-covered Specialist Visits		
Chiropractic Visit	$20	$20
Podiatry Visit	$20	$20
Eye Exam	$20	$20
Eyewear (Frames and Lenses after cataract surgery)	$0	$0
Hearing Exam	$20	$20
Dental Services	$20	$20
Ambulance/Emergency Room/Urgent Care		
Ambulance Services	$50	$50
Ambulance Copay Waived if Admitted	No	No
Emergency Room (includes Worldwide coverage)	$65	$65
Emergency Room Copay Waived if Admitted within 24 hours	Yes	Yes
Urgent Care (Includes Worldwide Coverage)	$10	$10
Urgent Care Copay Waived if Admitted within 24 hours	Yes	Yes
Part B Drugs And Blood		
Part B Drugs	$0	$0
Part B Chemotherapy Drugs	$0	$0
Blood (3 pint deductible waived)	$0	$0
Durable Medical Equipment (DME) And Supplies		
Durable Medical Equipment	$20	$20
Prosthetics	$20	$20
Orthotics	$20	$20
Diabetic Shoes and Inserts	$20	$20
Medical Supplies	$20	$20
Diabetic Monitoring Supplies	$0	$0
Insulin Pumps and Supplies	$10	$10
Home Healthcare Agency & Hospice		
Home Health Services	$0	$0
Hospice (Medicare-covered)	$0	$0
Procedures		
Clinical Laboratory Services	$10	$10
Outpatient X-ray Services	$10	$10
Diagnostic Procedure/Test (includes non-radiological diagnostic services)	$10	$10
Diagnostic Radiology Service	$20	$20
Therapeutic Radiology Service	$20	$20
Preventive Services (Medicare-Covered)		
Cardiovascular Screenings	$0	$0
Immunizations (Flu, Pneumococcal, Hepatitis B)	$0	$0
Pap Smears and Pelvic Exams	$0	$0
Prostate Cancer Screening	$0	$0
Colorectal Cancer Screenings	$0	$0
Bone Mass Measurement (Bone Density)	$0	$0
Mammography	$0	$0
Diabetes - Self-Management Training	$0	$0
Medical Nutrition Therapy and Counseling	$0	$0
Annual Wellness Exam and One-time Welcome-to-Medicare Exam	$0	$0
Smoking Cessation Visit	$0	$0
Abdominal Aortic Aneurysm (AAA) Screenings	$0	$0
Diabetes Screening	$0	$0
HIV Screening	$0	$0
Screening and Behavioral Counseling Interventions in Primary Care to Reduce Alcohol Misuse	$0	$0
Screening for Depression in Adults	$0	$0
Screening for Sexually Transmitted Infections (STIs) and high intensity Behavioral Counseling to prevent STIs	$0	$0

Preventive Services (Medicare-Covered)		
Intensive Behavioral Therapy to reduce Cardiovascular Disease Risk	$0	$0
Screening and Counseling for Obesity	$0	$0
Glaucoma Screening	$0	$0
Kidney Disease Education	$0	$0
Dialysis Training	$0	$0
Hepatitis C Screening	$0	$0
Lung Cancer Screening	$0	$0
Wellness/Clinical Programs		
Fitness Program	Renew Active	Not Included
Case and Disease Management, including: - High Risk Members - Heart Failure - Respiratory Illness - Kidney Disease - Diabetes - Behavioral Health - Nurse Support - 24/7	Included	Not Included
Preferred Diabetic Supply Program	Included	Not Included
HouseCalls Program	Included	Not Included

Non-Medicare Covered Services

Routine Podiatry		
Routine Podiatry	$20	$20
Routine Podiatry - Number of visits per year	6 Visits	
Routine Vision		
Routine Eye Exam Refraction- every 12 months	$20	$20
Routine Hearing		
Routine Hearing Exam for Hearing Aids	20%	20%
Routine Hearing Exam Number Of Visits	1 Visits	
Routine Hearing Exam Number Of Years	1	
Per Ear or Combined	Combined	
Number of Hearing Aid Devices	Unlimited	
Routine Hearing Aid benefit Period (years)	3 Years	
Routine Hearing Aid Combined Device Allowance	$500	

Outpatient Prescription Drug Coverage

Prescription Drug Plan	Standard Plan		
Pharmacy Network	Standard		
Non-OptumRx Mail Order Network	Included		
Formulary Base	Group Select Formulary H		
Bonus Drug List	List U		
Formulary Edits (step therapy, quantity limits, prior authorization)	Standard:Edits On		
Benefit Name	**In Network Services**	**Minimum**	**Maximum**
Part D Gap Coverage	Full Coverage		
Initial Coverage Limit	$4,130		
True Out of Pocket Threshold (TrOOP)	$6,550		
Catastrophic Coverage over TrOOP	CMS Standard		
Copay for generics	$3.70		
Copay for all other drugs	$9.20		
OR Coinsurance	5%		
Day Supply			
Retail Days Supply	30		
Retail Days Supply Specialty Tier Only	30		
Mail Order Days Supply	90		
Mail Order Days Supply Specialty Tier Only	90		
Primary Plan - ICL Phase			
Retail Tier 1: Generic	$10		
Retail Tier 2: Preferred Brand	$20		
Retail Tier 3: Non-Preferred Brand	$35		
Retail Tier 4: Specialty Tier	$35		
Mail Order Tier 1: Generic	$20		
Mail Order Tier 2: Preferred Brand	$40		
Mail Order Tier 3: Non-Preferred Brand	$70		
Mail Order Tier 4: Specialty Tier	$70		

UnitedHealthcare Group Medicare Advantage ® plans are offered by United HealthCare Insurance Company and its affiliated companies, Medicare Advantage Organizations
with a Medicare contract. Limitations, copayments and coinsurance may apply. Benefits may vary by employer group.

By group's acceptance of this proposal or upon group's first premium payment, whichever occurs first, Group represents to UnitedHealthcare that it offers employment-based

Rate Page Report : RP-01849

Group Name	CITY OF COCOA
Final Rates for	1/1/2021 - 12/31/2021

Quoted Service Area	Quoted Membership	Members Under Age 65
National	95	0

Rate Components	Quoted Year: 2021
Net Premium	$369.60
ACA Insurer Fee	$0
Total Premium	**$369.60**

Details

UAF Type	Preliminary	**Current Contract**	H2001
Contract Begin Date	1/1/2021	**Quoted PBP**	816
Contract End Date	12/31/2021	**Current Group Number**	13968
Situs State	Florida	**Market**	National
Full Replace Slice	Full Replace	**Current Membership**	95
Emp Contribution	100%	**Premium Delay**	No
Quote Name	CITY OF COCOA	**Rating Method**	Full Replace
Product Type	NPPO		

Stipulations

This is a Preliminary quote effective 01/01/2021 - 12/31/2021. The situs state is Florida. While we make every effort to honor the rates quoted (notwithstanding the other quote stipulations below), we reserve the right to change these preliminary rates and/or the plan designs quoted based on the final call letter from CMS and the actual National average Part D bid for 2021.To ensure proper claim adjudication effective 01/01/2021, it is imperative that we have final 01/01/2021 plan design decisions from employers as soon as possible. Final decisions received after 11/1/2020 could be problematic in terms of claim adjudication on 01/01/2021.This quote assumes that the employer pays 100% of the premium.If members who have previously opted out are to be allowed back into the plan, then this fact must be disclosed at the time of quote.If the enrollment were to change by more than +/- 10% from current enrollment, we reserve the right to adjust the rates.Please note the following with regard to the drug coverage on these MAPD products: (i) We reserve the right to change our Part D formulary for calendar year 2021. We also reserve the right to change our pharmacy benefit manager and/or our pharmacy network for calendar year 2021. (ii) There is a specific, Part D drug formulary that applies to all of our MAPD plan offerings. (iii) All Part D prescription drug coverage is considered to be creditable, therefore Creditable Coverage Notices are not required.United reserves the right to modify its 2021 rates in the event of changes to existing laws, regulations, or any new legislation, assessments, taxes, and/or marketplace changes to the Medicare Advantage and Part D programs that will have an impact to the program costs or revenue, including but not limited to: (i) the proposed changes to the Part D program (e.g. point-of-sale rebates); (ii) changes in the methodology used to calculate CMS payments including any changes due to EGWP bid waiver; (iii) any plan design changes required by the applicable regulatory authority (i.e. mandated benefits); (iv) any Force Majeure event, including but not limited to national pandemic, act of God, acts of terrorism, or anything beyond United's reasonable control; or (v) as otherwise permitted in our contract.Quote assumes $0.00 PMPM commission level.0 Pre-65 Medicare eligible retirees are included.The premium rate quoted herein assumes that premiums are due in full on a monthly basis on or before the last business day of the month

City of Cocoa
65 Stone Street
Cocoa, FL 32922

July 2, 2020

To Whom It May Concern:

Thank you for the opportunity to serve you and your Medicare-eligible retirees. We know you have a choice and we sincerely appreciate your selection of UnitedHealthcare as your retiree coverage partner. UnitedHealthcare remains committed to providing our clients with high-quality, cost-effective health plans and an experience for your retirees that is simple, personal and caring.

Rest assured we are together with you during this pandemic. We have made it our mission to ensure our members continue to receive the support they need during this difficult time. We are encouraging members to take advantage of Sanvello for emotional support, as well as our digital fitness classes. We have deployed Virtual HouseCalls to ensure members can still benefit from the program, even while social distancing, and are deploying in-home kits, allowing members to conduct some tests and screenings safely, from their own homes. We continue to encourage retirees to utilize medical and behavioral health virtual visits, which provide the ability for members to live video chat with medical and behavioral providers using their computer, tablet or smartphone.

We continue to improve existing programs as well. The Renew Rewards program remains a driving incentive in getting retirees to complete their annual checkups and health screenings. Through this program we continue to close thousands of gaps in care as well as educate members on their overall health and wellbeing.

Choosing a retiree coverage partner is an important decision. As you consider the enclosed 2021 renewal information, we hope our commitment to quality, service, affordability, and helping your retirees lead healthier lives will help make your decision easy. Enclosed you will find:

- A renewal checklist
- A summary of plan options for you to consider
- Your 2021 renewal rate sheet

I sincerely thank you for your continued trust in UnitedHealthcare. I look forward to working with you to complete your 2021 renewal. Please let me know if you have questions; I am here to help.

Sincerely,

David Scinto
Strategic Account Executive

2021 Renewal Checklist – Action Required!

This letter is our plan year 2021 renewal communication with you. Our contract to provide group retiree benefits is considered "evergreen" and will continue into 2021 without needing to be rewritten or amended.

To help ensure a smooth renewal, we have included a few helpful reminders:

- □ **Notify us of your Open Enrollment at least 8 weeks before it starts.** Recognizing the increased risks to our retiree population during COVID-19, and understanding that social distancing measures may still be in place, we are prepared to meet your population virtually. We look forward to discussing our virtual options with you. So that we can meet CMS requirements, we do require a minimum of 8 weeks' notice so that we can create and deliver your enrollment materials. If you are not able to meet this deadline, please notify me as soon as possible so we can discuss alternative options.

- □ **Review the contact information on the renewal document's Employer Data Summary tab to ensure accuracy.** If there are any changes, please let us know.

- □ **Provide confirmation of renewal via email** back to David Scinto by August 30, 2020.

Your 2021 Renewal Rates

Your current premium rate is:

2020	$393.19

Our 2021 proposed rate, based on the current 2020 plan design, is:

2021	$369.60

Please see the renewal document's Benefit Summary tab for plan details. We are happy to discuss other alternative plan designs that may lower your premium rate.

COVID-19 Impact on your renewal:
A message from Greta Redmond, FSA, MAAA, Vice President, Actuarial and Underwriting for UnitedHealthcare Retiree solutions.

Staying home and staying safe is helping to decrease the spread of COVID-19. This is also impacting the healthcare that is being received. Due to members staying home we are seeing some decreases in the Medical costs. In some cases, members may be holding off on much needed treatment and care. There is still a lot of uncertainty what will happen and we are working hard to make sure members have access to the care they need. The treatment cost of COVID-19 is moderately low for members that only need

testing and can be treated at home, but Inpatient costs for some members are high due to the severity of the illness and treatment.

We are monitoring the course of the 2020 healthcare changes and working to anticipate what may be the eventual impacts into 2021. With each state making independent decisions, each state experiencing significant variances in prevalence of COVID-19 and CMS making frequent announcements, we are looking to have as much information as possible before we issue renewals. We are awaiting further confirmation from CMS on potential revenue changes into 2021 due to COVID-19. For retirees in Medicare Advantage plans, we are anticipating the ups and downs of the impacts and have included this impact in the renewals.

Health Insurer Fee Permanent Sunset

As we discussed in the last three years' renewals, the Affordable Care Act of 2010 required insurers to pay an insurer fee that applied to all fully insured premiums. The fee was permanently waived starting in 2021 and beyond.

Notices

By City of Cocoa's acceptance of this proposal or upon City of Cocoa's first premium payment, whichever occurs first, City of Cocoa represents to UnitedHealthcare that it offers employment-based retiree coverage as that term is defined in 42 CFR 422.106(d)(5) and that it will only enroll individuals with the status of a retired participant, or spouse or dependent of a retired participant, in the group's employment-based group plan.

Summary of Medicare and Product Changes for 2021

Medical

Medicare Covered Acupuncture for Chronic Lower Back Pain

CMS has required Medicare Advantage plans to cover acupuncture for chronic lower back pain starting January of 2020. This benefit allows up to 12 visits in 90 days, with an additional 8 visits for patients demonstrating an improvement. No more than 20 acupuncture treatments may be administered annually.

Group plans that have routine acupuncture coverage will have the same cost share for both routine and the new Medicare covered acupuncture for chronic lower back pain. Plans without routine acupuncture coverage will have the same cost share as Medicare covered chiropractic visits.

Please let me know if you would like to see how you can save with our differential national PPO.

Step Therapy

As part of the patient-centered care coordination programs at UnitedHealthcare, we are actively looking for ways to lower medical trend, increase adherence, and enhance member benefits.

UnitedHealthcare will apply Step Therapy to manage the cost effective use of select drugs and devices covered under Medicare Part B. Effective January 1, 2021, the non-preferred products will require step therapy. If a provider administers a non-preferred therapy without obtaining prior authorization, UnitedHealthcare may deny claims for the non-preferred therapy.

Applies to in-network providers only.

Member cost share for most Preferred Products will be $0.

In order to prevent interruptions of existing therapies, prior authorization requirements will not apply for members who are actively receiving the non-preferred therapy (members with a paid claim within the past 365 days).

Our care of our members goes beyond providing medical and pharmacy benefits. We offer the following benefits and services that can be added to your UnitedHealthcare Group Medicare Advantage plan as a buy-up

Readmission Prevention

Preventing and lowering readmission rates is vital and we continue to offer benefits designed to aid in keeping our most vulnerable members at their healthiest. You may choose to add the following programs to your plan as a buy-up:

Post-Discharge Meal Delivery

Nutrition is clinically proven to prevent malnourishment particularly in the senior population. As part of the Post-Discharge Meal Delivery Program we offer 84 home-delivered meals to members immediately following a hospital or skilled nursing facility discharge through our national vendor Mom's Meals when referred by a UnitedHealthcare clinical advocate. Mom's Meals offers freshly-made, refrigerated meals with options to improve nutrition and support different health conditions such as diabetes, heart friendly, gluten free and more. Meals will include breakfast, lunch, dinner and snacks.
Please consider adding this valuable benefit to your plan. Learn more about Mom's Meals at www.momsmeals.com/.

Post-Discharge Routine Transportation

Transportation barriers are associated with poor health care access, missed or delayed medical appointments, and an increased need for emergency care. In order to help mitigate the risk for readmission we offer our post-discharge routine transportation benefit at no additional cost to members. As part of the Post-Discharge Routine Transportation program members are eligible for transportation to medical appointments, pharmacy visits, and more, up to 30 days immediately following inpatient hospital and skilled nursing facility discharges when referred by a clinical advocate.

Trusted Care at Home When You Need It

Our personal care (in-home, non-medical care) program, offered through CareLinx, has a national network of over 300,000 background-checked professional caregivers designed to support members who need help with Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs). CareLinx caregivers provide a variety of services such as making meals, light housekeeping tasks, medication reminders and even transportation around the community.

This personal care support is focused on providing members with routine, periodic visits to help them with functional limitations and to keep their health on-track. This support is also intended to provide the family caregiver some respite from the support that they provide their loved one. **CareLinx offers this optional benefit exclusively to UHC Group Retiree Medicare Advantage members.**

Additionally, all UnitedHealthcare Group Retiree members are eligible for an exclusive discount on CareLinx services. Members will have access to a one-time offer of 4 hours of free services after the first 10 purchased hours of care, just for being a UnitedHealthcare Group Retiree member.

Expanded Dental Plan Options

We continue to enhance our dental offerings. An expanded portfolio of standard buy up options includes five plans with a wide range of benefits and premiums to meet the needs of your members. Plans include 100% preventative and diagnostic coverage for exams, x-rays, cleanings and periodontal maintenance. The UnitedHealthcare Dental benefit offers our members affordable dental coverage and the resources of UnitedHealthcare. Members receive significant price protection and access with our national network of more than 358,000 contracted providers with the flexibility to see non-network providers if desired.

Don't forget about all of these great things that are already a part of your UnitedHealthcare plan:

Virtual Doctor Visits

Don't forget to remind your retirees that UnitedHealthcare Medicare Virtual Visits are here! If desired, we are able to partner with clients on virtual visit education and registration strategies for retirees.

Plan members have the option of seeing and speaking with physicians via secure connection from their homes or anyplace they take a computer, tablet or smartphone. Plan members may use Virtual Visits to obtain a diagnosis and necessary prescriptions (except controlled substances) for minor medical needs including allergies, sinus and bladder infections, bronchitis and more.

Services include initial evaluation, medication management and ongoing counseling.

A Virtual Visit is not a replacement for an in-person visit with a primary care physician, but another way for plan members to access in-network care. Our in-network virtual medical groups are:

Doctor on Demand: www.doctorondemand.com/
American Well: www.amwell.com

Member Rewards and Incentives

Our Renew Rewards program motivates members to take action by rewarding the achievement of certain milestone activities. Renew Rewards is based on characteristics shown by research to be effective at providing timely "nudges" to improve member engagement and help retirees make healthy lifestyle choices. Members can receive merchant gift cards for completing an annual wellness visit, accepting a HouseCall or completing certain eligible health care screenings.

HouseCalls

Our HouseCalls service gives eligible members a yearly visit with a healthcare practitioner right in the privacy of their own home. It's a great opportunity for members to discuss their health care needs, create a plan for prevention and get the personal attention they deserve. During the visit, the practitioner will confirm medical history, complete a physical exam, review medications and answer any questions that the member may have. Certain health screenings may also be included.

A HouseCalls visit supports and complements the care of a primary care provider and is available to eligible members at no additional cost.

Renew Active

In 2021 we will offer our fitness benefit through Renew Active™. Renew Active is a fitness program for body and mind designed around members and their goals.

Renew Active includes:

- A free gym membership
- Access to an extensive network of gyms and fitness locations near members
- A personalized fitness plan
- Access to a wide variety of fitness classes
- An online brain health program, exclusively from AARP® Staying Sharp
- Connecting with others at local health and wellness events, and through the Fitbit® Community for Renew Active

Fitbit Premium is also now available to take advantage of for all members with Renew Active when they join the Fitbit Community for Renew Active. Fitbit Premium offers premium content and thousands of workout videos for all levels and intensity. The premium content and workout videos include;

- Thousands of workout videos for all levels and intensities
- Guided programs
- Advanced sleep tools
- Personalized insights
- Mindfulness sessions

Please note a Fitbit device is not required to access.

To access the benefit and obtain their confirmation code, members can visit the health & wellness section of their UnitedHealthcare member website or call the Customer Service number on the back of their health plan member ID card.

Additionally, members can request to have a new gym added to our extensive network of partnering Renew Active gyms and fitness locations by nominating facilities on the Renew Active website or by calling the Customer Service number found on the back of their health plan member ID card.

For more information please visit, www.UHCRenewActive.com

UnitedHealthcare Hearing

Untreated hearing loss has been linked to serious conditions like depression, anxiety, dementia, heart disease and diabetes. However, early treatment can help, and over 90 percent of people with hearing loss can be treated with hearing aids. We want our members to maximize their health care coverage, which is why we're happy to offer a full range of hearing health services and custom-programmed hearing aids exclusively from UnitedHealthcare Hearing.

Through UnitedHealthcare Hearing, members have access to premium name brand and private-labeled hearing aids from major manufacturers ranging from $699- $2,499 saving them thousands of dollars. With locations nationwide and the option to purchase hearing aids in-person through a hearing provider or have the hearing aids delivered directly to their home, members have more choices than ever before, making it easier to improve their hearing health.

Starting in 2021 the hearing aid benefit will be offered exclusively through UnitedHealthcare Hearing. With the introduction to UnitedHealthcare Hearing, hearing aid benefit amounts will not change; in fact, the member experience may become more simplified with personalized support every step of the way including hearing tests, hearing aid adjustments, extra batteries and follow-up care to address all hearing needs.

Prescription Drug Coverage

Brand over Generic Approaches

To maintain an affordable and sustainable Part D benefit we may from time to time implement "brand over generic" strategies. While new generic products coming to market are often lower in price than their brand-name equivalents, this is not always the case: sometimes they cost more. Depending on market conditions, we may choose not to add certain new generic medications to our plan formulary until the generic drug's price falls enough to become the lowest-net-cost product. In these instances, the brand-name medication will remain on the plan formulary at the same or better coverage tier for a period of time.

Authorized Generics (aka "Authorized Brand Alternatives")

Several manufacturers have recently launched authorized generics of brand drugs. Contrary to the name, authorized generics are brand drugs. To manage Part D plan cost, we may prefer the originator brand over the authorized generic by either covering the authorized generic at a higher tier or not adding the authorized generic to the formulary.

5-tier formulary option

In 2021 we will continue to offer our 5-tier Group Performance formulary that helps optimize cost effectiveness while maintaining prescription drug access for beneficiaries. Please let me know if you are interested in receiving a quote and learning more about a potential change.

Clinical Transformation

We have redesigned and enhanced our support programs. Using advanced data and analytics, our new approach offers retirees highly personalized support and guidance to address their health concerns.

In addition to our traditional nurse-led telephonic programs, our enriched engagement programs include:

- Resources and interventions based on retiree preferences.
- Digital tools—like remote monitoring for heart failure, diabetes or blood pressure— to better support caregivers and retirees at high or emerging risk.
- Advanced approaches to manage chronic conditions, like diabetes and heart failure in a more robust and holistic way.
- Improved methods to identify and engage retirees in their health.

These changes will lead to improved clinical outcomes and reduced care costs and offer retirees an improved quality of care and life.

Digital

UnitedHealthcare continues to invest in our Medicare and Retirement member portals. Group members can access the UHC member portal as soon as they receive their member ID card (prior to plan start date). In an effort to continue to optimize our members' online digital experience, UHC has significant portal enhancements planned for 2021 and beyond that will help members manage care and utilize their plan. These include:

- New RX marketplace
- Individual Health Record Access
- Claims and EOB Enhancements
- Benefit Page Enhancements
- Cost Transparency Tools
- Integrated Virtual Visits Solution
- Premium Payment enhancement
- Mobile App enhancements

City of Cocoa
Retiree Medicare Advantage Plan
Effective Date: January 1, 2021

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

	Current		Renewal	
Summary of Benefits	**2020**		**2021**	
Plan Structure	**United Healthcare Medicare Advantage National PPO Plan**		**United Healthcare Medicare Advantage National PPO Plan**	
Network Name	**In Network**	**Out of Network**	**In Network**	**Out of Network**
Annual Deductible				
Individual	$0	$0	$0	$0
Out-of-Pocket Maximum				
Individual	$1,500		$1,500	
Physician Services				
Primary Care Physician	$10	$10	$10	$10
Specialist	$20	$20	$20	$20
Telemedicine	No Charge	No Charge	No Charge	No Charge
Preventive Services (Medicare-covered)	No Charge	No Charge	No Charge	No Charge
Immunizations (Flu, Pneumococcal, Hep B	No Charge	No Charge	No Charge	No Charge
Eye Exam (Medicare-covered)	$20	$20	$20	$20
Hearing Exam (Medicare-covered)	$20	$20	$20	$20
Dental Services (Medicare-covered)	$20	$20	$20	$20
Lab & Radiology Services				
X-ray Services	$10	$10	$10	$10
Diagnostic Radiology Service	$20	$20	$20	$20
Hospital Services				
Inpatient Hospital Stay	$250 Per Admit	$250 Per Admit	$250 Per Admit	$250 Per Admit
Outpatient Surgery	$100	$100	$100	$100
Emergency Room *(waived if admitted)*	$65	$65	$65	$65
Urgent Care	$10	$10	$10	$10
Ambulance	$50	$50	$50	$50
Inpatient Mental Health / Substance Abus	$250 Per Admit	$250 Per Admit	$250 Per Admit	$250 Per Admit
Outpatient Mental Health/Substance Abus	$10/$20	$10/$20	$10/$20	$10/$20
Other Services				
Diabetic Monitoring Supplies	No Charge	No Charge	No Charge	No Charge
Chiropractic Visit (Medicare-covered)	$20	$20	$20	$20
Durable Medical Equipment	$20	$20	$20	$20
Hearing Aid Reimbursement	$500 Allowance Every 36 months		$500 Allowance Every 36 months	**Not Covered**
Home Care Visits	No Charge	No Charge	No Charge	No Charge
Prescription Drugs $0 to Initial Coverage Limit (ICL) (Gap)	*$0 through $4,020*		*$0 through $4,130*	
Tier 1: 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)	2 X Retail	Not Covered	2 X Retail	Not Covered
ICL (Gap) to Catastrophic	*$4,020 through $6,350*		*$4,130 through $6,550*	
Tier 1: 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)	2 X Retail	Not Covered	2 X Retail	Not Covered
Catastrophic	*$6,350 and greater*		*$6,350 and greater*	
Generic	Greater of $3.40 or 5%	Not Covered	Greater of $3.70 or 5%	Not Covered
Brand Name	Greater of $8.50 or 5%	Not Covered	Greater of $9.20 or 5%	Not Covered
Non-Preferred Brand	Greater of $8.50 or 5%	Not Covered	Greater of $9.20 or 5%	Not Covered
Mail Order (90 day supply)	Greater of $8.50 or 5%	Not Covered	Greater of $9.20 or 5%	Not Covered
Net Premium 95	**$361.16**		**$369.60**	
ACA Insurer Fee	**$32.03**		**$0.00**	
Total Premium	**$393.19**		**$369.60**	
Monthly Premium	**$37,353**		**$35,112**	
Total Annual Premium	**$448,237**		**$421,344**	
Dollar Change	**-**		**-$26,893**	
% Change	**-**		**-6.0%**	

Legislation Details (With Text)

File #:	20-413	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/7/2020			**In control:**	City Council
On agenda:	7/22/2020			**Final action:**	
Title:	Cocoa Police Department District Event Statistics for the months of April and May, 2020. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Apr 2020 Council Report by District .pdf MAY 2020 Council Report by District .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 7, 2020
Agenda Date: July 22, 2020
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Michael P. Cantaloupe, Chief of Police
Requested Action:
Cocoa Police Department District Event Statistics for Council Information

BACKGROUND:

The Cocoa Police Department tracks and reports a monthly breakdown of event statistics. These reports illustrate total incidents, reports written and Patrol Checks. They also show incidents and case reports by shifts, hour of the day and the total crime that are Crime reportable. Attached are the April and May 2020 reports.

STRATEGIC PLAN CONNECTION:

Crime - Public Safety

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

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None

RECOMMENDED MOTION:

Cocoa Police Department District Event Statistics for Council Information

powered by Legistar™

Cocoa Police Department
Council Report

April 2020

Prepared by Dailaity Henson

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Incidents and Case Reports by Hour 11
Total UCR Offenses by Month – 2020 ,2019, & 2018 12

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

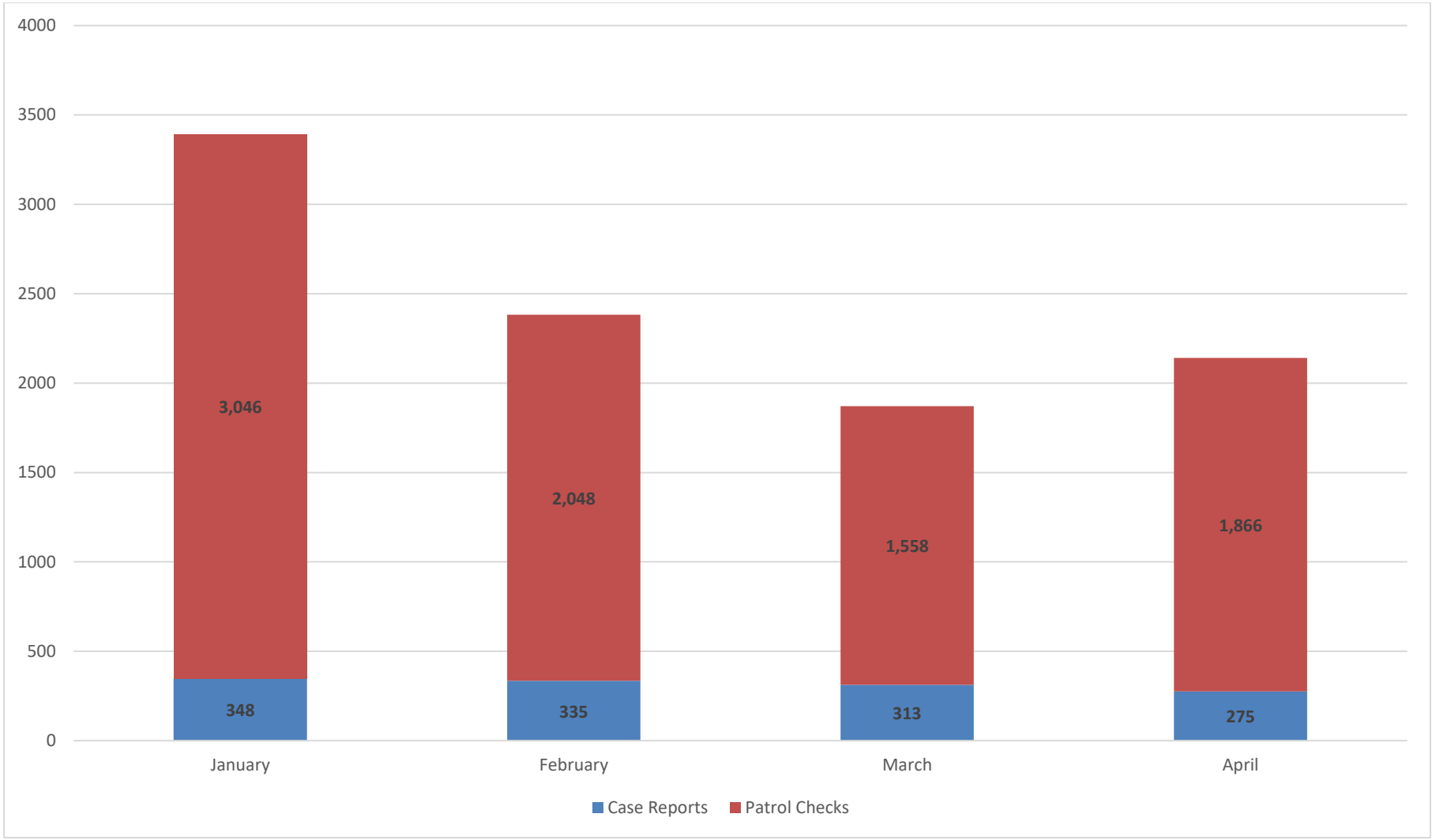
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for April 2020. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2018, 2019 and 2020.

- 2,247 incidents
- 275 Case Reports (12% of incidents)
  - 195 Criminal Case Reports (71% of all case reports)
  - 80 Non-Criminal Case Reports (29% of case reports)
  - 69 Criminal Case Reports were closed by Arrests/Capias Requests (35% of criminal case reports)
  - 4 Non-Criminal Case Reports were closed by Arrests/Capias Request (6% of non-criminal cases reports)
- 1,932 incidents were initiated by police officers
- District 2 experienced the most cases with a total of 93
- District 3 experienced the fewest cases with a total of 35
- Agg Assault/ Agg Stalking Offenses have ***decreased*** by a 14% from the previous month
- Burglary Offenses have ***decreased*** by a 38% from the previous month
- Larceny Offences have ***increased*** by 1% from the previous month
- Overall, UCR offenses have ***increased*** from the previous month by an 4%

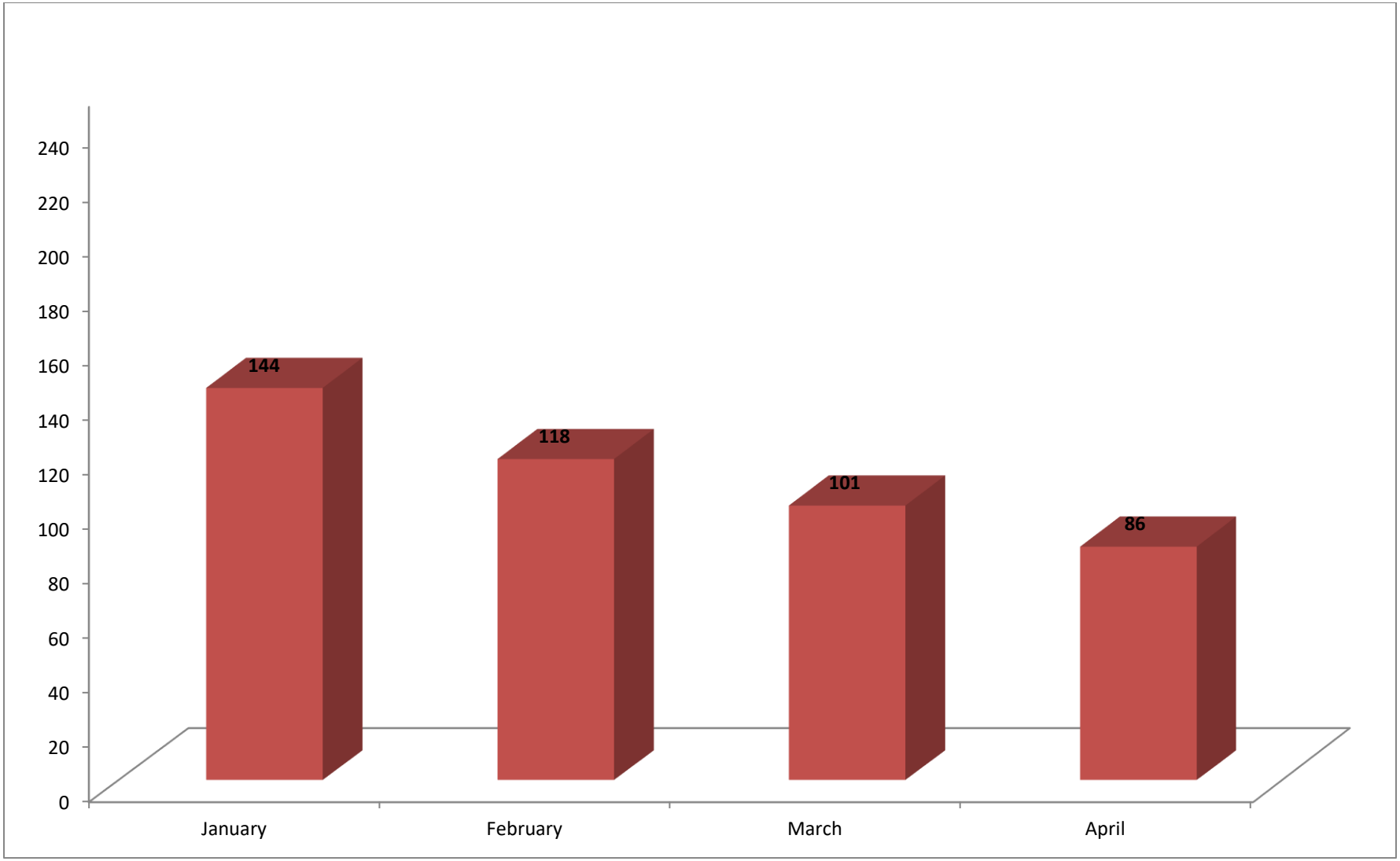
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



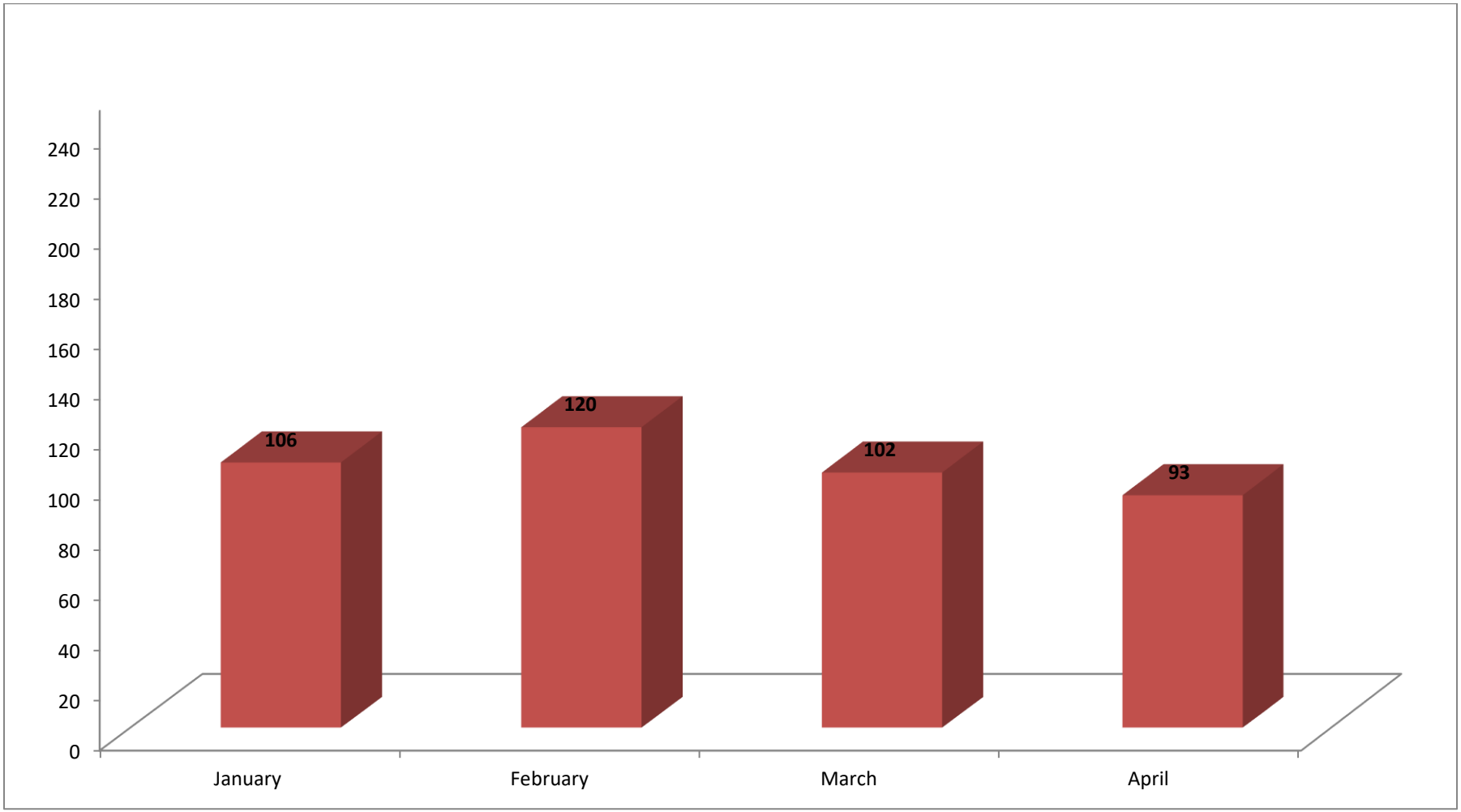
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



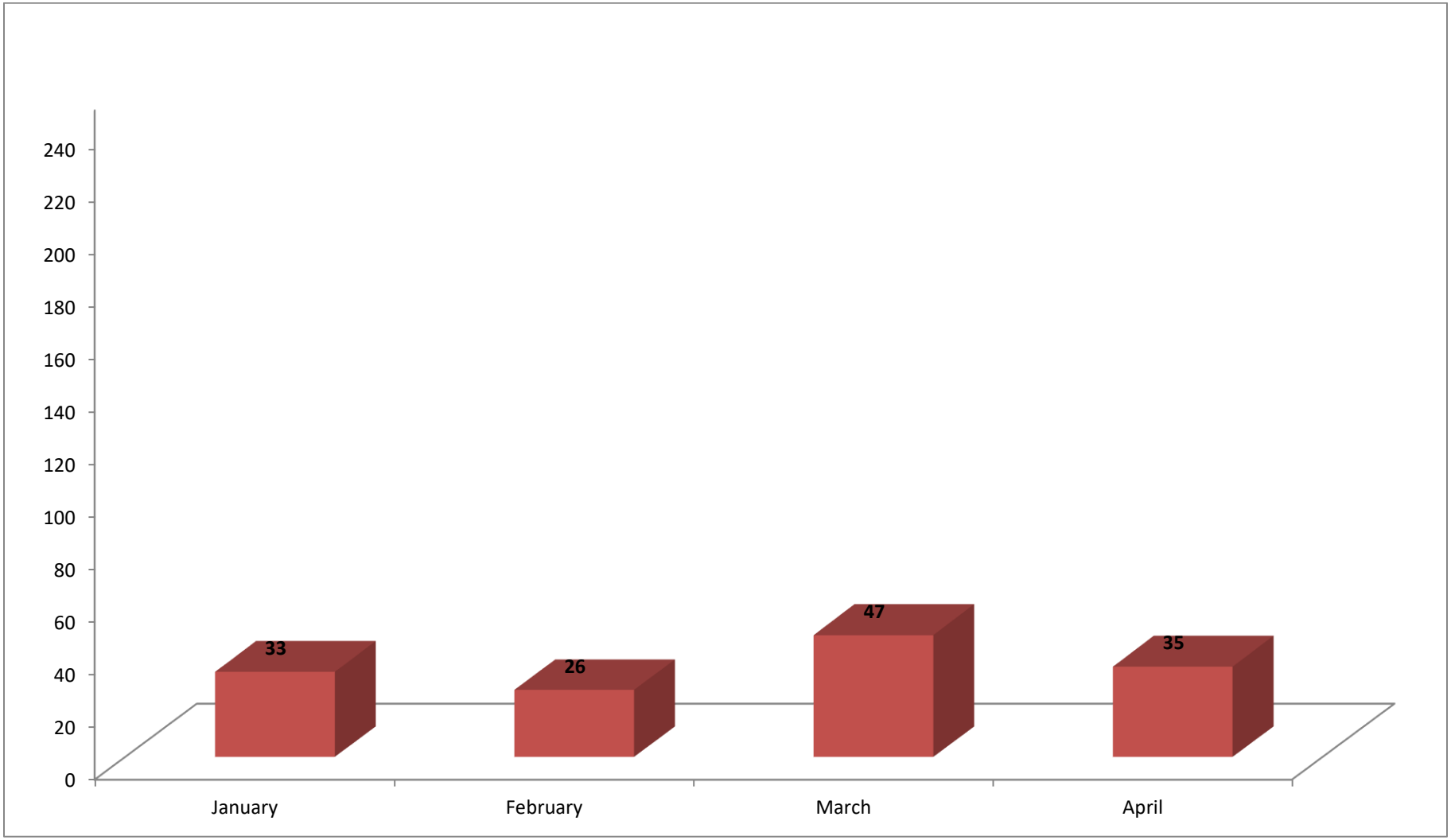
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



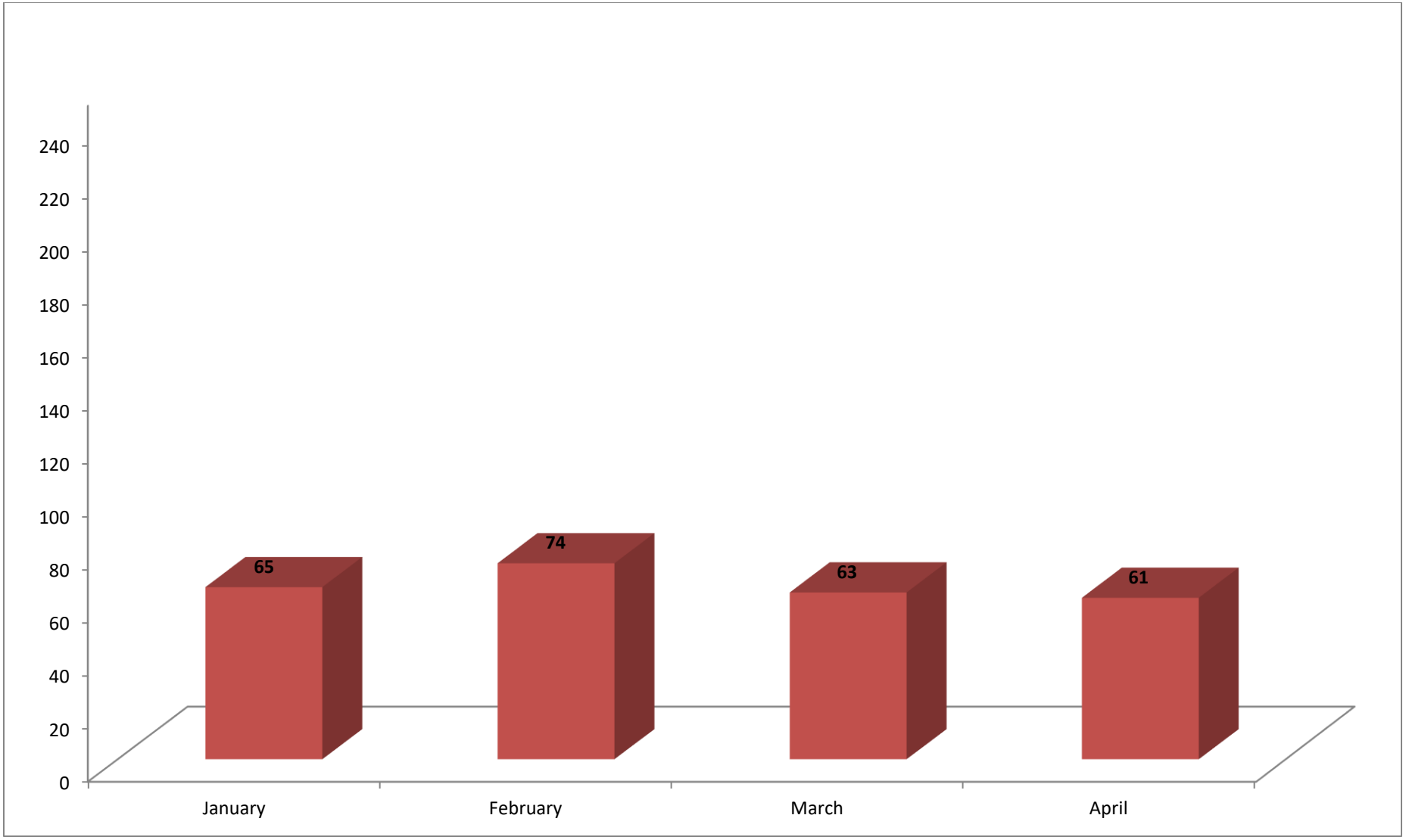
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

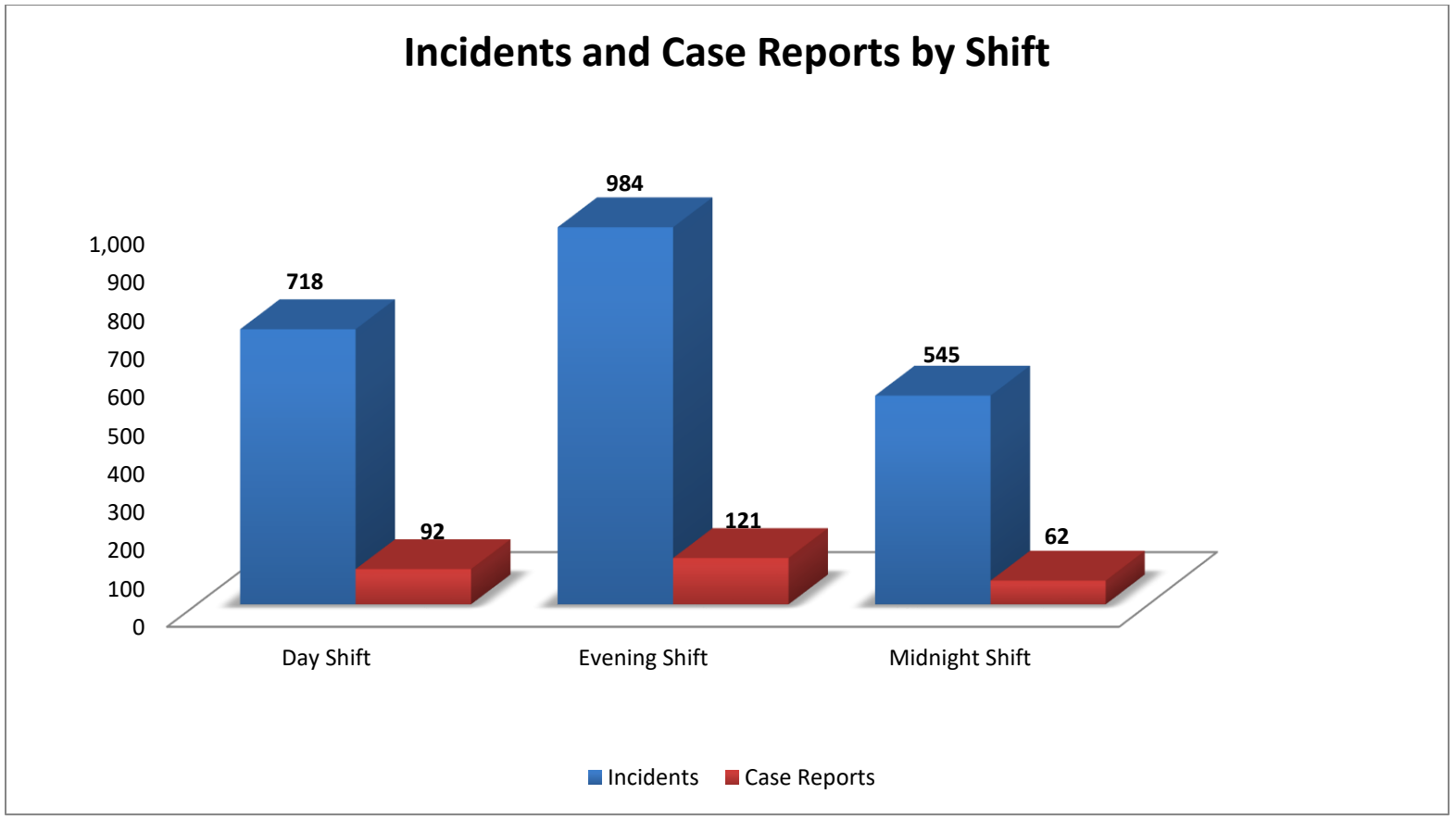
The table below illustrates the total of Incidents and Cases from April 1, 2020 thought April 30, 2020 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
1080 N. Fiske	81	13
2700 SR.524	73	19
1514 Clearlake Rd	35	7
800 N. Fiske	21	1
1010 N. Fiske Blvd	16	1
1407 Dixon Blvd	13	0
900 Friday Rd	8	2
1524 Clearlake Rd	6	0
TOTAL	**253**	**43**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.

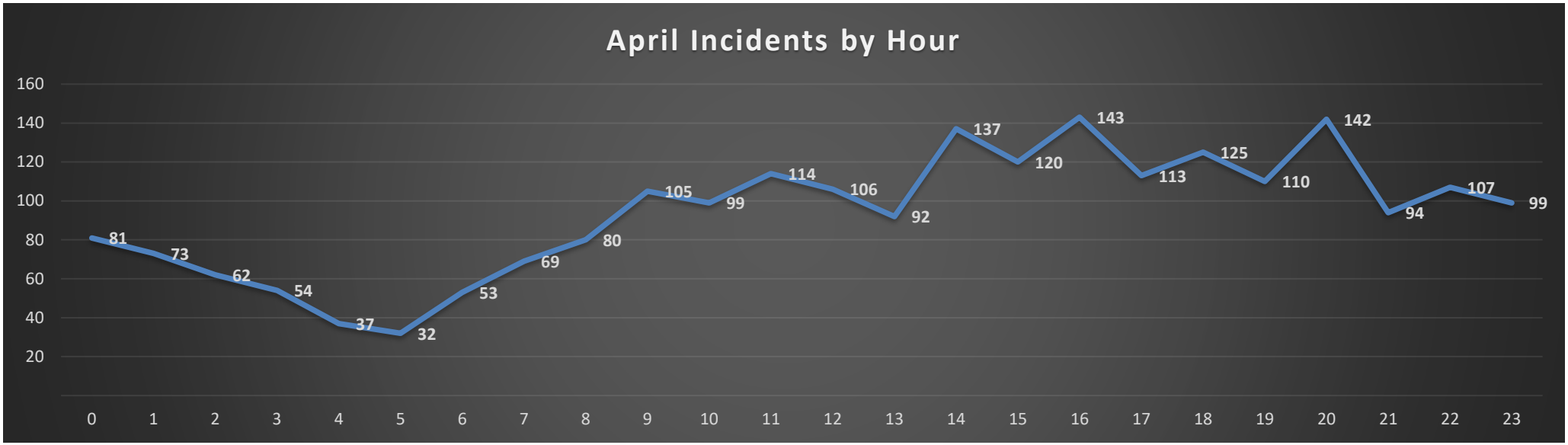


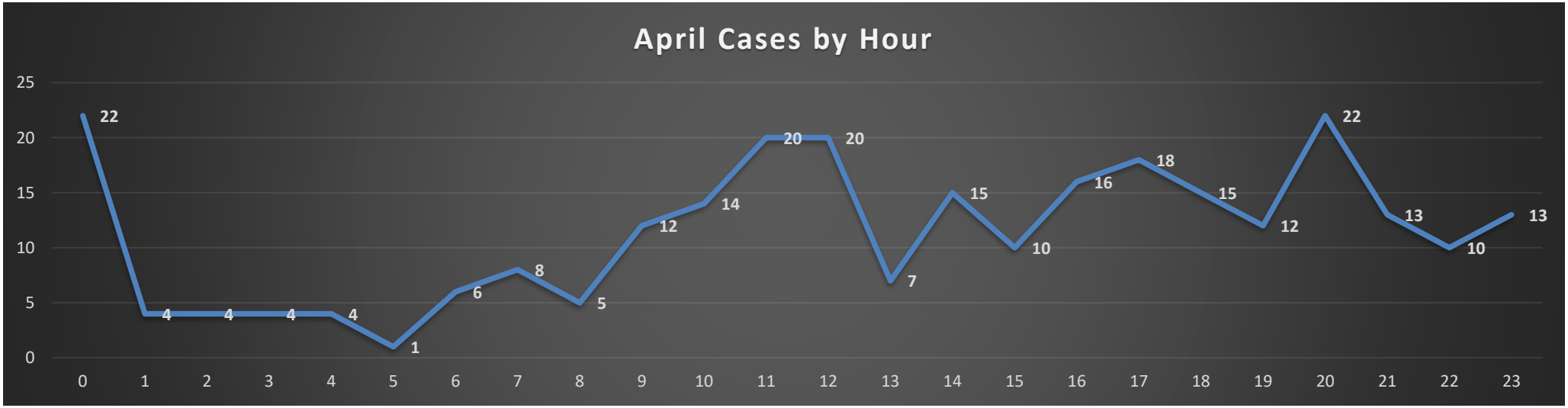
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Hour

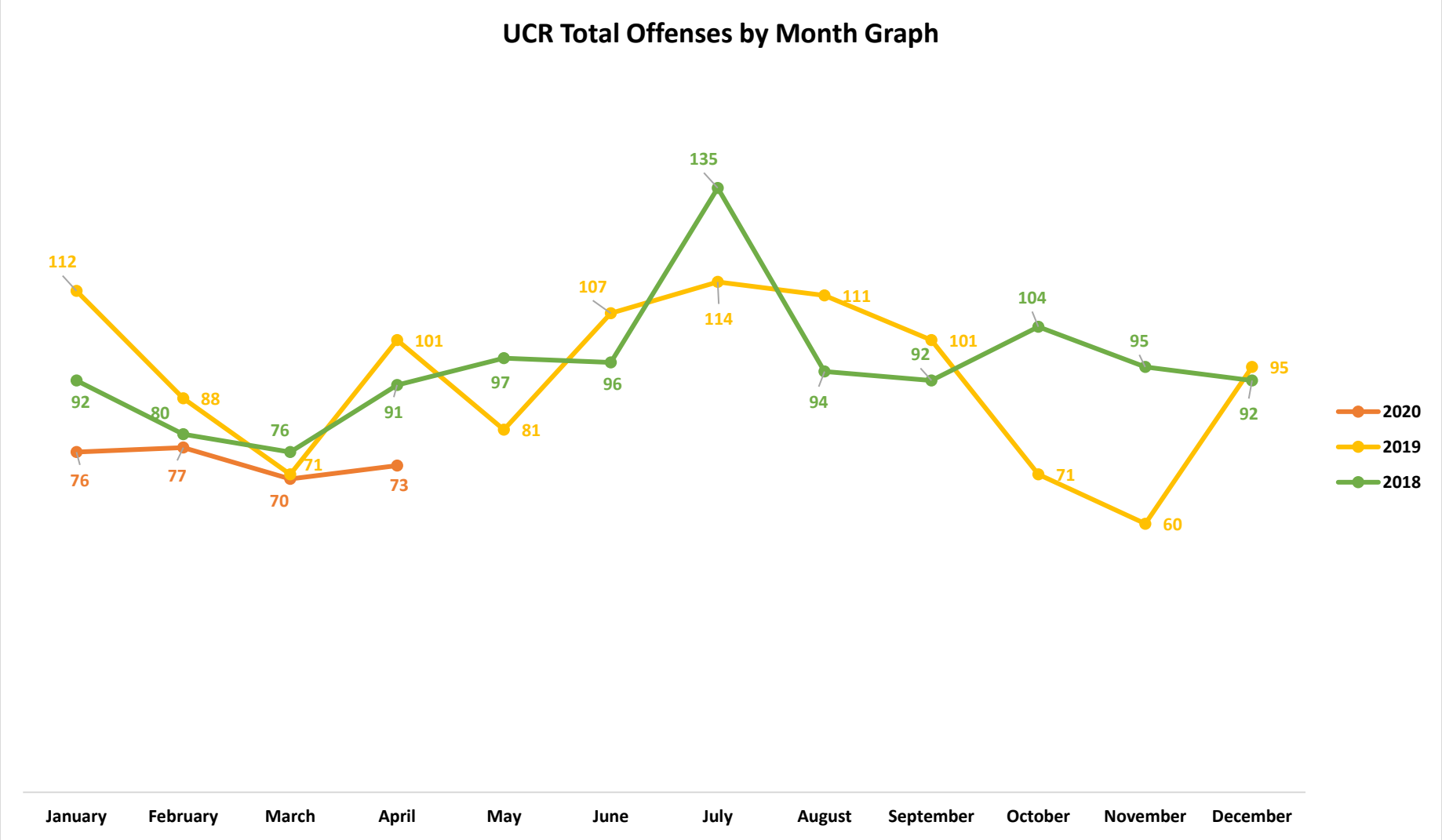
Note: The charts below illustrates incidents broken down by time of day. These totals do not reflect Patrol Checks.





Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month – 2020, 2019 & 2018



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2018 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department
Council Report

May 2020

Prepared by Dailaity Henson

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Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

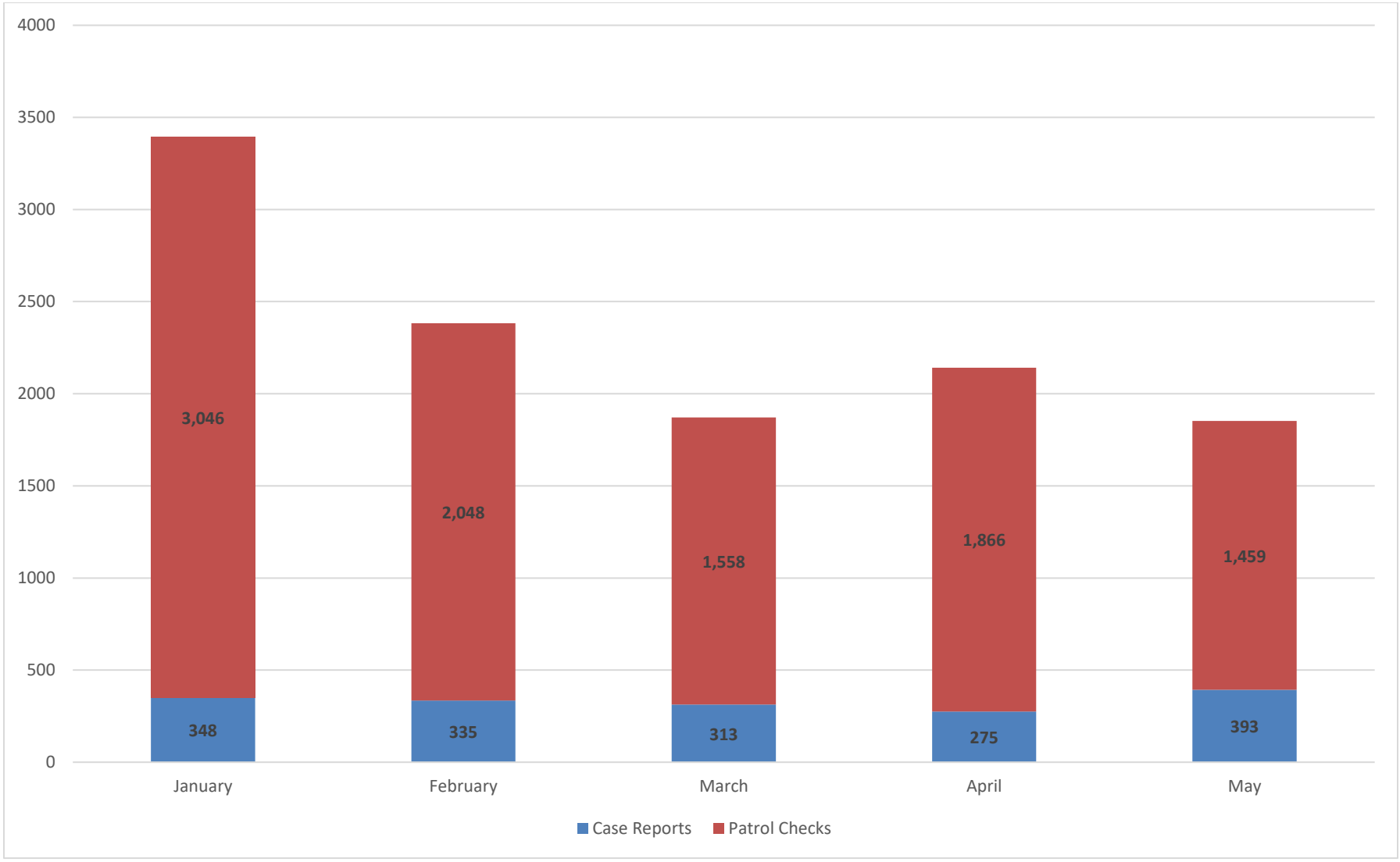
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for May 2020. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2018, 2019 and 2020.

- 2,700 incidents
- 393 Case Reports (15% of incidents)
  - 277 Criminal Case Reports (70% of all case reports)
  - 116 Non-Criminal Case Reports (30% of case reports)
  - 109 Criminal Case Reports were closed by Arrests/Capias Requests (39% of criminal case reports)
  - 9 Non-Criminal Case Reports were closed by Arrests/Capias Request (8% of non-criminal cases reports)
- 1,678 incidents were initiated by police officers
- District 1 experienced the most cases with a total of 134
- District 3 experienced the fewest cases with a total of 46
- Agg Assault/ Agg Stalking Offenses have ***increased*** by a 33% from the previous month
- Robbery Offenses have ***increased*** by a 67% from the previous month
- Larceny Offences have ***increased*** by 70% from the previous month
- Overall, UCR offenses have ***increased*** from the previous month by an 68%

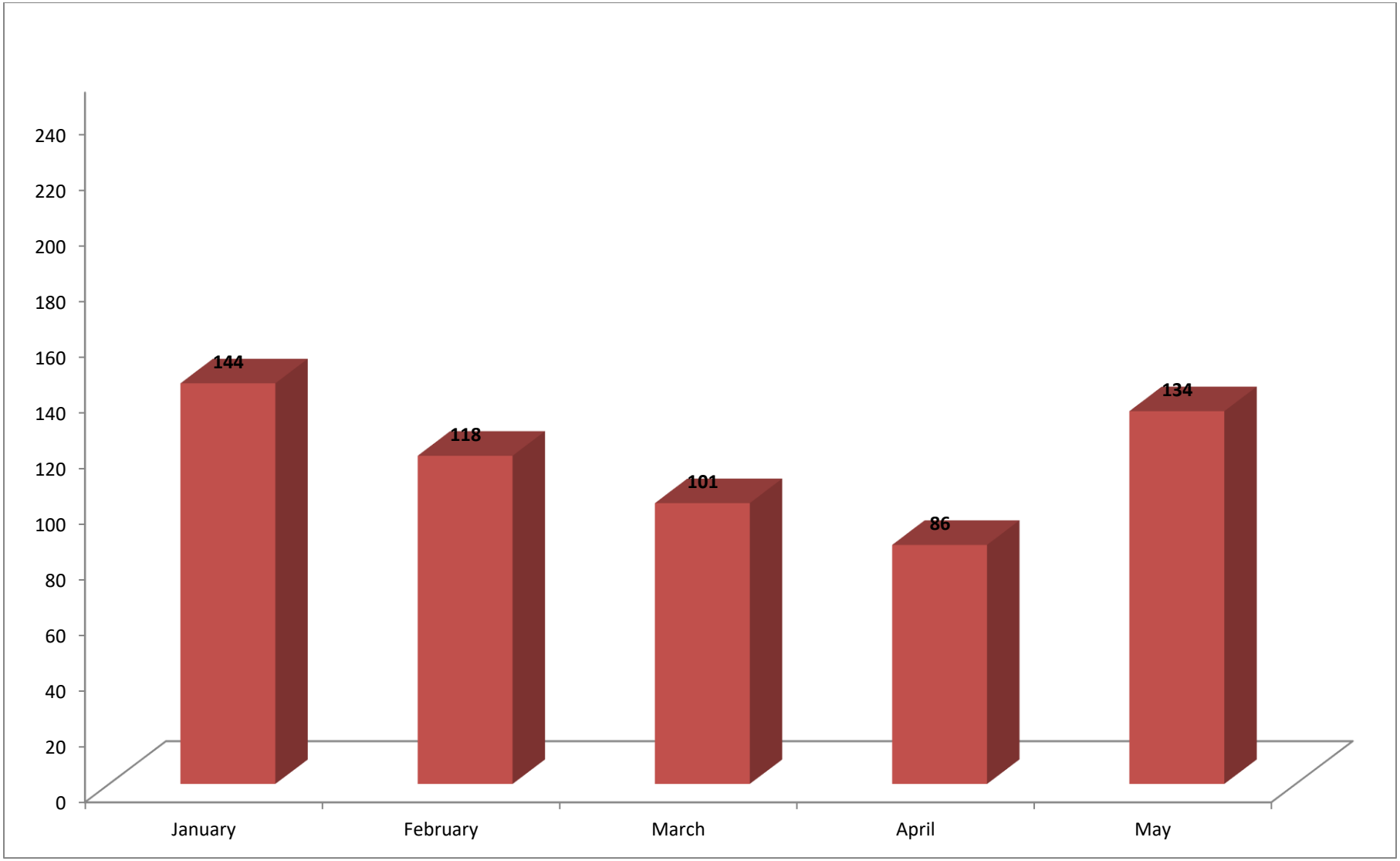
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



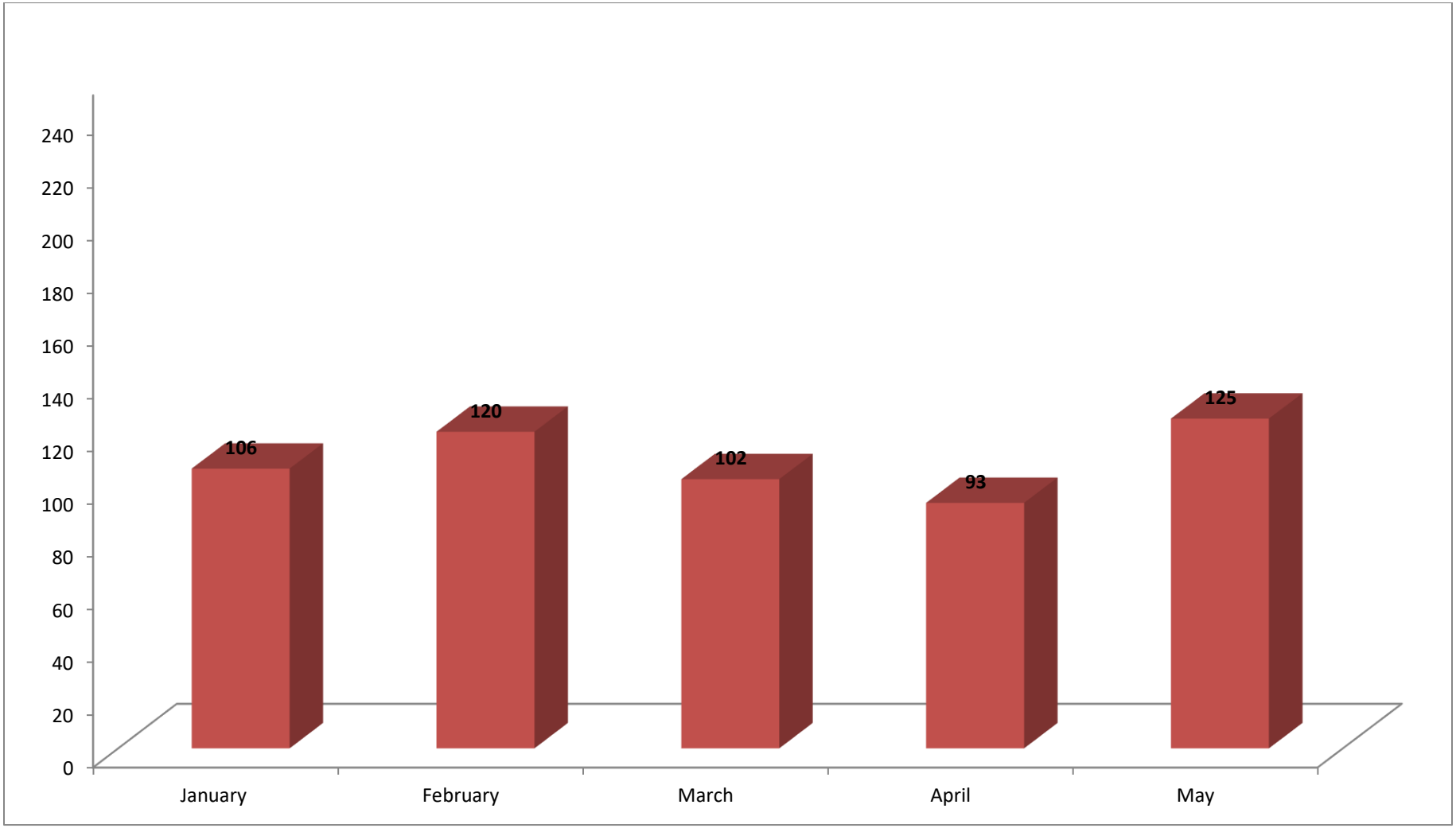
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



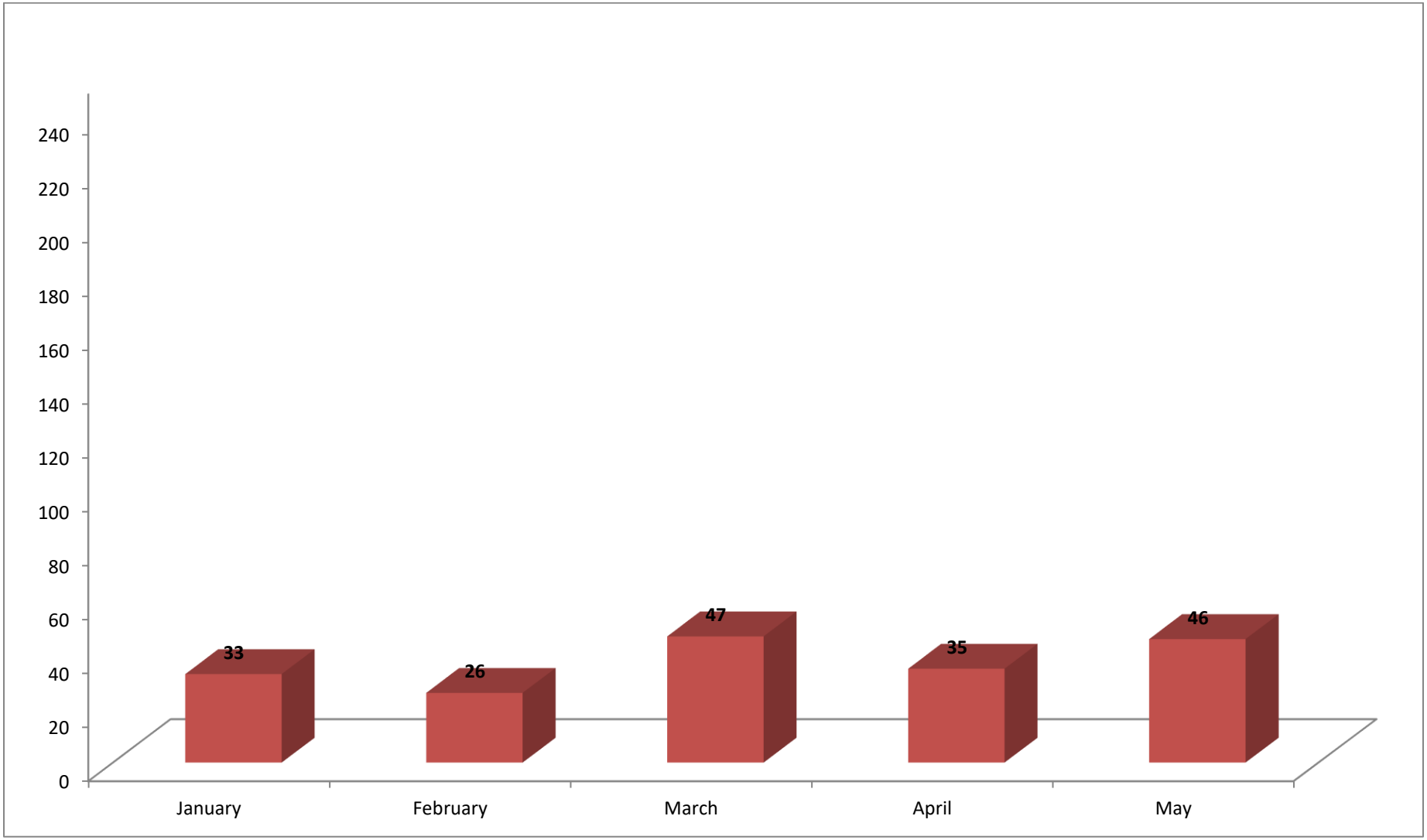
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



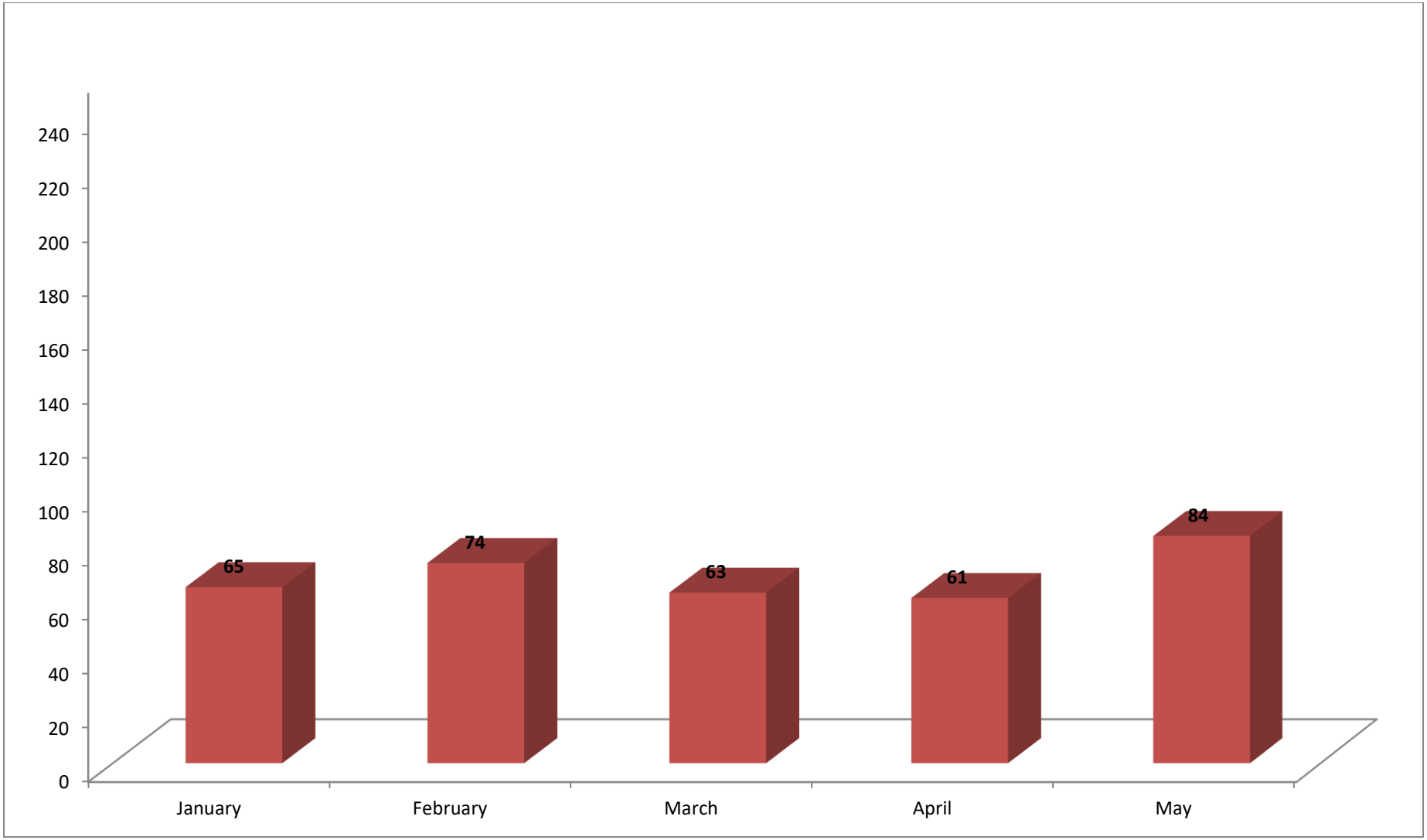
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

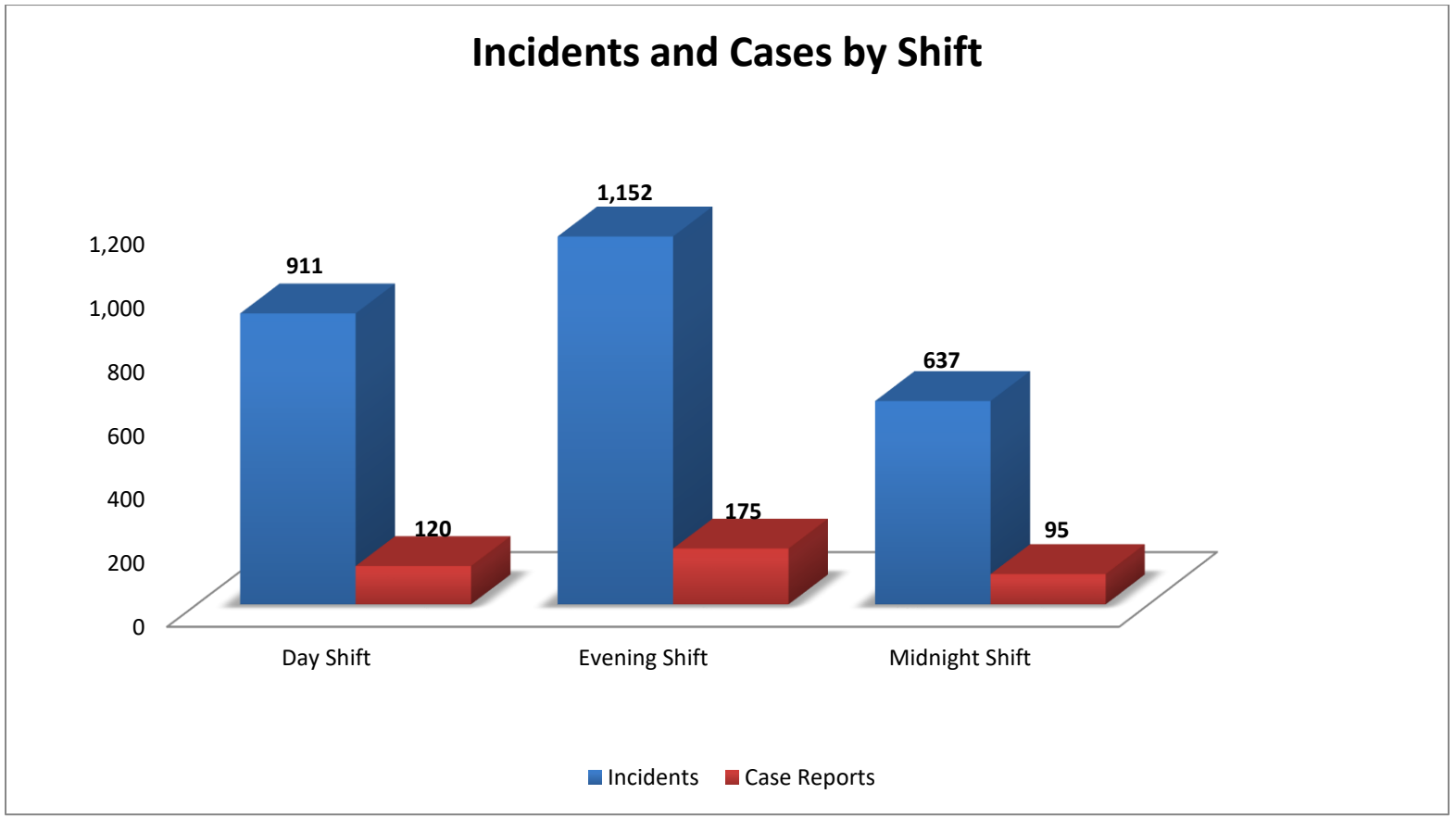
The table below illustrates the total of Incidents and Cases from May 1, 2020 thought May 31, 2020 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	145	38
1080 N. Fiske	79	12
1514 Clearlake Rd	37	7
900 Friday Rd	33	4
1407 Dixon Blvd	30	11
800 N. Fiske	27	6
1010 N. Fiske Blvd	20	2
1524 Clearlake Rd	7	1
TOTAL	**378**	**81**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.



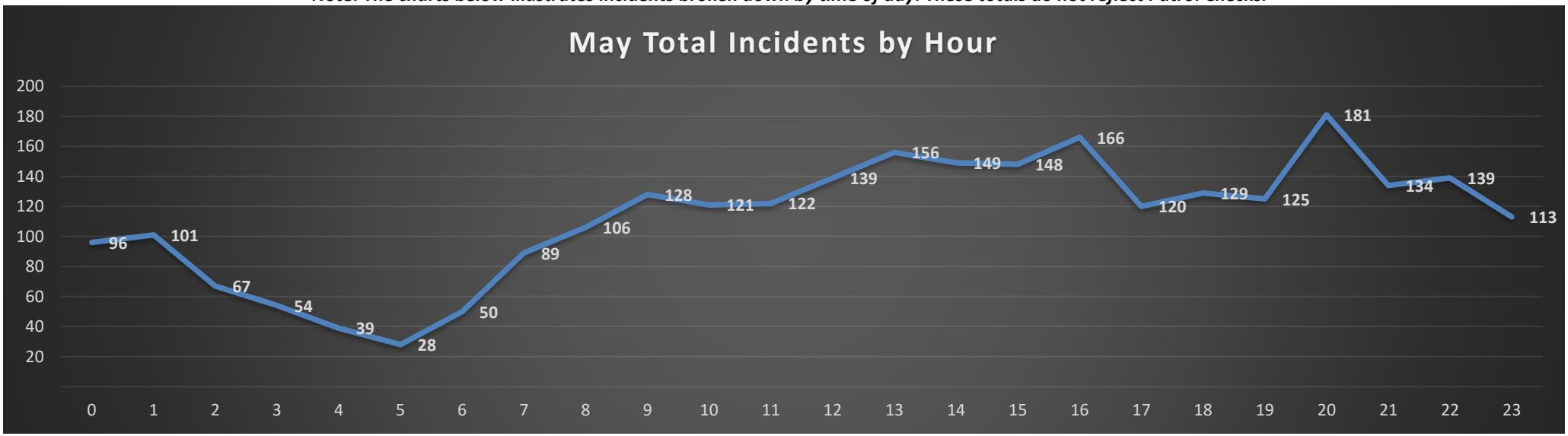
NOTE: The totals in the graph above do not include Patrol Checks.

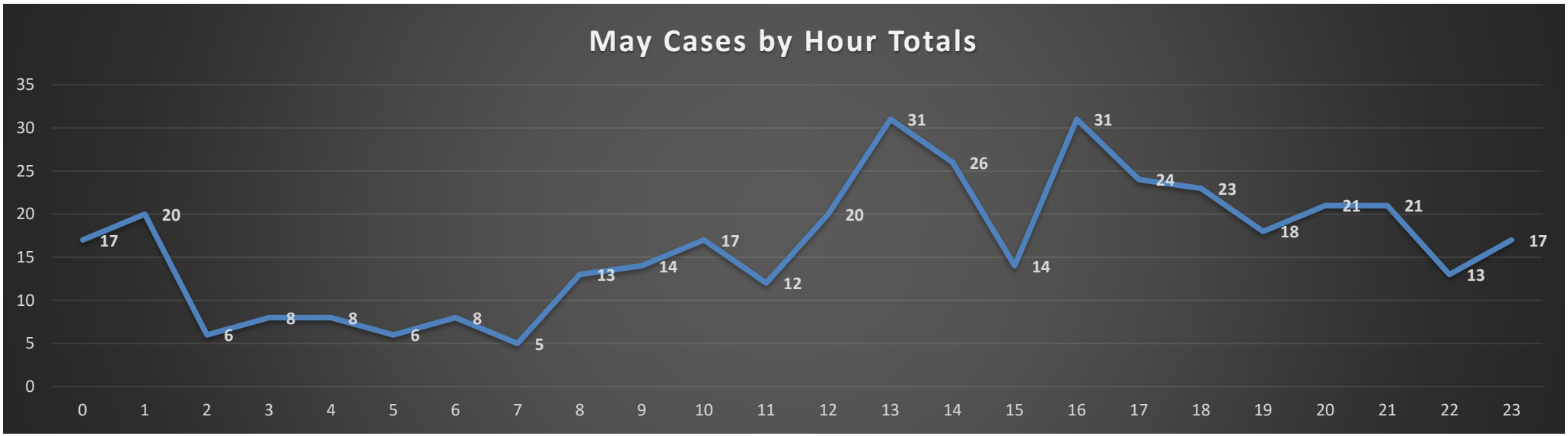
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department
May 2020 Council Report

Incidents and Case Reports by Hour

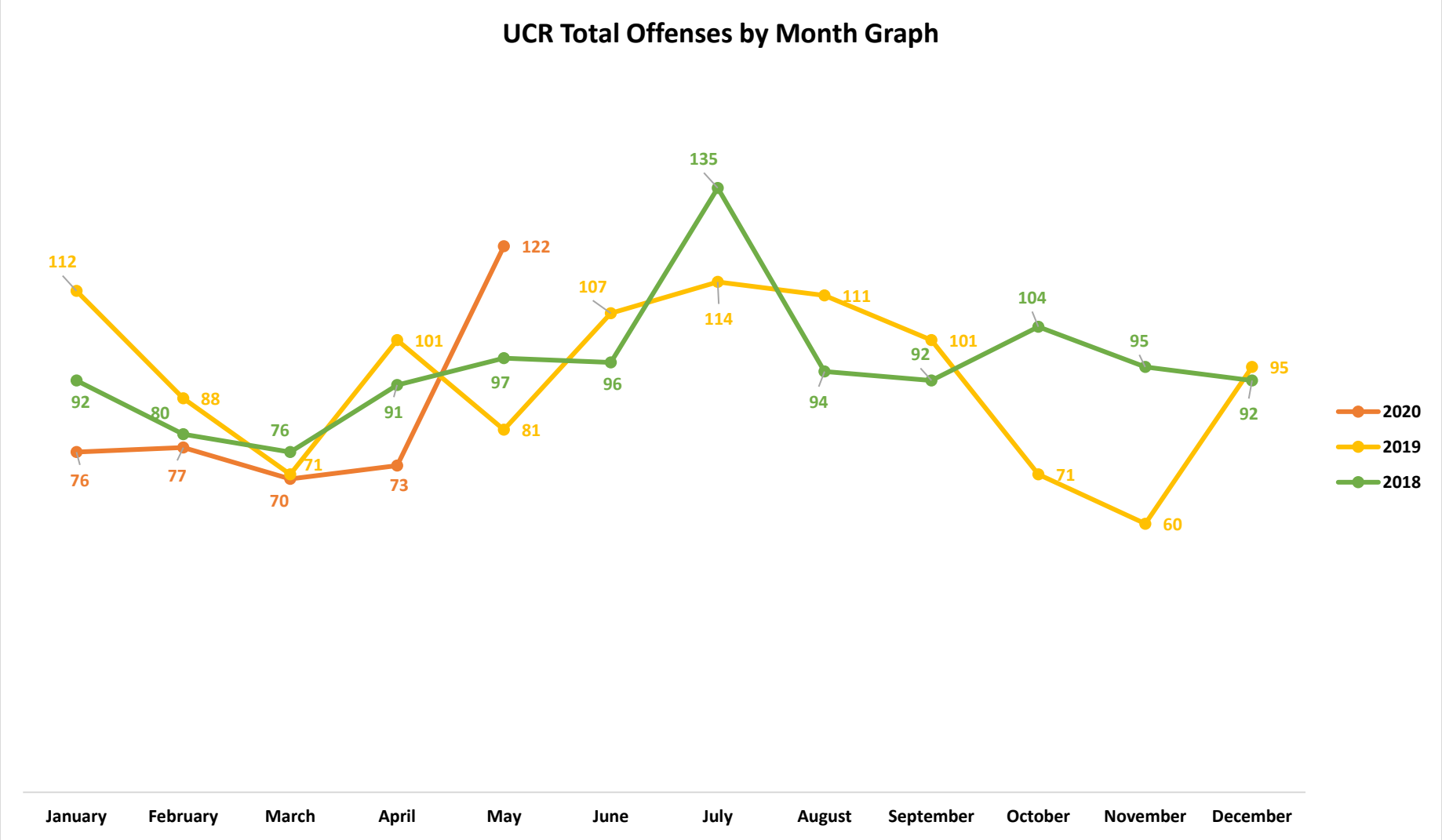
Note: The charts below illustrates incidents broken down by time of day. These totals do not reflect Patrol Checks.





Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month – 2020, 2019 & 2018



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2018 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Legislation Details (With Text)

File #:	20-417	**Version:**	1	**Name:**	June, 2020 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/8/2020			**In control:**	City Council
On agenda:	7/22/2020			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 06/30/2020. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthly Report to City Council 10.01.19 thru 06.30.20.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	July 8, 2020
Agenda Date:	July 22, 2020
Prepared By:	Diane Kozlak, Senior Buyer and Contracts Agent
Through:	Heath Hancher, Purchasing Manager

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 06/30/2020**.**

BACKGROUND:

The following reports for the period October 01, 2019 through June 30, 2020 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.

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Purchase Order Approvals 10-01-19 thru 06-30-20

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 27

City Manager = 17

City of Cocoa CRA Board = 0

City Council = 10

Purchase Order Approvals 10-01-19 thru 06-30-20
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
75274	10/9/2019	Alan Jay Chevrolet Oldsmobile	$ 36,196.00	10/9/2019	Matthew J. Fuhrer (Acting)
75276	10/9/2019	Trane (Maitland)	$ 46,986.00	10/9/2019	Matthew J. Fuhrer (Acting)
75279	10/9/2019	S & L Materials, Inc.	$ 35,000.00	10/9/2019	Matthew J. Fuhrer (Acting)
75373	10/11/2019	Ring Power Corporation-Palm Bay	$ 42,589.00	10/11/2019	John A. Titkanich, Jr. AICP
75430	10/18/2019	Core & Main LP	$ 45,154.90	10/15/2019	John A. Titkanich, Jr. AICP
75461	10/18/2019	Brev. Cty. Emergency Management	$ 38,012.00	10/15/2019	John A. Titkanich, Jr. AICP
75636	11/13/2019	H&H Liquid Sludge Disposal	$ 47,000.00	11/12/2019	John A. Titkanich, Jr. AICP
75640	11/13/2019	Verizon Wireless	$ 41,280.00	11/13/2019	Matthew J. Fuhrer (Acting)
75659	11/15/2019	Garganese, Weiss, D'Agresta	$ 35,000.00	11/15/2019	Matthew J. Fuhrer (Acting)
75876	12/23/2019	G4S Secure Solutions (USA) Inc.	$ 37,268.40	12/20/2019	John A. Titkanich, Jr. AICP
76119	2/20/2020	DMD Consultants Inc.	$ 49,984.00	2/19/2020	John A. Titkanich, Jr. AICP
76336	4/2/2020	Stantec Consulting Services	$ 39,666.00	3/27/2020	Matthew J. Fuhrer (Interim CM)
76452	4/27/2020	Danella Construction Corp.	$ 45,896.54	4/21/2020	Matthew J. Fuhrer (Interim CM)
76475	5/5/2020	Vortex Services, LLC	$ 49,998.00	5/5/2020	Matthew J. Fuhrer (Interim CM)
76494	5/11/2020	Cummins Sales & Service	$ 35,365.62	5/11/2020	Matthew J. Fuhrer (Interim CM)
76588	6/9/2020	Empire Computing & Consulting	$ 46,337.30	6/4/2020	Matthew J. Fuhrer (Interim CM)
76691	6/26/2020	Carollo Engineers, Inc.	$ 49,858.64	6/25/2020	Matthew J. Fuhrer (Interim CM)

17 **Purchase Order Approved by City Manager**

Purchase Order Approvals 10-01-19 thru 06-30-20
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Purchase Order Approvals 10-01-19 thru 06-30-20
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
75230	10/8/2019	Flowers Chemical Laboratories	$ 44,712.00	9/25/2018	City Council
75254	10/9/2019	Industrial Chemicals Inc.	$ 35,200.00	9/11/2019	City Council
75284	10/9/2019	Axon Enterprises, Inc.	$ 49,902.00	10/24/2017	City Council
75364	10/11/2019	FL. Dept. of Corrections	$ 43,122.75	12/12/2017	City Council
75370	10/11/2019	Brev. Cty. Bd. Of Cty. Comm.	$ 50,000.00	10/25/2016	City Council
75379	10/11/2019	United Self Insured Services	$ 50,000.00	8/22/2017	City Council
75495	10/25/2019	Glover Oil Company	$ 35,775.00	12/12/2017	City Council
75571	11/1/2019	Alan Jay Chevrolet Oldsmobile	$ 46,860.00	10/23/2019	City Council
75642	11/13/2019	Lisa Cullen Tax Collector-Titusville	$ 36,960.00	4/24/2018	City Council
75780	12/9/2019	University of Central Florida	$ 50,000.00	10/9/2019	City Council

10 **Purchase Order Approved by City Council**

Prepared by Purchasing 7/1/2020

Legislation Details (With Text)

File #:	20-423	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/10/2020			**In control:**	City Council
On agenda:	7/22/2020			**Final action:**	
Title:	FY 2020 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	June FY 2020 EXPENSE Budget Tracking Worksheet.pdf June FY 2020 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 10, 2020
Agenda Date: July 22, 2020
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2020 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 2020 thru June 30, 2020.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2020 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 6/30/2020

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
02/14/20	001-1000-511.40-00	(50)	FL LOC BUDGET NEEDED		1867
	001-1000-511.54-00	50			
1	Budget Amendments/Transfers		Division 1000 Total	$0	
1100 - CITY MANAGER'S OFFICE					
12/30/19	001-1100-512.41-00	433	CITY MANAGER'S AIR CARD WAS NOT BUDGETED		1207
02/14/20	001-1100-512.49-00	(168)	ADOBE CLOUD RENEWAL CM OFFICE		1867
	001-1100-512.54-00	168			
02/26/20	001-1100-512.48-00	(15,000)	Survey for StrategicPlan Resolution 2020-121		2039
	001-1100-512.31-00	20,000			
04/08/20	001-1100-512.24-00	297	PAYOUTS-CM TERM 2020-130		2578
	001-1100-512.21-00	8,831			
	001-1100-512.22-03	10,130			
	001-1100-512.22-00	11,659			
	001-1100-512.12-00	72,559			
	001-1100-512.12-12	133,557			
04/22/20	001-1100-512.40-00	3,500	CM RECRUITMENT BUDGET R 2020-139		2738
	001-1100-512.31-00	17,500			
05/27/20	001-1100-512.55-00	(3,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF		3267
6	Budget Amendments/Transfers		Division 1100 Total	$260,466	
1103 - INFORMATION TECHNOLOGY					
11/22/19	001-1103-516.64-15	27,402	PO 74683 / EMPIRE COMP FY20 PO ROLLOVER		722
	001-1103-516.42-00	125	PO 75059 / GRANICUS FY20 PO ROLLOVER		722
	001-1103-516.52-00	4,375			
	001-1103-516.46-00	9,100	PO 75119 / CDW GOV INC FY20 PO ROLLOVER		722
	001-1103-516.52-00	21,079	PO 75131 / KRONOS FY20 PO ROLLOVER		722
12/30/19	001-1103-516.41-00	(433)	CITY MANAGER'S AIR CARD WAS NOT BUDGETED		1207
03/17/20	001-1103-516.63-00	(60,000)	Assign AB Project Numbers		2283
	001-1103-516.64-15	(60,000)			
	001-1103-516.63-00	60,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/20	001-1103-516.64-15	60,000	Assign AB Project Numbers		2283
05/11/20	001-1103-516.31-00	(232)	CORR AT&T BILL ERROR		2962
	001-1103-516.41-00	232			
05/27/20	001-1103-516.31-00	(59,945)	PRCHSE DATRIUM DATA NODES		3269
	001-1103-516.56-15	18,076			
	001-1103-516.64-15	41,869			
06/01/20	001-1103-516.64-15	(37,091)	COVID - CITY WIFI UPGRADE		3303
	001-1103-516.46-00	(9,248)			
06/10/20	001-1103-516.31-00	(65,000)	CH AND PD SERVER REPLACE		3349
	001-1103-516.46-00	5,478			
	001-1103-516.52-00	15,252			
	001-1103-516.64-15	44,270			
10	Budget Amendments/Transfers		Division 1103 Total	$15,309	
1190 - LEISURE SERVICES					
12/30/19	001-1190-574.34-00	(500)	PUMPKINS - 2019 FALL FEST		1207
	001-1190-574.48-00	500			
1	Budget Amendments/Transfers		Division 1190 Total	$0	
1500 - FINANCE GENERAL ACCOUNTNG					
05/27/20	001-1500-513.40-00	(1,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF		3267
	001-1500-513.55-00	(1,000)			
1	Budget Amendments/Transfers		Division 1500 Total	($2,000)	
1505 - PURCHASING					
05/27/20	001-1505-513.40-00	(1,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF		3267
1	Budget Amendments/Transfers		Division 1505 Total	($1,000)	
1510 - FINANCE UTILITY ACCOUNTNG					
03/17/20	001-1510-536.64-15	(41,127)	Assign AB Project Numbers		2283
	001-1510-536.64-15	41,127			
1	Budget Amendments/Transfers		Division 1510 Total	$0	
1600 - GENERAL OPERATIONS					
11/13/19	001-1600-513.39-00	(11,983)	ADD POLICE HYBRID PWR TRN TO 6 NEW PD INTERCEPTORS		635
11/22/19	001-1600-513.31-00	5,775	PO 73903 / INTEGRITY PUB FY20 PO ROLLOVER		722
	001-1600-513.31-00	2,840	PO 75129 / SUPERION LLC FY20 PO ROLLOVER		722
12/11/19	001-1600-513.39-00	(47,000)	LABOR GRIEVIANCE SETTLMNT AGENDA 19-611 12/11/19		1098
	001-1600-513.49-00	47,000			
	001-1600-513.39-00	(19,937)	SEC 108 LOAN SUBSIDY FEE JOE LEE SMITH CTR CONST		1106
	001-1600-581.91-08	19,937			
12/30/19	001-1600-513.49-00	(1,760)	MR INVOICE CHANGE "TOTAL DUE" WHEN PRINTED		1207
	001-1600-513.34-00	1,760			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/09/20	001-1600-513.31-00	(1,500)	ADD FNDS FOR FLEET MAINT NOT BUDGTD		1349
	001-1600-513.46-03	1,500			
	001-1600-513.31-01	(435,973)	CORR ACCT # FOR LEGAL EXPENSES / CITY ATTORNEY		1347
	001-1600-514.31-01	435,973			
	001-1600-513.23-00	(441,812)	CORR ACCT # FOR RETIREE INSURANCE		1348
	001-1600-513.23-02	441,812			
01/24/20	001-1600-513.39-00	(5,969)	ADD FNDS ARBITRAGE PO 75815 / INTEGRITY FIN		1554
	001-1600-513.31-00	2,494			
	001-1600-513.31-00	3,475			
	001-1600-513.31-00	(2,840)	CORR ACCT # FOR PO 75129 SUPERION / PO TEMPLATE		1553
	001-1600-513.34-00	2,840			
	001-1600-513.39-00	(1,865)	CORR NEG BAL IN ACCT FROM BA20-013T / PO 75968		1553
	001-1600-513.49-00	1,865			
	001-1600-513.39-00	(40,000)	FULL COST OF FY 19 AUDIT		1555
	001-1600-513.32-00	40,000	FULL COST OF FY19 AUDIT		1555
02/14/20	001-1600-513.31-00	(4,000)	COVER COST OF AEDU BREAKFAST		1867
02/26/20	001-1600-513.31-00	(5,000)	Survey for StrategicPlan Resolution 2020-121		2039
03/17/20	001-1600-513.31-33	(188,528)	Assign AB Project Numbers		2283
	001-1600-513.52-33	(95,760)			
	001-1600-513.48-00	(900)			
	001-1600-513.48-00	900			
	001-1600-513.52-33	95,760			
	001-1600-513.31-33	188,528			
04/01/20	001-1600-581.91-30	191,171	SEAWALL TIEBACKS RVRFRNT		2476
04/22/20	001-1600-513.39-00	(21,000)	CM RECRUITMENT BUDGET R 2020-139		2738
05/27/20	001-1600-513.31-00	(15,000)	COVID / CITY MANAGEMENT RETREAT CANCELLED		3270
	001-1600-513.31-00	(50,000)	COVID / IT SECURITY STUDY CANCELLED		3270
	001-1600-513.13-00	(7,875)	COVID / SUMMER YOUTH PROGRAM CANCELLED		3270
	001-1600-513.21-00	(605)			
	001-1600-513.24-00	(310)			
06/10/20	001-1600-513.39-00	(52,000)	GEOTECH SVCS / BLDG OFF		3350
23 Budget Amendments/Transfers			Division 1600 Total	$32,013	
1601 - EMERGENCY/DISASTER SVS					
11/22/19	001-1601-525.34-00	32,000	PO 73904 / EAST C FL PLAN FY20 PO ROLLOVER		722
06/01/20	001-1601-525.46-00	2,682	COVID - CITY WIFI UPGRADE		3303
	001-1601-525.56-15	5,965			
	001-1601-525.56-15	37,692			
06/10/20	001-1601-525.34-00	46,410	COVID / INCREASED MOWING COST / NO INMATE CREWS		3351
3 Budget Amendments/Transfers			Division 1601 Total	$124,749	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1801 - HUMAN RESOURCES					
05/27/20	001-1801-513.13-00	(2,400)	COVID / HR INTERN POSITION FROZEN		3270
	001-1801-513.21-00	(184)			
	001-1801-513.24-00	(5)			
1	Budget Amendments/Transfers			Division 1801 Total ($2,589)	
2100 - POLICE ADMIN/OPERATIONS					
10/09/19	001-2100-521.31-00	50,000	BA #20-001-A - PLANNING SVCS FOR COCOA PD		238
10/23/19	001-2100-521.52-11	22,166	BA #02-002-A - ACCEPT JAG GRANT FOR PD FOR FY20		312
	001-2100-521.52-12	10,507	BA #02-003-A - ACCEPT BVP GRANT FOR PD FOR FY20		312
	001-2100-521.52-00	(12,951)	BA #20-004-P - MOVE GRANT MATCH BUDGET TO NEW ACCT		313
	001-2100-521.52-00	15,389			
11/13/19	001-2100-521.64-00	11,983	ADD POLICE HYBRID PWR TRN TO 6 NEW PD INTERCEPTORS		635
11/22/19	001-2100-521.42-00	25	PO 74134 / ONE BEAT CPR FY20 PO ROLLOVER		722
	001-2100-521.52-00	7,700			
	001-2100-521.64-00	6,164	PO 74411 / DANA SAFETY FY20 PO ROLLOVER		722
12/30/19	001-2100-521.52-00	(15,389)	CORR BAF 20-004 CORR ACCT #		1207
	001-2100-521.52-12	15,389			
01/09/20	001-2100-521.46-00	(933)	JAG GRANT COSTS INCREASED PO 75782 / EMPIRE COMP		1349
	001-2100-521.52-11	933			
	001-2100-521.56-15	(3,000)	VOCA GRANT / CORR PROJ # FOR FY20 GRANT MATCH		1345
	001-2100-521.52-00	(2,926)			
	001-2100-521.51-00	(2,000)			
	001-2100-521.41-00	(1,580)			
	001-2100-521.47-00	(1,157)			
	001-2100-521.47-00	1,157			
	001-2100-521.41-00	1,580			
	001-2100-521.51-00	2,000			
	001-2100-521.52-13	2,926			
	001-2100-521.56-15	3,000			
02/14/20	001-2100-521.46-00	(54)	SHIPPING CHARGES PO 75808 JAG GRANT		1867
	001-2100-521.52-11	54			
03/09/20	001-2100-521.12-00	(41,431)	ADD FNDS TO MEET BDGTD PAYROLL TOTALS FY20		2153
	001-2100-521.46-00	(2,507)			
	001-2100-521.49-00	2,507			
03/17/20	001-2100-521.64-00	(255,774)	Assign AB Project Numbers		2283
	001-2100-521.44-00	(54,222)			
	001-2100-521.56-15	(54,100)			
	001-2100-521.64-00	(39,973)			
	001-2100-521.52-00	(33,087)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/20	001-2100-521.34-00	(28,625)	Assign AB Project Numbers	2283
	001-2100-521.52-00	(26,150)		
	001-2100-521.52-00	(20,714)		
	001-2100-521.49-21	(20,000)		
	001-2100-521.56-15	(15,050)		
	001-2100-521.52-00	(12,951)		
	001-2100-521.52-00	(12,500)		
	001-2100-521.44-00	(11,670)		
	001-2100-521.44-00	(11,520)		
	001-2100-521.52-00	(10,265)		
	001-2100-521.52-00	(10,254)		
	001-2100-521.52-00	(10,128)		
	001-2100-521.44-00	(7,500)		
	001-2100-521.52-00	(7,443)		
	001-2100-521.52-00	(7,172)		
	001-2100-521.46-00	(5,224)		
	001-2100-521.64-15	(5,000)		
	001-2100-521.52-00	(4,700)		
	001-2100-521.52-00	(4,605)		
	001-2100-521.46-00	(4,400)		
	001-2100-521.46-00	(4,300)		
	001-2100-521.52-00	(4,000)		
	001-2100-521.40-00	(3,987)		
	001-2100-521.52-00	(3,601)		
	001-2100-521.56-15	(3,000)		
	001-2100-521.52-00	(2,926)		
	001-2100-521.54-00	(2,610)		
	001-2100-521.52-00	(2,423)		
	001-2100-521.52-00	(2,361)		
	001-2100-521.55-00	(2,325)		
	001-2100-521.52-00	(2,249)		
	001-2100-521.55-00	(2,215)		
	001-2100-521.51-00	(2,000)		
	001-2100-521.41-00	(1,920)		
	001-2100-521.54-00	(1,902)		
	001-2100-521.55-00	(1,890)		
	001-2100-521.40-00	(1,620)		
	001-2100-521.40-00	(1,500)		
	001-2100-521.55-00	(1,500)		
	001-2100-521.52-00	(1,431)		
	001-2100-521.46-03	(1,400)		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/20	001-2100-521.46-03	(1,350)	Assign AB Project Numbers	2283
	001-2100-521.47-00	(1,297)		
	001-2100-521.52-00	(1,250)		
	001-2100-521.46-03	(1,180)		
	001-2100-521.47-00	(1,157)		
	001-2100-521.47-00	(1,000)		
	001-2100-521.52-00	(1,000)		
	001-2100-521.34-00	(935)		
	001-2100-521.40-00	(783)		
	001-2100-521.47-00	(750)		
	001-2100-521.52-00	(750)		
	001-2100-521.52-00	(720)		
	001-2100-521.41-00	(500)		
	001-2100-521.46-03	(500)		
	001-2100-521.55-00	(495)		
	001-2100-521.52-00	(400)		
	001-2100-521.47-00	(330)		
	001-2100-521.54-00	(265)		
	001-2100-521.48-00	(250)		
	001-2100-521.51-00	(250)		
	001-2100-521.54-00	(150)		
	001-2100-521.40-00	(120)		
	001-2100-521.42-00	(110)		
	001-2100-521.54-00	(100)		
	001-2100-521.42-00	(50)		
	001-2100-521.42-00	50		
	001-2100-521.54-00	100		
	001-2100-521.42-00	110		
	001-2100-521.40-00	120		
	001-2100-521.54-00	150		
	001-2100-521.48-00	250		
	001-2100-521.51-00	250		
	001-2100-521.54-00	265		
	001-2100-521.47-00	330		
	001-2100-521.52-00	400		
	001-2100-521.55-00	495		
	001-2100-521.41-00	500		
	001-2100-521.46-03	500		
	001-2100-521.52-00	720		
	001-2100-521.47-00	750		
	001-2100-521.52-00	750		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/20	001-2100-521.40-00	783	Assign AB Project Numbers	2283
	001-2100-521.34-00	935		
	001-2100-521.47-00	1,000		
	001-2100-521.52-00	1,000		
	001-2100-521.47-00	1,157		
	001-2100-521.46-03	1,180		
	001-2100-521.52-00	1,250		
	001-2100-521.47-00	1,297		
	001-2100-521.46-03	1,350		
	001-2100-521.46-03	1,400		
	001-2100-521.52-00	1,431		
	001-2100-521.40-00	1,500		
	001-2100-521.55-00	1,500		
	001-2100-521.40-00	1,620		
	001-2100-521.55-00	1,890		
	001-2100-521.54-00	1,902		
	001-2100-521.41-00	1,920		
	001-2100-521.51-00	2,000		
	001-2100-521.55-00	2,215		
	001-2100-521.52-00	2,249		
	001-2100-521.55-00	2,325		
	001-2100-521.52-00	2,361		
	001-2100-521.52-00	2,423		
	001-2100-521.54-00	2,610		
	001-2100-521.52-00	2,926		
	001-2100-521.56-15	3,000		
	001-2100-521.52-00	3,601		
	001-2100-521.40-00	3,987		
	001-2100-521.52-00	4,000		
	001-2100-521.46-00	4,300		
	001-2100-521.46-00	4,400		
	001-2100-521.52-00	4,605		
	001-2100-521.52-00	4,700		
	001-2100-521.64-15	5,000		
	001-2100-521.46-00	5,224		
	001-2100-521.52-00	7,172		
	001-2100-521.52-00	7,443		
	001-2100-521.44-00	7,500		
	001-2100-521.52-00	10,128		
	001-2100-521.52-00	10,254		
	001-2100-521.52-00	10,265		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/20	001-2100-521.44-00	11,520	Assign AB Project Numbers		2283
	001-2100-521.44-00	11,670			
	001-2100-521.52-00	12,500			
	001-2100-521.52-00	12,951			
	001-2100-521.56-15	15,050			
	001-2100-521.49-21	20,000			
	001-2100-521.52-00	20,714			
	001-2100-521.52-00	26,150			
	001-2100-521.34-00	28,625			
	001-2100-521.52-00	33,087			
	001-2100-521.64-00	39,973			
	001-2100-521.56-15	54,100			
	001-2100-521.44-00	54,222			
	001-2100-521.64-00	255,774			
05/11/20	001-2100-521.42-00	(500)	ADVERTISE VACANT PD POS		2962
	001-2100-521.49-02	500			
	001-2100-521.46-03	(2,988)	PAY INVOICE FOR CNCLD PO		2962
	001-2100-521.46-00	2,988			
05/14/20	001-2100-521.12-12	17,186	ACCRUAL PAYOUTS PD		3020
05/27/20	001-2100-521.44-00	(11,520)	CORR ACCT FOR TYLER TECH		3266
	001-2100-521.56-15	11,520			
	001-2100-521.40-00	(1,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF		3268
06/01/20	001-2100-521.41-00	(2,925)	BACKGRND SCREEN - NEW EMP		3303
	001-2100-521.31-00	2,925			
	001-2100-521.13-00	(30,000)	CORR NEG ACCT BAL, RECLAS NON-CAP ITEMS, RETIREMENT		3303
	001-2100-521.64-15	(5,000)			
	001-2100-521.46-00	38			
	001-2100-521.48-00	44			
	001-2100-521.52-00	1,706			
	001-2100-521.56-15	3,250			
	001-2100-521.22-00	30,000			
	001-2100-521.64-00	(39,973)	SWAT THROW PHONE / LIGHT TOWERS /SPEED MONITOR TRL		3303
	001-2100-521.64-00	6,495			
	001-2100-521.64-00	33,478			
21	Budget Amendments/Transfers		Division 2100 Total	$85,776	
2101 - POLICE COMMUNICATIONS					
10/23/19	001-2101-521.46-00	(2,438)	BA #20-004-P - MOVE GRANT MATCH BUDGET TO NEW ACCT		313
03/09/20	001-2101-521.14-00	41,431	ADD FNDS TO MEET BDGTD PAYROLL TOTALS FY20		2153
03/17/20	001-2101-521.34-00	(5,672)	Assign AB Project Numbers		2283
	001-2101-521.40-00	(4,206)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/20	001-2101-521.55-00	(1,000)	Assign AB Project Numbers		2283
	001-2101-521.54-00	(175)			
	001-2101-521.54-00	175			
	001-2101-521.55-00	1,000			
	001-2101-521.40-00	4,206			
	001-2101-521.34-00	5,672			
05/14/20	001-2101-521.12-00	(18,786)	ACCRUAL PAYOUTS PD		3020
	001-2101-521.20-00	(125)			
	001-2101-521.12-12	1,725			
05/27/20	001-2101-521.40-00	(1,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF		3268
06/01/20	001-2101-521.46-00	(38)	CORR NEG ACCT BAL, RECLAS NON-CAP ITEMS, RETIREMENT		3303
6	Budget Amendments/Transfers		Division 2101 Total	$20,769	
2132 - CODE ENFORCEMENT					
11/22/19	001-2132-524.46-03	(231)	COVER OVERAGE DUE TO HYBRID VEHICLE PURCHASE		724
	001-2132-524.64-00	231			
03/17/20	001-2132-524.64-00	(68,910)	Assign AB Project Numbers		2283
	001-2132-524.64-00	68,910			
05/11/20	001-2132-524.55-00	(75)	MEMBERSHIPS FOR CODE ENF		2962
	001-2132-524.54-00	75			
05/14/20	001-2132-524.12-00	(11)	ACCRUAL PAYOUTS PD		3020
	001-2132-524.12-12	11			
06/01/20	001-2132-524.55-00	(1,530)	ADD FNDS - NEG BAL		3303
	001-2132-524.40-00	(970)			
	001-2132-524.46-03	2,500			
5	Budget Amendments/Transfers		Division 2132 Total	$0	
2200 - FIRE ADMINISTRATION					
11/22/19	001-2200-522.52-00	(12)	ADDITIONAL BUDGET FOR BUSINESS CARDS		724
	001-2200-522.47-00	12			
01/09/20	001-2200-522.52-02	650	UNIFORM PRCHSE FOR NEW DEPUTY FIRE CHIEF		1349
02/14/20	001-2200-522.52-02	1,000	PURCH UNIFORMS / FC + FI		1867
05/14/20	001-2200-522.12-00	(3,000)	FIRE INSPECTOR SERVICES		3020
	001-2200-522.34-00	3,000			
05/27/20	001-2200-522.40-00	(1,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF		3268
06/01/20	001-2200-522.12-00	(3,000)	2ND BAF - FIRE INSP SVCS		3303
	001-2200-522.34-00	3,000			
6	Budget Amendments/Transfers		Division 2200 Total	$650	
2201 - FIRE OPERATIONS					
11/22/19	001-2201-522.52-05	(2,958)	ADDITIONAL BUDGET FOR ESO PROGRAM AIR CARDS		724
	001-2201-522.41-00	2,958			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/09/20	001-2201-522.52-02	(650)	UNIFORM PRCHSE FOR NEW DEPUTY FIRE CHIEF		1349
02/14/20	001-2201-522.55-00	(2,310)	COVER INTERFACE FEES ESO FIRE INCIDENT SFTWRE		1867
	001-2201-522.56-15	2,310			
	001-2201-522.55-00	(1,000)	PURCH UNIFORMS / FC + FI		1867
02/26/20	001-2201-522.64-01	16,541	Grant for Lucas System Resolution 2020-009		2039
03/17/20	001-2201-522.64-00	(32,105)	Assign AB Project Numbers		2283
	001-2201-522.43-00	(20,852)			
	001-2201-522.43-00	(10,712)			
	001-2201-522.43-00	(10,548)			
	001-2201-522.43-00	(2,422)			
	001-2201-522.43-00	2,422			
	001-2201-522.43-00	10,548			
	001-2201-522.43-00	10,712			
	001-2201-522.43-00	20,852			
	001-2201-522.64-00	32,105			
05/27/20	001-2201-522.40-00	(1,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF		3268
06/01/20	001-2201-522.64-00	(32,105)	CORR PROJ# - BAF 20-046-P		3301
	001-2201-522.64-00	32,105			
8	Budget Amendments/Transfers		Division 2201 Total	$13,891	
3200 - ADMINISTRATION					
11/22/19	001-3200-515.31-00	2,013	PO 72368 / RICH & ASSOC FY20 PO ROLLOVER		722
	001-3200-515.34-00	5,045	PO 73666 / PDCS, LLC FY20 PO ROLLOVER		722
	001-3200-515.34-00	2,618	PO 74103 / GEOSYNTEC CONS FY20 PO ROLLOVER		722
	001-3200-515.31-00	6,334	PO 74409 / S&ME, INC FY20 PO ROLLOVER		722
	001-3200-515.34-00	7,119	PO 75063 / CAP GOV INC FY20 PO ROLLOVER		722
01/09/20	001-3200-515.52-00	1,100	PRCHSE TWO CC MACHINES FOR COMM SVCS		1349
02/14/20	001-3200-515.56-15	(24,000)	BLDG PLAN REVIEW FEES PO 73666 & 74103		1867
	001-3200-515.34-00	24,000			
03/17/20	001-3200-515.64-00	(26,800)	Assign AB Project Numbers		2283
	001-3200-515.64-00	26,800			
05/11/20	001-3200-515.55-00	(3,252)	ADD FNDS FOR GEOSYNTEC & PLAN EXAMINER SERVICES		2962
	001-3200-515.40-00	(1,500)			
	001-3200-515.31-00	(200)			
	001-3200-515.34-00	4,952			
05/14/20	001-3200-515.12-00	(10,000)	ADDTNL SERVICE COST		3020
	001-3200-515.34-00	10,000			
06/01/20	001-3200-515.12-00	(20,575)	CORR NEG BAL - ADS FOR PZ AND BOA HEARINGS		3303
	001-3200-515.55-00	575			
	001-3200-515.49-00	20,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/10/20	001-3200-515.34-00	52,000	GEOTECH SVCS / BLDG OFF		3350
12	Budget Amendments/Transfers		Division 3200 Total	$76,229	
3205 - ECONOMIC DEVELOPMENT					
11/22/19	001-3205-559.31-06	59,000	PO 75123 / E CENTRAL FL P FY20 PO ROLLOVER		722
01/09/20	001-3205-559.52-00	(800)	PRCHSE TWO CC MACHINES FOR COMM SVCS		1349
	001-3205-559.51-00	(300)			
02/14/20	001-3205-559.47-00	(1,000)	COVER COST OF AEDU BREAKFAST		1867
	001-3205-559.48-00	1,000			
	001-3205-559.48-00	4,000			
05/11/20	001-3205-559.48-11	(3,000)	ECON DEV INFOGRAPHICS		2962
	001-3205-559.47-00	3,000			
4	Budget Amendments/Transfers		Division 3205 Total	$61,900	
3500 - ADMINISTRATION					
03/17/20	001-3500-519.64-00	(27,000)	Assign AB Project Numbers		2283
	001-3500-519.64-00	27,000			
05/27/20	001-3500-519.12-00	(36,873)	COVID / PARKS COORDINATOR POSITION FROZEN		3270
	001-3500-519.23-04	(18,614)			
	001-3500-519.24-00	(4,244)			
	001-3500-519.22-00	(3,124)			
	001-3500-519.21-00	(2,617)			
	001-3500-519.27-00	(2,350)			
	001-3500-519.23-00	(1,082)			
2	Budget Amendments/Transfers		Division 3500 Total	($68,904)	
3510 - STREET MANAGEMENT					
11/22/19	001-3510-541.46-00	51,614	PO 73708 / GOODSON PAVING FY20 PO ROLLOVER		722
	001-3510-541.46-00	2,370	PO 73709 / GOODSON PAVING FY20 PO ROLLOVER		722
	001-3510-541.64-00	33,500	PO 74998 / CONCR MIX SUP FY20 PO ROLLOVER		722
	001-3510-541.63-00	2,000	PO 75098 / MYRA PLANNING FY20 PO ROLLOVER		722
01/09/20	001-3510-541.46-03	(1,800)	ADD FREIGHT TO PO 74998 CONCRETE MIXER BODY		1349
	001-3510-541.64-00	1,800			
02/14/20	001-3510-541.46-00	(25,000)	CONSULTING SERVICES DOT SIDEWALK PROJECTS		1867
	001-3510-541.31-00	25,000			
02/26/20	001-3510-541.46-00	(36,000)	Concrete Crew Truck Resolution 2020-122		2039
	001-3510-541.64-00	36,000			
03/09/20	001-3510-541.46-00	(6,989)	MATERIAL TESTING SERVICES LAP/SIDEWALK IMP PROJECT		2153
	001-3510-541.31-00	6,989			
03/17/20	001-3510-541.46-00	(500,000)	Assign AB Project Numbers		2283
	001-3510-541.46-00	(300,000)			
	001-3510-541.64-00	(31,000)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/20	001-3510-541.46-00	(30,000)	Assign AB Project Numbers		2283
	001-3510-541.46-00	30,000			
	001-3510-541.64-00	31,000			
	001-3510-541.46-00	300,000			
	001-3510-541.46-00	500,000			
04/08/20	001-3510-541.63-04	195,929	DIXON/BYRD SIDEWALK 2020-132		2578
05/11/20	001-3510-541.64-00	(30,200)	ADD FNDS FOR FY20 COSTS		2962
	001-3510-541.46-00	(5,000)	BALANCE SUPPLY REPLENISH		2962
	001-3510-541.52-00	5,000			
05/27/20	001-3510-541.46-00	(71,000)	COVID / RAILWAY MAINT HIGHLAND AVENUE		3270
	001-3510-541.46-00	(87,000)	COVID / RAILWAY MAINT PEACHTREE STREET		3270
	001-3510-541.12-00	(36,873)	COVID / STORMWATER MNGR POSITION FROZEN		3270
	001-3510-541.23-04	(18,614)			
	001-3510-541.24-00	(4,244)			
	001-3510-541.22-00	(3,124)			
	001-3510-541.21-00	(2,617)			
	001-3510-541.27-00	(2,350)			
	001-3510-541.23-00	(1,082)			
06/01/20	001-3510-541.64-00	(721)	CORR NEG BAL -BAF20-045-T		3301
	001-3510-541.64-00	721			
	001-3510-541.46-00	(5,000)	ROAD MATERIALS & SUPPL		3303
	001-3510-541.53-00	5,000			
06/10/20	001-3510-541.46-00	(32,036)	COVID / INCREASED MOWING COST / NO INMATE CREWS		3351
18	Budget Amendments/Transfers		Division 3510 Total	($3,727)	
3520 - PARKS & BEAUTIFICATION					
12/30/19	001-3520-572.34-09	10,000	24 ADDITIONAL CUTS AT LEE WENNER PARK		1207
01/09/20	001-3520-572.14-00	5,000	CVR GROUNDS DEPT OVRTIME		1349
01/13/20	001-3520-572.34-09	9,397	INC FDOT MEDIAN MAINT BUDGET; 2 QTRS FY20		1384
03/09/20	001-3520-572.52-00	7,000	ADD FNDS TO GROUND DIV OPERATING SUPPLIES		2153
03/17/20	001-3520-572.64-00	(15,000)	Assign AB Project Numbers		2283
	001-3520-572.64-00	15,000			
04/22/20	001-3520-572.31-11	50,000	COMMUNITY FORESTS GRANT YEAR 1 OF 3 R 2020-140		2737
05/11/20	001-3520-572.52-00	5,000	ADD FNDS FOR FY20 COSTS		2962
	001-3520-572.14-00	6,000			
05/27/20	001-3520-572.34-00	10,000	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF		3267
	001-3520-572.52-00	4,000			3268
06/10/20	001-3520-572.34-00	(14,374)	COVID / INCREASED MOWING COST / NO INMATE CREWS		3351
10	Budget Amendments/Transfers		Division 3520 Total	$92,023	
3540 - PUBLIC WORKS- FLEET MAINT					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/20	001-3540-519.64-00	(6,700)	Assign AB Project Numbers		2283
	001-3540-519.64-00	6,700			
05/11/20	001-3540-519.46-00	10,000	ADD FNDS FOR FY20 COSTS		2962
2	Budget Amendments/Transfers		Division 3540 Total	$10,000	
3550 - SANITATION					
11/22/19	001-3550-534.34-00	5,071	PO 73386 / WASTE MNGMT FY20 PO ROLLOVER		722
1	Budget Amendments/Transfers		Division 3550 Total	$5,071	
3560 - FACILITY MANAGEMENT					
12/30/19	001-3560-519.46-00	(10,000)	24 ADDITIONAL CUTS AT LEE WENNER PARK		1207
01/09/20	001-3560-519.46-00	(5,000)	CVR GROUNDS DEPT OVRTIME		1349
03/09/20	001-3560-519.46-00	(7,000)	ADD FNDS TO GROUND DIV OPERATING SUPPLIES		2153
03/17/20	001-3560-519.46-02	(45,000)	Assign AB Project Numbers		2283
	001-3560-519.64-00	(28,500)			
	001-3560-519.64-00	28,500			
	001-3560-519.46-02	45,000			
05/11/20	001-3560-519.14-00	3,200	ADD FNDS FOR FY20 COSTS		2962
	001-3560-519.46-02	6,000			
05/27/20	001-3560-519.40-00	(2,000)	MOVE TRAV /TRAIN TO PARKS TXFR FOR BEAUTIF		3267
	001-3560-519.55-00	(2,000)			
06/01/20	001-3560-519.64-00	(15,725)	ADD FNDS - PO 76046 FIRE AGENT - PD		3301
	001-3560-519.64-00	15,725			
7	Budget Amendments/Transfers		Division 3560 Total	($16,800)	
150	Total Budget Amendments/Transfers		**GENERAL FUND**	**$703,826**	
3240 - HOUSING GRANTS					
11/22/19	103-3240-554.62-00	125,172	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
	103-3240-554.63-00	175,000	PO 74150 / W&J CONTRUCT FY20 PO ROLLOVER		722
02/26/20	103-3240-554.62-00	(14,466)	Project Retainage Adj Resolution 2020-111		2039
3	Budget Amendments/Transfers		Division 3240 Total	$285,706	
3	Total Budget Amendments/Transfers		**CDBG**	**$285,706**	
3240 - HOUSING GRANTS					
11/22/19	104-3240-554.83-00	400,000	PO 74638 / COMM HOUSING FY20 PO ROLLOVER		722
01/13/20	104-3240-554.83-00	3,863	INC HOME GRANT CRRYFORWRD MATCH HOME AGREEMENT		1385
2	Budget Amendments/Transfers		Division 3240 Total	$403,863	
2	Total Budget Amendments/Transfers		**BREVARD COUNTY HOME**	**$403,863**	
3240 - HOUSING GRANTS					
11/22/19	108-3240-554.62-00	834,332	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
12/11/19	108-3240-517.73-00	19,937	SEC 108 LOAN SUBSIDY FEE JOE LEE SMITH CTR CONST		1106

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/26/20	108-3240-554.62-00	(6,630)	Project Retainage Adj Resolution 2020-111		2039
3	Budget Amendments/Transfers		Division 3240 Total	$847,639	
	3 Total Budget Amendments/Transfers		**SEC 108 LOAN GUARANTEE**	**$847,639**	
3230 - CRA ADMIN/OPERATIONS					
11/22/19	110-3230-559.64-15	2,000	PO 73289 / MORSE COMM FY20 PO ROLLOVER		722
	110-3230-559.63-00	3,266	PO 74207 / ARCHITECTS RZK FY20 PO ROLLOVER		722
	110-3230-559.31-00	92,000	PO 74623 / SUNSTATE METER FY20 PO ROLLOVER		722
	110-3230-559.83-00	10,000	PO 74896 / RUNAWAY INVST FY20 PO ROLLOVER		722
	110-3230-559.83-00	10,000	PO 75115 / JLM PROP HOLD FY20 PO ROLLOVER		722
	110-3230-559.64-15	2,000	ROLL FY19 BDGT LEE WENNER FY20 BUDGET ROLLOVER		720
	110-3230-559.63-00	3,661			
	110-3230-559.63-00	215,766			
12/04/19	110-3230-559.40-00	(1,288)	PURCH 5 CIG RECEPTACLES COCOA VILLAGE		840
	110-3230-559.52-00	1,288			
12/11/19	110-3230-581.91-32	138,889	C&D CONST C/O #1 AGENDA 19-653		1107
	110-3230-559.63-00	(148,878)	COCOA CRA TXFR-PROMENADE RVRFRNT PROM OVERLOOKS		1103
	110-3230-581.91-32	148,878			
	110-3230-559.39-00	(100,000)	COCOA CRA TXFR-PROMENADE RVRFRNT PROMENADE ENHNCE		1103
	110-3230-581.91-32	100,000			
03/16/20	110-3230-559.63-00	(12,100)	ADD LIGHTS TO GATEWAY		2259
	110-3230-559.64-00	12,100			
	110-3230-559.58-01	(70,040)	CORR ACCT # CVP P.O. CONT		2258
	110-3230-559.46-00	10,800			
	110-3230-559.44-00	59,240			
03/17/20	110-3230-559.62-00	(5,553,300)	Assign AB Project Numbers		2283
	110-3230-559.62-00	(934,000)			
	110-3230-559.63-00	(150,000)			
	110-3230-559.63-00	(150,000)			
	110-3230-559.63-00	(75,000)			
	110-3230-559.31-00	(50,000)			
	110-3230-559.63-00	(35,000)			
	110-3230-559.63-00	35,000			
	110-3230-559.31-00	50,000			
	110-3230-559.63-00	75,000			
	110-3230-559.63-00	150,000			
	110-3230-559.63-00	150,000			
	110-3230-559.62-00	934,000			
	110-3230-559.62-00	5,553,300			
13	Budget Amendments/Transfers		Division 3230 Total	$477,582	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
13 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$477,582**	
3230 - CRA ADMIN/OPERATIONS					
11/22/19	111-3230-559.63-00	47,488	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		722
03/17/20	111-3230-559.63-00	(135,000)	Assign AB Project Numbers		2283
	111-3230-559.63-00	135,000			
2 Budget Amendments/Transfers			Division 3230 Total	$47,488	
2 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$47,488**	
3580 - CAPITAL PROJECTS MNGMT					
11/22/19	301-3580-519.63-00	492,092	PO 74150 / W&J CONSTRUCT FY20 PO ROLLOVER		723
	301-3580-519.64-00	600,720			
	301-3580-519.62-00	1,659,076			
	301-3580-519.31-00	15,224	PO 74151 / ARCHITECTS RZK FY20 PO ROLLOVER		723
	301-3580-519.62-00	7,695	PO 74899 / ARDAMAN & ASSC FY20 PO ROLLOVER		723
	301-3580-519.62-00	281,234	ROLL FY19 BDGT DR JOE LEE FY20 BUDGET ROLLOVER		720
02/26/20	301-3580-519.62-00	(33,858)	Project Retainage Adj Resolution 2020-111		2039
	301-3580-519.63-00	(13,506)			
03/09/20	301-3580-519.62-00	(8,092)	RECL FURN TO CAP		2153
	301-3580-519.64-00	8,092			
05/14/20	301-3580-519.63-00	(4,414)	ADDL W&J CONT JLS CTR		3020
	301-3580-519.64-00	(866)			
	301-3580-519.62-00	5,280			
	301-3580-519.62-00	(38,461)	JLS PARKING LOT		3020
	301-3580-519.63-00	38,461			
8 Budget Amendments/Transfers			Division 3580 Total	$3,008,677	
8 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$3,008,677**	
3580 - CAPITAL PROJECTS MNGMT					
11/22/19	302-3580-572.63-04	18,368	PO 73217 / INFR SOL SERV FY20 PO ROLLOVER		723
	302-3580-572.63-04	19,880	PO 73829 / INFR SOL SVCS FY20 PO ROLLOVER		723
	302-3580-572.63-03	205,290	PO 74682 / C&D CONSTRUCT FY20 PO ROLLOVER		723
	302-3580-572.63-01	332,557			
	302-3580-572.63-04	1,052,070			
	302-3580-572.63-04	5,580	PO 74825 / UNIV ENG SCI FY20 PO ROLLOVER		723
	302-3580-572.63-04	754,893	ROLL FY19 BDGT HURR IRMA FY20 BUDGET ROLLOVER		720
	302-3580-519.63-00	1,719,250			
12/11/19	302-3580-572.63-04	34,889	C&D CONST C/O #1 AGENDA 19-653		1107
	302-3580-572.63-01	104,000			
	302-3580-572.63-04	148,878	COCOA CRA TXFR-PROMENADE RVRFRNT PROM OVERLOOKS		1102
	302-3580-572.63-04	100,000	COCOA CRA TXFR-PROMENADE RVRFRNT PROMENADE ENHNCE		1102

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/05/20	302-3580-572.63-04	(148,878)	CORR ACCTS FOR PROMENADE FOR CRA PORTION		1681
	302-3580-572.63-01	(104,000)			
	302-3580-572.63-04	(100,000)			
	302-3580-572.63-05	100,000			
	302-3580-572.63-04	104,000			
	302-3580-572.63-05	148,878			
02/26/20	302-3580-572.63-04	(14,249)	Project Retainage Adj Resolution 2020-111		2039
	302-3580-572.63-01	(1,850)			
	302-3580-519.63-00	(1,719,250)	Reverse Duplicate Entry Resolution 2020-110		2039
04/01/20	302-3580-572.63-04	191,171	SEAWALL TIEBACKS RVRFRNT		2476
12	Budget Amendments/Transfers			Division 3580 Total $2,951,477	
	12 Total Budget Amendments/Transfers		**RIVERFRONT/LEE WENNER PK**	**$2,951,477**	
3580 - CAPITAL PROJECTS MNGMT					
11/22/19	303-3580-519.63-00	1,500,000	ROLL FY19 BDGT FISKE BLVD FY20 BUDGET ROLLOVER		720
1	Budget Amendments/Transfers			Division 3580 Total $1,500,000	
	1 Total Budget Amendments/Transfers		**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
4010 - WATER ADMINISTRATION					
11/13/19	421-4010-536.39-00	(84,510)	BUSS MAY - SOIRL Zone J ZONE J FEAS TECH ASST		632
	421-4010-536.39-00	(59,585)	BUSS MAY SOIRL ZONE K ZONE K FEAS TECH ASST		634
11/22/19	421-4010-536.31-00	5,460	PO 73903 / INTEGRITY PUBL FY20 PO ROLLOVER		723
	421-4010-536.31-00	2,840	PO 75129 / SUPERION LLC FY20 PO ROLLOVER		723
01/24/20	421-4010-536.31-00	(2,840)	CORR ACCT # FOR PO 75129 SUPERION / PO TEMPLATE		1553
	421-4010-536.34-00	2,840			
	421-4010-536.32-00	(40,000)	RECL AUDIT BUDGET FOR FULL UT RATE STUDY		1556
	421-4010-536.31-00	40,000			
02/26/20	421-4010-536.39-00	(188,914)	Task Order 2020-07 Jacobs Resolution 2020-118		2039
	421-4010-536.31-00	188,914			
	421-4010-536.39-00	(113,954)	TaskOrder 2020-01 2020-04 Resolution 2020-117		2039
03/17/20	421-4010-536.31-00	(240,000)	Assign AB Project Numbers		2283
	421-4010-536.31-33	(135,608)			
	421-4010-536.52-33	(68,880)			
	421-4010-536.31-01	(50,000)			
	421-4010-536.31-01	50,000			
	421-4010-536.52-33	68,880			
	421-4010-536.31-33	135,608			
	421-4010-536.31-00	240,000			
05/11/20	421-4010-536.48-00	(1,367)	REPAIR AUTOCLAVE IN LAB		2962
	421-4010-536.46-00	1,367			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10	Budget Amendments/Transfers		Division 4010 Total ($249,749)	
4020 - DYAL PLANT				
11/22/19	421-4020-536.46-00	6,523	PO 73731 / RING POWER COR FY20 PO ROLLOVER	723
	421-4020-536.42-00	4,500	PO 73978 / TOM EVAN ENV FY20 PO ROLLOVER	723
	421-4020-536.46-00	158,642	PO 73978 / TOM EVANS ENV FY20 PO ROLLOVER	723
	421-4020-536.63-00	13,995	PO 74413 / CH2M HILL ENG FY20 PO ROLLOVER	723
	421-4020-536.34-00	1,800	PO 74492 / BIO TECH CONS FY20 PO ROLLOVER	723
	421-4020-536.46-00	53,787	PO 74696 / RING POWER COR FY20 PO ROLLOVER	723
	421-4020-536.42-00	75	PO 74941 / WTR TREAT & CO FY20 PO ROLLOVER	723
	421-4020-536.64-00	5,828		
	421-4020-536.64-00	43,861	PO 74996 / TRANE (MAITL) FY20 PO ROLLOVER	723
	421-4020-536.46-00	9,233	PO 75050 / POWELL ELEC FY20 PO ROLLOVER	723
	421-4020-536.42-00	495	PO 75076 / HAROLD BECK FY20 PO ROLLOVER	723
	421-4020-536.46-00	22,167		
	421-4020-536.63-00	28,633	PO 75080 / CH2M HILL ENG FY20 PO ROLLOVER	723
	421-4020-536.63-00	43,100	PO 75099 / BURNETT LIME FY20 PO ROLLOVER	723
	421-4020-536.63-00	10,733	PO 75111 / THOMPSON PIPE FY20 PO ROLLOVER	723
	421-4020-536.46-00	13,075	PO 75117 / WTR TREAT & CO FY20 PO ROLLOVER	723
	421-4020-536.46-00	85,926	PO 75118 / RING POWER COR FY20 PO ROLLOVER	723
	421-4020-536.63-00	130	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER	721
	421-4020-536.64-00	4,784		
	421-4020-536.63-00	14,447		
01/09/20	421-4020-536.46-00	(30,000)	CORR ACCT # FOR DYAL DMZ SERVER REPLACEMENT	1348
	421-4020-536.56-15	30,000		
	421-4020-536.46-00	(23,000)	CORR ACCT # FOR DYAL EMPIRE COMPT SUPPORT	1348
	421-4020-536.56-15	23,000		
	421-4020-536.52-00	(33,814)	CORR ACCT FOR DYAL SFTWRE LICENSE / WONDERWARE	1347
	421-4020-536.56-15	33,814		
02/26/20	421-4020-536.34-00	(168,322)	Jacobs Engineering Svs Resolution 2020-112	2039
	421-4020-536.31-03	168,322		
03/17/20	421-4020-536.52-09	(1,551,090)	Assign AB Project Numbers	2283
	421-4020-536.52-09	(736,998)		
	421-4020-536.52-09	(587,420)		
	421-4020-536.64-00	(361,000)		
	421-4020-536.46-00	(250,000)		
	421-4020-536.46-00	(250,000)		
	421-4020-536.46-02	(250,000)		
	421-4020-536.63-00	(250,000)		
	421-4020-536.52-09	(182,000)		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/20	421-4020-536.52-09	(166,660)	Assign AB Project Numbers	2283
	421-4020-536.52-09	(157,510)		
	421-4020-536.52-09	(156,028)		
	421-4020-536.46-00	(125,000)		
	421-4020-536.52-09	(118,175)		
	421-4020-536.52-09	(109,200)		
	421-4020-536.64-00	(105,000)		
	421-4020-536.52-09	(81,700)		
	421-4020-536.52-09	(81,214)		
	421-4020-536.64-00	(80,700)		
	421-4020-536.52-09	(68,400)		
	421-4020-536.52-09	(63,840)		
	421-4020-536.64-00	(48,000)		
	421-4020-536.52-09	(35,200)		
	421-4020-536.52-09	(10,000)		
	421-4020-536.52-09	(8,000)		
	421-4020-536.52-09	(5,000)		
	421-4020-536.52-09	5,000		
	421-4020-536.52-09	8,000		
	421-4020-536.52-09	10,000		
	421-4020-536.52-09	35,200		
	421-4020-536.64-00	48,000		
	421-4020-536.52-09	63,840		
	421-4020-536.52-09	68,400		
	421-4020-536.64-00	80,700		
	421-4020-536.52-09	81,214		
	421-4020-536.52-09	81,700		
	421-4020-536.64-00	105,000		
	421-4020-536.52-09	109,200		
	421-4020-536.52-09	118,175		
	421-4020-536.46-00	125,000		
	421-4020-536.52-09	156,028		
	421-4020-536.52-09	157,510		
	421-4020-536.52-09	166,660		
	421-4020-536.52-09	182,000		
	421-4020-536.46-00	250,000		
	421-4020-536.46-00	250,000		
	421-4020-536.46-02	250,000		
	421-4020-536.63-00	250,000		
	421-4020-536.64-00	361,000		
	421-4020-536.52-09	587,420		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/20	421-4020-536.52-09	736,998	Assign AB Project Numbers		2283
	421-4020-536.52-09	1,551,090			
04/01/20	421-4020-536.46-00	(110,820)	CAP 3 DISCFLO PUMPS DYAL WTP		2474
	421-4020-536.64-00	110,820			
04/08/20	421-4020-536.46-00	(96,611)	CORROSION CONT TRMT 2020-134		2567
	421-4020-536.63-00	96,611			
05/11/20	421-4020-536.52-09	(15,000)	INC IN H2O TEST SUPPLIES		2962
	421-4020-536.52-00	15,000			
05/14/20	421-4020-536.46-00	(49,998)	DYAL ENGINEERING SVCS		3020
	421-4020-536.31-03	49,998			
	421-4020-536.46-00	(175,000)	SCADA CNTRL SYSTM SERVICE		3029
	421-4020-536.31-03	175,000			
06/01/20	421-4020-536.46-00	(35,000)	ADD FNDS - OPER SUPPLIES		3303
	421-4020-536.52-00	35,000			
	421-4020-536.46-00	(50,000)	CORR ACCT # CLARIFIER 1&2 WIMS DATABSE, MAINTENANCE		3300
	421-4020-536.46-00	(14,500)			
	421-4020-536.56-15	14,500			
	421-4020-536.31-03	50,000			
	421-4020-536.42-00	(75)	PO 74941 - WTR CNTRLS FRT RECLSS - JE06-44		3303
	421-4020-536.64-00	75			
	421-4020-536.52-09	(35,000)	PRCHSE DMZ SERVER UPGR, MS SOFT UPGR, CMMS LICENS		3303
	421-4020-536.56-15	35,000			
	421-4020-536.31-03	(49,998)	REVERSE BAF20-061-T OZONE CONTACTOR REHAB		3303
	421-4020-536.46-00	49,998			
31	Budget Amendments/Transfers			Division 4020 Total $521,734	
4025 - WATER FIELD OPERATIONS					
11/22/19	421-4025-536.46-00	2,855	PO 72093 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4025-536.46-00	12,325	PO 72425 / JOBEAR CONTRAC FY20 PO ROLLOVER		723
	421-4025-536.42-00	500	PO 73810 / TEAM IND SVCS FY20 PO ROLLOVER		723
	421-4025-536.46-00	2,500			
	421-4025-536.46-00	2,142	PO 74118 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4025-536.46-00	105,253	PO 74163 / ALL TERRAIN TR FY20 PO ROLLOVER		723
01/09/20	421-4025-536.52-00	(34,000)	CORR ACCT FOR SFTWRE LICENSE / IWATER / XC2		1347
	421-4025-536.56-15	34,000			
02/26/20	421-4025-536.46-00	(103,918)	Task Order 2020-02 Jacobs Resolution 2020-114		2039
	421-4025-536.31-03	103,918			
	421-4025-536.46-00	(105,781)	Task Order 2020-05 Jacobs Resolution 2020-113		2039
	421-4025-536.31-03	105,781			
03/17/20	421-4025-536.46-00	(680,000)	Assign AB Project Numbers		2283

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/20	421-4025-536.46-00	(620,000)	Assign AB Project Numbers	2283
	421-4025-536.64-00	(398,500)		
	421-4025-536.46-00	(321,000)		
	421-4025-536.46-00	(265,000)		
	421-4025-536.46-00	(240,000)		
	421-4025-536.46-00	(206,000)		
	421-4025-536.46-00	(183,000)		
	421-4025-536.52-00	(85,000)		
	421-4025-536.31-03	(75,000)		
	421-4025-536.46-00	(75,000)		
	421-4025-536.46-00	(50,500)		
	421-4025-536.46-00	(50,000)		
	421-4025-536.46-00	(50,000)		
	421-4025-536.46-02	(42,733)		
	421-4025-536.46-00	(31,000)		
	421-4025-536.64-00	(17,084)		
	421-4025-536.46-00	(15,000)		
	421-4025-536.46-00	(15,000)		
	421-4025-536.52-00	(3,000)		
	421-4025-536.46-00	(500)		
	421-4025-536.46-00	500		
	421-4025-536.52-00	3,000		
	421-4025-536.46-00	15,000		
	421-4025-536.46-00	15,000		
	421-4025-536.64-00	17,084		
	421-4025-536.46-00	31,000		
	421-4025-536.46-02	42,733		
	421-4025-536.46-00	50,000		
	421-4025-536.46-00	50,000		
	421-4025-536.46-00	50,500		
	421-4025-536.31-03	75,000		
	421-4025-536.46-00	75,000		
	421-4025-536.52-00	85,000		
	421-4025-536.46-00	183,000		
	421-4025-536.46-00	206,000		
	421-4025-536.46-00	240,000		
	421-4025-536.46-00	265,000		
	421-4025-536.46-00	321,000		
	421-4025-536.64-00	398,500		
	421-4025-536.46-00	620,000		
	421-4025-536.46-00	680,000		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/01/20	421-4025-536.53-00	(576)	TWO SUPERVISOR LAPTOPS		3303
	421-4025-536.56-15	576			
10	Budget Amendments/Transfers		Division 4025 Total	$125,575	
4055 - ENGINEERING					
11/13/19	421-4055-536.31-03	84,510	BUSS MAY - SOIRL Zone K ZONE J FEAS TECH ASST		632
	421-4055-536.31-03	59,585	BUSS MAY SOIRL ZONE K ZONE K FEAS TECH ASST		634
11/22/19	421-4055-536.63-00	3,182	PO 71688 / MEAD & HUNT FY20 PO ROLLOVER		723
	421-4055-536.63-00	420,316	PO 71924 / BRANDES DESIGN FY20 PO ROLLOVER		723
	421-4055-536.63-00	1,608	PO 71946 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4055-536.63-00	576,225	PO 73011 / CH2M HILL ENG FY20 PO ROLLOVER		723
	421-4055-536.63-00	1,787	PO 73291 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4055-536.68-10	51,602	PO 74292 / CH2M HILL ENG FY20 PO ROLLOVER		723
	421-4055-536.63-00	5,532	PO 75038 / BUSSEN MAYER FY20 PO ROLLOVER		723
	421-4055-536.68-10	4,334	PO 75068 / KED GROUP, INC FY20 PO ROLLOVER		723
	421-4055-536.68-10	43,427	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	421-4055-536.63-00	191,490			
	421-4055-536.63-00	210,571			
12/30/19	421-4055-536.52-00	(50,000)	TXFR ARCGIS BUDGET TO CORRECT ACCT		1207
	421-4055-536.56-15	50,000			
02/14/20	421-4055-536.63-00	(636,000)	ASSIGN PROJ # / FY20 BDGT		1866
	421-4055-536.63-00	(440,000)			
	421-4055-536.63-00	(200,000)			
	421-4055-536.63-00	(100,000)			
	421-4055-536.63-00	(100,000)			
	421-4055-536.63-00	(83,490)			
	421-4055-536.63-00	83,490			
	421-4055-536.63-00	100,000			
	421-4055-536.63-00	100,000			
	421-4055-536.63-00	200,000			
	421-4055-536.63-00	440,000			
	421-4055-536.63-00	636,000			
02/26/20	421-4055-536.63-00	113,954	TaskOrder 2020-01 2020-04 Resolution 2020-117		2039
06/01/20	421-4055-536.63-00	(244,640)	ADD FNDS - PO 75559 STEWARTS ELECTRIC		3301
	421-4055-536.63-00	244,640			
06/24/20	421-4055-536.63-06	843,960	FEMA MIT GRANT/LIFT STN 1 PR 4337-232-R/CON# H0477		3536
16	Budget Amendments/Transfers		Division 4055 Total	$2,612,083	
4120 - WATER RECLAMATION					
11/22/19	421-4120-536.63-00	45,243	PO 71959 / BRANDES DESIGN FY20 PO ROLLOVER		723
	421-4120-536.62-00	65,000	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/22/19	421-4120-536.63-00	542,514	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER	721
01/09/20	421-4120-536.52-00	(6,500)	ADD FNDS FOR PO 75831 CAROLLO ENGINEERS	1349
	421-4120-536.56-15	6,500		
	421-4120-536.52-00	(10,000)	CORR ACCT FOR SFTWRE LICENSE / VTSCADA / CMMS	1347
	421-4120-536.56-15	10,000		
03/09/20	421-4120-536.52-00	(12,113)	RECLASS WILO MIXER EQUIP TO CAPITAL ACCT	2153
	421-4120-536.64-00	12,113		
03/17/20	421-4120-536.52-09	(83,600)	Assign AB Project Numbers	2283
	421-4120-536.31-00	(40,000)		
	421-4120-536.64-15	(28,000)		
	421-4120-536.52-09	(21,218)		
	421-4120-536.52-00	(20,500)		
	421-4120-536.52-09	(16,974)		
	421-4120-536.64-00	(16,575)		
	421-4120-536.46-00	(16,500)		
	421-4120-536.46-00	(15,200)		
	421-4120-536.52-00	(12,000)		
	421-4120-536.64-00	(8,945)		
	421-4120-536.64-00	(8,500)		
	421-4120-536.64-00	(6,000)		
	421-4120-536.52-00	(4,500)		
	421-4120-536.52-00	(4,178)		
	421-4120-536.52-00	(4,000)		
	421-4120-536.52-00	(2,289)		
	421-4120-536.52-00	(1,890)		
	421-4120-536.52-00	(1,800)		
	421-4120-536.52-00	1,800		
	421-4120-536.52-00	1,890		
	421-4120-536.52-00	2,289		
	421-4120-536.52-00	4,000		
	421-4120-536.52-00	4,178		
	421-4120-536.52-00	4,500		
	421-4120-536.64-00	6,000		
	421-4120-536.64-00	8,500		
	421-4120-536.64-00	8,945		
	421-4120-536.52-00	12,000		
	421-4120-536.46-00	15,200		
	421-4120-536.46-00	16,500		
	421-4120-536.64-00	16,575		
	421-4120-536.52-09	16,974		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/20	421-4120-536.52-00	20,500	Assign AB Project Numbers		2283
	421-4120-536.52-09	21,218			
	421-4120-536.64-15	28,000			
	421-4120-536.31-00	40,000			
	421-4120-536.52-09	83,600			
05/14/20	421-4120-536.46-00	(550)	REPAIR DOOR JAM ELEC BLDN		3020
	421-4120-536.46-02	550			
06/10/20	421-4120-536.64-00	10,851	PRCHSE 2 PORTABLE GENS FOR LIFT STNS / CPUT20PG		3348
8	Budget Amendments/Transfers		Division 4120 Total	$663,608	
4125 - SEWER FIELD OPERATIONS					
11/22/19	421-4125-536.46-00	40,571	PO 74913 / VORTEX SVCS FY20 PO ROLLOVER		723
	421-4125-536.46-00	25,805	PO 74914 / LORD & COMPANY FY20 PO ROLLOVER		723
	421-4125-536.46-00	69,000	PO 74983 / BARNEY PUMPS FY20 PO ROLLOVER		723
	421-4125-536.64-00	3,956	PO 75051 / COMPRESSED AIR FY20 PO ROLLOVER		723
	421-4125-536.46-00	7,567	PO 75069 / BARNEY PUMPS FY20 PO ROLLOVER		723
	421-4125-536.46-00	2,714	PO 75092 / MEAD & HUNT FY20 PO ROLLOVER		723
01/09/20	421-4125-536.52-00	(5,000)	CORR ACCT FOR SFTWRE LICENSE / INFRAMAP		1347
	421-4125-536.56-15	5,000			
02/26/20	421-4125-536.46-00	(50,811)	TaskOrder 2020-11 Carollo Resolution 2020-115		2039
	421-4125-536.31-03	50,811			
03/17/20	421-4125-536.46-00	(400,000)	Assign AB Project Numbers		2283
	421-4125-536.46-00	(335,000)			
	421-4125-536.64-00	(235,800)			
	421-4125-536.46-00	(100,000)			
	421-4125-536.46-00	(50,000)			
	421-4125-536.46-00	(50,000)			
	421-4125-536.46-00	(38,000)			
	421-4125-536.46-00	(30,000)			
	421-4125-536.46-00	(16,000)			
	421-4125-536.46-00	(15,000)			
	421-4125-536.46-00	(12,500)			
	421-4125-536.46-00	(10,000)			
	421-4125-536.46-00	(8,000)			
	421-4125-536.46-00	(6,000)			
	421-4125-536.46-00	(5,500)			
	421-4125-536.46-00	(300)			
	421-4125-536.46-00	300			
	421-4125-536.46-00	5,500			
	421-4125-536.46-00	6,000			
	421-4125-536.46-00	8,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/20	421-4125-536.46-00	10,000	Assign AB Project Numbers		2283
	421-4125-536.46-00	12,500			
	421-4125-536.46-00	15,000			
	421-4125-536.46-00	16,000			
	421-4125-536.46-00	30,000			
	421-4125-536.46-00	38,000			
	421-4125-536.46-00	50,000			
	421-4125-536.46-00	50,000			
	421-4125-536.46-00	100,000			
	421-4125-536.64-00	235,800			
	421-4125-536.46-00	335,000			
	421-4125-536.46-00	400,000			
05/14/20	421-4125-536.64-00	(3,956)	RECLASS PO 75051 NON CAP		3020
	421-4125-536.52-00	3,956			
06/10/20	421-4125-536.46-00	(10,851)	PRCHSE 2 PORTABLE GENS FOR LIFT STNS / CPUT20PG		3348
11	Budget Amendments/Transfers			Division 4125 Total $138,762	
	86 Total Budget Amendments/Transfers		**WATER/SEWER FUND**	**$3,812,013**	
3570 - STORMWATER UTILITY					
10/23/19	423-3570-538.39-00	(324,134)	BA #20-006-T - STORMWATER IMPROVEMENTS		311
	423-3570-538.63-00	50,000			
	423-3570-538.46-00	80,000			
	423-3570-538.63-00	194,134			
11/22/19	423-3570-538.31-00	2,955	PO 73710 / INFR SOL SVCS FY20 PO ROLLOVER		723
	423-3570-538.31-00	4,500	PO 74218 / MEAD & HUNT FY20 PO ROLLOVER		723
	423-3570-538.63-00	121,380	PO 74643 / GRANITE INLINE FY20 PO ROLLOVER		723
	423-3570-538.34-00	9,240	PO 74857 / GOLD NUGGET FY20 PO ROLLOVER		723
	423-3570-538.46-00	(30,000)	PROVIDE BUDGET TO UPDATE EXISTING STORMWATER MODEL		724
	423-3570-538.31-00	30,000			
	423-3570-538.63-00	58,586	ROLL FY19 BDGT / SW PROJS FY20 BUDGET ROLLOVER		721
01/09/20	423-3570-538.46-00	(2,859)	COVER FLA TODAY ADS STORMWATER ASSESSMENT		1349
	423-3570-538.49-00	2,859			
03/09/20	423-3570-538.46-00	(21,000)	RECLASS PO 75692 TO FUND REQ 40435		2153
	423-3570-538.34-00	21,000			
03/17/20	423-3570-538.64-00	(270,032)	Assign AB Project Numbers		2283
	423-3570-538.46-00	(20,000)			
	423-3570-538.31-33	(6,615)			
	423-3570-538.52-33	(3,360)			
	423-3570-538.52-33	3,360			
	423-3570-538.31-33	6,615			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/20	423-3570-538.46-00	20,000	Assign AB Project Numbers		2283
	423-3570-538.64-00	270,032			
04/08/20	423-3570-538.63-00	(152,000)	HARR ST WQ20 DEMUCK 2020-136		2567
	423-3570-538.46-00	152,000			
05/11/20	423-3570-538.46-00	(11,000)	TAX ROLL UPDATE		2962
	423-3570-538.31-00	11,000			
05/14/20	423-3570-538.46-00	67,189	SOIRL GRANT REIMBURSEMENT CHURCH ST BAFFLE BOX		3030
06/01/20	423-3570-538.46-00	(1,900)	FEC ROW UTILITIES		3303
	423-3570-538.34-00	1,900			
14	Budget Amendments/Transfers		Division 3570 Total	$263,850	
	14 Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$263,850**	
4020 - DYAL PLANT					
11/22/19	426-4020-536.63-00	518,073	PO 74876 / S4 WATER SALES FY20 PO ROLLOVER		723
	426-4020-536.63-00	51,808	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	426-4020-536.63-00	600,000			
06/01/20	426-4020-536.63-00	(190,808)	CORR ACC # BAF 20-063		3300
3	Budget Amendments/Transfers		Division 4020 Total	$979,073	
4055 - ENGINEERING					
11/22/19	426-4055-536.63-00	150,082	PO 74040 / E&D CONTRACT FY20 PO ROLLOVER		723
	426-4055-536.63-00	390,052	PO 74042 / ATLANTIC DEV FY20 PO ROLLOVER		723
	426-4055-536.63-00	4,502	PO 74097 / BUSSEN MAYER FY20 PO ROLLOVER		723
	426-4055-536.63-00	18,538	PO 74152 / CH2M HILL FY20 PO ROLLOVER		723
	426-4055-536.63-00	10,000	PO 74281 / WHARTON SMITH FY20 PO ROLLOVER		723
	426-4055-536.63-00	218,268	PO 74898 / CH2M HILL FY20 PO ROLLOVER		723
	426-4055-536.63-00	34,060	PO 74901 / MEAD & HUNT FY20 PO ROLLOVER		723
	426-4055-536.63-00	12,802	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	426-4055-536.63-00	16,022			
	426-4055-536.63-00	400,000			
	426-4055-536.63-00	698,664			
	426-4055-536.63-00	898,128			
	426-4055-536.63-00	1,185,780			
	426-4055-536.63-00	1,962,023			
	426-4055-536.63-00	2,622,381			
	426-4055-536.63-00	10,378,517			
01/24/20	426-4055-536.63-00	(439,845)	ADDL BUDGET FOR WS17MI TO COVER WS17MI BID COSTS		1557
	426-4055-536.63-00	439,845			
02/26/20	426-4055-536.63-00	(85,466)	Project Retainage Adj Resolution 2020-111		2039
	426-4055-536.63-00	(12,302)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/17/20	426-4055-536.63-00	(13,326,022)	Assign AB Project Numbers		2283
	426-4055-536.63-00	(3,128,564)			
	426-4055-536.63-00	(1,393,750)			
	426-4055-536.63-00	(393,684)			
	426-4055-536.63-00	(325,016)			
	426-4055-536.63-00	325,016			
	426-4055-536.63-00	393,684			
	426-4055-536.63-00	1,393,750			
	426-4055-536.63-00	3,128,564			
	426-4055-536.63-00	13,326,022			
04/22/20	426-4055-536.63-00	(3,874,499)	ALLOC BUDGET FOR CCRIP R 2020-143		2739
	426-4055-536.63-00	(2,355,707)			
	426-4055-536.63-00	(898,128)			
	426-4055-536.63-00	(688,429)			
	426-4055-536.63-00	(190,808)			
	426-4055-536.64-00	1,745,965			
	426-4055-536.62-00	6,305,506			
06/01/20	426-4055-536.63-00	190,808	CORR ACC # BAF 20-063		3300
13 Budget Amendments/Transfers				Division 4055 Total 9,136,759	
4120 - WATER RECLAMATION					
11/22/19	426-4120-536.63-00	6,084	PO 74732 / CAROLLO ENG FY20 PO ROLLOVER		723
	426-4120-536.63-00	72,100	PO 74805 / WPC INDUST FY20 PO ROLLOVER		723
	426-4120-536.63-00	39,072	PO 74872 / DIVERSIFIED EN FY20 PO ROLLOVER		723
	426-4120-536.63-00	37,500	PO 75077 / PITTSBURG TANK FY20 PO ROLLOVER		723
	426-4120-536.63-00	45,300	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
	426-4120-536.63-00	2,690,036			
02/26/20	426-4120-536.63-00	(1,400)	Project Retainage Adj Resolution 2020-111		2039
04/22/20	426-4120-536.63-00	(43,900)	ALLOC BUDGET FOR CCRIP R 2020-143		2739
7 Budget Amendments/Transfers				Division 4120 Total 2,844,792	
23 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**22,960,624**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #

317 Transfers & Amendments between 10/1/2019 and 6/30/2020

FY 2020 TOTAL TRANSFERS & AMENDMENTS	**37,262,745**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2020 - Budget Tracking Worksheets\FY 2020 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 7/10/2020

FY 2020 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 6/30/2020

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/09/19	001-0000-389.99-50	50,000	BA #20-001-A - PLANNING SVCS FOR COCOA PD		238
10/23/19	001-0000-331.20-05	22,166	BA #02-002-A - ACCEPT JAG GRANT FOR PD FOR FY20		312
	001-0000-331.20-12	10,507	BA #02-003-A - ACCEPT BVP GRANT FOR PD FOR FY20		312
11/22/19	001-0000-389.99-50	293,269	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		722
01/13/20	001-0000-343.90-01	9,397	INC FDOT MEDIAN MAINT BUDGET; 2 QTRS FY20		1384
02/26/20	001-0000-337.20-02	16,541	Grant for Lucas System Resolution 2020-009		2039
03/17/20	001-0000-331.20-15	(126,896)	Assign AB Project Numbers		2283
	001-0000-331.20-16	(700)			
	001-0000-331.20-16	(300)			
	001-0000-331.20-16	300			
	001-0000-331.20-16	700			
	001-0000-331.20-15	126,896			
04/01/20	001-0000-389.99-50	191,171	SEAWALL TIEBACKS RVRFRNT		2476
04/08/20	001-0000-331.39-11	195,929	DIXON/BYRD SIDEWALK 2020-132		2578
	001-0000-389.99-50	237,033	PAYOUTS-CM TERM 2020-130		2578
04/22/20	001-0000-331.39-12	25,000	COMMUNITY FORESTS GRANT YEAR 1 OF 3 R 2020-140		2737
	001-0000-389.99-50	25,000			
05/27/20	001-0000-343.39-04	(164,187)	COVID / INCOME DECREASE		3270
	001-0000-389.99-50	(208,000)	COVID / RED REV / EXP		3270
13 Budget Amendments/Transfers			Division 0000 Total	$703,826	
13 Total Budget Amendments/Transfers			**GENERAL FUND**	**$703,826**	
11/22/19	103-0000-389.99-50	300,172	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
02/26/20	103-0000-389.99-50	(14,466)	Project Retainage Adj Resolution 2020-111		2039
2 Budget Amendments/Transfers			Division 0000 Total	$285,706	
2 Total Budget Amendments/Transfers			**CDBG**	**$285,706**	
11/22/19	104-0000-389.99-50	400,000	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
01/13/20	104-0000-389.99-10	3,863	INC HOME GRANT CRRYFORWRD MATCH HOME AGREEMENT		1385
2 Budget Amendments/Transfers			Division 0000 Total	$403,863	
2 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$403,863**	
11/22/19	108-0000-389.99-50	834,332	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/11/19	108-0000-381.91-01	19,937	SEC 108 LOAN SUBSIDY FEE JOE LEE SMITH CTR CONST		1106
	108-0000-389.99-50	(894,000)	SEC 108 LOANPROC HUD NOTE JOE LEE SMITH CENTER PROJ		1104
	108-0000-384.00-00	894,000			
02/26/20	108-0000-389.99-50	(6,630)	Project Retainage Adj Resolution 2020-111		2039
4	Budget Amendments/Transfers		Division 0000 Total	$847,639	
	4 Total Budget Amendments/Transfers		**SEC 108 LOAN GUARANTEE**	**$847,639**	
11/22/19	110-0000-389.99-50	117,266	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
	110-0000-389.99-10	221,427	ROLL FY19 BDGT LEE WENNER FY20 BUDGET ROLLOVER		720
12/11/19	110-0000-389.99-50	138,889	C&D CONST C/O #1 AGENDA 19-653		1107
3	Budget Amendments/Transfers		Division 0000 Total	$477,582	
	3 Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$477,582**	
11/22/19	111-0000-389.99-50	47,488	MOVE FUNDS FROM REVENUES FY20 PO ROLLOVER		722
1	Budget Amendments/Transfers		Division 0000 Total	$47,488	
	1 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$47,488**	
11/22/19	301-0000-389.99-50	2,774,807	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	301-0000-389.99-50	281,234	ROLL FY19 BDGT DR JOE LEE FY20 BUDGET ROLLOVER		720
02/26/20	301-0000-389.99-50	(47,364)	Project Retainage Adj Resolution 2020-111		2039
3	Budget Amendments/Transfers		Division 0000 Total	$3,008,677	
	3 Total Budget Amendments/Transfers		**CAPITAL PROJECTS FUND**	**$3,008,677**	
11/22/19	302-0000-389.99-50	1,633,745	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	302-0000-389.99-50	2,474,143	ROLL FY19 BDGT HURR IRMA FY20 BUDGET ROLLOVER		720
12/11/19	302-0000-381.91-10	138,889	C&D CONST C/O #1 AGENDA 19-653		1107
	302-0000-381.91-10	148,878	COCOA CRA TXFR-PROMENADE RVRFRNT PROM OVERLOOKS		1102
	302-0000-381.91-10	100,000	COCOA CRA TXFR-PROMENADE RVRFRNT PROMENADE ENHNCE		1102
	302-0000-389.99-50	(225,000)	ROLL FIND GRANT REV #BV-CO-17-134		1100
	302-0000-337.30-15	225,000			
	302-0000-389.99-50	(427,100)	ROLL FIND GRANT REV #BV-CO-17-139E		1100
	302-0000-337.30-16	427,100			
02/26/20	302-0000-389.99-50	(16,099)	Project Retainage Adj Resolution 2020-111		2039
	302-0000-389.99-50	(1,719,250)	Reverse Duplicate Entry Resolution 2020-110		2039
04/01/20	302-0000-381.91-01	191,171	SEAWALL TIEBACKS RVRFRNT		2476
10	Budget Amendments/Transfers		Division 0000 Total	$2,951,477	
	10 Total Budget Amendments/Transfers		**RIVERFRONT/LEE WENNER PK**	**$2,951,477**	
11/22/19	303-0000-389.99-50	1,500,000	ROLL FY19 BDGT FISKE BLVD FY20 BUDGET ROLLOVER		720
1	Budget Amendments/Transfers		Division 0000 Total	$1,500,000	
	1 Total Budget Amendments/Transfers		**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
11/22/19	421-0000-389.99-50	1,895,690	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/22/19	421-0000-389.99-50	1,072,363	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
06/24/20	421-0000-389.99-50	210,990	FEMA MIT GRANT/LIFT STN 1 PR 4337-232-R/CON# H0477		3536
	421-0000-331.30-02	632,970			
3	Budget Amendments/Transfers		Division 0000 Total	$3,812,013	
	3 Total Budget Amendments/Transfers		**WATER/SEWER FUND**	**$3,812,013**	
11/22/19	423-0000-389.99-50	138,075	MOVE FUNDS FROM RESERVE FY20 PO ROLLOVER		723
	423-0000-389.99-50	58,586	ROLL FY19 BDGT / SW PROJS FY20 BUDGET ROLLOVER		721
05/14/20	423-0000-338.10-02	67,189	SOIRL GRANT REIMBURSEMENT CHURCH ST BAFFLE BOX		3030
3	Budget Amendments/Transfers		Division 0000 Total	$263,850	
	3 Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$263,850**	
11/22/19	426-0000-389.99-50	1,498,331	MOVE FUNDS FROM RESERVES FY20 PO ROLLOVER		723
	426-0000-389.99-50	21,561,461	ROLL FY19 BDGT / UT PROJS FY20 BUDGET ROLLOVER		721
02/26/20	426-0000-389.99-50	(99,168)	Project Retainage Adj Resolution 2020-111		2039
3	Budget Amendments/Transfers		Division 0000 Total	$22,960,624	
	3 Total Budget Amendments/Transfers		**WS CPTL PROJ 2018B**	**$22,960,624**	
48	**Transfers & Amendments between 10/1/2019 and 6/30/2020**				
			FY 2020 TOTAL TRANSFERS & AMENDMENTS	**37,262,745**	

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2020 - Budget Tracking Worksheets\FY 2020 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 7/10/2020

Legislation Details (With Text)

File #:	20-424	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/10/2020			**In control:**	City Council
On agenda:	7/22/2020			**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:	Contingency Report June 2020.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 10, 2020
Agenda Date: July 22, 2020
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of June 30, 2020. 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.

FY2020 Change Orders - CM authorized to execute

applied to contingency | as of: 6/30/2020

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.	FY19 Cum.	FY20 Cum.	FY2020 Expenditures	FY2019 Expenditures
PW20PS												
Op. Rev.		293,207.55	6/10/2020	2020-167								
Project Manager: Abigail Morgan		26,655.23	contingency and other costs authorized									
account #	001-3510-541.46-00	266,552.32	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Asphalt Paving			FY2020	41013	266,552.32	$ 266,552.32			$ 266,552.32	$ -	
	Contractor PO# PO# 76665											
		26,655	**^contingency balance-->(And other costs)**									
PW20SW												
Op. Rev.		195,928.62	4/8/2020	2020-138								
Project Manager: Frank Mirabito		8,833.00	contingency and other costs authorized									
account #	001-3510-541.63-04	187,095.62	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Parkit Construction, Inc.			FY2020	40686	187,095.62	$ 187,095.62			$ 187,095.62	$ -	
	Contractor PO# PO# 76438											
		8,833	**^contingency balance-->(And other costs)**									
SW20RC												
Op. Rev.		217,415.00	4/8/2020	2020-135								
Project Manager: Abigail Morgan		19,765.00	contingency and other costs authorized									
account #	423-3570-538.46-00	197,650.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	C&D Construction			FY2020	40824	197,650.00	$ 197,650.00			$ 197,650.00	$ -	
	Contractor PO# PO# 76547											
		19,765	**^contingency balance-->(And other costs)**									
WS19MH												
Op. Rev.		399,028.00	3/25/2020	2020-129								
Project Manager:		36,275.00	contingency and other costs authorized									
account #	421-4125-536.46-00	362,753.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	VacVision Environmental LLC/Vortex			Fy2020	40623	362,753.00	$ 362,753.00			$ 362,753.00	$ 210,973.05	
	Contractor PO# PO# 76370											
		36,275	**^contingency balance-->(And other costs)**									
ES17HI	Promenade and Improvements											
Op. Rev.		1,280,728.94	1/30/2020 & 3/25/2020	2020-109*								
Project Manager: Gary Palmer		285,170.94	contingency and other costs authorized	(2020-128 Additional Budget)								
account #	302-3580-572.63-04	995,558.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	302-3580-572.63-05 Improvements											
	Rush Marine			FY2020	40320	995,558.00	$ 1,186,728.94			$ 1,186,728.94	$ 793,894.00	
	Contractor PO#76074			Eng Costs	40470	15,000.00					$ 7,458.01	ENG
	Universal Engineering			CO#1	40609	191,170.94						
	Contractor PO# 76231											
		79,000	**^contingency balance-->(And other costs)**									
ES17HI	T-Dock & Day Slips											
Op. Rev.		1,828,781.71	5/8/19 & 12/11/19 (Contingency Added)	2019-111								
Project Manager: Gary Palmer		93,981.71	contingency and other costs authorized									
account #	302-3580-572.63-04	1,734,800.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	302-3580-572.63-01											
	302-3580-572-63-03			FY2020	38506	1,734,800.00						
	C&D Construction			CO#1	39969	53,981.71	$ 1,788,781.71			$ 1,788,781.71	$ 1,533,957.82	
	Contractor PO#74682			Impact Fees	RDP #92519	10,000.00						
	Brevard County Permit RDP											
		30,000	**^contingency balance-->(And other costs)**									
WS20ST	Lift Station #2 Panel Rehabilitation											
Op. Rev.		171,120.00	10/24/2019	2019-088								
Project Manager: Utilities		22,320.00	contingency authorized									
account #	421-4125-536.46-00	148,800.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Parkit Construction			FY2020	39694	148,800.00	$ 157,914.00			$ 157,914.00	$ 134,210.60	
	Contractor PO# 75641			CO#1	40503	3,925.85						
				CO#2	40933	5,188.15						
		13,206	**^contingency balance-->**									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.	FY19 Cum.	FY20 Cum.	FY2020 Expenditures	FY2019 Expenditures
CP1504	Dr. Joe Lee Smith Center											
Op. Rev.		4,839,571.00	1/9/2019 & 6/12/2019	2019-004 & 2019-052								
Project Manager: Gary Palmer		289,558.00	contingency authorized									
account #	301-3580-519.62-00	4,550,013.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	W & J Construction		*FY 19 PO ISSUE*	FY2019	37879	170,144.00	$ 4,711,629.36	$ 170,144.00	$ 4,379,869.00	$ 4,711,629.36	$ 4,061,075.44	$ 616,134.43
	Contractor PO# 74150		CO#1	FY2020	38708	4,379,869.00						
			CO#5	CO#1	40319	79,892.29						
			CO#6	CO#2	40770	38,461.37						
			CO#7	CO#5	40826	43,262.70						
		127,942	**^contingency balance-->**									
WS1431	North Tropical Trail Looping Improvements											
Op. Rev.		1,231,048.17	12/12/2018	2018-114								
Project Manager: Utilities		111,913.47	contingency authorized									
account #	426-4055-536.63-00	1,119,134.70	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Atlantic Development of Cocoa		*FY 19 PO ISSUE*	FY2019	37710	1,119,134.70	$ 1,079,646.18	$ 1,119,134.70	$ 1,159,239.19	$ 1,079,646.18	1,025,663.87	$ 699,622.09
	Contractor PO# 74042		CO#1		37978	16,542.60						
			CO#2		38879	23,561.89						
*Bond			*CO#3*		40322	(79,593.01)						
		71,809	**^contingency balance-->**									
WS1001	Industrial Park Pump Station											
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138								
Project Manager Utilities		444,500.00	10% contingency authorized			63-00						
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY18 cum	FY19 cum	FY20 cum		
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00					
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41					
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91					
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53					
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91		v			
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98		v			
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09		v			
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09					
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47					
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12					
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12					
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32					
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98					
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83					
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17					
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97					
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58					
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97					
							4,667,012.97					
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67					
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28					
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58	420,315.30				
					34893	9,984.39	$ 4,667,012.97	$ 430,299.69				
			PO#73686	FY2019		1,000.00						
		209,868	^contingency balance-->									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY18 Cum.	FY19 Cum.	FY20 Cum.	FY2020 Expenditures	FY2019 Expenditures
WS1222	BNR Process Improvements												
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083									
account #421-4120-536.63-00 + 64-00		603,099.13	contingency authorized										
		2,753,375.93	constr' exp authorized before contingency										
				2018-083									
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037									
$5k reimburse check for overprnt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order										
		76,000	Emergency Task Order authorized ($76k before task order contingency)										
						63-00	64-00	Cumulative	FY18 cum	FY19 cum	FY20 cum		FY19
Brandes Design-Build, Inc. FY2013 PO# 62086													
Bid No. B-13-11-COC													
Brandes Design-Build, Inc. FY2014 PO# 62605				FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00		$ 98,983.65			
Brandes Design-Build, Inc. FY2015 PO# 64940			FY13 Year-End PO Liquidation			(1,200,550.00)	(1,528,450.00)			$ 98,983.65			
			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00					
Brandes Design-Build, Inc. FY2016 PO# 67346			CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29					
CDM Smith FY2016 PO# 67329 + 67528 + 67529			FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73					
JoBear Contracting FY2016 PO# 68561			FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29					
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29					
					26917	10,200.00		2,823,016.29					
Brandes FY2017 PO# 69615 / FY2018 PO#71959			CO #3 Cable Tray		27079	5,978.14		2,828,994.43					
			CO #4 to Remove Sludge		27209	10,000.00		2,838,994.43					
CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534			*FY15 Year End PO Liquidation*			(79,836.05)		2,759,158.38					
			FY16 PO Issue	FY2016	29212	79,836.05		2,838,994.43					
					29249	32,800.00		2,871,794.43					
			CO#1		29329	(5,000.00)		2,866,794.43					
			CO#2		29212	4,151.50		2,870,945.93					
			CO#3		29905	5,327.32		2,876,273.25					
			CO#4		30046	(5,327.32)		2,870,945.93					
			Jobear P.O. 68561		30751	100,378.50		2,971,324.43					
			FY16 Liquidated		30751	(83,785.50)		2,887,538.93					
SISCO FY2016 PO# 68047			SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16		2,892,624.09					
			FY16 Year End PO Liquidation			(34,482.06)		2,858,142.03					
			FY17PO#69615 Brandes	FY2017	31932	33,812.06		2,891,954.09		-			
			PO# 69522 CDM Smith		31954	670.00		2,892,624.09		84,072.06			
			PO# 69522 CDM Smith		32776	13,250.00		2,905,874.09		84,072.06			
						(33,812.06)		2,872,062.03		84,072.06			
							(13.25)	2,872,048.78					
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25		2,872,062.03	13.25				
			CO#1 PO#69522 CDM Smith		34650	36,340.00		2,908,402.03	36,353.25	1			
			CO#2 CDM SMITH		34520	86,975.40							
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06		$ 2,942,214.09	$ 70,165.31				
			CO#1		36547	11,430.00		$ 2,953,644.09		$ 11,430.00			
Maxwell Contracting, Inc. FY2015 PO#066365			Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		$ 76,000.00					
Emergency - compromise of existing expansion joint						this portion is complete; project is incomplete							
		341,480	^contingency balance--> for Brandes Design-Build										
		10,000	^contingency balance--> for Maxwell Contracting										

Legislation Details (With Text)

File #:	20-425	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/10/2020			**In control:**	City Council
On agenda:	7/22/2020			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget By Classification June 2020.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 10, 2020
Agenda Date: July 22, 2020
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending June 2020 (FY20) provide information for the four major funds: General Fund, Water/Sewer Fund, Water/Sewer Capital Projects 2018B Fund and the Storm Water Fund. This June 2020 (FY20) 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 four major funds: General Fund, Water & Sewer and Water Sewer Capital Projects 2018B, 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 four major funds: General Fund, Water & Sewer, Water & Sewer Capital Projects 2018B 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 2020 Budget by Classification Report - Summary Listing

6/30/2020

Target for June 2020 is 75%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 9,684,925		$ 8,700,078	$ 984,847	90%
OTHER PERMITS AND FEES	$ 4,566,282		$ 3,891,208	$ 675,074	85%
INTERGOVERNMENTAL	$ 2,490,394		$ 1,990,782	$ 499,612	80%
CHARGES FOR SERVICES	$ 11,925,767		$ 8,750,942	$ 3,174,825	73%
FINES AND FORFEITURES	$ 20,930		$ 13,145	$ 7,785	63%
MISCELLANEOUS	$ 1,169,588		$ 682,919	$ 486,669	58%
OTHER SOURCES (NON-REVENUE)	$ 10,877,566		$ 6,319,987	$ 4,557,579	58%
REVENUE TOTALS	**$ 40,735,452**		**$ 30,349,060**	**$ 10,386,392**	**75%**
EXPENSE					
SALARIES AND BENEFITS	$ 25,024,168	$ 1,301	$ 16,309,823	$ 8,713,044	65%
OPERATING EXPENDITURES	$ 11,492,849	$ 2,644,069	$ 6,587,043	$ 2,261,737	80%
CAPITAL OUTLAY	$ 1,043,287	$ 391,854	$ 475,252	$ 176,181	83%
GRANTS, AIDS AND OTHER	$ 3,175,148	$ -	$ 1,566,866	$ 1,608,282	49%
EXPENSE TOTALS	**$ 40,735,452**	**$ 3,037,224**	**$ 24,938,984**	**$ 12,759,244**	**69%**
REVENUE TOTALS	**$ 40,735,452**	**$ -**	**$ 30,349,060**	**$ 10,386,392**	**75%**
EXPENSE TOTALS	**$ 40,735,452**	**$ 3,037,224**	**$ 24,938,984**	**$ 12,759,244**	**69%**
	$ -	**$ (3,037,224)**	**$ 5,410,076**	**$ (2,372,852)**	

*Unaudited

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	369,343	56,806.53	15	6,216,058	6,023,708.42	97	6,216,058	192,349.58
20	00	DELINQUENT TAXES	1,000	9.04	1	14,000	2,856.17	20	14,999	12,142.83
25	00	PENALTIES RE: TAXES	2,000	2,030.95	102	5,000	8,189.13	164	5,000	3,189.13-
30	00	TAX CERTIFICATES	200,000	276,228.99	138	200,000	276,228.99	138	200,000	76,228.99-
311	**	AD VALOREM	572,343	335,075.51	59	6,435,058	6,310,982.71	98	6,436,057	125,074.29
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	46,916	48,394.35	103	422,244	448,184.98	106	563,001	114,816.02
312	**	SALES USE AND FUEL TAXES	46,916	48,394.35	103	422,244	448,184.98	106	563,001	114,816.02
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	125,000	125,166.08	100	1,125,000	1,041,162.55	93	1,500,000	458,837.45
30	00	WATER-COCOA	29,972	30,054.93	100	269,748	272,794.88	101	359,667	86,872.12
40	00	GAS	1,433	6,512.76	455	12,897	24,098.56	187	17,200	6,898.56-
80	00	PROPANE	1,666	2,021.84	121	14,994	16,001.31	107	20,000	3,998.69
314	**	UTILITY SERVICE TAX	158,071	163,755.61	104	1,422,639	1,354,057.30	95	1,896,867	542,809.70
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	52,000	51,475.49	99	468,000	457,349.41	98	624,000	166,650.59
315	**	COMMUNICATION SERVICE TAX	52,000	51,475.49	99	468,000	457,349.41	98	624,000	166,650.59
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	13,750	1,233.23	9	123,750	129,503.22	105	165,000	35,496.78
316	**	LOCAL BUSINESS TAX	13,750	1,233.23	9	123,750	129,503.22	105	165,000	35,496.78
310	***	TAXES	843,080	599,934.19	71	8,871,691	8,700,077.62	98	9,684,925	984,847.38
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
00	00	BUILDING PERMITS	19,833	26,285.00	133	178,497	286,139.78	160	238,000	48,139.78-
10	00	TRAINING SURCHARGE	66	45.00	68	594	1,189.94	200	800	389.94-
322	**	BUILDING PERMITS	19,899	26,330.00	132	179,091	287,329.72	160	238,800	48,529.72-
323		FRANCHISE FEES								
10	00	ELECTRICITY	109,955	183,152.59	167	989,595	686,875.86	69	1,319,469	632,593.14
40	00	GAS	2,900	7,434.18	256	26,100	29,587.30	113	34,800	5,212.70
70	00	SOLID WASTE	15,641	15,478.22	99	140,769	147,541.80	105	187,703	40,161.20
323	**	FRANCHISE FEES	128,496	206,064.99	160	1,156,464	864,004.96	75	1,541,972	677,967.04
325		SPECIAL ASSESSMENT								

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
12	*	SERVICE	0	.00		0	.00		0	.00
22	01	CHARGES FOR PUBLIC SVCS	0	37,841.09		2,620,000	2,528,880.95	97	2,620,000	91,119.05
22	02	DELINQUENT TAX	166	7.15	4	1,494	416.05	28	2,000	1,583.95
22	03	PENALTIES	0	1,014.91		2,000	1,895.85	95	2,000	104.15
22	04	TAX CERTIFICATES	150,000	170,244.79	114	150,000	170,244.79	114	150,000	20,244.79-
22	*	FIRE PROTECTION	150,166	209,107.94	139	2,773,494	2,701,437.64	97	2,774,000	72,562.36
325	**	SPECIAL ASSESSMENT	150,166	209,107.94	139	2,773,494	2,701,437.64	97	2,774,000	72,562.36
329		OTHER PERMITS & FEES								
25	00	PLANNING AND ZONING	833	110.00	13	7,497	36,230.72	483	10,000	26,230.72-
35	00	FIRE INSPECTIONS	125	.00		1,125	2,205.00	196	1,510	695.00-
329	**	OTHER PERMITS & FEES	958	110.00	12	8,622	38,435.72	446	11,510	26,925.72-
320	***	OTHER PERMITS & FEES	299,519	441,612.93	147	4,117,671	3,891,208.04	95	4,566,282	675,073.96
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
20	01	RES OFFCR - CTY CONTRACT	0	36,960.00		117,000	88,960.00	76	156,000	67,040.00
20	05	DEPT OF JUSTICE GRANTS	22,166	.00		22,166	24,879.00	112	22,166	2,713.00-
20	12	BULLET PROOF GRANT	10,507	.00		10,507	2,504.40	24	10,507	8,002.60
20	15	VICTIMS OF CRIME ACT GRNT	10,574	10,564.65	100	95,166	60,275.39	63	126,896	66,620.61
20	16	INTERNET CRIMES GRANT	833	.00		7,497	.00		10,000	10,000.00
20	*	PUBLIC SAFETY	44,080	47,524.65	108	252,336	176,618.79	70	325,569	148,950.21
39	11	FHA/FDOT LAP441205-1-5801	32,655	.00		97,965	.00		195,929	195,929.00
39	12	USDA/FOREST SVC 26866	4,167	.00		12,501	.00		25,000	25,000.00
39	*	OTHER PHYSCAL ENVIRONMENT	36,822	.00		110,466	.00		220,929	220,929.00
50	01	FEMA DISASTER RELIEF	0	.00		0	495,681.37		0	495,681.37-
50	*	ECONOMIC ENVIRONMENT	0	.00		0	495,681.37		0	495,681.37-
331	**	FEDERAL GRANTS	80,902	47,524.65	59	362,802	672,300.16	185	546,498	125,802.16-
333		PAYMENT IN LIEU OF TAXES								
90	00	HOUSING AUTHORITY	0	26,000.74		45,000	26,000.74	58	45,000	18,999.26
333	**	PAYMENT IN LIEU OF TAXES	0	26,000.74		45,000	26,000.74	58	45,000	18,999.26

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
330	INTERGOVERNMENTAL REVENUE								
333	PAYMENT IN LIEU OF TAXES								
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	7,212.79		0	7,212.79-
50 *	ECONOMIC ENVIRONMENT	0	.00		0	7,212.79		0	7,212.79-
334 **	STATE GRANT	0	.00		0	7,212.79		0	7,212.79-
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	43,703	25,611.64	59	393,327	373,607.99	95	524,436	150,828.01
12 20	8TH CNT MUNICIPAL GAS TAX	13,605	7,499.72	55	122,445	109,401.65	89	163,268	53,866.35
12 *	STATE REVENUE SHARING	57,308	33,111.36	58	515,772	483,009.64	94	687,704	204,694.36
14 00	MOBILE HOME LICENSES	1,833	206.75	11	16,497	20,824.69	126	22,000	1,175.31
15 00	ALCOHOLIC BEVERAGE	21,717	.00		21,717	21,471.69	99	21,717	245.31
18 00	LOCAL GOVERNMENT 1/2 CENT	92,494	75,536.56	82	832,446	741,644.56	89	1,109,934	368,289.44
21 00	FIREFIGHTER SUPPLEMENTAL	4,000	.00		12,000	4,400.00	37	16,000	11,600.00
41 00	FUEL TAX REFUNDS	0	7,227.02		18,750	13,917.24	74	25,000	11,082.76
335 **	STATE SHARED REVENUES	177,352	116,081.69	66	1,417,182	1,285,267.82	91	1,882,355	597,087.18
337	GRANTS FROM LOCAL UNITS								
20 02	BC EMS GRANT 2020 AWARD	2,068	.00		10,340	.00		16,541	16,541.00
337 **	GRANTS FROM LOCAL UNITS	2,068	.00		10,340	.00		16,541	16,541.00
330 ***	INTERGOVERNMENTAL REVENUE	260,322	189,607.08	73	1,835,324	1,990,781.51	109	2,490,394	499,612.49
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
30 00	ADMINISTRATIVE FEES	528,666	528,667.00	100	4,757,994	4,758,003.00	100	6,343,999	1,585,996.00
31 00	ADMIN FEES STORMWATER	14,350	14,350.00	100	129,150	129,150.00	100	172,205	43,055.00
40 00	CERTIFY/COPY/SEARCH	8,000	11,894.50	149	72,000	85,460.01	119	96,000	10,539.99
90 12	PASSPORT EXECUTION FEES	341	.00		3,069	2,590.00	84	4,100	1,510.00
341 **	GENERAL GOVERNMENT	551,357	554,911.50	101	4,962,213	4,975,203.01	100	6,616,304	1,641,100.99
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	2,500	.00		22,500	10,243.00	46	30,000	19,757.00
90 00	OTHER PUBLIC SAFETY	0	.00		0	1,000.00		0	1,000.00-
90 01	FALSE ALARM FEES	925	440.00	48	8,325	3,980.00	48	11,100	7,120.00
90 *	OTHER PUBLIC SAFETY	925	440.00	48	8,325	4,980.00	60	11,100	6,120.00
342 **	PUBLIC SAFETY	3,425	440.00	13	30,825	15,223.00	49	41,100	25,877.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
342	PUBLIC SAFETY								
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	35,792	1,705,967.51	4766	322,128	328,607.03	102	429,507	100,899.97
37 11	ROCKLEDGE	22,610	24,186.47	107	203,490	216,884.28	107	271,325	54,440.72
37 12	SUN LAKE	298	323.76	109	2,682	2,870.58	107	3,578	707.42
37 13	CLNY PK-M.I.UTIL CO.	160	160.74	101	1,440	1,433.54	100	1,929	495.46
37 16	COCOA BEACH	9,337	9,389.85	101	84,033	84,598.48	101	112,044	27,445.52
37 17	CAPE CANAVERAL	7,707	7,702.08	100	69,363	69,717.91	101	92,491	22,773.09
37 18	TITUSVILLE	336	357.96	107	3,024	3,168.54	105	4,032	863.46
37 *	WATER BILLING SERVICES	76,240	1,748,088.37	2293	686,160	707,280.36	103	914,906	207,625.64
39 01	SERVICE CHARGES	30,827	39,962.11	130	277,443	310,048.31	112	369,924	59,875.69
39 03	ADMIN CHARGES	31,675	30,890.00	98	285,075	289,897.44	102	380,100	90,202.56
39 04	PENALTIES	37,735	11,241.34	30	569,474	389,133.58	68	682,686	293,552.42
39 05	NSF CHECKS	2,714	1,690.74	62	24,426	23,347.50	96	32,575	9,227.50
39 *	WATER OTHER INCOME	102,951	83,784.19	81	1,156,418	1,012,426.83	88	1,465,285	452,858.17
41 10	SOLID WASTE	164,908	153,306.22	93	1,484,172	1,454,238.95	98	1,978,903	524,664.05
41 20	RECYCLING REVENUE	18,065	17,649.43	98	162,585	165,353.68	102	216,789	51,435.32
41 30	GREEN WASTE	15,449	15,111.84	98	139,041	141,773.50	102	185,394	43,620.50
41 *	GARBAGE COLLECTION	198,422	186,067.49	94	1,785,798	1,761,366.13	99	2,381,086	619,719.87
45 10	BILLING FEE - WASTE MGMT	8,240	17,600.94	214	74,160	69,969.44	94	98,882	28,912.56
45 20	SALE-RECYCLEABLE MTRL	41	.00		369	.00		500	500.00
45 *	GARBAGE-OTHER REVENUE	8,281	17,600.94	213	74,529	69,969.44	94	99,382	29,412.56
90 01	FDOT MEDIAN MAINT	1,044	.00		45,516	13,084.00	29	61,733	48,649.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	108,023	4,168.50-	4	216,046	105,938.50	49	216,046	110,107.50
90 *	OTHER PHYSICAL ENVIRON	109,067	4,168.50-	4	261,562	119,022.50	46	277,779	158,756.50
343 **	PHYSICAL ENVIRONMENT	494,961	2,031,372.49	410	3,964,467	3,670,065.26	93	5,138,438	1,468,372.74
347	CULTURE/RECREATION								
39 10	PORCHER HOUSE - REVENUES	3,333	5,236.33	157	29,997	28,567.84	95	40,000	11,432.16
39 11	TENANT MAINTENANCE FEES	100	231.68	232	900	807.44	90	1,200	392.56
39 20	COCOA CIVIC CENTER	3,333	5,449.25	164	29,997	29,477.21	98	40,000	10,522.79
39 30	RIVERFRONT PARK	1,666	25.00-	2	14,994	16,898.89	113	20,000	3,101.11
39 *	OTHER CULTURAL SERVICES	8,432	10,892.26	129	75,888	75,751.38	100	101,200	25,448.62
40 05	SPECIAL EVENT PERMITS	1,250	.00		11,250	3,385.00	30	15,000	11,615.00
40 *	SPECIAL EVENTS	1,250	.00		11,250	3,385.00	30	15,000	11,615.00

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
340	CHARGES FOR SERVICES								
347	CULTURE/RECREATION								
50 10	EVENT FEES	605	248.82-	41	5,445	3,964.15	73	7,267	3,302.85
50 30	ADVERTISING/SPONSORSHIPS	538	.00		4,842	7,350.00	152	6,458	892.00-
50 *	SPECIAL REC FACILITIES	1,143	248.82-	22	10,287	11,314.15	110	13,725	2,410.85
347 **	CULTURE/RECREATION	10,825	10,643.44	98	97,425	90,450.53	93	129,925	39,474.47
340 ***	CHARGES FOR SERVICES	1,060,568	2,597,367.43	245	9,054,930	8,750,941.80	97	11,925,767	3,174,825.20
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,744	1,160.96	67	15,696	13,145.21	84	20,930	7,784.79
351 **	JUDGMENTS AND FINES	1,744	1,160.96	67	15,696	13,145.21	84	20,930	7,784.79
350 ***	FINES AND FORFEITURES	1,744	1,160.96	67	15,696	13,145.21	84	20,930	7,784.79
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	7,083	7,253.66	102	63,747	66,017.40	104	85,000	18,982.60
10 02	INVESTMENT INTEREST	0	413.31		0	5,306.80		0	5,306.80-
10 10	SBA	0	239.81		0	5,534.07		0	5,534.07-
10 *	INTEREST	7,083	7,906.78	112	63,747	76,858.27	121	85,000	8,141.73
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	7,083	7,906.78	112	63,747	76,858.27	121	85,000	8,141.73
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	10,490	1,500.00	14	94,410	109,309.06	116	125,886	16,576.94
362 **	RENT AND ROYALTIES	10,490	1,500.00	14	94,410	109,309.06	116	125,886	16,576.94
364	DISPOSITION FIXED ASSETS								
10 00	GAIN/(LOSS)	0	.00		0	34,856.73		0	34,856.73-
364 **	DISPOSITION FIXED ASSETS	0	.00		0	34,856.73		0	34,856.73-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	.00		0	5,996.89		0	5,996.89-
365 **	SALE SURPLUS MTRLS &SCRAP	0	.00		0	5,996.89		0	5,996.89-

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
365	SALE SURPLUS MTRLS &SCRAP								
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	20,271	.00		360,168	60,000.00	17	420,985	360,985.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	20,271	.00		360,168	60,000.00	17	420,985	360,985.00
368	PENSION CONTRIBUTIONS								
21 00	POLICE STATE CONTRIBUTION	0	.00		0	.00		171,608	171,608.00
22 00	FIRE STATE CONTRIBUTION	0	.00		0	.00		109,865	109,865.00
368 **	PENSION CONTRIBUTIONS	0	.00		0	.00		281,473	281,473.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	6,250	24,632.31	394	56,250	95,603.96	170	75,000	20,603.96-
90 02	POLICE SECURITY SERVICES	3,895	.00		35,055	30,115.00	86	46,744	16,629.00
90 03	CODE ENF ABATE/DEMO REV	6,250	2,575.61	41	56,250	146,466.41	260	75,000	71,466.41-
90 04	MISC. POLICE REVENUES	83	247.61	298	747	3,499.62	469	1,000	2,499.62-
90 05	INVESTIGATIVE COSTS REIM	4,250	4,785.90	113	38,250	51,692.45	135	51,000	692.45-
90 09	PROPERTY REGISTRATION	625	300.00	48	5,625	9,700.00	172	7,500	2,200.00-
90 *	OTHER MISC REVENUES	21,353	32,541.43	152	192,177	337,077.44	175	256,244	80,833.44-
96 00	INSURANCE REFUND/PROCEEDS	0	500.00		0	58,820.37		0	58,820.37-
369 **	OTHER MISC REVENUES	21,353	33,041.43	155	192,177	395,897.81	206	256,244	139,653.81-
360 ***	MISCELLANEOUS REVENUES	59,197	42,448.21	72	710,502	682,918.76	96	1,169,588	486,669.24
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 10	TRF FROM COCOA CRA (110)	21,438	12,500.00	58	192,942	163,258.45	85	257,258	93,999.55
91 *	TRANSFER FROM	21,438	12,500.00	58	192,942	163,258.45	85	257,258	93,999.55
381 **	INTERFUND TRANSFER	21,438	12,500.00	58	192,942	163,258.45	85	257,258	93,999.55
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS	574,918	574,919.00	100	5,174,262	5,174,271.00	100	6,899,025	1,724,754.00
40 01	6% PILOFF	109,162	109,162.00	100	982,458	982,458.00	100	1,309,948	327,490.00
40 *	CONTRIBUTIONS	684,080	684,081.00	100	6,156,720	6,156,729.00	100	8,208,973	2,052,244.00
382 **	CONTRIBUTIONS ENTERPRISE	684,080	684,081.00	100	6,156,720	6,156,729.00	100	8,208,973	2,052,244.00

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
380		OTHER SOURCES(NON-REV)								
382		CONTRIBUTIONS ENTERPRISE								
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384		DEBT PROCEEDS								
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	10	CASH CARRY FORWARD	528	.00		4,752	.00		6,339	6,339.00
99	50	FUND BAL-APPROP. RESERVES	216,139	.00		1,756,580	.00		2,404,996	2,404,996.00
99	*	BALANCE FORWARD	216,667	.00		1,761,332	.00		2,411,335	2,411,335.00
389	**	NON OPERATING SOURCES	216,667	.00		1,761,332	.00		2,411,335	2,411,335.00
380	***	OTHER SOURCES(NON-REV)	922,185	696,581.00	76	8,110,994	6,319,987.45	78	10,877,566	4,557,578.55
FUND TOTAL		GENERAL FUND	3,446,615	4,568,711.80	133	32,716,808	30,349,060.39	93	40,735,452	10,386,391.61

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2648	2550.00	96	23832	22950.00	96	.00	31777	8827.00	72
11 **	EXECUTIVE SALARIES	2648	2550.00	96	23832	22950.00	96	.00	31777	8827.00	72
12-00	REGULAR SALARIES & WAGES	1059079	867277.30	82	9683663	8372320.32	87	.00	12861020	4488699.68	65
12-06	SALARIES/CONTRACTUAL	2083	.00	0	18747	5740.00	31	.00	25000	19260.00	23
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	28918	6157.08	21	100214	275398.43	275	.00	186986	88412.43-	147
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1090080	873434.38	80	9802624	8653458.75	88	.00	13073006	4419547.25	66
13-00	OTHER SALARIES & WAGES	59166	48417.53	82	606879	517427.23	85	.00	784442	267014.77	66
13 **	OTHER SALARIES & WAGES	59166	48417.53	82	606879	517427.23	85	.00	784442	267014.77	66
14-00	OVERTIME	39398	33412.68	85	310439	292010.91	94	.00	428703	136692.09	68
14-01	COMP TIME	583	.00	0	5247	.00	0	.00	7000	7000.00	0
14 **	OVERTIME	39981	33412.68	84	315686	292010.91	93	.00	435703	143692.09	67
15-00	SPECIAL PAY	28149	22103.92	79	253341	252878.36	100	.00	337800	84921.64	75
15 **	SPECIAL PAY	28149	22103.92	79	253341	252878.36	100	.00	337800	84921.64	75
20-00	CLOTHING/SHOE ALLOWANCE	1801	7400.00	411	16384	18122.50	111	.00	21815	3692.50	83
20 **	CLOTHING/SHOE ALLOWANCE	1801	7400.00	411	16384	18122.50	111	.00	21815	3692.50	83
21-00	FICA TAXES	90515	73925.56	82	814231	718858.60	88	.00	1085897	367038.40	66
21 **	FICA TAXES	90515	73925.56	82	814231	718858.60	88	.00	1085897	367038.40	66
22-00	RETIREMENT CONTRIBUTIONS	93363	52843.55	57	777359	565478.78	73	.00	1057538	492059.22	54
22-01	FIREFIGHTERS	201650	170676.00	85	1814850	1629693.17	90	.00	2419822	790128.83	67
22-02	STATE CONTRIBUTIONS	19177	.00	0	223913	.00	0	.00	281473	281473.00	0
22-03	ICMA - CITY MANAGER	2922	.00	0	16170	14946.98	92	.00	24944	9997.02	60
22 **	RETIREMENT CONTRIBUTIONS	317112	223519.55	71	2832292	2210118.93	78	.00	3783777	1573658.07	58

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
23-00	LIFE/HEALTH INSURANCE	12381	23062.60	186	261723	225803.41	86	.00	298997	73193.59	76
23-02	LIFE/HEALTH GF RETIREES	49090	29274.56	60	294540	322900.03	110	1301.40	441812	117610.57	73
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	312139	279382.64	90	2861373	2446232.46	86	.00	3797945	1351712.54	64
23 **	LIFE/HEALTH INSURANCE	373610	331719.80	89	3417636	2994935.90	88	1301.40	4538754	1542516.70	66
24-00	WORKER'S COMPENSATION	55339	49515.86	90	510078	462224.36	91	.00	676217	213992.64	68
24 **	WORKER'S COMPENSATION	55339	49515.86	90	510078	462224.36	91	.00	676217	213992.64	68
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	3744	275.00	7	.00	5000	4725.00	6
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	3744	275.00	7	.00	5000	4725.00	6
27-00	BENEFIT OFFSET	20283	18270.00	90	189127	166562.50	88	.00	249980	83417.50	67
27 **	BENEFIT OFFSET	20283	18270.00	90	189127	166562.50	88	.00	249980	83417.50	67
31-00	PROFESSIONAL SERVICES	27144	48211.74	178	537364	230841.04	43	193253.92	618843	194748.04	69
31-01	LEGAL EXPENSES	38414	27415.62	71	345726	252149.15	73	168463.85	460973	40360.00	91
31-02	MEDICAL SERVICES	3812	379.50	10	34308	29472.51	86	12282.31	45755	4000.18	91
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	10125	13500.00	133	.00	13500	.00	100
31-06	EDA-04-69-07348 GRANT	5364	.00	0	42912	.00	0	59000.00	59000	.00	100
31-11	USDA MANAGE FOREST GRANT	8333	.00	0	24999	.00	0	.00	50000	50000.00	0
31-33	EMPLOYEE HEALTH CENTER	15710	18962.67	121	141390	127557.49	90	60970.01	188528	.50	100
31 **	PROFESSIONAL SERVICES	99902	94969.53	95	1136824	653520.19	58	493970.09	1436599	289108.72	80
32-00	ACCOUNTING & AUDITING	7777	.00	0	56661	80000.00	141	.00	80000	.00	100
32 **	ACCOUNTING & AUDITING	7777	.00	0	56661	80000.00	141	.00	80000	.00	100
34-00	CONTRACT SERVICES	113243	64825.78	57	788071	653961.05	83	374985.96	1127865	98917.99	91
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	158333	328016.45	207	1424997	1315360.10	92	.00	1900000	584639.90	69

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
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	13294	22730.00	171	114514	99105.00	87	37275.00	154397	18017.00	88
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	284870	415572.23	146	2327582	2068426.15	89	412260.96	3182262	701574.89	78
39-00	CONTINGENCY	8933-	.00	0	75022	.00	0	.00	48221	48221.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	31129	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	4486-	.00	0	106151	.00	0	.00	48221	48221.00	0
40-00	TRAVEL & PER DIEM	4828	.00	0	55222	19042.24	35	.00	69806	50763.76	27
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	4828	.00	0	55222	19042.24	35	.00	69806	50763.76	27
41-00	COMMUNICATION	13747	9264.25	67	128980	105263.51	82	46123.85	170248	18860.64	89
41 **	COMMUNICATION	13747	9264.25	67	128980	105263.51	82	46123.85	170248	18860.64	89
42-00	POSTAGE & FREIGHT	35218	32488.89	92	322524	263445.07	82	144779.71	430065	21840.22	95
42 **	POSTAGE & FREIGHT	35218	32488.89	92	322524	263445.07	82	144779.71	430065	21840.22	95
43-00	ELECTRIC/WATER/SEWER	60056	48040.77	80	540504	387879.18	72	295843.15	720704	36981.67	95
43 **	ELECTRIC/WATER/SEWER	60056	48040.77	80	540504	387879.18	72	295843.15	720704	36981.67	95
44-00	RENTALS AND LEASES	9268	1498.35	16	99540	85041.56	85	28172.97	127391	14176.47	89
44 **	RENTALS AND LEASES	9268	1498.35	16	99540	85041.56	85	28172.97	127391	14176.47	89
45-00	INSURANCE	40990	85.69-	0	368910	366787.31	99	.00	491918	125130.69	75
45 **	INSURANCE	40990	85.69-	0	368910	366787.31	99	.00	491918	125130.69	75
46-00	REPAIRS & MAINTENANCE	103865	108098.31	104	1261593	728072.65	58	743805.00	1573261	101383.35	94
46-02	REPAIR/MAINT BUILDING	23237	20765.49	89	200733	123436.34	62	31039.19	270450	115974.47	57

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-03	REPAIR/MAINT-VEHICLES	21024	17696.01	84	188522	170381.87	90	14102.49	251665	67180.64	73
46-05	HYDRANT FEES	17739	18330.12	103	159651	164971.08	103	.00	212871	47899.92	78
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	165865	164889.93	99	1810499	1186861.94	66	788946.68	2308247	332438.38	86
47-00	PRINTING & BINDING	12813	7779.48	61	127366	80024.59	63	71102.60	171275	20147.81	88
47 **	PRINTING & BINDING	12813	7779.48	61	127366	80024.59	63	71102.60	171275	20147.81	88
48-00	PROMOTIONAL ACTIVITIES	3240	.00	0	33972	22350.19	66	.00	43719	21368.81	51
48-11	BUSINESS ASSIST. PROGRAM	1066	.00	0	13794	.00	0	.00	17000	17000.00	0
48 **	PROMOTIONAL ACTIVITIES	4306	.00	0	47766	22350.19	47	.00	60719	38368.81	37
49-00	OTHER CHARGES & OBLIG.	29752	840.65	3	216393	140961.82	65	125077.91	305714	39674.27	87
49-02	ADVERTISING	336	.00	0	2324	177.91	8	142.00	3350	3030.09	10
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	1250	.00	0	11250	5439.35	48	9857.66	15000	297.01-	102
49-07	BAD DEBT EXPENSE	0	2898.96-	0	0	33325.63-	0	.00	0	33325.63	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1666	.00	0	14994	10000.00	67	.00	20000	10000.00	50
49 **	OTHER CHARGES & OBLIG.	33004	2058.31-	6-	244961	123253.45	50	135077.57	344064	85732.98	75
51-00	OFFICE SUPPLIES	3935	2029.63	52	35514	19375.16	55	24.00	47408	28008.84	41
51 **	OFFICE SUPPLIES	3935	2029.63	52	35514	19375.16	55	24.00	47408	28008.84	41
52-00	OPERATING SUPPLIES	67448	46471.89	69	549453	606411.30	110	68297.94	751901	77191.76	90
52-02	UNIFORMS	1988	104.96	5	17392	20565.15	118	1545.07	23365	1254.78	95
52-05	EMS 1st RESP-CONSUM SUPP	3137	1244.67	40	28502	21050.62	74	3361.60	37920	13507.78	64
52-07	JANITORIAL SUPPLIES	2396	1354.22	57	21564	15304.40	71	699.00	28771	12767.60	56

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
52-10	HEATING FUEL	251	.00	0	2259	1796.62	80	1215.38	3012	.00	100
52-11	JAG GRANT	1958	.00	0	17282	23152.08	134	.00	23153	.92	100
52-12	BULLETPROOF VEST GRANT	2415	892.96	37	18657	10187.76	55	16601.20	25896	892.96-	103
52-13	VOCA GRANT	325	37.89	12	1950	2201.96	113	.00	2926	724.04	75
52-30	FUEL, OIL, & LUBRICANTS	20912	10327.21	49	188208	115270.25	61	.00	251034	135763.75	46
52-33	EMPLOYEE HEALTH CENTER	7980	5757.93	72	71820	50967.06	71	44792.94	95760	.00	100
52 **	OPERATING SUPPLIES	108810	66191.73	61	917087	866907.20	95	136513.13	1243738	240317.67	81
53-00	ROAD MATERIALS/SUPPLIES	2500	2764.89	111	12500	12601.62	101	1298.38	20000	6100.00	70
53 **	ROAD MATERIALS/SUPPLIES	2500	2764.89	111	12500	12601.62	101	1298.38	20000	6100.00	70
54-00	MEMBERSHIP/PUBLICATIONS	3630	1458.59	40	32457	26797.27	83	.00	43480	16682.73	62
54 **	MEMBERSHIP/PUBLICATIONS	3630	1458.59	40	32457	26797.27	83	.00	43480	16682.73	62
55-00	TRAINING	8131	3648.00	45	89802	34467.15	38	.00	114307	79839.85	30
55-01	EDA PROGRAM	833	.00	0	7497	234.00	3	.00	10000	9766.00	2
55 **	TRAINING	8964	3648.00	41	97299	34701.15	36	.00	124307	89605.85	28
56-15	IT-RELATED OPERATING EXP	41141	33205.01	81	235017	184764.91	79	76091.21	358532	97675.88	73
56-16	EMS DATA COLLECTION-BEMO	1155	.00	0	10395	.00	0	13865.00	13865	.00	100
56 **	TECHNOLOGY SYSTEMS	42296	33205.01	79	245412	184764.91	75	89956.21	372397	97675.88	74
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0

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
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62-33	EMPLOYEE HEALTH CENTER	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	5182	.00	0	46456	2000.00	4	45896.54	62000	14103.46	77
63-04	FDOT LAP 2020-SIDEWALKS	32655	.00	0	97965	.00	0	187095.62	195929	8833.38	96
63 **	INFRASTRUCTURE	37837	.00	0	144421	2000.00	1	232992.16	257929	22936.84	91
64-00	MACHINERY AND EQUIPMENT	47687	122307.00	257	448140	364532.45	81	152897.17	591240	73810.38	88
64-01	BC EMS GRANT 2020 AWARD	2068	.00	0	10340	16540.57	160	.00	16541	.43	100
64-15	IT HARDWARE	22346	64778.14	290	110527	92179.24	83	5964.80	177577	79432.96	55
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	72101	187085.14	260	569007	473252.26	83	158861.97	785358	153243.77	81
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 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	90424	.00	0	813816	1085094.00	133	.00	1085094	.00	100
81 **	AIDS TO GOVT AGENCY	90424	.00	0	813816	1085094.00	133	.00	1085094	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	7975	.00	0	71775	.00	0	.00	95700	95700.00	0

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
FUND 001	GENERAL FUND										
83 **	OTHER GRANTS AND AIDS	7975	.00	0	71775	.00	0	.00	95700	95700.00	0
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	BUILDING PERMITS	0	.00	0	0	.00	0	.00	0	.00	0
91-08	SEC 108 LOAN GUARANTEE	1994	.00	0	13958	.00	0	.00	19937	19937.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	2743	2743.00	100	477351	481772.00	101	.00	1783246	1301474.00	27
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	31862	.00	0	95586	.00	0	.00	191171	191171.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	0	.00	0	0	.00	0	.00	0	.00	0
91-33	CP 303 FISKE BV CMPLT STR	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	36599	2743.00	8	586895	481772.00	82	.00	1994354	1512582.00	24
FUND 001	TOTAL *********										
	GENERAL FUND	3262329	2755754.70	85	29685527	24938983.99	84	3037224.83	40735452	12759243.18	69
GRAND	TOTAL *********										
		3262329	2755754.70	85	29685527	24938983.99	84	3037224.83	40735452	12759243.18	69

FY 2020 Budget by Classification Report - Summary Listing

6/30/2020

Target for June 2020 is 75%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 2,264,715		$ 4,102,290	$ (1,837,575)	181%
CHARGES FOR SERVICES	$ 63,076,683		$ 49,082,762	$ 13,993,921	78%
INTERGOVERNMENTAL/GRANTS	$ 632,970		$ 195,495	$ 437,475	31%
MISCELLANEOUS	$ 146,300		$ 64,213	$ 82,087	44%
OTHER SOURCES (NON-REVENUE)	$ 1,740,470		$ 1,078,026	$ 662,444	62%
REVENUE TOTALS	**$ 67,861,138**	-	**$ 54,522,787**	**$ 13,338,351**	**80%**
EXPENSE					
SALARIES AND BENEFITS	$ 16,205,101	$ -	$ 9,944,598	$ 6,260,503	61%
OPERATING EXPENDITURES	$ 27,043,594	$ 5,648,506	$ 16,201,795	$ 5,193,293	81%
CAPITAL OUTLAY	$ 6,640,320	$ 1,572,796	$ 1,894,872	$ 3,172,652	52%
GRANTS, AIDS AND OTHER	$ 17,972,123	$ -	$ 12,288,623	$ 5,683,500	68%
EXPENSE TOTALS	**$ 67,861,138**	**$ 7,221,302**	**$ 40,329,888**	**$ 20,309,948**	70%
REVENUE TOTALS	**$ 67,861,138**	**$ -**	**$ 54,522,787**	**$ 13,338,351**	**80%**
EXPENSE TOTALS	**$ 67,861,138**	**$ 7,221,302**	**$ 40,329,888**	**$ 20,309,948**	**70%**
	$ -	**$ (7,221,302)**	**$ 14,192,899**	**$ (6,971,597)**	

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	87,175	979,690.00-	1124	784,575	1,564,425.00	199	1,046,102	518,323.00-
03 11	WATER - COMMERCIAL	90,733	1,300,740.00	1434	816,597	2,350,240.00	288	1,088,801	1,261,439.00-
03 20	SEWER - RESIDENTIAL	973	3,750.00	385	8,757	178,250.00	2036	11,684	166,566.00-
03 21	SEWER - COMMERCIAL	9,844	.00		88,596	9,375.00	11	118,128	108,753.00
03 *	IMPACT FEES	188,725	324,800.00	172	1,698,525	4,102,290.00	242	2,264,715	1,837,575.00-
324 **	IMPACT FEES	188,725	324,800.00	172	1,698,525	4,102,290.00	242	2,264,715	1,837,575.00-
320 ***	OTHER PERMITS & FEES	188,725	324,800.00	172	1,698,525	4,102,290.00	242	2,264,715	1,837,575.00-
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
30 02	FDEM H0477 LS#1	158,243	.00		158,243	.00		632,970	632,970.00
50 01	FEMA DISASTER RELIEF	0	140,090.81		0	182,755.51		0	182,755.51-
331 **	FEDERAL GRANTS	158,243	140,090.81	89	158,243	182,755.51	116	632,970	450,214.49
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	7,782.82		0	12,739.87		0	12,739.87-
334 **	STATE GRANT	0	7,782.82		0	12,739.87		0	12,739.87-
337	GRANTS FROM LOCAL UNITS								
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	158,243	147,873.63	93	158,243	195,495.38	124	632,970	437,474.62
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
31 00	WATER SALES	4,484,834	4,602,169.20	103	40,363,506	41,061,638.13	102	53,818,010	12,756,371.87
33 00	WATER CONNECTION FEE	20,000	58,496.92	293	180,000	492,640.43	274	240,000	252,640.43-
33 *	WATER CONNECTION FEE	20,000	58,496.92	293	180,000	492,640.43	274	240,000	252,640.43-
36 00	WATER HYDRANT FEES	237,354	292,541.37	123	2,136,186	2,621,198.93	123	2,848,254	227,055.07
39 06	HYDRANT RESID FLOW TEST	133	400.00	301	1,197	6,900.00	576	1,600	5,300.00-
39 07	BACKFLOW DEVICE TEST	12,083	17,068.38	141	108,747	151,596.46	139	145,000	6,596.46-
39 08	JUMPER METERS	58	950.00	1638	522	1,750.00	335	700	1,050.00-
39 09	PLAN REVIEW/CONST INSPECT	1,000	500.00	50	9,000	16,000.00	178	12,000	4,000.00-
39 10	BACKFLOW PRV/RLCT TEMP	41	.00		369	1,143.36	310	500	643.36-
39 *	WATER OTHER INCOME	13,315	18,918.38	142	119,835	177,389.82	148	159,800	17,589.82-
51 00	SEWER SALES	468,746	485,754.19	104	4,218,714	4,436,793.33	105	5,624,961	1,188,167.67

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
51	*	SEWER SALES	468,746	485,754.19	104	4,218,714	4,436,793.33	105	5,624,961	1,188,167.67
59	01	GREASE TRAP PERMITS	516	692.14	134	4,644	6,377.08	137	6,200	177.08-
60	00	REUSE WATER SALES	31,038	27,897.78	90	279,342	278,215.86	100	372,458	94,242.14
60	01	REUSE WATER INSTALLATION	583	167.94	29	5,247	8,508.06	162	7,000	1,508.06-
60	*	REUSE WATER SALES	31,621	28,065.72	89	284,589	286,723.92	101	379,458	92,734.08
343	**	PHYSICAL ENVIRONMENT	5,256,386	5,486,637.92	104	47,307,474	49,082,761.64	104	63,076,683	13,993,921.36
340	***	CHARGES FOR SERVICES	5,256,386	5,486,637.92	104	47,307,474	49,082,761.64	104	63,076,683	13,993,921.36
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	6,666	8,488.22	127	59,994	52,285.34	87	80,000	27,714.66
10	02	INVESTMENT INTEREST	0	102.70		0	40,803.26-		0	40,803.26
10	*	INTEREST	6,666	8,590.92	129	59,994	11,482.08	19	80,000	68,517.92
40	00	GAIN/(LOSS) SALE INVEST	0	.00		0	731.19		0	731.19-
40	02	UNREALIZED GAIN/(LOSS)	0	.00		0	520.72-		0	520.72
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	210.47		0	210.47-
361	**	INTEREST & OTHER EARNINGS	6,666	8,590.92	129	59,994	11,692.55	20	80,000	68,307.45
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	108	.00		972	1,300.00	134	1,300	.00
362	**	RENT AND ROYALTIES	108	.00		972	1,300.00	134	1,300	.00
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	1,250	.00		11,250	.00		15,000	15,000.00
10	00	GAIN/(LOSS)	0	.00		0	27,210.04		0	27,210.04-
364	**	DISPOSITION FIXED ASSETS	1,250	.00		11,250	27,210.04	242	15,000	12,210.04-
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	833	657.40	79	7,497	2,960.86	40	10,000	7,039.14
365	**	SALE SURPLUS MTRLS &SCRAP	833	657.40	79	7,497	2,960.86	40	10,000	7,039.14
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	3,333	3,152.88	95	29,997	17,162.13	57	40,000	22,837.87

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
90 06	SETTLEMENTS	0	.00		0	3,887.59		0	3,887.59-
90 *	OTHER MISC REVENUES	3,333	3,152.88	95	29,997	21,049.72	70	40,000	18,950.28
369 **	OTHER MISC REVENUES	3,333	3,152.88	95	29,997	21,049.72	70	40,000	18,950.28
360 ***	MISCELLANEOUS REVENUES	12,190	12,401.20	102	109,710	64,213.17	59	146,300	82,086.83
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383	INSTLMT PURCH/CAP LEASE								
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
81 00	CONTRIBUTION LIFT STATION	0	4,350.00		0	207,925.00		0	207,925.00-
82 00	CONTRIBUTION S MAINLAND	0	2,663.94		0	273,524.73		0	273,524.73-
83 00	CONTRIBUTION VIERA	0	51,256.07		0	596,576.59		0	596,576.59-
83 *	CONTRIBUTION VIERA	0	51,256.07		0	596,576.59		0	596,576.59-
99 50	FUND BAL-APPROP. RESERVES	202,690	.00		1,132,403	.00		1,740,470	1,740,470.00
99 *	BALANCE FORWARD	202,690	.00		1,132,403	.00		1,740,470	1,740,470.00
389 **	NON OPERATING SOURCES	202,690	58,270.01	29	1,132,403	1,078,026.32	95	1,740,470	662,443.68
380 ***	OTHER SOURCES(NON-REV)	202,690	58,270.01	29	1,132,403	1,078,026.32	95	1,740,470	662,443.68
FUND TOTAL	WATER/SEWER FUND	5,818,234	6,029,982.76	104	50,406,355	54,522,786.51	108	67,861,138	13,338,351.49

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	MONTH-TO-DATE %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	773200	574500.70	74	6958800	5317370.16	76	.00	9278436	3961065.84	57
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	1267	.00	0	11403	49943.91	438	.00	15208	34735.91-	328
12 **	REGULAR SALARIES & WAGES	774467	574500.70	74	6970203	5367314.07	77	.00	9293644	3926329.93	58
13-00	OTHER SALARIES & WAGES	43826	53431.30	122	394434	511354.45	130	.00	525937	14582.55	97
13 **	OTHER SALARIES & WAGES	43826	53431.30	122	394434	511354.45	130	.00	525937	14582.55	97
14-00	OVERTIME	43446	38096.99	88	391014	380932.65	97	.00	521393	140460.35	73
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	43446	38096.99	88	391014	380932.65	97	.00	521393	140460.35	73
15-00	SPECIAL PAY	175	150.00	86	1575	1525.00	97	.00	2100	575.00	73
15 **	SPECIAL PAY	175	150.00	86	1575	1525.00	97	.00	2100	575.00	73
20-00	CLOTHING/SHOE ALLOWANCE	1616	240.00	15	14544	18710.00	129	.00	19420	710.00	96
20 **	CLOTHING/SHOE ALLOWANCE	1616	240.00	15	14544	18710.00	129	.00	19420	710.00	96
21-00	FICA TAXES	64428	49782.99	77	579852	469430.55	81	.00	773178	303747.45	61
21 **	FICA TAXES	64428	49782.99	77	579852	469430.55	81	.00	773178	303747.45	61
22-00	RETIREMENT CONTRIBUTIONS	95194	62641.64	66	856746	932990.07	109	.00	1142362	209371.93	82
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	95194	62641.64	66	856746	932990.07	109	.00	1142362	209371.93	82
23-00	LIFE/HEALTH INSURANCE	19029	17091.25	90	171261	154320.91	90	.00	228372	74051.09	68
23-02	LIFE/HEALTH RETIREES	14932	9913.08	66	134388	115997.20	86	.00	179186	63188.80	65
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	236006	181102.60	77	2124054	1547456.37	73	.00	2832109	1284652.63	55
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	269967	208106.93	77	2429703	1817774.48	75	.00	3239667	1421892.52	56
24-00	WORKER'S COMPENSATION	44039	37197.85	85	396351	347541.28	88	.00	528500	180958.72	66

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
24 **	WORKER'S COMPENSATION	44039	37197.85	85	396351	347541.28	88	.00	528500	180958.72	66
25-00	UNEMPLOYMENT COMPENSATION	416	1575.07	379	3744	1575.07	42	.00	5000	3424.93	32
25 **	UNEMPLOYMENT COMPENSATION	416	1575.07	379	3744	1575.07	42	.00	5000	3424.93	32
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	12825	11000.00	86	115425	95450.00	83	.00	153900	58450.00	62
27 **	BENEFIT OFFSET	12825	11000.00	86	115425	95450.00	83	.00	153900	58450.00	62
31-00	PROFESSIONAL SERVICES	60475	17632.28	29	436681	172647.12	40	218542.26	618130	226940.62	63
31-01	LEGAL EXPENSES	6666	10052.50	151	59994	17877.90	30	32122.10	80000	30000.00	63
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	137786	94980.43	69	697558	390813.02	56	595531.37	1110927	124582.61	89
31-33	EMPLOYEE HEALTH CENTER	11300	13639.84	121	101700	91751.99	90	43855.51	135608	.50	100
31 **	PROFESSIONAL SERVICES	216227	136305.05	63	1295933	673090.03	52	890051.24	1944665	381523.73	80
32-00	ACCOUNTING & AUDITING	1111-	.00	0	3333	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	1111-	.00	0	3333	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	101441	645006.87	636	996017	808962.16	81	133282.46	1300358	358113.38	73
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	528666	528667.00	100	4757994	4758003.00	100	.00	6343999	1585996.00	75
34 **	CONTRACT SERVICES	630107	1173673.87	186	5754011	5566965.16	97	133282.46	7644357	1944109.38	75
39-00	CONTINGENCY	50656	.00	0	620436	.00	0	.00	772411	772411.00	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	50656	.00	0	620436	.00	0	.00	772411	772411.00	0
40-00	TRAVEL AND PER DIEM	1926	115.00	6	17334	969.35	6	.00	23138	22168.65	4
40-01	CAR ALLOWANCE	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
40 **	TRAVEL AND PER DIEM	1926	115.00	6	17334	969.35	6	.00	23138	22168.65	4
41-00	COMMUNICATION	10949	9681.78	88	98541	91764.08	93	35827.84	131409	3817.08	97
41 **	COMMUNICATION	10949	9681.78	88	98541	91764.08	93	35827.84	131409	3817.08	97
42-00	FREIGHT & POSTAGE SERVICE	2005	609.13	30	17691	8142.25	46	500.00	23745	15102.75	36
42 **	FREIGHT & POSTAGE SERVICE	2005	609.13	30	17691	8142.25	46	500.00	23745	15102.75	36
43-00	ELECTRIC/WATER/SEWER	202256	141771.66	70	1820304	1055036.44	58	1360319.02	2427087	11731.54	100
43 **	ELECTRIC/WATER/SEWER	202256	141771.66	70	1820304	1055036.44	58	1360319.02	2427087	11731.54	100
44-00	RENTAL AND LEASES	3711	10235.00	276	33399	28446.18	85	7947.00	44550	8156.82	82
44 **	RENTAL AND LEASES	3711	10235.00	276	33399	28446.18	85	7947.00	44550	8156.82	82
45-00	INSURANCE	40543	.00	0	364887	366068.53	100	.00	486534	120465.47	75
45 **	INSURANCE	40543	.00	0	364887	366068.53	100	.00	486534	120465.47	75
46-00	REPAIRS & MAINTENANCE	525970	367793.10	70	5467277	4621792.33	85	1347719.15	7045237	1075725.52	85
46-02	REPAIR/MAINT BUILDING	27545	3475.76	13	247135	69617.09	28	20094.00	329783	240071.91	27
46-03	REPAIR/MAINT-VEHICLES	16991	11074.41	65	152919	132050.75	86	.00	203935	71884.25	65
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	570506	382343.27	67	5867331	4823460.17	82	1367813.15	7578955	1387681.68	82
47-00	PRINTING & BINDING	603	.00	0	5427	303.25	6	1086.00	7280	5890.75	19
47 **	PRINTING & BINDING	603	.00	0	5427	303.25	6	1086.00	7280	5890.75	19
48-00	PROMOTIONAL ACTIVITIES	1393	500.00	36	14448	2470.38	17	.00	18633	16162.62	13
48 **	PROMOTIONAL ACTIVITIES	1393	500.00	36	14448	2470.38	17	.00	18633	16162.62	13
49-00	OTHER CHARGES & OBLIG.	3143	1210.39	39	28287	19687.81	70	1291.25	37736	16756.94	56
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	3062.13-	0	0	40836.62-	0	.00	0	40836.62	0
49-08	CASH OVER & UNDER	0	10.53-	0	0	64.32-	0	.00	0	64.32	0
49-09	DOCUMENT RECORDING CHGS	0	405.50-	0	0	4806.70-	0	.00	0	4806.70	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
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	3143	2267.77-	72-	28287	26019.83-	92-	1291.25	37736	62464.58	66-
51-00	OFFICE SUPPLIES	2224	1891.58	85	20016	10455.19	52	.00	26720	16264.81	39
51 **	OFFICE SUPPLIES	2224	1891.58	85	20016	10455.19	52	.00	26720	16264.81	39
52-00	OPERATING SUPPLIES	64890	53176.53	82	535895	605137.63	113	71636.92	730596	53821.45	93
52-07	JANITORIAL SUPPLIES	852	1058.46	124	7668	6572.79	86	.00	10240	3667.21	64
52-09	CHEMICALS	341601	215814.99	63	3165409	2509950.12	79	1598503.92	4190227	81772.96	98
52-30	FUEL OIL & LUBRICANTS	30410	14390.69	47	273690	160759.13	59	57117.97	364963	147085.90	60
52-33	EMPLOYEE HEALTH CENTER	5740	4141.65	72	51660	36660.24	71	32219.76	68880	.00	100
52 **	OPERATING SUPPLIES	443493	288582.32	65	4034322	3319079.91	82	1759478.57	5364906	286347.52	95
53-00	ROAD MATERIALS/SUPPLIES	3604	260.00	7	33588	3467.40	10	35000.00	44424	5956.60	87
53 **	ROAD MATERIALS/SUPPLIES	3604	260.00	7	33588	3467.40	10	35000.00	44424	5956.60	87
54-00	MEMBERSHIP/PUBLICATIONS	3189	125.50	4	28701	33048.43	115	.00	38304	5255.57	86
54 **	MEMBERSHIP/PUBLICATIONS	3189	125.50	4	28701	33048.43	115	.00	38304	5255.57	86
55-00	TRAINING	12306	1098.00	9	110754	20933.42	19	15649.00	147700	111117.58	25
55-01	EDA PROGRAM	625	.00	0	5625	.00	0	.00	7500	7500.00	0
55 **	TRAINING	12931	1098.00	9	116379	20933.42	18	15649.00	155200	118617.58	24
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	35926	39457.20	110	165743	224114.46	135	40260.56	273540	9164.98	97
56 **	TECHNOLOGY SYSTEMS	35926	39457.20	110	165743	224114.46	135	40260.56	273540	9164.98	97
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0

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
62-00	BUILDINGS	5909	.00	0	47272	.00	0	.00	65000	65000.00	0
62 **	BUILDINGS	5909	.00	0	47272	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	372908	310288.92	83	3010812	1183078.64	39	1122780.64	4129561	1823701.72	56
63-06	FDEM H0477 LS#1	210990	.00	0	210990	.00	0	.00	843960	843960.00	0
63 **	INFRASTRUCTURE	583898	310288.92	53	3221802	1183078.64	37	1122780.64	4973521	2667661.72	46
64-00	MACHINERY & EQUIPMENT	134628	115603.50	86	1070551	667517.49	62	432360.50	1474436	374558.01	75
64-15	IT HARDWARE	2457	.00	0	20619	.00	0	17655.00	28000	10345.00	63
64 **	MACHINERY & EQUIPMENT	137085	115603.50	84	1091170	667517.49	61	450015.50	1502436	384903.01	74
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	9033	.00	0	72264	44276.19	61	.00	99363	55086.81	45
68 **	INTANGIBLE ASSETS	9033	.00	0	72264	44276.19	61	.00	99363	55086.81	45
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SERVICE COST	0	.00	0	0	.00	0	.00	0	.00	0
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	900	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	900	.00	0	.00	1200	1200.00	0
91-01	TRANSFER TO GEN FUND 001	574918	574919.00	100	5174262	5174271.00	100	.00	6899025	1724754.00	75
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE 424	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	180391	177405.60	98	4708578	6131893.96	130	.00	9761950	3630056.04	63
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	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
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND 424	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	755309	752324.60	100	9882840	11306164.96	114	.00	16660975	5354810.04	68
95-01	6% ILO FRANCHISE FEE	109162	109162.00	100	982458	982458.00	100	.00	1309948	327490.00	75
95 **	NONOPERATING	109162	109162.00	100	982458	982458.00	100	.00	1309948	327490.00	75
FUND 421	TOTAL ********* WATER/SEWER FUND	5185176	4508484.08	87	47792408	40329887.70	84	7221302.23	67861138	20309948.07	70
GRAND	TOTAL *********	5185176	4508484.08	87	47792408	40329887.70	84	7221302.23	67861138	20309948.07	70

FY 2020 Budget by Classification Report - Summary Listing

6/30/2020

Target for June 2020 is 75%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 1,747,692		$ 1,685,023	$ 62,669	96%
CHARGES FOR SERVICES	$ -		$ (5,828)	$ -	0%
MISCELLANEOUS/GRANT	$ 67,189		$ 72,482	$ (5,293)	100%
OTHER SOURCES (NON-REVENUE)	$ 196,661		$ -	$ 196,661	0%
REVENUE TOTALS	**$ 2,011,542**	**-**	**$ 1,751,677**	**$ 254,037**	**87%**
EXPENSE					
SALARIES AND BENEFITS	$ 544,229	$ -	$ 337,855	$ 206,374	62%
OPERATING EXPENDITURES	$ 925,181	$ 282,462	$ 489,747	$ 152,972	83%
CAPITAL OUTLAY	$ 542,132	$ 1,213	$ 406,189	$ 134,730	75%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 2,011,542**	**$ 283,675**	**$ 1,233,791**	**$ 494,076**	**75%**
REVENUE TOTALS	**$ 2,011,542**	**$ -**	**$ 1,751,677**	**$ 254,037**	**87%**
EXPENSE TOTALS	**$ 2,011,542**	**$ 283,675**	**$ 1,233,791**	**$ 494,076**	**75%**
	$ -	**$ (283,675)**	**$ 517,886**	**$ (240,039)**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	CHARGES FOR PUBLIC SVCS	145,641	25,182.95	17	1,310,769	1,573,902.70	120	1,747,692	173,789.30
23 03	PENALTIES	0	755.43		0	1,210.72		0	1,210.72-
23 04	TAX CERTIFICATES	0	109,909.47		0	109,909.47		0	109,909.47-
23 *	STORMWATER	145,641	135,847.85	93	1,310,769	1,685,022.89	129	1,747,692	62,669.11
325 **	SPECIAL ASSESSMENT	145,641	135,847.85	93	1,310,769	1,685,022.89	129	1,747,692	62,669.11
320 ***	OTHER PERMITS & FEES	145,641	135,847.85	93	1,310,769	1,685,022.89	129	1,747,692	62,669.11
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 02	CHURCH STREET BAFFLE BOX	13,438	.00		26,876	67,189.00	250	67,189	.00
338 **	SHARED REVENUE LOCAL UNIT	13,438	.00		26,876	67,189.00	250	67,189	.00
330 ***	INTERGOVERNMENTAL REVENUE	13,438	.00		26,876	67,189.00	250	67,189	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	141.40-		0	5,827.88-		0	5,827.88
91 *	STORMWATER FEES	0	141.40-		0	5,827.88-		0	5,827.88
343 **	PHYSICAL ENVIRONMENT	0	141.40-		0	5,827.88-		0	5,827.88
340 ***	CHARGES FOR SERVICES	0	141.40-		0	5,827.88-		0	5,827.88
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	508.07		0	4,241.03		0	4,241.03-
10 10	SBA	0	1.88		0	43.31		0	43.31-
10 *	INTEREST	0	509.95		0	4,284.34		0	4,284.34-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	0	509.95		0	4,284.34		0	4,284.34-

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
90 00		OTHER MISC REVENUES	0	.00		0	1,008.38		0	1,008.38-
369	**	OTHER MISC REVENUES	0	.00		0	1,008.38		0	1,008.38-
360	***	MISCELLANEOUS REVENUES	0	509.95		0	5,292.72		0	5,292.72-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99 50		FUND BAL-APPROP. RESERVES	17,878	.00		143,024	.00		196,661	196,661.00
99	*	BALANCE FORWARD	17,878	.00		143,024	.00		196,661	196,661.00
389	**	NON OPERATING SOURCES	17,878	.00		143,024	.00		196,661	196,661.00
380	***	OTHER SOURCES(NON-REV)	17,878	.00		143,024	.00		196,661	196,661.00
FUND TOTAL		STORMWATER UTILITY	176,957	136,216.40	77	1,480,669	1,751,676.73	118	2,011,542	259,865.27

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	27651	19772.77	72	248859	210224.35	85	.00	331820	121595.65	63
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	873	.00	0	7857	.00	0	.00	10480	10480.00	0
12 **	REGULAR SALARIES & WAGES	28524	19772.77	69	256716	210224.35	82	.00	342300	132075.65	61
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	269	768.03	286	2421	3110.09	129	.00	3235	124.91	96
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	269	768.03	286	2421	3110.09	129	.00	3235	124.91	96
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	50	.00	0	450	600.00	133	.00	600	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	50	.00	0	450	600.00	133	.00	600	.00	100
21-00	FICA TAXES	2096	1541.50	74	18864	16099.54	85	.00	25158	9058.46	64
21 **	FICA TAXES	2096	1541.50	74	18864	16099.54	85	.00	25158	9058.46	64
22-00	RETIREMENT CONTRIBUTIONS	2364	1739.80	74	21276	18054.44	85	.00	28369	10314.56	64
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2364	1739.80	74	21276	18054.44	85	.00	28369	10314.56	64
23-00	LIFE/HEALTH INSURANCE	572	400.92	70	5148	4421.83	86	.00	6871	2449.17	64
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	7375	5015.16	68	66375	50950.67	77	.00	88507	37556.33	58
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	7947	5416.08	68	71523	55372.50	77	.00	95378	40005.50	58
24-00	WORKER'S COMPENSATION	3699	3132.35	85	33291	30894.12	93	.00	44389	13494.88	70
24 **	WORKER'S COMPENSATION	3699	3132.35	85	33291	30894.12	93	.00	44389	13494.88	70

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
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	400.00	100	3600	3500.00	97	.00	4800	1300.00	73
27 **	BENEFIT OFFSET	400	400.00	100	3600	3500.00	97	.00	4800	1300.00	73
31-00	PROFESSIONAL SERVICES	8688	6855.00	79	59387	45788.90	77	38522.10	85455	1144.00	99
31-01	LEGAL EXPENSES	41	.00	0	369	.00	0	325.10	500	174.90	65
31-33	EMPLOYEE HEALTH CENTER	551	665.32	121	4959	4480.47	90	2134.53	6615	.00	100
31 **	PROFESSIONAL SERVICES	9280	7520.32	81	64715	50269.37	78	40981.73	92570	1318.90	99
34-00	CONTRACT SERVICES	5653	78.47	1	31237	44249.18	142	3768.28	48203	185.54	100
34-10	COST OF GENERAL FUND SVCS	14350	14350.00	100	129150	129150.00	100	.00	172205	43055.00	75
34 **	CONTRACT SERVICES	20003	14428.47	72	160387	173399.18	108	3768.28	220408	43240.54	80
39-00	CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	2133	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	2133	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	186	190.87	103	1674	1408.48	84	823.52	2232	.00	100
41 **	COMMUNICATION	186	190.87	103	1674	1408.48	84	823.52	2232	.00	100
42-00	POSTAGE & FREIGHT	41	6.95	17	369	54.60	15	.00	500	445.40	11
42 **	POSTAGE & FREIGHT	41	6.95	17	369	54.60	15	.00	500	445.40	11
43-00	ELECTRIC/WATER/SEWER	1233	783.07	64	11097	7079.05	64	8834.86	14800	1113.91-	108
43 **	ELECTRIC/WATER/SEWER	1233	783.07	64	11097	7079.05	64	8834.86	14800	1113.91-	108
44-00	RENTALS AND LEASES	208	.00	0	1872	.00	0	.00	2500	2500.00	0
44 **	RENTALS AND LEASES	208	.00	0	1872	.00	0	.00	2500	2500.00	0
45-00	INSURANCE	819	.00	0	7371	6280.90	85	.00	9828	3547.10	64
45 **	INSURANCE	819	.00	0	7371	6280.90	85	.00	9828	3547.10	64

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
46-00	REPAIRS & MAINTENANCE	58509	3079.88	5	318398	191541.81	60	225732.39	493930	76655.80	85
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	2739	2603.47	95	24651	31747.69	129	.00	32870	1122.31	97
46-15	INSURED VEHICLE ACCIDENT	41	.00	0	369	.00	0	.00	500	500.00	0
46 **	REPAIRS & MAINTENANCE	61289	5683.35	9	343418	223289.50	65	225732.39	527300	78278.11	85
47-00	PRINTING & BINDING	83	.00	0	747	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	747	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	318	.00	0	1908	2878.46	151	100.00	2859	119.46-	104
49-07	BAD DEBT EXPENSE	0	358.53-	0	0	1823.26-	0	.00	0	1823.26	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	318	358.53-	113-	1908	1055.20	55	100.00	2859	1703.80	40
51-00	OFFICE SUPPLIES	41	.00	0	369	88.35	24	.00	500	411.65	18
51 **	OFFICE SUPPLIES	41	.00	0	369	88.35	24	.00	500	411.65	18
52-00	OPERATING SUPPLIES	1015	319.36	32	9135	11293.81	124	644.77	12181	242.42	98
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2353	1005.57	43	21177	12016.59	57	.00	28243	16226.41	43
52-33	EMPLOYEE HEALTH CENTER	280	202.05	72	2520	1783.58	71	1576.42	3360	.00	100
52 **	OPERATING SUPPLIES	3648	1526.98	42	32832	25093.98	76	2221.19	43784	16468.83	62
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	558	716.12	128	.00	750	33.88	96
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	558	716.12	128	.00	750	33.88	96
55-00	TRAINING	208	.00	0	1872	465.00	25	.00	2500	2035.00	19
55 **	TRAINING	208	.00	0	1872	465.00	25	.00	2500	2035.00	19
56-15	IT-RELATED OPERATING EXP	66	.00	0	594	546.83	92	.00	800	253.17	68

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56 **	TECHNOLOGY SYSTEMS	66	.00	0	594	546.83	92	.00	800	253.17	68
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	11373	.00	0	237994	136307.33	57	1212.67	272100	134580.00	51
63 **	INFRASTRUCTURE	11373	.00	0	237994	136307.33	57	1212.67	272100	134580.00	51
64-00	MACHINERY & EQUIPMENT	22502	.00	0	202518	269882.00	133	.00	270032	150.00	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	22502	.00	0	202518	269882.00	133	.00	270032	150.00	100
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	176946	62552.01	35	1480569	1233790.93	83	283674.64	2011542	494076.43	75
GRAND	TOTAL *********	176946	62552.01	35	1480569	1233790.93	83	283674.64	2011542	494076.43	75

FY 2020 Budget by Classification Report - Summary Listing

6/30/2020

Target for June 2020 is 75%

FUND 426 - WATER/SEWER CAPITAL PROJECTS 2018B

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
MISCELLANEOUS (INTEREST)	$ -	$ -	$ 260,215	$ (260,215)	100%
OTHER SOURCES (NON-REVENUE)	$ 41,527,660			$ 41,527,660	0%
REVENUE TOTALS	**$ 41,527,660**	**-**	**$ 260,215**	**$ 41,267,445**	**1%**
EXPENSE					
OPERATING EXPENDITURES	$ -	$ -	$ 296	$ (296)	0%
CAPITAL OUTLAY	$ 41,527,660	$ 24,019,480	$ 2,077,188	$ 15,430,992	63%
p	**$ 41,527,660**	**$ 24,019,480**	**$ 2,077,484**	**$ 15,430,696**	**63%**
REVENUE TOTALS	**$ 41,527,660**	**$ -**	**$ 260,215**	**$ 41,267,445**	**1%**
p	**$ 41,527,660**	**$ 24,019,480**	**$ 2,077,484**	**$ 15,430,696**	**63%**
	$ -	**$ (24,019,480)**	**$ (1,817,269)**	**$ 25,836,749**	

CITY OF COCOA, FLORIDA

FUND 426 WS CPTL PROJ 2018B

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	657.29		0	1,971.61		0	1,971.61-
10 02	INVESTMENT INTEREST	0	10,318.24		0	242,305.21		0	242,305.21-
10 *	INTEREST	0	10,975.53		0	244,276.82		0	244,276.82-
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	10,701.29		0	10,701.29-
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	5,236.80		0	5,236.80-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	15,938.09		0	15,938.09-
361 **	INTEREST & OTHER EARNINGS	0	10,975.53		0	260,214.91		0	260,214.91-
360 ***	MISCELLANEOUS REVENUES	0	10,975.53		0	260,214.91		0	260,214.91-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 50	FUND BAL-APPROP. RESERVES	3,631,202	.00		30,634,057	.00		41,527,660	41,527,660.00
99 *	BALANCE FORWARD	3,631,202	.00		30,634,057	.00		41,527,660	41,527,660.00
389 **	NON OPERATING SOURCES	3,631,202	.00		30,634,057	.00		41,527,660	41,527,660.00
380 ***	OTHER SOURCES(NON-REV)	3,631,202	.00		30,634,057	.00		41,527,660	41,527,660.00
FUND TOTAL	WS CPTL PROJ 2018B	3,631,202	10,975.53		30,634,057	260,214.91	1	41,527,660	41,267,445.09

REPORT SELECTIONS

Fiscal year . . . . . : 2020
Fund . . . . . : 426
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 426 WS CPTL PROJ 2018B

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-00	PROFESSIONAL SERVICES	0	.00	0	0	295.85	0	.00	0	295.85-	0
31 **	PROFESSIONAL SERVICES	0	.00	0	0	295.85	0	.00	0	295.85-	0
49-00	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	1050918	10800.00	1	3152754	10800.00	0	6294706.00	6305506	.00	100
62 **	BUILDINGS	1050918	10800.00	1	3152754	10800.00	0	6294706.00	6305506	.00	100
63-00	INFRASTRUCTURE	2289291	1030075.69	45	26608329	2066387.61	8	15978809.80	33476189	15430991.59	54
63 **	INFRASTRUCTURE	2289291	1030075.69	45	26608329	2066387.61	8	15978809.80	33476189	15430991.59	54
64-00	MACHINERY & EQUIPMENT	290994	.00	0	872982	.00	0	1745964.36	1745965	.64	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	290994	.00	0	872982	.00	0	1745964.36	1745965	.64	100
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
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 426	TOTAL *********										
	WS CPTL PROJ 2018B	3631203	1040875.69	29	30634065	2077483.46	7	24019480.16	41527660	15430696.38	63
GRAND	TOTAL *********										
		3631203	1040875.69	29	30634065	2077483.46	7	24019480.16	41527660	15430696.38	63

Legislation Details (With Text)

File #:	20-446	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/17/2020			**In control:**	City Council
On agenda:	7/22/2020			**Final action:**	
Title:	Fire Incident Summary Report for June 2020. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Total Record Volume By Incident Type for June 2020.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 17, 2020
Agenda Date: July 22, 2020
Prepared By: Samuel Byrd, Deputy Fire Chief
Through: Jonathan Lamm, Fire Chief
Requested Action:
Informational Item Only

BACKGROUND:

Fire Incident Summary Report for June 2020

STRATEGIC PLAN CONNECTION:

Public Safety- Enhancing the public awareness to the calls for service provided by the Cocoa Fire Rescue Department for the month of June.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Information Only

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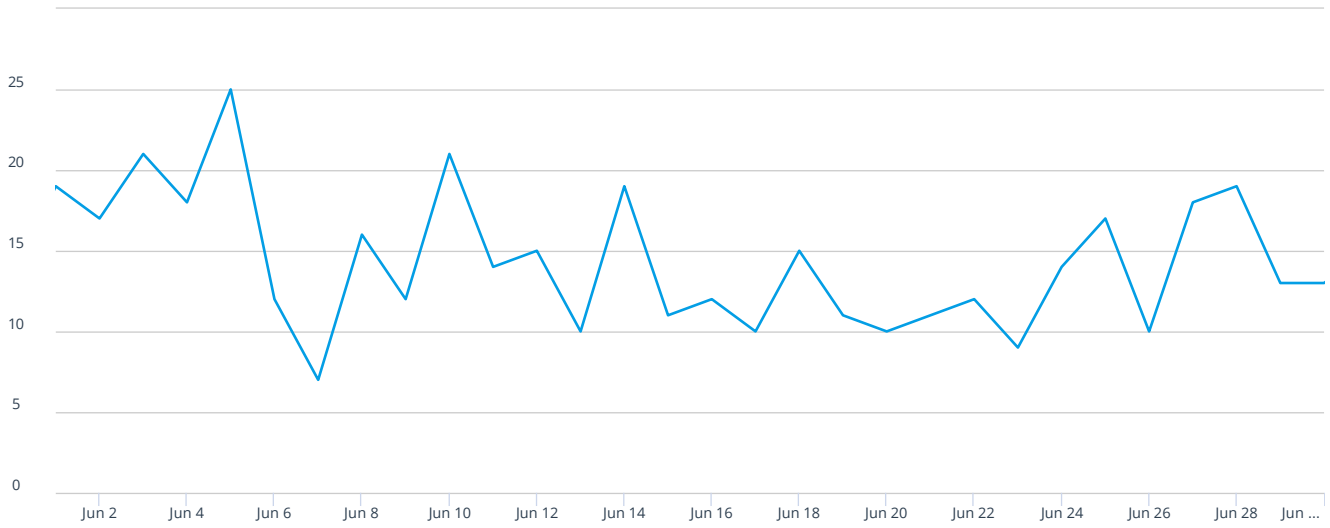
Custom Jun 1, 2020 - Jun 30, 2020

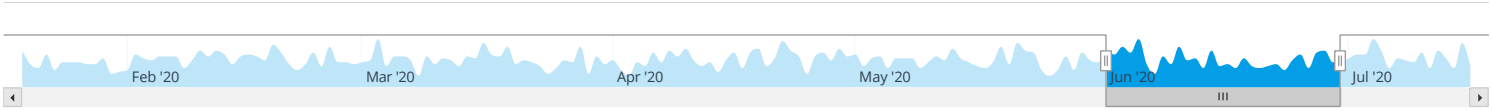
39%
FIRE
Percentage of Total Incidents

61%
EMS
Percentage of Total Incidents

431
INCIDENTS
In Selected Time Slice

30
DAYS
In Selected Time Slice





Counts | % Rows | % Columns | % All

Week Ending	6/7/20	6/14/20	6/21/20	6/28/20	7/5/20	7/12/20	7/19/20	7/26/20	8/2/20	8/9/20	8/16/20	8/23/20	8/30/20	Total
(11) Structure Fire	1			2										3
(14) Natural vegetation fire			1											1
(15) Outside rubbish fire		2												2
(16) Special outside fire	1													1
(30) Rescue, emergency medical call (EMS), other	3	4	4											11
(31) Medical assist	2	4	4	7	2									19
(32) Emergency medical service (EMS) incident	69	54	43	49	16									231
(35) Extrication, rescue				1										1
(41) Combustible/f.. spills & leaks		1												1
(44) Electrical wiring/equipm. problem				2										2
(46) Accident, potential accident	1													1
(50) Service call, other	1													1
(51) Person in distress	1	1												2
(53) Smoke, odor problem	1													1
(55) Public service assistance	9	13	6	9	1									38

Week Ending	6/7/20	6/14/20	6/21/20	6/28/20	7/5/20	7/12/20	7/19/20	7/26/20	8/2/20	8/9/20	8/16/20	8/23/20	8/30/20	Total
(56) Unauthorized burning		1												1
(60) Good intent call, other	1			1	1									3
(61) Dispatched and canceled en route	23	21	17	21	5									87
(62) Wrong location, no emergency found	2	3		3										8
(65) Steam, other gas mistaken for smoke			1											1
(70) False alarm and false call, other	2	1	2											5
(73) System or detector malfunction		1		2										3
(74) Unintentional system/detect... operation (no fire)	2	1	2	2										7
NULL					1									1
Total	119	107	80	99	26									431